

**BIRMINGHAM CITY COMMISSION AGENDA
REGULAR MEETING
JANUARY 13, 2025
MUNICIPAL BUILDING, 151 MARTIN
7:30 P.M.**

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Therese Longe, Mayor

II. ROLL CALL

Alexandria Bingham, City Clerk

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

ANNOUNCEMENTS

APPOINTMENTS

A. Environmental Sustainability Committee

1. Lara Edwards
2. Sara Rubino

To appoint _____ as a regular member to the Environmental Sustainability Board to serve a two-year term to expire February 1, 2027.

To appoint _____ as a regular member to the Environmental Sustainability Board to serve a one-year term to expire February 1, 2026.

To appoint _____ as a regular member to the Environmental Sustainability Board to serve a one-year term to expire February 1, 2026.

To appoint _____ as an alternate member to the Environmental Sustainability Board to serve a two-year term to expire February 1, 2027.

To appoint _____ as an alternate member to the Environmental Sustainability Board to serve a one-year term to expire February 1, 2026.

B. Advisory Parking Committee

1. William Kolb

To appoint _____ to the Advisory Parking Committee as an alternate member to serve a three-year term to expire September 4, 2026.

C. Housing Board of Appeals

1. Tony Tayar

To appoint _____ as a regular member to the Housing Board of Appeals to serve the remainder of a three-year term to expire May 4, 2026.

D. Staff Introductions

1. Building Department

i. Jeff Zielke, Building Official Designee

ii. Andrew Erikson, Assistant Building Official

2. Engineering Department

i. Mark Akram

ii. Bryan Hardy

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

V. CONSENT AGENDA

All items listed on the consent agenda are considered to be routine and will be enacted by one motion and approved by a roll call vote. There will be no separate discussion of the items unless a Commissioner or citizen so requests, in which event the item will be removed from the general order of business and considered under the last item of new business.
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- A. Resolution to approve the regular City Commission meeting minutes of December 9, 2024.
- B. Resolution to approve the City Commission workshop meeting minutes of December 16, 2024.
- C. Resolution to approve the regular City Commission meeting minutes of December 16, 2024.
- D. Resolution to approve the warrant list, including Automated Clearing House payments, dated December 19, 2024 in the amount of \$6,357,374.01.
- E. Resolution to approve the warrant list, including Automated Clearing House payments, dated January 9, 2025 in the amount of \$9,045,541.51.
- F. Resolution to hold a 2024 review of establishments who hold liquor licenses for consumption on premises and to consider the same establishments for 2025 renewal at the regular City Commission meeting on Monday, February 10, 2025 at 7:30 p.m.
- G. Resolution to install stop signs on Oak Street at the intersection of Glenhurst Drive as recommended by the Multi-Modal Transportation Board.
- H. Resolution to set a public hearing date of February 10, 2025 to consider the Special Land Use Permit Amendment for 34244 Woodward to transfer ownership and update the Special Land Use Permit to the proposed new owner, M&D Woodward, LLC.
- I. Resolution to approve the Amended and Restated Professional Services Agreement with McKenna Associates, Inc. for inspection and code enforcement services as planned in the

current fiscal year, and thereafter, as budgeted. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City. Funding for this service has been budgeted in account #101.0-371.000-811.0000.

- J. Resolution to approve the purchase of a 2024 Ford F-350 Regular Cab 4X4, located at 1960 E Main St, Owosso, MI 48867, through the State of Michigan Contract #071B770180 and Macomb County Contract #21-18, in the amount not to exceed \$93,069.00, upon the completion of a signed contract by Lunghamer Ford of Owosso. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City. Funds for this purchase are available in the FY 2024-2025 Auto Equipment Fund account #661.0-441.006.971.0100.
- K. Resolution to approve the purchase of three new 2024 TORO Workman HDX 4WD vehicles, located at 1050 Opdyke Road, Auburn Hills, MI 48326, through the Intergovernmental Cooperative Purchasing Agreement, OMNIA Contract #2017025, in the amount not to exceed \$126,628.95, upon the completion of a signed contract by Spartan Distributors. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City. Funds for this purchase are available in the FY 2024-2025 Auto Equipment Fund account #661.0-441.006.971.0100.
- L. Resolution to restripe the Chester Street parking structure so that all parking spaces are striped at 8'9" in width as recommended by the APC, to approve a change order for a \$6,500 fee for WJE Engineering to revise the striping plan for the Chester Street structure; and to appropriate and amend the 2024-2025 Automobile Parking System budget as follows:

Revenues

514.1-000.000-400.0000	Draw from Net Position	\$6,500
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Expenses

514.1-594.008-977.0000	Public Works – Buildings	\$6,500
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- M. Resolution to accept the resignation of Jason Emerine from the Planning Board & Ad Hoc Senior/Recreation Committee, to thank him for his service and to direct the City Clerk to begin the process of filling the vacancies.

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](https://www.bhamgov.org/manager).

None.

VII. UNFINISHED BUSINESS

None.

VIII. NEW BUSINESS

- A. Public Hearing of Necessity for Cape Seal Special Assessment District (SAD) - 2025 Cape Seal Program

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

WHEREAS, The City Commission has conducted a public hearing and has determined it is necessary to proceed with the project of resurfacing unimproved roads by method of pulverizing, cement stabilization, spray patching, and cape seal surface, and replacement of City sidewalk ramps; and

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

WHEREAS, The City Commission, after the public hearing, has determined that the 2025 Cape Seal Program is a necessity and is in the best interest of the City and will specially benefit the properties included in the Special Assessment District; and

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

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

WHEREAS, The City Engineer has determined the boundaries of the road resurfacing and sidewalk ramp replacement located within the limits of the following streets shall be installed as part of the 2025 Cape Seal Program (Contract #5-25(P)):

Yorkshire Road - N. Eton to Coolidge Highway; and

Dorchester Road - St. Andrews to Coolidge Highway; and

Buckingham Avenue - N. Eton to Edenborough; and

Edenborough Road - Dorchester to Windermere; and

Yosemite Boulevard - Adams to Columbia; and

Yankee Avenue - Villa to Yosemite; and

Ann Street - Frank to the dead end; and

Northlawn - Southfield to Shipman; and

WHEREAS, The formula used in making the assessment is 85% of the front-foot costs for improvement are assessed on all properties fronting on the improvement, 25% of the side-foot costs for improvement are assessed on all residential properties siding on the improvement, 85% of the side-foot costs for improvement are assessed on improved business properties siding on the improvement, and 25% of the side-foot costs for improvement are assessed on vacant business properties siding on the improvement for resurfacing of the unimproved roads and replacement of sidewalk ramps to meet ADA

compliance (calculated at the rate of \$42.35 per foot for properties on streets that will be pulverized, cement stabilization, and cape seal resurfaced, and \$20.34 per foot for properties on streets that will be spray patched and capes seal resurfaced).

THEREFORE, LET IT BE RESOLVED, The City Commission has determined that the scope of the public improvement as described is in the best interest of the City and will benefit the properties listed in the assessment roll is a necessity, and the City Commission directs the Manager to prepare a Special Assessment Roll and present the same to the City Commission for confirmation and further set a public hearing for confirmation of the Roll on January 27, 2025 and give notice for same.

Street Pulverizing / Cement Stabilization / Cape Seal Resurfacing

Sidwell Number	Street Address	Cape Seal Assessment
1936205040	280 Daines Street	\$539.95
1936205021	-	\$1,259.88
1936205026	442 S Old Woodward Avenue	\$3,043.15
1936205041	444 S Old Woodward Avenue	\$6,548.50
1936205005	645 Purdy Street	\$3,039.55
1936205008	-	\$1,439.86
1936205034	566 Ann Street	\$1,676.72
1936205015	393 E Frank Street	\$1,005.79
2030477001	2616 Dorchester Road	\$1,799.83
2030477002	2630 Dorchester Road	\$1,799.83
2030477003	2648 Dorchester Road	\$1,799.83
2030477004	2676 Dorchester Road	\$1,799.83
2030477005	2694 Dorchester Road	\$1,799.83
2030477006	2710 Dorchester Road	\$1,799.83
2030477007	2736 Dorchester Road	\$1,889.82
2030477008	2754 Dorchester Road	\$1,673.84
2030477009	2760 Dorchester Road	\$1,835.83
2030477010	2792 Dorchester Road	\$2,159.79
2030477011	2802 Dorchester Road	\$2,159.79
2030477012	2822 Dorchester Road	\$2,159.79
2030477013	2846 Dorchester Road	\$2,159.79
2030477014	2868 Dorchester Road	\$2,159.79
2030477015	2896 Dorchester Road	\$2,267.78
2030476018	2615 Dorchester Road	\$1,691.84
2030476019	2635 Dorchester Road	\$1,691.84
2030476020	2647 Dorchester Road	\$1,691.84
2030476021	2663 Dorchester Road	\$1,691.84

2030476022	2681 Dorchester Road	\$1,691.84
2030476023	2711 Dorchester Road	\$1,691.84
2030476024	2735 Dorchester Road	\$1,691.84
2030476025	2757 Dorchester Road	\$1,691.84
2030476026	2761 Dorchester Road	\$1,691.84
2030476027	2789 Dorchester Road	\$1,691.84
2030476028	2797 Dorchester Road	\$1,691.84
2030476029	2807 Dorchester Road	\$1,691.84
2030476030	2829 Dorchester Road	\$1,691.84
2030476031	2845 Dorchester Road	\$1,691.84
2030476032	2851 Dorchester Road	\$1,655.84
2030476033	2887 Dorchester Road	\$1,619.85
2030476034	2895 Dorchester Road	\$1,619.85
1936301007	1365 Southfield Road	\$952.85
1936301014	1360 Shipman Boulevard	\$1,376.34
1936305001	1407 Southfield Road	\$952.85
1936305005	1404 Shipman Boulevard	\$1,376.34
2031102013	1598 Yosemite Boulevard	\$1,566.91
2031102039	1583 Villa Road	\$1,408.10
2031127001	1610 Yosemite Boulevard	\$1,566.91
2031127012	1611 Villa Road	\$1,408.10
2030455001	2020 Yorkshire Road	\$2,699.74
2030455002	2046 Yorkshire Road	\$2,699.74
2030455003	2064 Yorkshire Road	\$2,699.74
2030455004	2092 Yorkshire Road	\$2,699.74
2030455005	2112 Yorkshire Road	\$2,699.74
2030455006	2140 Yorkshire Road	\$2,699.74
2030455007	2168 Yorkshire Road	\$2,699.74
2030455008	2192 Yorkshire Road	\$2,699.74
2030455009	2220 Yorkshire Road	\$2,699.74
2030455010	2252 Yorkshire Road	\$2,699.74
2030455011	2280 Yorkshire Road	\$2,699.74
2030456001	2324 Yorkshire Road	\$2,699.74
2030456002	2350 Yorkshire Road	\$2,699.74
2030456003	2380 Yorkshire Road	\$2,699.74
2030456004	2420 Yorkshire Road	\$2,699.74
2030456005	2440 Yorkshire Road	\$2,699.74
2030456006	2474 Yorkshire Road	\$2,699.74
2030456007	2488 Yorkshire Road	\$2,699.74
2030456008	2510 Yorkshire Road	\$2,699.74
2030456009	2540 Yorkshire Road	\$2,699.74

2030456010	2576 Yorkshire Road	\$2,699.74
2030456011	2588 Yorkshire Road	\$2,699.74
2030478001	2614 Yorkshire Road	\$2,699.74
2030478002	2650 Yorkshire Road	\$2,699.74
2030478003	2698 Yorkshire Road	\$2,699.74
2030478072	2730 Yorkshire Road	\$2,699.74
2030478073	2744 Yorkshire Road	\$2,699.74
2030478006	2756 Yorkshire Road	\$2,699.74
2030478037	2794 Yorkshire Road	\$2,699.74
2030478038	2810 Yorkshire Road	\$2,699.74
2030478039	2850 Yorkshire Road	\$2,699.74
2030478008	2866 Yorkshire Road	\$2,699.74
2030478009	2898 Yorkshire Road	\$2,591.75
2030453012	2029 Yorkshire Road	\$2,699.74
2030453013	2043 Yorkshire Road	\$2,699.74
2030453014	2057 Yorkshire Road	\$2,699.74
2030453015	2095 Yorkshire Road	\$2,699.74
2030453016	2113 Yorkshire Road	\$2,699.74
2030453017	2139 Yorkshire Road	\$2,699.74
2030453018	2165 Yorkshire Road	\$2,699.74
2030453019	2187 Yorkshire Road	\$2,699.74
2030453020	2219 Yorkshire Road	\$2,699.74
2030453021	2251 Yorkshire Road	\$2,699.74
2030453022	2279 Yorkshire Road	\$2,699.74
2030454012	2323 Yorkshire Road	\$2,699.74
2030454013	2351 Yorkshire Road	\$2,699.74
2030454014	2379 Yorkshire Road	\$2,699.74
2030454015	2419 Yorkshire Road	\$2,699.74
2030454016	2441 Yorkshire Road	\$2,699.74
2030454017	2467 Yorkshire Road	\$2,699.74
2030454018	2489 Yorkshire Road	\$2,699.74
2030454019	2521 Yorkshire Road	\$2,699.74
2030454020	2535 Yorkshire Road	\$2,699.74
2030454021	2565 Yorkshire Road	\$2,699.74
2030454022	2597 Yorkshire Road	\$2,699.74
2030477017	2613 Yorkshire Road	\$2,699.74
2030477018	2649 Yorkshire Road	\$2,699.74
2030477019	2695 Yorkshire Road	\$2,699.74
2030477020	2717 Yorkshire Road	\$2,699.74
2030477021	2739 Yorkshire Road	\$2,519.76
2030477022	2765 Yorkshire Road	\$2,879.73

2030477023	2795 Yorkshire Road	\$2,699.74
2030477024	2811 Yorkshire Road	\$2,699.74
2030477025	2833 Yorkshire Road	\$2,699.74
2030477026	2863 Yorkshire Road	\$2,699.74
2030477027	2897 Yorkshire Road	\$2,591.75
2031101036	1609 Yosemite Boulevard	\$3,059.71
2031101037	1635 Yosemite Boulevard	\$2,411.77
2031101038	1659 Yosemite Boulevard	\$2,411.77
2031101039	1671 Yosemite Boulevard	\$2,375.77
2031101040	1691 Yosemite Boulevard	\$2,231.79
2031101041	1721 Yosemite Boulevard	\$2,267.78
2031101042	1745 Yosemite Boulevard	\$2,267.78
2031101043	1765 Yosemite Boulevard	\$2,231.79
2031101044	1795 Yosemite Boulevard	\$2,213.79
2031127001	1610 Yosemite Boulevard	\$2,159.79
2031127002	1644 Yosemite Boulevard	\$2,699.74
2031127023	1660 Yosemite Boulevard	\$2,699.74
2031127024	1678 Yosemite Boulevard	\$2,699.74
2031127007	1714 Yosemite Boulevard	\$2,699.74
2031127026	-	\$1,799.83
2031127027	1756 Yosemite Boulevard	\$1,799.83
2031127010	1774 Yosemite Boulevard	\$1,799.83
2031127011	1792 Yosemite Boulevard	\$2,213.79

Street Spray Patching and Cape Seal Resurfacing

Sidwell Number	Street Address	Cape Seal Assessment
2030451001	2010 Buckingham Ave	\$922.34
2030451002	2032 Buckingham Ave	\$1,037.31
2030451003	2060 Buckingham Ave	\$1,037.31
2030451004	2080 Buckingham Ave	\$1,037.31
2030451005	2106 Buckingham Ave	\$1,037.31
2030451006	2120 Buckingham Ave	\$1,037.31
2030451007	2144 Buckingham Ave	\$1,037.31
2030451008	2152 Buckingham Ave	\$1,037.31
2030451009	2182 Buckingham Ave	\$1,037.31
2030451010	2220 Buckingham Ave	\$1,037.31
2030451011	2238 Buckingham Ave	\$1,037.31
2030451012	2250 Buckingham Ave	\$1,037.31
2030451013	2282 Buckingham Ave	\$1,613.89
2030406001	Pembroke Park	\$16,407.85

2030406002	2316 Windemere Road	\$545.81
2030406018	2305 Buckingham Avenue	\$727.34
2030452001	2306 Buckingham Avenue	\$759.17
2030452017	2317 Dorchester Road	\$759.17
2030451013	2282 Buckingham Avenue	\$759.17
2030451028	2291 Dorchester Road	\$759.17
2030406001	Pembroke Park	\$5,092.60
2031102001	1122 Yosemite Boulevard	\$1,728.85
2031102002	1166 Yosemite Boulevard	\$1,728.85
2031102003	1224 Yosemite Boulevard	\$1,728.85
2031102004	1248 Yosemite Boulevard	\$1,728.85
2031102005	1260 Yosemite Boulevard	\$1,728.85
2031102006	1348 Yosemite Boulevard	\$1,728.85
2031102007	1366 Yosemite Boulevard	\$2,161.07
2031102008	1420 Yosemite Boulevard	\$2,161.07
2031102009	1446 Yosemite Boulevard	\$1,728.85
2031102010	1498 Yosemite Boulevard	\$1,728.85
2031102011	1524 Yosemite Boulevard	\$1,728.85
2031102012	1556 Yosemite Boulevard	\$1,728.85
2031102013	1598 Yosemite Boulevard	\$1,728.85
2031101023	1111 Yosemite Boulevard	\$1,728.85
2031101024	1171 Yosemite Boulevard	\$1,728.85
2031101025	1231 Yosemite Boulevard	\$1,728.85
2031101026	1253 Yosemite Boulevard	\$1,728.85
2031101027	1291 Yosemite Boulevard	\$1,728.85
2031101028	1333 Yosemite Boulevard	\$1,728.85
2031101029	1387 Yosemite Boulevard	\$2,161.07
2031101030	1419 Yosemite Boulevard	\$2,161.07
2031101031	1447 Yosemite Boulevard	\$1,728.85
2031101032	1493 Yosemite Boulevard	\$1,728.85
2031101033	1525 Yosemite Boulevard	\$1,728.85
2031101034	1551 Yosemite Boulevard	\$1,728.85
2031101035	1595 Yosemite Boulevard	\$2,161.07

- B. Resolution to approve the Maple Road and Eton Street Intersection Road Safety Audit.
- C. Resolution to direct staff to issue the RFP for construction management services for the new senior/recreation center at 400 E. Lincoln as recommended by the SCC on December 18, 2024.

- D. Resolution to submit a bond proposal in an amount not to exceed \$32 million dollars to the electorate at a special election on May 6, 2025, to approve the ballot wording of the bond proposal, and to direct the City Clerk, once she certifies the language, and to send to the Oakland County Clerk for submission to the City's electors on May 6, 2025.
- E. Commission Items for Future Discussion. A motion is required to bring up the item for future discussion at the next reasonable agenda, no discussion on the topic will happen tonight.
- F. Commission discussion on items from a prior meeting.
- G. Resolution to meet in closed session to discuss pending litigation regarding Phase Three Properties, LLC v City of Birmingham pursuant to MCL § 15.268 Sec. 8(1)(e) of the Open Meetings Act.

(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

X. COMMUNICATIONS

- A. Communication from Michael Clift
- B. Communication from Zack Sklar

XI. REPORTS

- A. Commissioner Reports
 - 1. Notice of Intention to Appoint to the Ad Hoc Senior/Recreation Center Committee
 - 2. Notice of Intention to Appoint to the Storm Water Utility Appeals Board
 - 3. Notice of Intention to Appoint to the Planning Board
- B. Commissioner Comments
- C. Advisory Boards, Committees, Commissions' Reports and Agendas
 - 1. Greenwood Cemetery Advisory Board Annual Report
- D. Legislation
- E. City Staff
 - 1. 180 S. Chester – Chester St. Parking Structure Proposal
 - 2. Village Fair

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



NOTICE OF INTENTION TO APPOINT TO ENVIRONMENTAL SUSTAINABILITY COMMITTEE

At the regular meeting of Monday, January 13, 2025, the Birmingham City Commission intends to appoint to the Environmental Sustainability Committee (ESC) three regular members and two alternate members for the following terms:

- one regular member to serve a 2-year term
- two regular members to serve a 1-year term
- one alternate member to serve a 2-year term
- one alternate member to serve a 1-year term

The ESC consists of seven regular members and two alternate members appointed by the City Commission. Members of the Committee shall have a clearly demonstrated interest or knowledge in sustainability and/or climate action. In appointing regular members, the City Commission shall maintain a Committee composition that represents a diverse area of expertise related to sustainability and climate action including, but not limited to, renewable energy, buildings and construction, water and storm water, solid waste, and environmental law. The Planning Director and the City Manager, or their authorized representatives, shall be ex officio members of the Environmental Sustainability Committee and shall have all rights of membership thereon, except the right to vote.

The Environmental Sustainability Committee is a non-administrative board serving solely in an advisory capacity. In that capacity, the committee may make recommendations to the City Commission but may not assume any legislative or administrative authority of the City Commission or any department or board established by the City Commission except as specifically provided. The Environmental Sustainability Committee is not authorized to expend City funds.

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, January 8, 2025. These applications will appear in the public agenda for the regular meeting at which time the City Commission will discuss recommendations, and may make nominations and vote on the appointments.

Applicant(s) Presented For City Commission Consideration:

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

Applicant Name	Criteria/Qualifications
	Members of the Committee shall have a clearly demonstrated interest or knowledge in sustainability and/or climate action. In appointing regular members, the City Commission shall maintain a Committee composition that represents a diverse area of expertise related to sustainability and climate action including, but not limited to, renewable energy, buildings and construction, water and storm water, solid waste, and environmental law.
Lara Edwards	Current development director for the Friends of the River Rouge and served as a board member on the Ad Hoc Sustainability Committee as the "Stormwater Rep" [sic].
Sara Rubino	Attorney with a passion for environmental sustainability who works as counsel for the Oakland County Water Resource Commission and volunteers with the Covington Green Team.

SUGGESTED ACTION:

To appoint _____ as a regular member to the Environmental Sustainability Board to serve a two-year term to expire February 1, 2027.

To appoint _____ as a regular member to the Environmental Sustainability Board to serve a one-year term to expire February 1, 2026.

To appoint _____ as a regular member to the Environmental Sustainability Board to serve a one-year term to expire February 1, 2026.

To appoint _____ as an alternate member to the Environmental Sustainability Board to serve a two-year term to expire February 1, 2027.

To appoint _____ as an alternate member to the Environmental Sustainability Board to serve a one-year term to expire February 1, 2026.

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.

FromClerksOffice- APPLICATION FOR CITY BOARD OR COMMITTEE [#41]

1 message

'Wufoo' via Clerks Office <ClerksOffice@bhamgov.org>

Wed, Dec 11, 2024 at 5:09 PM

Reply-To: no-reply@wufoo.com

To: clerksOffice@bhamgov.org

Board/Committee of Interest	Environmental Sustainability Committee
Specific Category/Vacancy on Board (see below)	Regular Member
Name	Lara Edwards
Residential Address	 1636 Bowers Street Birmingham, MI 48009 United States
Business Address	 1636 Bowers Street Birmingham, Michigan 48009 United States
Phone Number *	(734) 717-8914
Email By providing your email to the City, you agree to receive news and notifications from the City. If you do not wish to receive these messages, you may unsubscribe at any time.	Imedwards08@gmail.com
Length of Residence	16 years
Occupation	Development Director, Friends of the Rouge
Reason for Interest: Explain how your background and skills will enhance the board to which you have applied.	After participating in the ad hoc Environmental Sustainability Committee as the "Stormwater Rep", it would be a pleasure to be a part of the team that helps the City put the plan into action.
List your related employment experience	Current - Development Director, Friends of the Rouge (since 2019) Past - Programs Manager, ReLeaf Michigan Strategic Marketing & Business Development, 3M Hydrologist, Texas Water Development Board
List your related community activities	Ad Hoc Environmental Sustainability Committee - 2023 - 2024 Multi-Modal board with the City of Birmingham (yay!) 2014-2020
List your related educational experience	University of Michigan - undergrad in Biology / MBA at Ross University of California Santa Cruz - masters in oceanography
To the best of your knowledge, do you or a member of your immediate family have any direct financial or business relationships	No

with any supplier, service provider or contractor of the City of Birmingham from which you or they derive direct compensation or financial benefit? If yes, please explain.

Do you currently have a relative serving on the board/committee to which you have applied?	NO
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Are you an elector (registered voter) in the City of Birmingham? *	No
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FromClerksOffice- APPLICATION FOR CITY BOARD OR COMMITTEE [#42]

1 message

'Wufoo' via Clerks Office <ClerksOffice@bhamgov.org>

Wed, Dec 11, 2024 at 8:32 PM

Reply-To: no-reply@wufoo.com

To: clerksOffice@bhamgov.org

Board/Committee of Interest	Environmental Sustainability Committee
Specific Category/Vacancy on Board (see below)	Regular Member
Name	Sara Rubino
Residential Address	 2008 PEMBROKE RD BIRMINGHAM, MI 48009 United States
Business Address	 One Public Works Dr Building 95 West Waterford, Michigan 48328 United States
Phone Number *	(248) 219-7950
Email	rubinos@oakgov.com
By providing your email to the City, you agree to receive news and notifications from the City. If you do not wish to receive these messages, you may unsubscribe at any time.	
Length of Residence	15 years
Occupation	Attorney

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

I am an attorney by training, but several years ago I decided to leave private practice for a career in local government to focus on environmental policies to improve our communities. I was motivated, in part, through my work with Friends of the Rouge. Although I lacked technical expertise, I saw that my legal training and background helped support the organization's goals and mission. Currently, I work at Oakland County as a Government Policy Attorney for the Oakland County Water Resources Commissioner (WRC). I serve on the WRC's internal Sustainability Committee and collaborate frequently with Oakland County's Chief Sustainability Officer on a variety of sustainability initiatives, projects, and planning that impacts communities across Oakland County. In addition, I work with regional partners, like SEMCOG, EGLE, and GLWA, to support laws, develop policies, and implement programs that keep communities safe, protect public health, preserve our natural resources, and build resilience to changing climate conditions.

List your related employment experience

For almost four years, I have worked as counsel for the WRC. Our office has the responsibility of planning, developing, and maintaining designated surface water drainage systems in Oakland County. In addition, the WRC operates and maintains Oakland County-owned water and sewer disposal systems and operates and maintains water and sewer

systems for 22 local municipalities within Oakland County through intermunicipal agreements.

The WRC is a regional leader in high-impact regional water service delivery projects and manages infrastructure and other assets valued at more than \$61 billion. These assets include storm drains, sanitary and combined sewer systems, drinking water systems, lake level structures and dams. Part of my role with the WRC includes supporting our Environmental Services team with securing grant funding for environmental sustainability projects, and working with various stakeholders to secure legal agreements, MOUS, easements, and communicate with stakeholders regarding the projects.

List your related community activities	I am member of the Birmingham Covington Schools “Green Team” working toward “evergreen” Green School certification for the school. I am former board member and secretary for Friends of the Rouge and remain a proud “friend” and volunteer. I chair the Government Policy Council for the Michigan Section of the American Water Works Association.
List your related educational experience	My undergraduate degree is in English and Political Science. I graduated from law school in 2008. I have a Sustainability and Development Goal MasterTrack Certificate from the University of Michigan and attended the University of Michigan’s School for Environmental Sustainability from 2021-2022 to work on a Master’s in Environmental Policy and Planning.
To the best of your knowledge, do you or a member of your immediate family have any direct financial or business relationships with any supplier, service provider or contractor of the City of Birmingham from which you or they derive direct compensation or financial benefit? If yes, please explain.	No
Do you currently have a relative serving on the board/committee to which you have applied?	No
Are you an elector (registered voter) in the City of Birmingham? *	Yes



Environmental Sustainability Committee

10-566-24

Terms: 3-years

Members: The ESC shall consist of seven regular members and two alternate members appointed by the City Commission who reside within City limits. Members of the Committee shall have a clearly demonstrated interest or knowledge in sustainability and/or climate action. In appointing regular members, the City Commission shall maintain a Committee composition that represents a diverse area of expertise related to sustainability and climate action including, but not limited to, renewable energy, buildings and construction, water and storm water, solid waste, and environmental law. The Planning Director and the City Manager, or their authorized representatives, shall be ex officio members of the Environmental Sustainability Committee and shall have all rights of membership thereon, except the right to vote.

Duties: The Environmental Sustainability Committee is a non-administrative board serving solely in an advisory capacity. In that capacity, the committee may make recommendations to the City Commission but may not assume any legislative or administrative authority of the City Commission or any department or board established by the City Commission except as specifically provided in this chapter. The Environmental Sustainability Committee is not authorized to expend City funds.

Last Name	First Name	Home Business	Appointed	Term Expires
Home Address				
E-Mail				
Bell	A. Harvey	(248) 047-0960	12/16/2024	2/1/2028
848 Pleasant			regular	
<i>ahbell4@gmail.com</i>				
Blizinski	Leah			
151 Martin			Department of Planning, Ex-officio Member	
<i>lblizinski@bhamgov.org</i>				
Coatta	Melissa			
151 Martin St			Department of Engineering, Ex-officio Member	
<i>mcoatta@bhamgov.org</i>				

Last Name	First Name	Home Business	Appointed	Term Expires
Home Address				
E-Mail				
Fairbairn	Melissa			
151 Martin St			Assistant City Manager, Ex-officio Member	
<i>mfairbairn@bhamgov.org</i>				
Horner	Debra	(248) 854-4411	12/16/2024	2/1/2027
1800 Pine			regular	
<i>dhorner@umich.edu</i>				
Mercurio	Joseph	(248) 568-4656	12/16/2024	2/1/2028
1060 Lake Park			regular	
<i>jfm248@gmail.com</i>				
Newman	Jessica	(224) 229-7868	12/16/2024	2/1/2028
421 Madison			regular	
<i>jessica.m.newman@gmail.com</i>				
Vacant				2/1/2027
			regular	
Vacant				2/1/2026
			regular	
Vacant				2/1/2026
			regular	

Last Name	First Name	Home Business	Appointed	Term Expires
Home Address	E-Mail			
Vacant			alternate	2/1/2027
Vacant			alternate	2/1/2026

Zielinski Scott

151 Martin St
szielinski@bhamgov.org

Department of Public Services, Ex-officio Member

CITY OF BIRMINGHAM
ORDINANCE NO. **2509**

AN ORDINANCE TO AMEND PART II OF THE CITY CODE, CHAPTER 82. – PLANNING, TO ADD ARTICLE VI. – ENVIRONMENTAL SUSTAINABILITY COMMITTEE.

THE CITY OF BIRMINGHAM ORDAINS:

The City Code, Part II, Chapter 82. – Planning, Article VI. – Environmental Sustainability Committee:

ARTICLE VI. – ENVIRONMENTAL SUSTAINABILITY COMMITTEE

Sec. 82-107. – Composition.

- a) The Environmental Sustainability Committee shall consist of seven (7) regular members. Each member of the committee shall reside within the City limits. Members of the Committee shall have a clearly demonstrated interest or knowledge in sustainability and/or climate action. In appointing regular members, the City Commission shall maintain a Committee composition that represents a diverse area of expertise related to sustainability and climate action including, but not limited to, renewable energy, buildings and construction, water and stormwater, solid waste, and environmental law.
- b) The City Commission may appoint two (2) alternate members to serve as needed on the Environmental Sustainability Committee during their term of appointment. An alternate member may be called on a rotating basis to sit as a regular member of the Environmental Sustainability Committee in the absence of a regular member. An alternate member shall have the same voting rights as a regular member of the Environmental Sustainability Committee when seated in the place of a regular member.
- c) The Planning Director and the City Manager, or their authorized representatives, shall be ex officio members of the Environmental Sustainability Committee and shall have all rights of membership thereon, except the right to vote.

Sec. 82-108. – Terms.

- a) Members of the Environmental Sustainability Committee shall be appointed by the City Commission for terms of office of three (3) years; except that two members of the first board shall be appointed to serve for a term of one year, two for terms of two years, and three for terms of three years. All members shall hold office until their successors are appointed. A vacancy occurring in the membership of the Environmental Sustainability Committee for any cause shall be filled by a person appointed by the City Commission for the duration of the unexpired term.

Sec. 82-109. – Organization and meetings.

- a) The Committee shall, from its appointed members, elect a chairperson and vice-chairperson. Each officer will serve a one-year term and may be re-elected. The chairperson shall preside over the Committee and shall have a right to vote. The vice-chairperson shall, in the case of absence or disability of the chairperson, perform the duties of the chairperson. The Planning Director or an authorized representative shall act as secretary of the Committee and shall keep a record of all its proceedings.
- b) At least four (4) voting members of the Environmental Sustainability Committee shall constitute a quorum for the transaction of its business.
- c) All meetings of the Environmental Sustainability Committee shall be open to the public, and any person or their duly constituted representative shall be entitled to appear and be heard on any matter applicable to the business at hand before the Environmental Sustainability Committee makes its decision.
- d) The concurring affirmative vote of four (4) members of the Environmental Sustainability Committee shall be required for approval of any resolution, motion or other action by the Environmental Sustainability Committee.
- e) The Environmental Sustainability Committee shall hold meetings at such time and place as may be established by the Committee.

Sec. 82-110. – Scope of authority.

- a) The Environmental Sustainability Committee is a non-administrative board serving solely in an advisory capacity. In that capacity, the committee may make recommendations to the City Commission but may not assume any legislative or administrative authority of the City Commission or any department or board established by the City Commission except as specifically provided in this chapter. The Environmental Sustainability Committee is not authorized to expend City funds.

Sec. 82-111. – Purpose and duties.

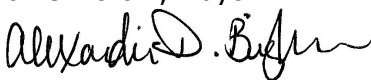
The purpose of the Environmental Sustainability Committee shall be to assist in instituting policies and practices that enhance the natural & built environment, improve quality of life, and foster equity & resiliency in the City and to advise the City Commission on the implementation of the Birmingham Green: Healthy Climate Plan, including reviewing project phasing and budgeting. In furtherance of its purpose, the Committee shall endeavor to provide (but is not limited to) the following:

- 1) Support to the Planning Board, Multi-Modal Transportation Board, Historic District Commission, or other boards or commissions regarding the sustainable development of the City.
- 2) Perform reviews and updates of the Birmingham Green: Healthy Climate Plan.
- 3) When requested by the City Manager or Planning Director, an objective and technical evaluation of public development projects.
- 4) When requested by the City Commission or Planning Board, an objective and technical evaluation of private development plans.
- 5) Updated greenhouse gas inventories.
- 6) Education and training opportunities for Birmingham residents and stakeholders.
- 7) Not later than April 1 of each year, the Environmental Sustainability Committee shall prepare and submit to the City Manager a tentative outline of its program for the ensuing year.

Ordained this 7 day of October, 2024. Effective upon publication.

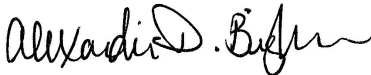


Elaine McLain, Mayor



Alexandria D. Bingham, City Clerk

I, Alexandria D. Bingham, City Clerk of the City of Birmingham, do hereby certify that the foregoing ordinance was passed by the Commission of the City of Birmingham, Michigan at a regular meeting held Monday, October 7, 2024 and that a summary was published Sunday, December 1, 2024.



Alexandria D. Bingham, City Clerk



NOTICE OF INTENTION TO APPOINT TO THE ADVISORY PARKING COMMITTEE

At the regular meeting of Monday, January 13, 2025, the Birmingham City Commission intends to appoint two regular members to the Advisory Parking Committee to serve the remainder of three-year terms expiring September 4, 2027 (small retail) and September 4, 2026 (retail) and one alternate member to serve the remainder of a three-year term expiring September 4, 2026.

Interested citizens may submit an application available at the City Clerk's Office or online at www.bhamgov.org/boardopportunities. Applications must be submitted to the City Clerk's Office on or before noon on Wednesday, January 8, 2025. These documents will appear in the public agenda for the regular meeting at which time the City Commission will discuss recommendations, and may make nominations and vote on appointments.

Committee Duties

The Advisory Parking Committee shall provide guidance to the City Commission in the management of Birmingham's Auto Parking System. The Committee shall recognize parking requirements of the CBD and fairly assess the costs to users. It will provide for attractive, maintained and safe facilities.

Applicant(s) Presented For City Commission Consideration:

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

Applicant Name	Criteria/Qualifications
William Kolb	15-year resident and retired CEO of McCann with expertise in the parking regulations of the downtown district. Looking to be appointed as an alternate member.

SUGGESTED COMMISSION ACTION:

To appoint _____ to the Advisory Parking Committee as an alternate member to serve a three-year term to expire September 4, 2026.



Mya Brown <mbrown@bhamgov.org>

FromClerksOffice- APPLICATION FOR CITY BOARD OR COMMITTEE [#44]

1 message

'Wufoo' via Clerks Office <ClerksOffice@bhamgov.org>

Thu, Dec 19, 2024 at 4:23 PM

Reply-To: no-reply@wufoo.com

To: clerksOffice@bhamgov.org

Board/Committee of Interest	Advisory Parking Committee
Specific Category/Vacancy on Board (see below)	Alternate Member
Name	William Kolb
Residential Address	 411 S OLD WOODWARD AVE APT 518 BIRMINGHAM, MI 48009 United States
Business Address	 411 S OLD WOODWARD AVE Unit 518 BIRMINGHAM, MI 48009 United States
Phone Number *	(917) 650-3086
Email By providing your email to the City, you agree to receive news and notifications from the City. If you do not wish to receive these messages, you may unsubscribe at any time.	wdkolb@gmail.com
Length of Residence	15 Years
Occupation	Retired CEO of McCann - A Business located in Birmingham
Reason for Interest: Explain how your background and skills will enhance the board to which you have applied.	Having been one of the largest employer in downtown Birmingham for 15 years I believe I have the experience of attracting employees to Birmingham and the overall Parking experience as well as the downtown district requirements.
List your related employment experience	Global CEO, Global COO, Global CFO and Global GM Leader for McCann Worldgroup.
List your related community activities	National Kidney Foundation of Michigan Woman of Tomorrow Michigan Chapter Precinct Delegate for the 8th District
List your related educational experience	Graduated from Plymouth Salem High School Attended University of Michigan from 1981 to 1985 Continuing education at Harvard, University of Michigan, Michigan State, AAAA, FASB and many other professional organizations.
To the best of your knowledge, do you or a member of your immediate family have any direct financial or business relationships	NO

3B

with any supplier, service provider or contractor of the City of Birmingham from which you or they derive direct compensation or financial benefit? If yes, please explain.

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

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



ADVISORY PARKING COMMITTEE

Resolutions: 8-882-84, 9-989-84, 05-152-00, 05-139-17, 10-258-19, 10-232-23

Terms: Three years

Appointment requirements for regular members: The majority of the members shall be residents and membership shall be as follows:

7 Regular Members

2 - Retail

1 – Professional Firm

1 – BSD Member

1 – Residential Shopper

2 - Residents

2 Alternate Members - may be appointed who own property, own a business or work in the parking assessment district.

The Advisory Parking Committee shall provide guidance to the City Commission in the management of Birmingham's Auto Parking System. The committee shall recognize parking requirements of the CBD and fairly assess the costs to users. It will provide for attractive, maintained and safe facilities.

Last Name	First Name	Home Business E-Mail	Appointed	Term Expires
Arpin	James J.	313-949-0252	5/9/2022	9/4/2027
410 Southfield Road			Resident (engineer/consultant)	
Birmingham	48009	<i>jjarpin@gmail.com</i>		
Ford	Aaron	(248) 530-1257	Staff Liaison	
151 Martin Street				
Birmingham	48009	<i>aford@bhamgov.org</i>		
Kozlowski	Kevin	248-930-7485	8/29/2022	9/1/2025
421 Madison St			Resident Shopper	
Birmingham	48009	<i>kevin.kozlowski@gmail.com</i>		

Last Name Home Address	First Name	Home Business E-Mail	Appointed	Term Expires
Moody 957 Pleasant Birmingham	Michelle 48009	313-850-8072 <i>mmoody1@yahoo.com</i>	5/22/2023 Resident	9/1/2025
Petcoff 463 Henley Birmingham	Mary-Claire 48009	(410)-991-1460 <i>mcp@wwwrplaw.com</i>	8/28/2023 Alternate	9/4/2026
Silverman 1200 Latham Birmingham	Lisa 48009	248-642-3337 <i>lisas229@aol.com</i>	10/7/2019 Professional Firm	9/1/2025
Taddei 112 Peabody Birmingham	Michele 48009	(248) 275-3125 <i>fullercentralpark</i>	10/10/2024 BSD member	9/4/2027
Vacated	2/7/2023		Retail	9/4/2026
Vacated	9/4/2023		Alternate	9/4/2026
Vacated	9/4/2024		Small Retail	9/4/2027

ADVISORY PARKING COMMITTEE

PURPOSE: There is hereby established an Advisory Parking Committee to provide guidance to the Birmingham City Commission in the management of the Birmingham Auto Parking System, including street parking meters, that will: recognize parking requirements of the various interests in the Central Business District (CBD); fairly assess the costs of the parking system to users of the facility; create the least possible traffic impact on the CBD and the immediately abutting residential areas; provide for attractive, well-maintained, safe facilities; include plans for an orderly and responsive answer to future parking needs.

MEMBERS: The Birmingham City Commission shall appoint the Advisory Parking Committee, consisting of nine (9) members, each to be appointed for a term of three (3) years, but in the first instance, three (3) members shall be appointed for terms expiring on the first Monday in September, 1985, three (3) members shall be appointed for terms expiring on the first Monday in September, 1986, and three (3) members shall be appointed for terms expiring on the first Monday in September, 1987.

The majority of the members shall be residents and membership shall be as follows:

I. *Downtown Commercial Representatives -

- A. Large Retail - One (1) member
- B. Small Retail - One (1) member
- C. Professional Firm - One (1) member
- D. Building Owner - One (1) member
- E. Restaurant Owner - One (1) member

II. Downtown Employee Representative - One (1) member

III. Residential - Two (2) members who do not qualify under any of the above categories.

IV. Resident Shopper - One (1) member

Members of the Committee can be removed for cause determined at a public hearing at any time by the City Commission. Vacancies occurring shall be filled for the unexpired term by the City Commission.

ORGANIZATION: The Committee shall elect a Chairperson from its membership annually at its first meeting after the first Monday of September. The City Engineer shall be a non-voting, ex-officio member of the Committee and shall serve as the coordinating link between the Committee and various City Departments. A secretary shall be furnished by the City for the purpose of keeping Minutes of Committee meetings.

* Resolution 09-1057-85 determined that "Downtown" means parking areas **3B** Bent district.

MEETINGS: The Committee shall hold at least one (1) regular public meeting in each quarter on such date and at such time and place as may be established by resolution of the Committee. Special meetings may be called by the Chairperson of the Committee or by request of any three (3) members of the Committee. There shall be at least a two- (2-) day notice for any special meeting. The Committee shall adopt such rules for the conduct of its business as it may from time to time adopt by resolution. The Committee shall keep a written or printed record of its proceedings which shall be a public record and property of the City.

EXPENDITURES: The Committee shall have the power to expend such funds as may from time to time be appropriated to it by the City Commission for the purpose of carrying out the powers and duties of the Committee. Funds expended by the Committee shall be processed through regular City channels and be accounted for in the Auto Parking Fund Budget.

POWERS AND DUTIES: The Committee shall recommend:

1. A proper rate relationship between the charges for street meters, parking lot fees (short term and long term), and permit fees.
2. Parking fees that, while maintaining the financial integrity of the system, are still attractive to users.
3. The proper ratio between the number of short term, long term, and permit parkers in the attendant-operated lots and structures.
4. The area in each structure that should be assigned for short term, long term, and permit parking.
5. An equitable method of assigning permit parking spaces.
6. Financial objectives that reflect the requirements of ordinances and the need for information on the revenue received from specific users of the system.
7. A public relations program that will educate the public to the location of parking facilities, their ease of use, their close proximity to many fine stores offering a great variety of merchandise and the benefits of validated parking.
8. Corrective steps if the level of either maintenance or policing of the system facilities is inadequate.
9. Specific ordinance changes that will encourage private off-street parking in the CBD and/or to help to improve the system operation as a whole.

ADVISORY PARKING COMMITTEE - Page Three

REPORTS: The Committee shall make and submit to the City Commission an annual report in January regarding the general activities, operations and accomplishments of the Committee for the preceding year. The Committee shall, from time to time, as occasion requires, advise the City Commission in writing on recommendations for the improvement of the Auto Parking System.

BUDGET: Not later than the first day of February of each year, the Committee shall present to the City Commission a request for funds which the Committee believes necessary to carry out its function as an advisory committee.

Adopted by Commission Resolution No. 08-882-84 - August 6, 1984

Revised by Commission Resolution No. 09-⁹⁸⁹~~1028~~-84 - September 17, 1984

CITY OF BIRMINGHAM

RESOLUTION NO. 05-139-17

**A RESOLUTION TO AMEND RESOLUTION NO. 08-882-84 – AUGUST 6, 1984,
ADVISORY PARKING COMMITTEE, MEMBERS:**

THE CITY OF BIRMINGHAM RESOLVES:

To amend Resolution No. 08-882-84 – August 6, 1984, Advisory Parking Committee, Members, as follows:

MEMBERS: The Birmingham City Commission shall appoint the Advisory Parking Committee, consisting of nine (9) members, each to be appointed for a term of three (3) years, but in the first instance, three (3) members shall be appointed for terms expiring on the first Monday in September, 1985, three (3) members shall be appointed for terms expiring on the first Monday in September, 1986, and three (3) members shall be appointed for terms expiring on the first Monday in September, 1987.

The majority of the members shall be residents and membership shall be as follows:

I. Downtown Commercial Representatives –

- A. Large Retail – One (1) member
- B. Small Retail – One (1) member
- C. Professional Firm – One (1) member
- D. Building Owner – One (1) member
- E. Restaurant Owner – One (1) member

II. Downtown Employee Representative – One (1) member

III. Residential – Two (2) members who do not qualify under any of the above categories.

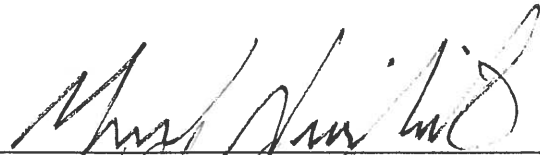
IV. Resident Shopper – One (1) member

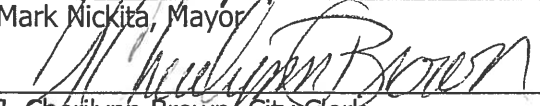
The city commission may appoint two alternate members who own property, own a business or work in the parking assessment district to serve as needed on the Advisory Parking Committee during their term of appointment. An alternate member may be called on a rotating basis to sit as a regular member of the Advisory Parking Committee in the absence of a regular member. An alternate member may also be called to service in the place of a regular member for the purpose of reaching a decision on a case in which the regular member has abstained for reasons of conflict of interest. An alternate member having been appointed shall serve in the case until a final decision has been made. An alternate member shall have the same voting rights as a regular member of the Advisory Parking Committee.

Members of the Committee can be removed for cause determined at a public hearing at any time by the City Commission. Vacancies occurring shall be filled for the unexpired term by the City Commission.

All other portions of Resolution No. 08-882-84 shall remain unaffected.

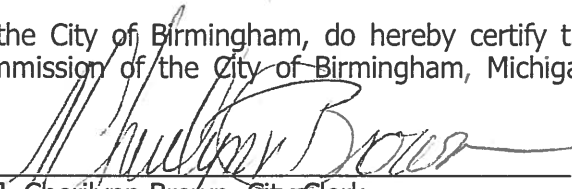
Dated this 22nd day of May, 2017.



Mark Nickita, Mayor

J. Cherilynn Brown, City Clerk

I, J. Cherilynn Brown, City Clerk of the City of Birmingham, do hereby certify that the foregoing resolution was passed by the Commission of the City of Birmingham, Michigan at a regular meeting held May 22, 2017.



J. Cherilynn Brown, City Clerk

05-152-00: INTERVIEW FOR ADVISORY PARKING COMMITTEE

Mr. Peter Wilde of the Townsend Hotel was interviewed for appointment to the advisory parking committee. Commissioner Lanzetta expressed concern about the legalities of the appointment of Mr. Wilde as the "large retail" member of this committee. The city attorney advised that the commission could amend the original resolution for the advisory parking committee to broaden the interpretation of large retail representative to include retail services as well as retail goods.

MOTION: Motion by Lanzetta, seconded by Chafetz:
To interpret the category of large retail representative on the advisory parking committee to include retail services as well as retail goods.

VOTE: Yeas, 4 Nays, None Absent, 3 (DeLaura, McKeon, Wooley)

MOTION: Motion by Moss, Seconded by Chafetz
To determine that Mr. Peter Wilde of the Townsend Hotel meets the criteria as the large retail representative on the advisory parking committee and, further, to continue this appointment until the city commission meeting of June 12, 2000.

VOTE: Yeas, 4 Nays, None Absent, 3 (DeLaura, McKeon, Wooley)

10-258 -19 AMEND ADVISORY PARKING COMMITTEE MEMBERSHIP

City Manager Valentine presented this item.

- Recommending a modification to the composition of the board to enable the City to fill some long-time vacancies.
- Replace a building owner with a BSD board member to participate on the board
- Remove the City Engineer and Replace with the City Manager or his designee.

Brad Host expressed that he thought it might be a mistake to eliminate a representative from Engineering.

MOTION: Motion by Commissioner Sherman, seconded by Commissioner Harris:
To adopt the resolution to amend Advisory Parking Committee membership to remove the Building Owner position and replace it with a board member of the Birmingham Shopping District and to remove the City Engineer (non-voting, ex-officio) position and to replace this position with the City Manager, or his/her designee.

VOTE: Ayes: 5
 Nays: 0
 Absent: 2

05-139 -17 USE OF ALTERNATES, REPORTING BOARD ATTENDANCE, AND MODIFYING REQUIREMENTS FOR BOARD MEMBERS

Assistant to the City Manager Haines presented results of a review of board and committee attendance suggesting that three groups might benefit from having two alternate positions added to increase attendance and/or achieve quorum: 1) Advisory Parking Committee, 2) Parks and Recreation Board, and 3) Public Arts Board.

MOTION: Motion by Commissioner Bordman, seconded by Mayor Pro Tem Harris:

To amend the ordinances of the Advisory Parking Committee, the Parks and Recreation Board, and the Public Arts Board, to add 2 alternate positions to each as follows:

To amend Resolution No. 08-882-84 – August 6, 1984, Advisory Parking Committee, Members.

AND

To amend Part II of the City Code, Chapter 78, Parks and Recreation, Article II., Parks and Recreation Board, Section 78-26, Created; composition.

AND

To amend Part II of the City Code, Chapter 78, Public Arts Board, Article V., Public Arts Board, Section 78-103, Composition and terms of members.

AND

To direct the city clerk to standardize the attendance reporting of all city boards and committees as outlined in the May 12, 2017 memorandum to the city manager and as clarified by the Commission and to direct staff to amend the Recommended Process for Use of Alternates as clarified by Commissioner Bordman.

VOTE:	Yeas,	7
	Nays,	0
	Absent,	0



**BIRMINGHAM CITY COMMISSION
REGULAR MEETING
OCTOBER 2, 2023
RESOLUTION #09-223-23**

MOTION: Motion by Commissioner Baller, seconded by Commissioner Boutros

Resolution to reduce the Advisory Parking Committee from eleven (11) members to nine (9) members by removing one downtown employee position and one restaurant owner position.

PRESENT: Mayor Longe, Mayor Pro Tem McLain, Commissioners Baller, Boutros, Haig, Host, Schafer

ABSENT: None

Ayes,	Mayor Longe Mayor Pro Tem McLain Commissioner Boutros Commissioner Haig Commissioner Host Commissioner Baller Commissioner Schafer
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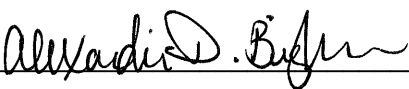
Nays,	None
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Absent,	None
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Passed, adopted and approved this 2nd day of October 2023.

CERTIFICATION

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 October 2, 2023.



Alexandria Bingham, City Clerk



NOTICE OF INTENTION TO APPOINT TO THE HOUSING BOARD OF APPEALS

At the meeting of Monday, January 13, 2025, the Birmingham City Commission intends to appoint one regular member to the Housing Board of Appeals to serve the remainder of a three-year term to expire May 4, 2026. Members shall be educated or experienced in building, construction administration, social services, real estate or other responsible positions.

The Housing Board of Appeals was established in order to provide an appeal process from regulation derived from the housing and maintenance requirements found in Chapter 22 of the City Code. The purpose of the housing and maintenance regulations is to protect, preserve and promote the physical and social wellbeing of the people, to regulate privately and publicly owned dwellings for the purpose of maintaining adequate sanitation and public health.

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, January 8, 2025. These documents will appear in the public agenda for the regular meeting at which time the City Commission will discuss recommendations, and may make nominations and vote on appointments.

Applicant(s) Presented for City Commission Consideration:

Applicant Name	Criteria/Qualifications Applicants shall be educated or experienced in building construction administration, social services, real estate or other responsible positions.
Tony Tayar	Has experience with real estate purchasing, remodeling, and investing.

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.

Attendance records are not included. The last official meeting for the HBA was April 3, 2007. The State of Michigan Construction Code Act requires the City to have an appeals board in place to hear appeals of decisions pertaining to the building and property maintenance codes. The HBA is in place to hear appeals from the property maintenance codes. The City has not had an appeal of one of its decisions since 2007.

SUGGESTED ACTION:

To appoint _____ as a regular member to the Housing Board of Appeals to serve the remainder of a three-year term to expire May 4, 2026.



Mya Brown <mbrown@bhamgov.org>

FromClerksOffice- APPLICATION FOR CITY BOARD OR COMMITTEE [#43]

1 message

'Wufoo' via Clerks Office <ClerksOffice@bhamgov.org>

Thu, Dec 19, 2024 at 1:08 PM

Reply-To: no-reply@wufoo.com

To: clerksOffice@bhamgov.org

Board/Committee of Interest	HOUSING BOARD OF APPEALS
Specific Category/Vacancy on Board (see below)	Regular Member
Name	Tony Tayar
Residential Address	 679 Smith Ave Birmingham, MI 48009 United States
Phone Number *	(248) 285-2575
Email By providing your email to the City, you agree to receive news and notifications from the City. If you do not wish to receive these messages, you may unsubscribe at any time.	ttayar11@gmail.com
Length of Residence	2 months
Occupation	Pharmacist
Reason for Interest: Explain how your background and skills will enhance the board to which you have applied.	Have experience with real estate purchasing, remodeling, and investing.
To the best of your knowledge, do you or a member of your immediate family have any direct financial or business relationships with any supplier, service provider or contractor of the City of Birmingham from which you or they derive direct compensation or financial benefit? If yes, please explain.	No.
Do you currently have a relative serving on the board/committee to which you have applied?	No.
Are you an elector (registered voter) in the City of Birmingham? *	Yes.



HOUSING BOARD OF APPEALS

Chapter 22 - Sections 22-312 – 22-314

Seven Members

Requirements: Qualified by education or experience in building, construction administration, social services, real estate, or other responsible positions.

Terms: Three year - expire the first Monday in May

Meetings held as needed.

Appointed by the City Commission

Last Name	First Name	Home Business E-Mail	Appointed	Term Expires
Bradford	Wadette	256-509-7193	6/3/2019	5/4/2025
1221 Bowers St 2714			Regular Member - Investments	
Birmingham	48012	<i>Wadettebradford@yahoo.com</i>		
Claussen	Karson	(248) 688-4517	4/26/2021	5/4/2027
1627 Maryland Blvd			Regular Member - Building Inspector	
Birmingham	48009	<i>karson.claussen@gmail.com</i>		
Taylor	Robert	248-892-3316	5/10/2010	5/4/2025
3693 W. Bradford			Regular Member - Realtor	
Bloomfield Twp	48301	<i>bobtaylr@gmail.com</i>		
Vacated	5/4/2023			5/4/2026
			Regular Member	
Vacated	5/4/2023			5/4/2026
			Regular Member	

Last Name Home Address	First Name	Home Business E-Mail	Appointed	Term Expires
Vacated	5/4/2023		Regular Member	5/4/2026
Vincenti 938 Lakeside Birmingham	Philip 48009	(248) 722-4747 <i>pvincenti@tcwall.com</i>	4/9/2018 Regular Member - building/contractor	5/4/2027

DIVISION 3. APPEALS

Sec. 22-311. Authorized.

- (a) Any owner or person who is aggrieved with the ruling or decision of the building official in any matter relative to the interpretation or enforcement of any of the provisions of this article, may appeal the decision or interpretation.
- (b) The appeal shall be made to the housing board of appeals.

(Ord. No. 2070, 10-24-11)

Sec. 22-312. Board created; purpose.

In order that the provisions of this article may be reasonably applied and substantial justice done in instances where practical difficulties are apparent or undue hardship would result from carrying out the strict letter of this article, a housing board of appeals is hereby created. The duty of the board shall be to consider appeals from the decision of the officials charged with the enforcement of this article, and to determine in particular cases whether any deviation from the strict enforcement of this article will violate the intent of this article and jeopardize public health and safety.

(Ord. No. 2070, 10-24-11)

Sec. 22-313. Membership and appointment.

The housing board of appeals shall consist of seven members, who shall be appointed by the city commission. The city commission shall appoint to the board, members qualified by education or experience in building construction, administration, social services, real estate or other responsible positions. The building official, the fire chief and the health officer or their representatives shall be ex officio members.

(Ord. No. 2070, 10-24-11)

Sec. 22-314. Term of office.

The term of office of members of the housing board of appeals shall be for three years, but in the first instance after the passage of this Code, two members shall be appointed for one year, two members for two years and three members for three years. These terms shall then expire the first Monday in May.

(Ord. No. 2070, 10-24-11)

Sec. 22-315. Meetings, rules of procedure, quorum.

The housing board of appeals shall meet once a month, provided there are pending appeals. There shall be a fixed place of meeting and all meetings shall be open to the public. The board shall adopt its own rules of

procedure and keep a record of its proceedings, showing the action of the board, and the vote of each member upon each question considered. The presence of five members shall be necessary to constitute a quorum.

(Ord. No. 2070, 10-24-11)

Sec. 22-316. Officers, records.

The housing board of appeals shall elect from its membership a chairman and vice-chairman. A secretary, who shall be an employee of the city, shall be appointed whose duty it shall be to maintain a permanent official record of all of its transactions; such records shall be public records.

(Ord. No. 2070, 10-24-11)

Sec. 22-317. Appeals procedure.

Appeals from the rulings of the building official may be made to the housing board of appeals within 20 days of the issuance of an order by the official. Such appeal may be taken by any person aggrieved by any ruling or determination of any officer, department, board or commission of the city. The appellant shall file with the building official and with the board a notice of appeal specifying the grounds therefor. With each notice of appeal filed, there shall be paid a fee in the amount set forth in the schedule of fees, charges, bonds and insurance to cover the city's cost of handling such appeal, provided that such fees may be returned or retained after hearing at the discretion of the board. The building official shall forthwith transmit to the board a summary report of all previous action taken. The board may at its discretion call upon the building official to explain his action. The final disposition of such appeal shall be in the form of a resolution, either reversing, modifying or affirming, wholly or partly, the decision of the determination appealed from. In order to find for the appellant, four members of the board must concur. In order to overturn a previous decision of the board, five members of the board must concur.

(Ord. No. 2070, 10-24-11)

Sec. 22-318. Hearings.

The housing board of appeals shall fix a reasonable time for the hearing of the appeal and give due notice thereof to interested parties and decide the same within a reasonable time. Within the limits of its jurisdiction, the board of appeals may reverse or affirm, in whole or in part, or may make such order, requirement, decision or determination as in its opinion ought to be made in the premises, and to that end shall have all the power of the building official from whom such appeal is taken.

(Ord. No. 2070, 10-24-11)

Sec. 22-319. Decisions.

The decision of the housing board of appeals shall be final unless an appeal therefrom to Oakland County Circuit Court is taken within 20 days from the date of the board's decision.

(Ord. No. 2070, 10-24-11)

Sec. 22-320. Notices.

The housing board of appeals may prescribe such notice to any interested person and the neighbors surrounding the structure or premises in connection with which the appeal is taken, as shall be deemed reasonable by the board.

(Ord. No. 2070, 10-24-11)

Secs. 22-321—22-330. Reserved.



MEMORANDUM

Building Department

DATE: January 6, 2025
TO: Jana L. Ecker, City Manager
FROM: Bruce R. Johnson, Building Official
SUBJECT: Staff Promotions

I am pleased to introduce two outstanding members of our Building Department team who have recently been promoted in preparation of my upcoming retirement. Jeff Zielke has been elevated to the position of Building Official Designee, while Andrew Erickson has been promoted into the role of Assistant Building Official.

Jeff joined the department in 2015 as a building and rental inspector, later advancing to the role of plans examiner in 2017 and Assistant Building Official in 2019. He holds a degree in architecture and possesses numerous professional credentials, including LEED certification. Jeff is also in the process of earning his national floodplain manager designation.

Andrew began his career with the City seven years ago as a building inspector and transitioned to a plans examiner role in 2019, where he played a key role in implementing our online plan review processes. He holds a degree in construction technology and brings years of private sector construction experience to Birmingham.

Please join me in congratulating Jeff and Andrew on their well-deserved promotions!



MEMORANDUM

Engineering Department

DATE: December 19, 2024

TO: Jana L. Ecker, City Manager

FROM: Melissa A. Coatta, City Engineer

SUBJECT: Introduction to City Commission – Civil Engineer

INTRODUCTION:

Mark Akram is the newest member of the Engineering Department. He joined the City on November 11, 2024 in the position of Civil Engineer. Mark attended college at St. Clair College in Windsor, Ontario for an advanced diploma in Civil Engineering Technology, and received his Bachelor of Civil Engineering at Institute of Technology Carlow in Ireland.

Prior to working in the City of Birmingham, Mark worked at private engineering consulting firms. His prior experiences included conducting inspections, construction administration of projects, and the design of both municipal and private projects. Mark is excited to work for the City, and has quickly learn the City's permitting process and is working on upcoming projects including the annual cape seal, concrete, and asphalt programs.

Please welcome Mark to the City of Birmingham Engineering Department.



MEMORANDUM

Engineering Department

DATE: December 19, 2024

TO: Jana L. Ecker, City Manager

FROM: Melissa A. Coatta, City Engineer

SUBJECT: Introduction to City Commission – Senior Engineering Tech

INTRODUCTION:

Bryan Hardy started at the City of Birmingham in 2004 in the Department of Public Services. Prior to starting at the City of Birmingham, he worked for the Detroit Water and Sewage Department (now Great Lakes Water Authority) for 14 years. Bryan worked at the Department of Public Services for 16 years and worked his way up to Assistant Forman in the Streets, Sewer, and Water Department.

In 2020, Bryan joined the Engineering Department as Construction Inspector II. During his time as an inspector, he worked on several of the City's capital improvement projects along with lead service line replacement, and the water service verification program. Bryan's background in maintaining the City's utilities and inspecting the installation of new utilities is extremely beneficial for the Department. Bryan Hardy was recently promoted to Senior Engineering Tech in November 2024. His new role will include permitting, project management for City projects, and completing field work for the Department.

Please congratulate Bryan on his promotion to the position of Senior Engineering Tech in the Engineering Department.

Birmingham City Commission Minutes
December 9, 2024
Municipal Building, 151 Martin
7:30 p.m.
Vimeo Link: <https://vimeo.com/1037694745>

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 Haig
Commissioner Host
Commissioner Long
Commissioner Schafer

Absent: None

Staff: City Manager Ecker; City Clerk Bingham, Finance Director Designee Chavez,
Assistant City Manager Clemence, City Engineer Coatta, Planning Director Dupuis,
Assistant City Manager Fairbairn, Finance Director Gerber, City Attorney Kucharek

KMG: Brian Deming

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

Announcements

Appointments

12-618-24 Birmingham Shopping District

Sloane Wolf was interviewed by the Commission for the appointment.

MOTION: Motion by Baller:

To concur in the City Manager's appointment of Sloane Wolf to the Principal Shopping District Board as a business representative to serve the remainder of a four-year term to expire November 16, 2026.

VOICE VOTE: Ayes, Commissioner Host
Commissioner Haig

Commissioner Long
Commissioner Schafer
MPT Baller
Mayor Longe

Nays, None

RECOGNITION OF STAFF

Clerk's Office
Martha Valone

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

Kristy Barrett commented regarding the Senior/Community Center project, the Commission's requests for information regarding the project, potential taxpayer concerns regarding the project, and the project's potential impact on the availability of future funding for infrastructure projects.

V. CONSENT AGENDA

12-619-24 Consent Agenda

Mayor Longe noted her recusal from Item E due to her home being within the project area.

MOTION: Motion by Haig, seconded by Long:

To approve the Consent Agenda with the note that Mayor Longe is recusing from the vote on Item E.

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

Nays, None

- A. Resolution to approve the City Commission Workshop meeting minutes of November 18, 2024.
- B. Resolution to approve the regular City Commission meeting minutes of November 18, 2024.
- C. Resolution to approve the warrant list, including Automated Clearing House payments, dated November 28, 2024 in the amount of \$1,189,846.40.
- D. Resolution to approve the warrant list, including Automated Clearing House payments, dated December 5, 2024 in the amount of \$287,624.08.

- E. Resolution to set the Public Hearing of Necessity for the road surface cape seal treatment meeting the requirements for assessment, for all properties within the project area on Yorkshire Road from N. Eton to Coolidge Highway, Dorchester Road from St. Andrews to Coolidge Highway, Buckingham Avenue from N. Eton to Edenborough, Edenborough Road from Dorchester to Windermere, Yosemite Boulevard from Adams to Columbia, Yankee Avenue from Villa to Yosemite, Ann Street from Frank north to the dead end, and Northlawn from Southfield to Shipman on Monday, January 13, 2025, at 7:30 P.M.; and

If necessity is determined on January 13, 2025, to meet on Monday, January 27, 2025, at 7:30 P.M., for the purpose of conducting the Public Hearing to Confirm the Assessment Roll for the new pavement installation meeting the requirements for assessment, for all properties within the project area on Yorkshire Road from N. Eton to Coolidge Highway, Dorchester Road from St. Andrews to Coolidge Highway, Buckingham Avenue from N. Eton to Edenborough, Edenborough Road from Dorchester to Windermere, Yosemite Boulevard from Adams to Columbia, Yankee Avenue from Villa to Yosemite, Ann Street from Frank north to the dead end, and Northlawn from Southfield to Shipman.

- F. Resolution to authorize the City Manager to use the City's allocation of Coronavirus State and Local Fiscal Recovery Funds toward lead service line replacement and any remaining funds not spent on lead service replacement be used as follows: a total of \$24,000.00 be put towards audit fees for fiscal year 24/25, fiscal year 25/26, and fiscal year 26/27, and the remaining amount, estimated at \$200,696.13, be used towards the purchase of a new ambulance, Rescue 1.
- G. Resolution to accept the resignation of Samy Eid from the Birmingham Shopping District Board, to thank him for his service and to direct the City Clerk to begin the process of filling the vacancy.

VI. CITY MANAGER'S REPORT

VII. UNFINISHED BUSINESS

VIII. NEW BUSINESS

Fiscal Year 2023-2024 Audit Presentation

FD Gerber introduced the item and Timothy St. Andrew and Philip Femminineo, auditors from the Plante Moran team. FD Gerber and Mr. St. Andrew answered informational questions from the Commission.

The Plante Moran team thanked City staff for their assistance, and the Commission thanked all involved for their production of the audit.

The Commission also recognized FD Gerber for his completion of his last audit presentation prior to his upcoming retirement.

12-620-24 Selection of an Architectural/Engineering Consultant for Final Site Plan and Design and Construction Plans for 400 E. Lincoln

The Mayor, Brian Deming, owner's representative for the City, and Staff spoke regarding the item and answered informational questions from the Commission. Each bidder presented and was interviewed while the other bidders waited in a separate room. The presentations, in order, were from INFORM Studio, McIntosh Paris, and Neumann Smith.

Public Comment

Cris Braun, Executive Director of Next, commented on the project's productive continuing negotiations, supported selecting Neumann Smith, and noted the likely benefits of moving forward with this project.

Parrish Underwood, President and CEO of the YMCA of Metropolitan Detroit, also commented on the productive continuing negotiations and answered informational questions from the Commission.

Commissioners raised the following points during their discussion of the bids:

- This project would not yet have unanimous support from Commissioners because of some concerns regarding the programming, space, and taxpayers' potential willingness to invest in the project.
- While all the presentations were impressive, Neumann Smith had a lot of relevant, recent experience and a good understanding of Birmingham's specific needs. The 3D renderings would be helpful to residents trying to understand the plans. The Neumann Smith team also had an apparent enthusiasm for the project.
- More clarity regarding the programming spaces is necessary. The community needs to be the emphasis of the project, and calling it a community center makes sense.
- It is possible to reach a project that will provide benefit for all stakeholders. An architect will assist in that process. All three bidders have excellent reputations. Neumann Smith seems to be the most appropriate firm for this particular project, given their relevant experience. Neumann Smith's presentation also emphasized the importance of validating the program and right-sizing the project, which will produce value for the community.
- In the future, committees related to particular projects should interview the bidders. Neumann Smith would be the most appropriate selection based on the strength of their written submission and their presentation. That said, the City is likely not ready to proceed with an architect at this time. This process must emphasize the quality of the outcome, rather than the speed with which the outcome is reached.
- Given competing City infrastructure needs, the necessity of this project should be further evaluated. Questions regarding the optimal relationship between the City and the provision of recreational and senior services remain.
- The City's assistance in the provision of recreation and senior services contributes to the financial and social vitality of Birmingham. Birmingham is affluent and should offer its residents improved recreational and senior services via this project.
- This project has been in process for approximately ten months so far, and seems to be a Commission and community priority given the level of engagement in the process.

- While questions may remain, the professionals, ad hoc committee, City staff, Commissioners, and residents involved in the process remain engaged in discerning the next best steps. Hiring an architect will help further refine the vision for the project.
- Next has until mid-2027 in its present space, and the YMCA is still functioning in its present space. The Commission has more time to work with these entities and the community on ensuring this process is done well.
- Neumann Smith has the depth of experience in pool facilities, recreation centers, and space planning and utilization that the City would need in order to move forward in this project. It is likely the building size could be further reduced through working with an architect. The City can continue its work on infrastructure, the police station, and City Hall while also working on this project.
- The suggested motion would not commit the City to full architectural services. It would provide a schematic design, information on costs, and guidance for the bond vote. The City requires a group with that skill set to advance the project to the next stage. To reach the project's smallest size and lowest cost, engaging an architect is necessary.
- It might be possible to slow the project schedule a bit, to allow for more time doing community engagement, and to aim for an August 2025 vote if deemed appropriate by the selected bidder and the Commission.
- There was some reluctance to hire an architect before the agreements between Next, the YMCA, and the City were solidified.
- Increased community engagement during the schematic design phase could be useful.
- The contract with the selected bidder would allow the City to disengage from the project and process at any time.
- Without the expertise of an architect, the City will be unable to offer further clarity on the project.
- If hiring an architect means that concrete data could be provided, that would be worthwhile.

MOTION: Motion by Haig, seconded by Long:

To approve an agreement with Neumann Smith for the preparation of the final site plan, design and construction plans for a new building at 400 E. Lincoln in the amount not to exceed \$354,200. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City. Funding for this project has been budgeted in account #101.0-656.000-811.0000.

and

Further to appropriate and amend the 2024-2025 General Fund budget as follows:

Revenues:

Draw from Fund Balance	101.0-000.000-400.0000	\$450,000
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Expenditures:

Health and Welfare	101.0-656.000-811.0000	\$450,000
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MPT Baller felt that some important information was still lacking, and opposed the motion on that basis.

Commissioner Long supported the motion since working with an architect would provide reassurance, information, and would allow the project to further come into focus.

Commissioner Schafer noted the community value of this project and that hiring an architect would provide clarity on the next steps.

The Mayor concurred with Commissioners Long and Schafer. She added that the Commission reserved the right to withdraw from the process if, in the new year, it was determined that there were insurmountable concerns regarding the financials, revenue models, or other aspects of the project.

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

 Nays, MPT Baller
 Commissioner Host

The Mayor thanked all the bidding teams.

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

IV. REMOVED FROM CONSENT AGENDA

X. COMMUNICATIONS

- A. Communication regarding speed mitigation measures on Shirley and Arlington

XI. REPORTS

- A. Commissioner Reports
 - 1. Notice of Intention to Appoint to the Public Arts Board
- B. Commissioner Comments

The Mayor shared a letter of gratitude from the residents of the Baldwin House thanking the Commission and City staff for their efforts to advocate on their behalf.

MPT Baller noted it was sad that the City would not be able to preserve the established elm trees on Linden, and recommended the City endeavor to communicate about this and similar issues with increased sensitivity.

Staff answered informational questions from the Commission regarding upcoming workshops and the upcoming Commission appointment process.

After discussion, the Commission reached a consensus regarding the upcoming Commission appointment process. The process would be as follows:

- Each applicant would have the opportunity to speak for three minutes during a workshop prior to the meeting.
- Then, during the regular meeting, the City Clerk would offer each present Commissioner the opportunity, in random order, to recommend a candidate for further interview. This process would occur twice, yielding an anticipated ten or fewer candidates, since one Commissioner would be absent and one Commission seat is vacant.
- Then, the recommended candidates would be interviewed by the Commission.
- Following the interviews, the Commissioners would make nominations and vote on the nominations.
- Each Commissioner would be allowed to vote for a single candidate.

Public Comment

In reply to Pam Graham, it was determined that all candidates would be permitted to remain in the meeting throughout the appointment process.

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

INFORMATION ONLY

XII. ADJOURN

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

Alexandria Bingham, City Clerk


Laura Eichenhorn, City Transcriptionist

Birmingham City Commission Special Meeting Minutes - Workshop

December 16, 2024

Municipal Building, 151 Martin

6:00 p.m.

Vimeo Link: <https://vimeo.com/1037694745>

This will be considered a workshop session of the City Commission. No formal actions will be taken. The purpose of this workshop is to discuss candidates for the vacant City Commission seat.

I. Call to Order

Therese Longe, Mayor

II. Roll Call

Present: Mayor Longe
MPT Baller
Commissioner Haig
Commissioner Host
Commissioner Schafer (arrived 6:33 p.m.)

Absent: Commissioner Long

Staff: City Manager Ecker; City Clerk Bingham, City Attorney Kucharek

III. Presentation and Commission Discussion

The Mayor provided introductory remarks.

In this order, the following candidates made their prepared statements to the Commission:

- Kevin Hart
- Louie Khouri
- John Fricke
- Ervin Kalaj
- Jerome Dixon
- Jeffrey Neilson
- Kevin Kozlowski
- Jason Emerine
- Pamela Graham
- William Kolb
- Philip Neville
- Doug White
- Kathy Remski

- Matthew Shaw

Commissioners made the following comments during discussion:

- Candidates' prior community service within Birmingham helped demonstrate their commitment to the City. Prior service on City boards or committees would be looked on particularly favorably.
- Alternatively, this could be an opportunity to benefit from the expertise and experience of individuals who have not yet been involved in City government.
- All the applicants should consider other ways of potentially getting involved with City governance.
- Those who applied, and considered applying, merited thanks.
- The quality of the candidates was impressive.
- Whichever candidate is appointed should expect to seek re-election in the fall.
- The cadence of municipal government is different from that of private enterprise, and there is some benefit to an applicant having had experience with municipal government.
- Candidates' written answers were informative and well thought-out.
- It would be useful for all to understand that the council-manager form of government that Birmingham has is most analogous to a business that has a Chief Executive Officer and a governing Board, with the City Manager being akin to the CEO and the Commission being akin to the Board. Some of the powers applicants ascribed to the Commission were not actually within the Commission's purview.
- The Birmingham electorate tends to look favorably upon candidates that have previously served on a City board or committee.
- Candidates were encouraged to stay for the regular meeting beginning at 7:30 p.m., where interviews, nominations, and the final appointment would occur.

IV. Public Comment

V. Adjourn

The meeting was adjourned at 7:02 p.m.



Alexandria Bingham, City Clerk

Laura Eichenhorn, City Transcriptionist

Birmingham City Commission Minutes
December 16, 2024
Municipal Building, 151 Martin
7:30 p.m.
Vimeo Link: <https://vimeo.com/1037694745>

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 (sworn in and seated at 8:43 p.m.)
Commissioner Haig
Commissioner Host
Commissioner Schafer

Absent: Commissioner Long

Staff: City Manager Ecker; City Clerk Bingham, City Engineer Coatta, Planning Director Dupuis, Assistant City Manager Clemence, Assistant City Manager Fairbairn, Police Chief Grewe, City Attorney Kucharek, Parks and Recreation Manager Laird, Department of Public Services Director Zielinski

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

Announcements
Appointments

12-621-24 Birmingham City Commission

Of the applicants who spoke during the evening's prior workshop, Pamela Graham, Jason Emerine, Kevin Kozlowski, Doug White, and William Kolb were selected by Commissioners and interviewed for the appointment.

Mr. Emerine was then nominated for the appointment by the Mayor and Commissioners Schafer and Haig.

Ms. Graham was nominated for the appointment by Commissioner Host.

Mr. Kolb was nominated for the appointment by MPT Baller.

MOTION: Motion by Schafer:
To nominate Mr. Emerine for the Birmingham City Commission one year appointment to expire November 30, 2025.

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

Nays, Commissioner Host

Since votes on the nominations proceeded in order of the nominations, and the vote on Mr. Emerine's appointment carried, the nominations for Ms. Graham and Mr. Kolb did not proceed to a vote.

Commissioners thanked the applicants, and encouraged the applicants to either continue or seek out board and committee opportunities with the City.

12-622-24 Board of Review

Michael Killalea was interviewed for the appointment.

MOTION: Motion by Host:
To nominate Michael Killalea as a regular member to the Board of Review to serve the remainder of a three-year term to expire December 31, 2027.

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

Nays, None

12-623-24 Environmental Sustainability Board

Jessica Newman was interviewed for the appointment.

MOTION: Motion by Schafer:
To appoint Jessica Newman as a regular member to the Environmental Sustainability Board to serve a three-year term to expire February 1, 2028.

VOICE VOTE: Ayes, Commissioner Emerine
Commissioner Host
Commissioner Haig
Commissioner Schafer

MPT Baller
Mayor Longe

Nays, None

12-624-24 Environmental Sustainability Board

Joe Mercurio was interviewed for the appointment.

MOTION: Motion by Baller:
To appoint Joe Mercurio as a regular member to the Environmental Sustainability Board to serve a three-year term to expire February 1, 2028.

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

Nays, None

12-625-24 Environmental Sustainability Board

Harvey Bell was interviewed for the appointment.

MOTION: Motion by Host:
To appoint Harvey Bell as a regular member to the Environmental Sustainability Board to serve a three-year term to expire February 1, 2028.

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

Nays, None

12-626-24 Environmental Sustainability Board

Debra Horner was interviewed for the appointment.

MOTION: Motion by Haig:
To appoint Debra Horner as a regular member to the Environmental Sustainability Board to serve a three-year term to expire February 1, 2027.

VOICE VOTE: Ayes, Commissioner Emerine

Commissioner Host
Commissioner Haig
Commissioner Schafer
MPT Baller
Mayor Longe

Nays, None

It was recommended that members of the prior Ad Hoc Environmental Sustainability Board be notified of the remaining open positions on the Environmental Sustainability Board.

CC Bingham swore in the present appointees.

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

V. CONSENT AGENDA

12-627-24 Consent Agenda

MOTION: Motion by Baller, seconded by Haig:
To move the Consent Agenda with the exception of Items C, D, and G.

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

Nays, None

- A. Resolution to approve the regular City Commission meeting minutes of November 25, 2024.
- B. Resolution to approve the warrant list, including Automated Clearing House payments, dated December 12, 2024 in the amount of \$1,030,101.42.
- E. Resolution to install a stop sign on westbound Vinewood Ave. at Lakeview Ave. as recommended by the Multi-Modal Transportation Board.
- F. Resolution to approve Amendment 2 to the Agreement for Local Fiscal Recovery Fund Distribution with Oakland County to extend the term to February 28, 2025. In addition, to authorize the City Engineer to sign Amendment 2 on behalf of the City, and to direct the City Clerk to witness the amendment.
- H. Resolution to amend the Schedule of Fees, Charges, Bonds and Insurance as presented and to adopt the revised Public Records Policy, effective January 1, 2025.

- I. Resolution to accept the resignation of Jacqueline L. Patt from the Greenwood Cemetery Board, to thank her for her service and to direct the City Clerk to begin the process of filling the vacancy.
- J. Resolution to accept the resignation of Joseph Vercellone from the Greenwood Cemetery Board, to thank him for his service and to direct the City Clerk to begin the process of filling the vacancy.

12-628-24 Special Event Application: 2025 City of Birmingham In The Park Concert Series (Item C)

MPT Baller pulled the item. Staff answered informational questions from the Commission.

MOTION: Motion by Baller, seconded by Host:
To move the suggested resolution.

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

Nays, None

12-629-24 Sheffield Rd. Traffic Calming (Item D)

MPT Baller pulled the item. MPT Baller and Commissioner Host concurred that more information on the Multi-Modal Transportation Board's deliberation would have been useful.

MOTION: Motion by Baller, seconded by Haig:
To move the suggested resolution.

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

Nays, None

12-630-24 Birmingham Wayfinding & Gateway Signage Fabrication and Installation – ASI Signage Innovations Agreement Extension (Item G)

MPT Baller pulled the item, staff answered informational questions from the Commission, and MPT Baller asked that the Commission be presented with the models in the future.

MOTION: Motion by Baller, seconded by Haig:
To move the suggested resolution.

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

Nays, None

VI. CITY MANAGER'S REPORT

CM Ecker presented the report. Staff answered informational questions from the Commission.

Commissioners comments on the report were as follows:

- Matters of parking capacity should continue to be monitored and discussed.
- Possible options for celebrating the City's upcoming 250th anniversary could be explored.
- It is worth considering whether increased publicity for the Commission vacancy led to increased applications, and whether that effect could be replicated with other board and committee vacancies.

VII. UNFINISHED BUSINESS

VIII. NEW BUSINESS

12-631-24 Booth Park Entry Plaza & Trail Improvements

DPSD Zielinski introduced the item. Representatives from the Grissim Metz Andriese Associates team (GMAA) presented the item. Staff and GMAA answered informational questions from the Commission.

Commissioners raised the following points during their discussion:

- There was support for using bond funds to replace some of the playground equipment in neighborhood parks, since that was a promise made to voters during the bond vote.
- There was support for delaying the project in order to receive the \$400,000.
- It would likely be important to residents that the restroom building be aesthetically pleasing and also congruent with the surrounding residential area.
- Given the attention to accessibility considerations in other aspects of the park, it would be appropriate if the furniture also aligned with that effort.
- While the delay of the project to fiscal year 2025-2026 would result in some opportunity cost, foregoing a \$400,000 grant would be challenging to justify.

MOTION: Motion by Haig, seconded by Emerine:

To direct staff to proceed with an agreement with the Michigan Department of Natural Resources for a Trust Fund grant in the amount of \$400,000 for the Booth Park entry plaza and trail improvements project.

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

Nays, None

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

IV. REMOVED FROM CONSENT AGENDA

X. COMMUNICATIONS

- A. Kristy Barrett communication from December 3, 2024 regarding NEXT/YMCA
- B. Kristy Barrett communication from December 3, 2024 regarding the Senior/Recreation Center Committee comments from December 2, 2024

XI. REPORTS

- A. Commissioner Reports
 - 1. Notice of Intention to Appoint to the Birmingham Shopping District Board
 - 2. Notice of Intention to Appoint to the Greenwood Cemetery Advisory Board
- B. Commissioner Comments

Commissioner Host supported signage on Arlington that indicated that a deaf child lives in the area, and also supported traffic calming measures for Arlington, Shirley, and Wimbleton.

Commissioner Baller concurred with Commissioner Host that traffic speeds remain a concern, adding that speed remains an issue throughout the City. He supported more enforcement and traffic calming measures as well.

Commissioner Haig supported asking the Multi-Modal Transportation Board to select a street on which the City could trial some traffic calming measures not presently in use within the City.

Residents' preference towards keeping Arlington and Shirley wider than the City standard contributed to faster vehicle speeds, the Mayor noted. She suggested that residents may not be in favor of painting Arlington to reduce speeds. She recommended that the Commission wait for the Multi-Modal Transportation Board to have the opportunity to study the issue and make recommendations.

Commissioner Schafer emphasized that narrow streets with sidewalks encourage slower vehicle speeds. She noted that the Commission remained aware of this fact, and that implementing the City's recommended street designs and limits would increase safety.

Commissioner Haig said that Sheffield still posed concerns even though it was a narrower street with sidewalks.

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

INFORMATION ONLY

XII. ADJOURN

The Commission motioned to adjourn at 10:47 p.m.

Alexandria Bingham, City Clerk


Laura Eichenhorn, City Transcriptionist

City of Birmingham

Warrant List Dated 12/19/2024

Meeting of 01/13/2025

Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
301433	*	005430	21ST CENTURY MEDIA- MICHIGAN	2,851.00
301434	*	009346	ACCUFORM PRINTING & GRAPHICS, INC	3,529.50
301435	*	009126	AMAZON CAPITAL SERVICES INC	237.98
301436	*	009126	AMAZON CAPITAL SERVICES INC	76.18
301437	*	BDREFUND	APS RESIDENTIAL SERVICES	300.00
301438	*	009983	ASFPM	180.00
301439	*	006759	AT&T	74.26
301440	*	BDREFUND	ATTIA GROUP LLC	50.00
301441	*	BDREFUND	AXIOM CONSTRUCTION	100.00
301442	*	005590	AXON ENTERPRISE, INC.	72,762.20
301443	*	000843	BAKER & TAYLOR BOOKS	30.98
301444	*	009609	BALIAN LEGAL, PLC	2,250.00
301445	*	UBREFUND	BARBARA DUCATMAN	440.43
301446	*	009568	BEDROCK EXPRESS LTD	1,444.94
301447	*	BDREFUND	BENEICKE GROUP INCORPORATED	100.00
301448	*	002231	BILLINGS LAWN EQUIPMENT INC.	124.00
301449	*	007540	BIO SYSTEMS, INC.	1,245.00
301450	*	003526	BOUND TREE MEDICAL, LLC	53.28
301451	*	009328	BERNARD BREWER	1,035.00
301452	*	BDREFUND	C & L WARD BROS CO	100.00
301453	*	008082	CAMFIL USA INC	2,592.87
301454	*	009078	CANON SOLUTIONS AMERICA INC	585.01
301455	*	009809	CAROLINE ROBINSON	157.25
301456	*	000595	CARRIER & GABLE INC	508.20
301457	*	009985	CED TECHNOLOGIES INTERNATIONAL INC	10,823.00
301458	*	BDREFUND	CEDAR PRESERVATION SYSTEMS LLC	100.00
301459	*	000902	CENGAGE LEARNING INC	59.97
301460	*	004269	CENTER POINT LARGE PRINT	143.35
301461	*	009168	CHET'S CLEANING INC	350.00
301462	*	BDREFUND	CHOICE INVESTMENTS LLC	500.00
301463	*	009319	COMPTON PRESS INDUSTRIES LLC	3,274.16
301464	*	BDREFUND	CONREST INC.	500.00
301465	*	000627	CONSUMERS ENERGY	1,162.61
301466	*	008512	COOL THREADS EMBROIDERY	122.99
301467	*	009815	CULLIGAN OF ANN ARBOR/DETROIT	25.29
301468	*	000233	DEAN SELLERS	571.33
301469	*	BDREFUND	DETROIT BUILD INC	200.00
301470	*	000179	DTE ENERGY	51.19
301471	*	000179	DTE ENERGY	185.83
301472	*	000179	DTE ENERGY	832.29
301473	*	000179	DTE ENERGY	199.59
301474	*	000179	DTE ENERGY	586.23

City of Birmingham

Warrant List Dated 12/19/2024

Meeting of 01/13/2025

Check Number	Early Release	Vendor #	Vendor	Amount
301475	*	000179	DTE ENERGY	80.40
301476	*	000179	DTE ENERGY	21.43
301477	*	000179	DTE ENERGY	107.54
301478	*	000180	DTE ENERGY	62,865.49
301479	*	BDREFUND	DUZAN, JASON	500.00
301480	*	009340	DVM UTILITIES	131,647.44
301481	*	004493	ELITE IMAGING SYSTEMS, INC	727.88
301482	*	008338	ELM USA, INC.	236.43
301483	*	009968	EMERGENCY VEHICLES PLUS	45,939.00
301484	*	008970	ENCODEPLUS, LLC	4,250.00
301485	*	001223	FAST SIGNS	220.70
301486	*	BDREFUND	FOUNDATION RESTORATION	200.00
301487	*	BDREFUND	FOUNDATION SYSTEMS OF MICHIGAN INC.	100.00
301488	*	MISC	GEOFFREY BENNETT	26.95
301489	*	BDREFUND	GGA SERVICES LLC	1,400.00
301490	*	009556	MADELINE GOLD	180.00
301491	*	009807	GRAND ARBOR SUPPLY	100.96
301492	*	000249	GA BUSINESS PURCHASER LLC	324.64
301493	*	001531	GUNNERS METER & PARTS INC	300.00
301494	*	001447	HALT FIRE INC	3,741.29
301495	*	BDREFUND	HANSONS GROUP LLC	500.00
301496	*	BDREFUND	HARTFORD ROOFING & WARRANTY CO LLC	100.00
301497	*	009984	HERO INDUSTRIES, INC	450.00
301498	*	001846	HIGHWAY MAINTENANCE AND	1,500.00
301499	*	BDREFUND	HM HOMES LLC	2,000.00
301500	*	001956	HOME DEPOT CREDIT SERVICES	1,054.82
301501	*	000980	ICE SPORTS INDUSTRY	395.00
301502	*	001090	INGRAM LIBRARY SERVICES	11,070.11
301504	*	000342	INTERSTATE BATTERIES OF SE MICH	611.62
301505	*	009401	IRENE S WASSEL	750.00
301506	*	008457	ITALIA CONSTRUCTION INC	130,238.97
301507	*	BDREFUND	ITEC ENTERPRISES LLC	100.00
301508	*	009724	JOHN CONNOR	145.00
301509	*	009946	JORDAN ZUPPKE LAW	437.50
301510	*	009403	JUSTIN ZAYID	2,375.00
301511	*	BDREFUND	KELLY BUILDING & DEVELOPMENT CO LLC	700.00
301512	*	BDREFUND	KING, STEPHEN	100.00
301513	*	BDREFUND	KLEIN, ERIC	25.00
301514	*	004904	KONICA MINOLTA BUSINESS SOLUTIONS	2,521.45
301515	*	MISC	LAURA LENA ROSE	36.02
301516	*	009386	LAW OFFICE OF BRIAN P. FENECH	3,950.00
301517	*	009963	LAW OFFICE OF ROBERT J MORAD PLLC	1,500.00
301518	*	BDREFUND	LEVY, KIM DENT	100.00

City of Birmingham
Warrant List Dated 12/19/2024

Meeting of 01/13/2025

Check Number	Early Release	Vendor #	Vendor	Amount
301519	*	BDREFUND	LYNCH CUSTOM HOMES	1,400.00
301520	*	BDREFUND	MAC'S CONSTRUCTION	500.00
301521	*	001106	MAPERS	200.00
301522	*	009546	MASTERS TELECOM	64.28
301523	*	BDREFUND	MC GOVERN INC	100.00
301524	*	000972	MCKESSON MEDICAL-SURGICAL	87.04
301525	*	009888	MEGAN BECK	567.00
301526	*	006349	MIDWEST COLLABORATIVE	120.00
301527	*	000230	MIKE SAVOIE CHEVROLET INC	2,047.28
301528	*	007744	MOHAMED F. CHAMMAA	61.64
301529	*	009371	NACY ENGINEERING & FABRICATION LLC	1,500.00
301530	*	000477	OAKLAND COUNTY	536,790.17
301531	*	009578	OLIVIA PARKIN	1,058.25
301532	*	006785	OVERDRIVE, INC.	13,628.65
301533	*	BDREFUND	PETRUCCI, NICOLAS	100.00
301534	*	009612	PLAYAWAY PRODUCTS LLC	1,653.53
301535	*	009364	TOTAL RESPONSE	4,478.70
301536	*	009951	PRINTMASTERS	75.50
301537	*	BDREFUND	PURE ENERGY WINDOW	100.00
301538	*	009394	RABAA & NACHAWATI PLLC	2,250.00
301539	*	009394	RABAA & NACHAWATI PLLC	1,125.00
301540	*	BDREFUND	RENAISSANCE BUILDING SERVICES LLC	500.00
301541	*	BDREFUND	RENEWAL BY ANDERSEN	500.00
301542	*	009949	SMALL LAW PLLC	425.00
301543	*	007054	MICHAEL ROMANOWSKI	223.66
301544	*	MISC	ROSS LEIBOLD	333.00
301545	*	BDREFUND	Sam Surnow	100.00
301546	*	MISC	SARA ALEXANDER	19.24
301547	*	BDREFUND	SCHOENHERR HOMES LLC	100.00
301548	*	007142	SHERWIN-WILLIAMS COMPANY	161.26
301549	*	008815	SHI INTERNATIONAL CORP.	968.52
301550	*	BDREFUND	SINACORI LANDSCAPING	200.00
301551	*	002809	STATE OF MICHIGAN	1,026.22
301552	*	BDREFUND	STEWART BUILDING	2,000.00
301553	*	006749	SUPERIOR SCAPE, INC	48,130.00
301554	*	BDREFUND	TAILOR MADE WINDOWS DOORS SIDING	100.00
301555	*	001076	TAYLOR FREEZER OF MICH INC	325.00
301556	*	008944	THE PRINT STOP, INC.	150.00
301557	*	004058	TOP HAT & TAILS CARRIAGE CO INC	5,100.00
301558	*	009552	TRAFFIC & SAFETY CONTROL SYSTEMS	1,268.00
301559	*	BDREFUND	TRESNAK CONSTRUCTION INC	1,000.00
301560	*	BDREFUND	TUFF SHED INC	100.00
301561	*	009863	US BANK EQUIPMENT FINANCE	69.93

City of Birmingham

Warrant List Dated 12/19/2024

Meeting of 01/13/2025

Check Number	Early Release	Vendor #	Vendor	Amount
301562	*	000158	VERIZON WIRELESS	49.24
301563	*	000158	VERIZON WIRELESS	295.44
301564	*	000158	VERIZON WIRELESS	308.16
301565	*	000158	VERIZON WIRELESS	406.24
301566	*	006491	VILLAGE AUTOMOTIVE INC	248.20
301567	*	009140	WAHL TENTS	30,300.00
301568	*	007620	WJE-WISS, JANNEY, ELSTNER ASSOC.INC	21,600.00
301569	*	005112	WOLVERINE	100.10
301570	*	000309	ZEP SALES AND SERVICE	118.49
SUBTOTAL PAPER CHECK				\$1,208,279.29
<u>ACH TRANSACTION</u>				
12272	*	009943	ABIGAIL MURPHY	120.00
12273	*	003708	AIRGAS USA, LLC	407.50
12274	*	009393	AMANDA MCBRIDE	750.00
12275	*	008655	ANGELO IAFRATE CONSTRUCTION	137,767.13
12276	*	009383	BATTI LAW PLLC	750.00
12277	*	000517	BEIER HOWLETT PC	47,395.43
12278	*	007345	BEVERLY HILLS ACE	57.56
12279	*	006683	BIRMINGHAM LAWN MAINTENANCE, INC	32,425.75
12280	*	008840	BIRMINGHAM PUBLIC SCHOOLS-TAXES	2,384,599.71
12281	*	000605	CINTAS CORPORATION	359.11
12282	*	000605	CINTAS CORPORATION	259.90
12283	*	000605	CINTAS CORPORATION	45.04
12284	*	000605	CINTAS CORPORATION	200.75
12285	*	009752	CITY OF BIRMINGHAM #255	1,578.32
12286	*	009929	CITY OF BIRMINGHAM #263	14,471.00
12287	*	009942	CLARA ANTAKI	320.00
12288	*	009947	MCLAUGHLIN LAW PLLC	3,000.00
12289	*	001750	COMERICA BANK	300,665.68
12290	*	003176	COMERICA BANK - RHC	102,072.43
12291	*	002668	CONTRACTORS CLOTHING CO	4,949.47
12292	*	009920	CORPORATE DINING CONCEPTS	279.00
12293	*	009840	THOMAS S. KLISE COMPANY, INC	266.84
12294	*	009195	CROWN CASTLE FIBER LLC	4,361.82
12295	*	009024	D.M. BURR GROUP	4,891.29
12296	*	009873	D/A CENTRAL INC.	2,455.61
12297	*	009529	DAVEY RESOURCE GROUP, INC.	18,100.00
12298	*	009181	DELTA TEMP SERVICES INC	4,267.56
12299	*	009515	KAMERON DIMITRY	119.93
12300	*	000565	DORNBOS SIGN & SAFETY INC	101.00
12301	*	006689	F.D.M. CONTRACTING INC.	684,942.01
12302	*	009387	FRAIBERG & PERNIE PLLC	7,401.04
12303	*	001663	SCOTT GAYNE	77.83

City of Birmingham
Warrant List Dated 12/19/2024

Meeting of 01/13/2025

Check Number	Early Release	Vendor #	Vendor	Amount
12304	*	001672	HAYES PRECISION INC	90.00
12305	*	007927	MICHELLE HOLLO	455.00
12306	*	000948	HYDROCORP	10,146.00
12307	*	000261	J.H. HART URBAN FORESTRY	21,810.45
12308	*	002576	JAX KAR WASH	116.00
12309	*	009249	JCC CREATIVE LLC	150.00
12310	*	003458	JOE'S AUTO PARTS, INC.	444.08
12311	*	008827	KANOPY, INC	453.05
12312	*	004085	KONE INC	2,086.45
12313	*	007096	CANDACE KUK-LAFERLE	203.00
12314	*	009392	LAMB LEGAL CONSULTING SERVICES	750.00
12315	*	009385	LAW OFFICE OF MICHAEL J. DICK	1,937.50
12316	*	005550	LEE & ASSOCIATES CO., INC.	1,881.12
12317	*	000795	LIBRARY DESIGN ASSOCIATES, INC.	2,195.00
12318	*	003527	LOWER HURON SUPPLY CO INC	845.08
12319	*	002013	MIDWEST TAPE	11,811.42
12320	*	001194	NELSON BROTHERS SEWER	2,905.00
12321	*	001864	NOWAK & FRAUS ENGINEERS	59,410.00
12322	*	008843	OAKLAND COUNTY TREASURER- TAX PYMNT	1,256,064.89
12323	*	002767	OSCAR W. LARSON CO.	239.00
12324	*	009820	PLUNKETT COONEY	2,117.86
12325	*	003554	RKA PETROLEUM	12,209.33
12326	*	001181	ROSE PEST SOLUTIONS	382.00
12327	*	004887	TRUCK & TRAILER SPECIALTIES INC	851.38
12328	*	005861	UNIQUE MGMT SERVICE, INC	82.40
SUBTOTAL ACH TRANSACTION				\$5,149,094.72
GRAND TOTAL				\$6,357,374.01

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



Mark Gerber
Finance Director/ Treasurer

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

City of Birmingham

Warrant List Dated 01/09/2025

Meeting of 01/13/2025

Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
301571	*	000855	48TH DISTRICT COURT	484,249.00
301572	*	TAXMISC	A COMPREHENSIVE DERMATOLOGY CENTER	224.56
301573		006638	ACTION MAT & TOWEL RENTAL, INC	106.08
301574		009440	ALLIANCE ENTERTAINMENT, LLC	1,027.57
301575		BDREFUND	AMERICAN STANDARD ROOFING	200.00
301576		000167	ANDERSON ECKSTEIN WESTRICK INC	377.50
301577		MISC	ANN ARBOR DISTRICT LIBRARY	17.99
301578		BDREFUND	ANNE M MILLER TRUST	100.00
301579		BDREFUND	ANTO GLASS BLOCK INC	200.00
301580	*	001466	ASCAP	500.00
301581	*	006759	AT&T	2,153.97
301582	*	006759	AT&T	52.11
301583	*	003703	AT&T MOBILITY	1,912.03
301584		009568	BEDROCK EXPRESS LTD	1,315.60
301585		BDREFUND	BELFOR USA GROUP INC	500.00
301586		006782	BIBLIOTHECA, LLC	1,785.00
301587	*	TAXMISC	BIRMINGHAM PROFESSIONAL OFFICES LLC	3,177.04
301588		003526	BOUND TREE MEDICAL, LLC	163.98
301589	*	TAXMISC	BRIAN WEGNER	1,457.52
301590	*	009078	CANON SOLUTIONS AMERICA INC	36.32
301591	*	003904	CAPITAL ONE BANK	6,461.61
301592		BDREFUND	CASWELL MODERNIZATION CO INC	1,000.00
301593	*	000444	CDW GOVERNMENT INC	14,398.59
301594		009137	CGS, INC	1,950.00
301595		008243	CHARTER TOWNSHIP OF BLOOMFIELD	7,711.00
301596	*	TAXMISC	CHRISTINE BAKALIS	717.15
301597	*	000627	CONSUMERS ENERGY	11,025.35
301598	*	TAXMISC	CORELOGIC TAX SERVICE	23,665.81
301599		BDREFUND	CREATIVE BRICK PAVING & LANDSCAPING	200.00
301600		009840	THOMAS S. KLISE COMPANY, INC	146.22
301601		000575	DEMCO, INC	152.58
301602		008777	DESIGN INDUSTRY, LLC	3,375.76
301603		BDREFUND	DETROIT BUILD INC	200.00
301604		007196	DIVERSIFIED SPEC SALES INC.	2,716.25
301605	*	TAXMISC	DONALD BEAM	9.00
301606		MISC	DOW JONES & COMPANY INC.	1,285.00
301607	*	000190	DOWNRIVER REFRIGERATION	33.18
301608	*	000179	DTE ENERGY	6,292.87
301609	*	000179	DTE ENERGY	36.04
301610	*	000179	DTE ENERGY	178.00
301611		000179	DTE ENERGY	17.62
301612	*	000179	DTE ENERGY	486.61

City of Birmingham
Warrant List Dated 01/09/2025

Meeting of 01/13/2025

Check Number	Early Release	Vendor #	Vendor	Amount
301613	*	000179	DTE ENERGY	103.83
301614	*	000179	DTE ENERGY	2,236.08
301615	*	000179	DTE ENERGY	59.49
301616	*	000179	DTE ENERGY	383.95
301617	*	000179	DTE ENERGY	7,480.51
301618	*	000179	DTE ENERGY	2,060.96
301619	*	000179	DTE ENERGY	4,759.03
301620	*	000179	DTE ENERGY	2,821.01
301621	*	000179	DTE ENERGY	17.62
301622	*	000179	DTE ENERGY	1,529.41
301623	*	000179	DTE ENERGY	52.36
301624	*	000179	DTE ENERGY	85.96
301625	*	000179	DTE ENERGY	60.18
301626	*	000179	DTE ENERGY	50.66
301627	*	000179	DTE ENERGY	657.92
301628	*	007505	EAGLE LANDSCAPING & SUPPLY	95.00
301629		008164	GARY EISELE	59.63
301630		BDREFUND	ELLIOTT AND MURRAY BUILDERS LLC	100.00
301631	*	008970	ENCODEPLUS, LLC	72.00
301632		004615	ENGLISH GARDENS	2,989.93
301633		001495	ETNA SUPPLY	4,857.39
301634		BDREFUND	FLATROCK CONCRETE CONSTRUCTION	100.00
301635		BDREFUND	FOUNDATION SYSTEMS OF MICHIGAN INC.	400.00
301636		BDREFUND	FOUR SEASONS ROOFING & SHEET METAL	100.00
301637	*	TAXMISC	GEORGE NAHHAS	1,719.28
301638	*	004604	GORDON FOOD	411.38
301639	*	008007	GREAT LAKES WATER AUTHORITY	8,477.88
301640		BDREFUND	GRENNAN CONSTRUCTION	300.00
301641	*	006666	GRID 4 COMMUNICATIONS INC.	228.01
301642		000726	GUARDIAN ALARM	305.12
301643	*	001956	HOME DEPOT CREDIT SERVICES	1,733.98
301644		BDREFUND	HOMELAND SOLAR	200.00
301645		MISC	ISCG	263.80
301646		BDREFUND	J B CONTRACTING COMPANY	1,500.00
301647	*	006695	J. P. COOKE COMPANY	173.25
301648	*	009518	STICK A PIG IN IT	1,675.00
301649		BDREFUND	JASON MUNDINGER	200.00
301650		BDREFUND	JOE JANSEN II	100.00
301651		BDREFUND	KENDALL DESIGN AND BUILD	200.00
301652		BDREFUND	KURTIS KITCHEN & BATH CENTERS	300.00
301653		008553	L.G.K. BUILDING, INC	1,600.00
301654		BDREFUND	LaFata Kitchen and Bath	200.00
301655		BDREFUND	LAKEVIEW HTG PLBG WATERPROOFING INC	2,250.00

City of Birmingham
Warrant List Dated 01/09/2025

Meeting of 01/13/2025

Check Number	Early Release	Vendor #	Vendor	Amount
301656		009375	LITHIA MOTORS, INC SUPPORT SERVICES	132.01
301657		BDREFUND	LLL BUILDERS	1,725.00
301658		BDREFUND	MAINSTREET DESIGN & BUILD	500.00
301659	*	009990	MAPLE PRESS PRINTING & DESIGN	6,376.40
301660		MISC	MARISSA WOLFE	4.00
301661	*	TAXMISC	MASON BARBAT	999.73
301662		BDREFUND	MCGOVERN, INC.	100.00
301663	*	000888	MCKENNA ASSOCIATES INC	43,626.95
301664	*	000646	STATE OF MICHIGAN	230.00
301665		009630	MIDWAY CLEANING CO, LLC	800.00
301666		006349	MIDWEST COLLABORATIVE	5,744.68
301667	*	007163	MOBILE HEALTH RESOURCES	1,903.24
301668		BDREFUND	MONARCH ROOFING COMPANY	100.00
301669		BDREFUND	MORNING STAR BLDG CORP	300.00
301670		BDREFUND	MOSHER DOLAN	300.00
301671		BDREFUND	MUSCAT BROTHERS CONSTRUCTION CO	100.00
301672		006723	NEWMIND GROUP, INC	6,048.00
301673		009704	NOAR TECHNOLOGIES	1,000.00
301674		002853	OAKLAND COMMUNITY COLLEGE	750.00
301675	*	000477	OAKLAND COUNTY	508,980.00
301676	*	000919	OAKLAND COUNTY TREASURER	4,386.07
301677	*	009478	ODP BUSINESS SOLUTIONS, LLC	1,130.38
301678		BDREFUND	Old Woodward STA, LLC	400.00
301679	*	001883	PIONEER DOOR COMPANY INC	27,739.00
301680		BDREFUND	PISTOR, DAVID BRIAN	200.00
301681		009612	PLAYAWAY PRODUCTS LLC	149.98
301682		BDREFUND	PRIEST CONSTRUCTION	100.00
301683		009951	PRINTMASTERS	71.45
301684		004137	R & R FIRE TRUCK REPAIR INC	383.01
301685	*	009394	RABAA & NACHAWATI PLLC	1,125.00
301686	*	009394	RABAA & NACHAWATI PLLC	562.50
301687	*	008342	RAIN MASTER CONTROL SYSTEMS	38.85
301688		008852	REDGUARD FIRE & SECURITY INC	300.00
301689	*	007305	REFRIGERATION SERVICE PLUS	569.00
301690		BDREFUND	RENAISSANCE BUILDING SERVICES LLC	500.00
301691		BDREFUND	RENEWAL BY ANDERSEN	500.00
301692		BDREFUND	renewal by anderson	500.00
301693		002675	RESERVE ACCOUNT	5,000.00
301694	*	007507	RIEDEL SHOES INC	963.00
301695		BDREFUND	ROB KLUCK	100.00
301696		BDREFUND	ROBERT J OTT LIVNG TRUST	100.00
301697		000746	ROCHESTER HILLS PUBLIC LIBRARY	10.99
301698		BDREFUND	ROOFING SOLUTIONS LLC	100.00

City of Birmingham

Warrant List Dated 01/09/2025

Meeting of 01/13/2025

Check Number	Early Release	Vendor #	Vendor	Amount
301699	*	009989	CALVIN ROSETT	128.06
301700	*	000218	ROYAL OAK P.D.Q. LLC	19.73
301701	*	002806	SAM'S CLUB/SYNCHRONY BANK	466.44
301702	*	TAXMISC	SAYSO LLC	220.20
301703	*	001551	SESAC	610.00
301704	*	008073	SITEONE LANDSCAPE SUPPLY, INC	932.20
301705		005128	SOCPPWA	175.00
301706		006347	SOUTHERN COMPUTER WAREHOUSE	2,066.22
301707		BDREFUND	THORNTON & GROOMS INC.	100.00
301708		BDREFUND	THREE C'S LANDSCAPING	1,600.00
301709		BDREFUND	TIMLIN BUILDING & DEVELOPMENT	2,000.00
301710		BDREFUND	TITTLE BROTHERS CONSTRUCTION LLC	100.00
301711		006904	TRAINING FORCE USA	202.00
301712	*	004379	TURNER SANITATION, INC	630.00
301713		000931	VARSITY SHOP	83.76
301714	*	000158	VERIZON WIRELESS	748.52
301715	*	000158	VERIZON WIRELESS	1,635.72
301716	*	000158	VERIZON WIRELESS	103.47
301717	*	000158	VERIZON WIRELESS	76.02
301718	*	000158	VERIZON WIRELESS	98.48
301719		BDREFUND	WALLSIDE INC	500.00
301720	*	004497	WATERFORD REGIONAL FIRE DEPT.	166.30
301721		009026	WELLS FARGO VENDOR FIN SERV	768.47
301722	*	001490	WEST SHORE FIRE INC	10,050.00
301723		BLREFUND	WHISTLE STOP DINER INC	85.00
301724		005112	WOLVERINE	314,145.99
301725	*	009460	BRANDON WYNN	95.00
301726	*	000309	ZEP SALES AND SERVICE	331.02
SUBTOTAL PAPER CHECK				\$1,597,372.37

ACH TRANSACTION

12365		000394	AERO FILTER INC	190.00
12366	*	009323	ALEXANDRIA BINGHAM	212.64
12367	*	003946	ARAMARK	93.45
12368		006683	BIRMINGHAM LAWN MAINTENANCE, INC	1,420.00
12369		008840	BIRMINGHAM PUBLIC SCHOOLS-TAXES	4,271,293.76
12370	*	000542	BLUE WATER INDUSTRIAL PRODUCTS INC	190.20
12371		000605	CINTAS CORPORATION	195.69
12372	*	000605	CINTAS CORPORATION	163.42
12373		000605	CINTAS CORPORATION	104.19
12374	*	000605	CINTAS CORPORATION	84.36
12375		000605	CINTAS CORPORATION	342.48
12376	*	008044	CLUB PROPHET	574.00
12377		002234	CMP DISTRIBUTORS INC	770.00

City of Birmingham
Warrant List Dated 01/09/2025

Meeting of 01/13/2025

Check Number	Early Release	Vendor #	Vendor	Amount
12378	*	001750	COMERICA BANK	15,555.08
12379		002668	CONTRACTORS CLOTHING CO	1,615.50
12379	*	002668	CONTRACTORS CLOTHING CO	226.48
12380		009840	THOMAS S. KLISE COMPANY, INC	135.00
12381		009873	D/A CENTRAL INC.	6,821.78
12382	*	009557	ZECO, LLC	330.00
12383		009515	KAMERON DIMITRY	36.85
12384	*	000565	DORNBOS SIGN & SAFETY INC	1,693.75
12385	*	003801	JANA ECKER	517.00
12386	*	000995	EQUATURE	1,475.29
12387		009916	FASTFIELD, INC.	83.95
12388	*	000213	FIRE DEFENSE EQUIP CO INC	30.00
12389	*	001230	FIRE SYSTEMS OF MICHIGAN LLC	580.00
12390	*	007314	FLEIS AND VANDENBRINK ENG. INC	23,273.31
12391	*	009387	FRAIBERG & PERNIE PLLC	5,963.54
12392	*	008648	HUNTER GILICK	25.00
12393	*	000243	GRAINGER	1,276.31
12394		001318	HERC RENTALS	1,884.73
12395	*	008851	INSIGHT INVESTMENT	8,400.34
12396		000261	J.H. HART URBAN FORESTRY	52,622.54
12397		000186	JACK DOHENY COMPANIES INC	2,007.87
12398	*	009482	JAMIL KIM	1,720.00
12399	*	002576	JAX KAR WASH	5,398.20
12400	*	009559	JENETTE MAITZ	1,505.25
12401	*	003458	JOE'S AUTO PARTS, INC.	1,733.52
12402	*	005465	RYAN KEARNEY	141.98
12403	*	000891	KELLER THOMA	371.25
12404		006370	KLM SCAPE & SNOW LLC	138,989.00
12405		009900	KRAMER MANAGEMENT GROUP, INC.	19,000.00
12406	*	002438	LAIRD PLASTICS INC	245.00
12407	*	005550	LEE & ASSOCIATES CO., INC.	16,725.24
12408	*	007977	KAREN LINGENFELTER	195.75
12409	*	003527	LOWER HURON SUPPLY CO INC	34.20
12410		009864	M.E. SIMPSON COMPANY INC	18,957.00
12411		002013	MIDWEST TAPE	1,402.63
12412		004879	MOTOROLA SOLUTIONS INC	1,875.96
12413		008336	NBS COMMERCIAL INTERIORS	1,310.00
12414	*	007856	NEXT	747.75
12415	*	006359	NYE UNIFORM COMPANY	2,676.50
12416		008843	OAKLAND COUNTY TREASURER- TAX PYMNT	2,415,911.49
12417	*	002767	OSCAR W. LARSON CO.	666.00
12418	*	006853	PAUL C SCOTT PLUMBING INC	300.00
12419	*	001753	PEPSI COLA	387.34

City of Birmingham
Warrant List Dated 01/09/2025

Meeting of 01/13/2025

Check Number	Early Release	Vendor #	Vendor	Amount
12420	*	000486	PLANTE & MORAN PLLC	27,250.00
12421		006729	QUENCH USA INC	438.00
12422		009762	RACHEL MATTI	8,434.31
12423	*	000478	ROAD COMM FOR OAKLAND CO	1,630.85
12424	*	001181	ROSE PEST SOLUTIONS	295.00
12425	*	003785	SIGNS-N-DESIGNS INC	2,285.00
12426		000254	SOCRRA	79,105.00
12427	*	001097	SOCWA	165,495.77
12428		009746	THE SAFETY COMPANY, LLC	123,996.00
12429	*	002037	TOTAL ARMORED CAR SERVICE, INC.	303.97
12430	*	009708	JEREMY TURNER	175.00
12431	*	009266	US SIGNAL COMPANY LLC	7,121.09
12432	*	000969	VIGILANTE SECURITY INC	825.00
12433	*	009128	WITMER PUBLIC SAFETY GROUP INC	331.58
SUBTOTAL ACH TRANSACTION				\$7,448,169.14
GRAND TOTAL				\$9,045,541.51

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



Mark Gerber
Finance Director/ Treasurer

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



MEMORANDUM

Clerk's Office

DATE: December 30, 2024

TO: Jana L. Ecker, City Manager

FROM: Alexandria Bingham, City Clerk

SUBJECT: Set public hearing date for 2024 review and consideration of 2025 license renewals for establishments selling alcoholic liquors

INTRODUCTION:

Annually, the City Commission reviews and considers renewal of all liquor licenses held by Birmingham establishments which sell intoxicating liquor for consumption on premises. The City Commission is requested to set the date of Monday, February 10, 2024 at 7:30 p.m. for the review and renewal of the licenses.

BACKGROUND:

All establishments which hold a liquor license for consumption on premises are required to follow rules set forth in [Chapter 10](#) Alcoholic Liquors of the Birmingham Code of Ordinances. The departments are conducting annual reviews of liquor license establishments which allow on premises consumption. These findings will be presented to the City Commission, which will then consider the 2025 renewal of all liquor licenses held by Birmingham establishments which sell intoxicating liquor for consumption on premises.

LEGAL REVIEW:

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

FISCAL IMPACT:

N/A

SUSTAINABILITY:

N/A

DESIGN CONSIDERATIONS:

N/A

PUBLIC COMMUNICATIONS:

Establishments with liquor licenses for on premises consumption were notified via certified mail of the upcoming review process on Tuesday, November 19, 2024. License holders who are not approved for renewal on February 10, 2025 will be notified via standard mail regarding a

secondary public hearing date of March 10, 2025 for further review of outstanding liquor license applications.

SUMMARY:

City staff recommends setting a public hearing on February 10, 2025 in accordance with the rules set forth in [Chapter 10](#) Alcoholic Liquors of the Birmingham Code of Ordinances to review the previous year's licensing issues and discuss the renewal of liquor licenses for 2025.

ATTACHMENTS:

N/A

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to hold a 2024 review of establishments who hold liquor licenses for consumption on premises and to consider the same establishments for 2025 renewal at the regular City Commission meeting on Monday, February 10, 2025 at 7:30 p.m.



MEMORANDUM

Engineering Department

DATE: January 3, 2025

TO: Jana L. Ecker, City Manager

FROM: Melissa A. Coatta, City Engineer

SUBJECT: Glenhurst Drive and Oak Street All-Way Intersection Review

INTRODUCTION:

The City received a citizen request to determine if all-way stop control should be utilized at the intersection of Glenhurst Drive and Oak Avenue.

BACKGROUND:

The intersection of Glenhurst and Oak currently operates with two-way stop control on the north and south approaches on Glenhurst. Glenhurst and Oak are residential streets located west of Qarton Elementary school.

The City's transportation consultants Fleis and Vandenbrink (F&V) evaluated the intersection's traffic patterns and concluded the following:

- No traffic control is provided on the Oak Avenue east and west approaches.
- During the field review, a large number of parents and children used the intersection at the end of the school day.
- There are ADA ramps and sidewalk approaches on all corners of the intersection.
- There are crosswalk markings provided on the north, south, east, and west legs of the intersection.
- On-street parking is permitted on both sides of Glenhurst Drive and on the west side of Oak Avenue. On the east side of Oak Avenue, no parking is allowed on the south of the street in front of Qarton Elementary.

Further analysis was performed to determine the recommended control type at this intersection. Consistent with the Michigan Manual on Uniform Traffic Control Devices, the criteria for a 4-way stop related to speed, volume, and number of crashes were not met. However, the evaluation found that the intersection does meet the criteria for a 4-way stop due to sight distance.

At the November 7, 2024, MMTB Meeting, the board voted 6-1 to recommend the installation of stop signs on Oak at the intersection of Glenhurst.

LEGAL REVIEW:

The City Attorney has reviewed the proposed Commission action and has no objection.

FISCAL IMPACT:

Adding two new stop signs at the intersection of Glenhurst and Oak will cost approximately \$400.00.

SUSTAINABILITY:

N/A

DESIGN CONSIDERATIONS:

F&V uses the Michigan Manual of Uniform Traffic Control Devices (MMUTCD) for review of stop sign locations and sign design.

PUBLIC COMMUNICATIONS:

This was presented at the November 7, 2024, Multi-Modal Transportation Board meeting.

SUMMARY:

City staff and F&V reviewed the intersection of Glenhurst and Oak for all-way stop control and determined it meets the warrants due to the sight distance for drivers to observe vehicles and pedestrians. Therefore, it is recommended by the MMTB that stop signs be installed on Oak at the intersection of Glenhurst.

ATTACHMENTS:

- November 7, 2024, MMTB packet for the Glenhurst and Oak stop sign evaluation
- Draft November 7, 2024, MMTB minutes

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to install stop signs on Oak Street at the intersection of Glenhurst Drive as recommended by the Multi-Modal Transportation Board.



MEMORANDUM

Engineering Department

DATE: November 1, 2024

TO: Multi-Modal Transportation Board

FROM: Melissa Coatta, Engineering Department
Brooks Cowan, City Planning
Ryan Kearney, Police Captain
Julie Kroll, Fleis & Vandenbrink
Salman Ahmad, Fleis & Vandenbrink
Brad Strader, Cincar Consulting Group

SUBJECT: Glenhurst and Oak All-Way Intersection Review

INTRODUCTION:

The City received a citizen request to determine if all-way stop control should be utilized at the intersection of Glenhurst Drive and Oak Avenue.

BACKGROUND:

Glenhurst and Oak are residential streets that intersect at the northwest corner of existing tennis courts and are west of Quarton Elementary School. The intersection currently operates with two-way stop control on the north and south on Glenhurst Drive approaches.

City traffic consultants Fleis and Vandenbrink (F&V) evaluated the intersection's traffic patterns and concluded the following:

- No traffic control is provided on the Oak Avenue east and west approaches.
- During the field review, a large number of parents and children used the intersection at the end of the school day.
- There are ADA ramps and sidewalk approaches on all corners of the intersection.
- There are crosswalk markings provided on the north, south, east, and west legs of the intersection.
- On-street parking is permitted on both sides of Glenhurst Drive and on the west side of Oak Avenue. On the east side of Oak Avenue, no parking is allowed on the south of the street in front of Quarton Elementary.

Further analysis was performed to determine the recommended control type at this intersection. Consistent with the Michigan Manual on Uniform Traffic Control Devices, the criteria for a 4-way stop related to speed, volume, and crashes were unmet. However, the evaluation found that the intersection does meet the criteria for a 4-way stop due to pedestrian counts.

RECOMMENDATION:

Based on the results of this study, make a motion to the City Commission to implement the following:

1. All-way stop control at the intersection of Glenhurst and Oak Streets.
2. The addition of ALL-WAY supplemental signs to the existing east and west stop signs.

MEMO

VIA EMAIL: cityengineer@bhamgov.org

To: **Birmingham Engineering Department**

From: **Julie M. Kroll, PE, PTOE**
Paul Bonner, EIT
Fleis & VandenBrink Engineering

Date: **November 5, 2024**

Re: **Oak Avenue & N. Glenhurst Drive**
Intersection Evaluation

Fleis & VandenBrink (F&V) staff is pleased to present this memo to the City of Birmingham for your use in evaluating the recommended traffic control for the intersection of Oak Avenue & N. Glenhurst Drive, shown in **Figure 1** below. This study was performed to determine if any traffic control measures should be provided at the study intersection.

FIGURE 1: STUDY INTERSECTION LOCATION MAP



27725 Stansbury Boulevard, Suite 195
Farmington Hills, MI 48334

P: 248.536.0080

F: 248.536.0079

www.fveng.com

The guidance regarding regulatory traffic measures is provided in the *Michigan Manual of Uniform Traffic Control Devices (MMUTCD)* Sections 2B.04, 2B.06, and 2B.07. Additional information is provided in the American Association of State Highway and Transportation Officials (AASHTO) *Geometric Design of Highway and Streets (Green Book)*. F&V referenced the *MMUTCD* and additional documents to evaluate the existing intersection conditions and develop recommendations. The results of the analysis and recommendations are included herein.

INTERSECTION CONTROL ANALYSIS

The study intersection of Oak Avenue & N. Glenhurst Drive is a four-way intersection with two-way stop control on the N. Glenhurst Drive approaches. Section 2B.07 of the *MMUTCD* provides a set of criteria to evaluate in order to determine when the installation of all-way stop should be considered at an intersection. The applicable criterion includes the evaluation of the *Crash History*, *Traffic Volumes*, and *Sight Distance* at the intersection.

A. TRAFFIC VOLUMES

- A. *The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour, for any 8 hours of an average day.*
- B. *The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour; but*
- C. *If the 85th-percentile approach speed of the major-street traffic exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the values provided in Items 1 and 2.*

*When no single criterion is satisfied, but where Criteria A, B, and the Crash Criteria are all satisfied to 80 percent of the minimum values. Criterion C is excluded from this condition. **Not Met.***

- In order to meet the volume criteria, volumes must be present for a period of 8-hours. The data collection at this intersection indicated that this occurred only for 2 hours, during the school pick-up and drop-off periods. Therefore, the intersection does not meet the volume criteria.

B. SIGHT DISTANCE

*Locations where a road user, after stopping, cannot see conflicting traffic and is not able to negotiate the intersection unless conflicting cross traffic is also required to stop. **Met.***

The City of Birmingham conducted an evaluation of the corner clearance for the intersection of Oak Avenue & N. Glenhurst Drive and compared existing conditions to the requirements for corner clearance outlined in the AASHTO *Green Book*. The evaluation indicates that the study intersection does not provide adequate sight distance. Additionally, it was noted that vehicles park within the intersection during school pick-up and drop-off periods.

C. CRASH HISTORY

*Five or more reported crashes in a 12-month period that are susceptible to correction by an all-way stop installation. Such crashes include right-turn and left-turn collisions as well as right-angle collisions. **Not Met.***

F&V reviewed the most recent five (5) years of crash data (January 1, 2019 – December 31, 2023) for the intersection of Oak Avenue & N. Glenhurst Drive. There was one (1) reported crash at the study intersection during this time period. The crash resulted in a southbound vehicle from N. Glenhurst Drive being unable to see a vehicle traveling eastbound on Oak Avenue.

SUMMARY

Results of the analysis are summarized below and show that all-way stop control is not warranted.

Multi-Way Stop Sign Criterion (MMUTCD Section 2B.07)		Met?
A. Traffic Volumes	A. The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day. B. The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour; but C. If the 85th-percentile approach speed of the major-street traffic exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the values provided in Items 1 and 2. When no single criterion is satisfied, but where Criteria A, B, and the Crash Criteria are all satisfied to 80 percent of the minimum values. Criterion C is excluded from this condition.	No
B. Sight Distance	Locations where a road user, after stopping, cannot see conflicting traffic and is not able to negotiate the intersection unless conflicting cross traffic is also required to stop.	Yes
C. Crashes	Five or more reported crashes in a 12-month period that are susceptible to correction by a multi-way stop installation. Such crashes include right-turn and left-turn collisions as well as right-angle collisions.	No
Multi-Way Stop Control Recommended		Yes

RECOMMENDATIONS

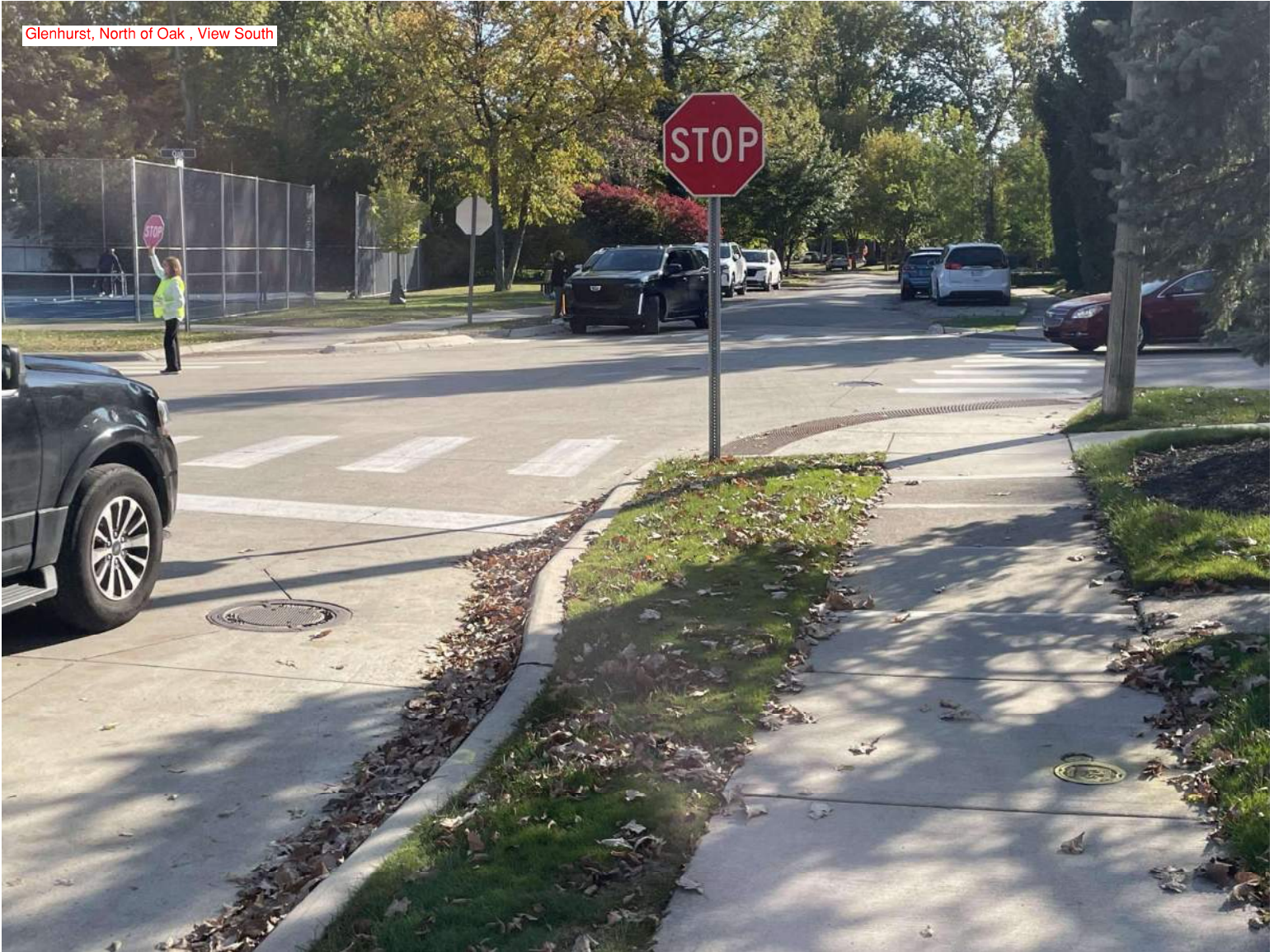
- Based on the results of this study, All-Way Stop control is recommended at the intersection of Oak Avenue & N. Glenhurst Drive.
- Additional parking restrictions and enforcement are recommended, including no parking/yellow curbs painted 20 feet from the crosswalks on each approach and no parking areas adjacent to fire hydrants.
- It is recommended that Quarton Elementary School reviews its traffic operations plan to determine if any changes are recommended to improve the safety during pick-up and drop-off times.

If you have any questions or concerns regarding this engineering analysis, please do not hesitate to contact our office.

Attachments: Intersection Photos

cc: Brooks Cowan, City Planner
Cpt. Ryan Kearney, Birmingham Police Department

Glenhurst, North of Oak , View South



Glenhurst, North of Oak , View South







Glenhurst, North of Oak , View Northeast











City Of Birmingham Multi-Modal Transportation Board
November 7, November 5 2024¹

151 Martin Street, City Commission Room 205, Birmingham, MI

Minutes of the regular meeting of the City of Birmingham Multi-Modal Transportation Board held November 7, November 5 2024². The meeting was convened at 6:00 p.m.

A. Rollcall

Present: Chair Mark Doolittle, Vice Chair Tom Peard; Board Members Gordon Davies, Laura Engelland, Patrick Hillberg, Z. Rosie Koul; Alternate Board Member Timothy Kennedy; Student Representative Jack Lassen

Absent: Board Member David Hocker; Student Representative Owen Reibschied

Staff: Senior Planner Cowan; City Engineer Coatta, City Manager Ecker (left at 7:05 p.m.), City Transcriptionist Eichenhorn, Police Captain Kearney, City Attorney Kucharek (left at 6:48 p.m.)

C2G: Brad Strader

F&V: Julie Kroll

B. Introductions & Chair Comments

Chair Doolittle provided the Board's introductory comments.

C. Review of the Agenda

D. Approval of MMTB Minutes of October 10, 2024

Motion by Hillberg

Seconded by Davies to approve the minutes as written.

Motion carried, 7-0.

VOICE VOTE

Yeas: Koul, Kennedy, Peard, Doolittle, Davies, Engelland, Hillberg

Nays: None

E. Unfinished Business

F. New Business

1. Role of the Multi-Modal Transportation Board and 2. Residential Street Width Policy

Staff spoke about the item and answered informational questions from the Board.

¹As amended by Staff.

²As amended by Staff.

Board member comments were as follows:

- It could be helpful if direction from the City specifically noted that the Board should not be considering costs.
- While some reviews before the Board will be more straightforward, some are more complex. It is helpful to have the Board's input for those reviews.
- Residents need to feel heard, understood, and considered, otherwise residents may be disinclined to trust City government.
- Given the potentially contentious and emotional tenor of cost discussions, it can be helpful to have the Board field comments regarding cost and evaluate possible options based on cost.
- Discussions of cost seem necessary to a technical and objective evaluation.
- It may also be difficult for the Commission to evaluate the cost-benefit analysis for different aspects of projects without input from the Board.
- The Board should seek to evaluate the value of a given project, and the value of different variables within the project.
- The list for the upcoming Commission workshop was well done. One and two were the points most deserving of emphasis. A third point could be added addressing the feeling that the residents did not have easy access to as much information as they wanted or could have been useful.
- It could also be useful to discuss the entirety of a project at once - for instance, all sections of Wimbledon - while noting if it would be divided across different fiscal years.
- There is some concern that the water and sewer infrastructure might cease functioning before all of it is replaced.

2. Sheffield Cut-through

Ms. Kroll presented the item. Ms. Kroll, Mr. Strader, and PC Kearney answered informational questions from the Board.

Motion by Engelland

Seconded by Kennedy to make a motion to the City Commission to add signage to the existing "No Right Turn, 7:00 AM to 9:00 AM" sign on northbound Woodward at Sheffield to include the 4:00 PM to 6:00 PM rush hour timeframe.

Motion carried, 7-0.

VOICE VOTE

Yeas: Koul, Kennedy, Peard, Doolittle, Davies, Engelland, Hillberg

Nays: None

3. N. Glenhurst & Oak

CE Coatta and Ms. Kroll presented the item and answered informational questions from the Board.

Board member comments were as follows:

- A stop sign at the intersection of N. Glenhurst and Oak would likely not address the issue because the issue is generated by the sheer amount of pedestrian and vehicular congestion during school pick-ups and drop-offs.
- Alternatively, an all-way stop at N. Glenhurst and Oak could still be valuable to improve the pedestrian experience.
- An all-way stop was recently installed at Frank and Pierce and it benefitted the intersection even though the sight-distance issues may have been less acute than some other intersections.
- The proposed all-way stop sign would not likely divert traffic to neighboring streets.

Motion by Doolittle

Seconded by Hillberg to, based on the results of this study, make a motion to the City Commission to implement the following: 1. All-way stop control at the intersection of Glenhurst and Oak Street. 2. The addition of ALL-WAY supplemental signs to the existing east and west stop signs.

Motion carried, 6-1.

VOICE VOTE

Yeas: Koul, Kennedy, Doolittle, Davies, Engelland, Hillberg

Nays: Peard

G. Communications

Ms. Kroll summarized the Old Woodward and Oak Avenue, and Old Woodward and Willits Traffic Control Review and answered informational questions from the Board.

Communications may be found in the evening's agenda packet.

H. Meeting Open to the Public for items not on the Agenda

SP Cowan explained a brief procedural matter.

Sean Kershaw commented regarding concerns about traffic and parking congestion on Northlawn.

I. Next Meeting

J. Adjournment

No further business being evident, the Board adjourned at 7:57 p.m.



Brooks Cowan, Senior Planner

Laura Eichenhorn, City Transcriptionist



MEMORANDUM

Planning Department

DATE: December 20, 2024

TO: Jana L. Ecker, City Manager

FROM: Nicholas Dupuis, Planning Director

SUBJECT: Set Public Hearing for 34244 Woodward – Bistro Joes– Special Land Use Permit Amendment (Ownership Change)

INTRODUCTION:

The applicant has submitted a Special Land Use Permit (SLUP) Amendment application to change ownership of an existing food and drink establishment serving alcoholic liquors for on premise consumption. The subject site, Bistro Joes, is located on the east side of Woodward between Webster and Haynes. Bistro Joes is unique in that it operates within the Papa Joes market in a mezzanine complete with its own kitchen, restroom facilities, indoor and outdoor dining. The current request for a change in ownership is for the Bistro Joes establishment only. The ownership of Papa Joes market will not be changing as a part of this request.

The transfer of ownership will not include any changes to the use of the business/property, nor will any changes in the site/property occur as a result of this transfer. If approved, the Special Land Use Permit would be transferred from Joes Bistro, LLC to M&D Woodward, LLC.

BACKGROUND:

On November 19, 2007, the City Commission moved to approve the original Special Land Use Permit, Final Site Plan and Design Review application for Bistro Joes. Over time, the SLUP has been amended a few times and a few design changes have been made to the space. This request is to transfer ownership of the bistro in its current approved state, which consists of 64 indoor seats and 60 outdoor dining seats on the mezzanine within the Papa Joes Market.

It is worth noting that in the past, City Staff has held concerns about the additional mezzanine seating that is located behind the restaurant. During annual liquor license reviews in 2023, the City Commission spent considerable time discussing this issue with City Staff and the current owner and ultimately moved to renew their liquor license through with the understanding that the additional seating was to be used for Papa Joes customers only.

LEGAL REVIEW:

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

executed contract will be thoroughly reviewed at the time of the public hearing.

FISCAL IMPACT:

There are no fiscal impacts for this agenda item.

SUSTAINABILITY:

Not applicable.

DESIGN CONSIDERATIONS:

No design changes proposed.

PUBLIC COMMUNICATIONS:

As required for Special Land Use Permit Reviews, a legal ad will be placed in a newspaper of local circulation to advertise the public hearing at the City Commission meeting on February 10, 2025. In addition, postcards will be sent out to property owners and occupants within 300 feet of the subject site.

SUMMARY:

The Planning Division requests that the City Commission consider setting a public hearing date of February 10, 2025 to consider the Special Land Use Permit Amendment for 34244 Woodward to transfer ownership and update the Special Land Use Permit to the proposed new owner, M&D Woodward, LLC.

ATTACHMENTS:

Please see attached the following documents:

- Special Land Use Permit Resolution
- Special Land Use Permit Contract
- Application Materials
- Most Recent Approved Site/Design Plans (2013)

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to set a public hearing date of February 10, 2025 to consider the Special Land Use Permit Amendment for 34244 Woodward to transfer ownership and update the Special Land Use Permit to the proposed new owner, M&D Woodward, LLC.

**Bistro Joes
34244 Woodward
Special Land Use Permit Amendment 2025**

WHEREAS, The City Commission granted a Special Land Use Permit, Final Site Plan and Design Review approval for Bistro Joes at 34244 Woodward on November 19, 2007;

WHEREAS, A Special Land Use Permit Amendment application was filed in December 2024 for approval of the transfer of ownership of an existing food and drink establishment serving alcoholic liquors for on premise consumption at 34244 Woodward from Joes Bistro, LLC to M&D Woodward, LLC (herein after referred to as "Bistro Joes");

WHEREAS, The land for which the Special Land Use Permit Amendment is sought is located on the east side of Woodward between Webster and Haynes;

WHEREAS, The land is zoned B2 (General Business) and MU7 & MU5 (Triangle District Overlay), which permits alcoholic beverage sales for on premise consumption with a Special Land Use Permit;

WHEREAS, Article 7, section 7.34 of Chapter 126, Zoning requires a Special Land Use Permit to be considered and acted upon by the Birmingham City Commission, after receiving recommendations on the site plan and design from the Planning Board for the proposed Special Land Use;

WHEREAS, The applicant has stated that there will be no modification to the premises, structurally, and that the applicant will continue the menu and design submitted under the original Special Land Use Permit, thus not necessitating a Final Site Plan and Design Review at the Planning Board;

WHEREAS, The Birmingham City Commission has conducted a public hearing on February 10, 2025, and has reviewed Bistro Joes' Special Land Use Permit Amendment application and the standards for such review as set forth in Article 7, section 7.36 of Chapter 126, Zoning, of the City Code;

WHEREAS, the City of Birmingham Commission is granting a contract to Bistro Joes for the approval of a Special Land Use Permit Amendment for the use of an on premise liquor license.

NOW, THEREFORE, BE IT RESOLVED, The Birmingham City Commission finds the standards imposed under the City Code have been met, subject to the conditions below, and that Bistro Joes' application for a Special Land Use Permit Amendment at 34244 Woodward is hereby approved;

BE IT FURTHER RESOLVED, That the City Commission determines that to ensure continued compliance with Code standards and to protect public health, safety, and welfare, this Special Land Use Permit Amendment is granted subject to the following conditions:

1. Bistro Joes shall abide by all provisions of the Birmingham City Code;
2. Bistro Joes shall comply with the approved site and design plans and any

- amendments thereto, and all conditions of approval assigned by the Planning Board and City Commission in 2007; and
3. The Special Land Use Permit may be canceled by the City Commission upon finding after proper notice and a hearing that the continued use is not in the public interest.

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

BE IT FURTHER RESOLVED, Except as herein specifically provided, Bistro Joes 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 Bistro Joes 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 Bistro Joes is recommended for approval of the transfer of ownership of an existing food and drink establishment serving alcoholic liquors for on premise consumption at 34244 Woodward from Joes Bistro, LLC to M&D Woodward, LLC, above all others, subject to final inspection.

I, Alexandria Bingham, City Clerk of the City of Birmingham, Michigan, do hereby certify that the foregoing is a true and correct copy of the resolution adopted by the Birmingham City Commission at its regular meeting held on February 10, 2025.

Alexandria Bingham
City Clerk

CONTRACT FOR A SPECIAL LAND USE PERMIT 34244 WOODWARD – BISTRO JOES

This Contract is entered into this ____ day of _____, 2025 by and between **M&D WOODWARD, LLC**, whose address is 1711 E. Auburn Rd, Rochester Hills MI 48307 (hereinafter referred to as "Bistro Joes"), **JOES BISTRO, LLC**, whose address is 6900 N. Rochester Rd., Rochester Hills MI 48306 (Property Owner), and the **CITY OF BIRMINGHAM**, a Michigan Municipal Corporation, whose address is 151 Martin Street, Birmingham, Michigan 48009 (City).

R E C I T A L S:

WHEREAS, The City Commission granted a Special Land Use Permit, Final Site Plan and Design Review approval for Bistro Joes at 34244 Woodward on November 19, 2007;

WHEREAS, A Special Land Use Permit Amendment application was filed in December 2024 for approval of the transfer of ownership of an existing food and drink establishment serving alcoholic liquors for on premise consumption at 34244 Woodward from Joes Bistro, LLC to M&D Woodward, LLC (herein after referred to as "Bistro Joes");

WHEREAS, The land for which the Special Land Use Permit Amendment is sought is located on the east side of Woodward between Webster and Haynes;

WHEREAS, The land is zoned B2 (General Business) and MU7 & MU5 (Triangle District Overlay), which permits alcoholic beverage sales for on premise consumption with a Special Land Use Permit;

WHEREAS, Article 7, section 7.34 of Chapter 126, Zoning requires a Special Land Use Permit to be considered and acted upon by the Birmingham City Commission, after receiving recommendations on the site plan and design from the Planning Board for the proposed Special Land Use;

WHEREAS, The applicant has stated that there will be no modification to the premises, structurally, and that the applicant will continue the menu and design submitted under the original Special Land Use Permit, thus not necessitating a Final Site Plan and Design Review at the Planning Board;

WHEREAS, The Birmingham City Commission has conducted a public hearing on February 10, 2025, and has reviewed Bistro Joes' Special Land Use Permit Amendment application and the standards for such review as set forth in Article 7, section 7.36 of Chapter 126, Zoning, of the City Code;

WHEREAS, the City of Birmingham Commission is granting a contract to Bistro Joes for the approval of a Special Land Use Permit Amendment for the use of an on premise liquor license.

NOW, THEREFORE, the parties agree as follows:

1. Bistro Joes will utilize a state issued liquor license for use solely at the Property. Any transfer of the aforementioned license from the Property to any other location in the City of Birmingham shall require the approval of the Birmingham City Commission in accordance with Section 10-83 of the City of Birmingham Code of Ordinances. In addition, any expansion of the Property shall also require the approval of the Birmingham City Commission.

2. Bistro Joes further acknowledges that it must maintain a Special Land Use Permit for the sale of alcoholic liquors for on premise consumption as required by the Birmingham City Code of Ordinances. It is agreed that Bistro Joes shall comply with all provisions of the Special Land Use Permit, or any amendments thereto, as a condition of this contract. Bistro Joes further acknowledges and agrees that a violation of any provision of the Special Land Use Permit or the Michigan Liquor Control Code is a violation of the terms of this contract entitling the City to exercise any or all of the remedies provided herein.

3. Bistro Joes acknowledges that no modifications to the site plan, floor plan, elevations or operation of the establishment may be made unless approved by the City Commission through a Special Land Use Permit Amendment as required in the Zoning Ordinance. Modifications include, but are not limited to, name changes, ownership changes, remodeling, changes in the number of interior or exterior seats, etc.

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

5. Bistro Joes agrees that it shall not apply or seek from the Michigan Liquor Control Commission any permit endorsements to its liquor license whether available in the current Michigan Liquor Control Code or in future Michigan Liquor Control Codes, or amendments thereto, without the prior approval of the Birmingham City Commission.

6. Bistro Joes further agrees that it shall not seek any change in its license status/class whether such changes are available now in the current Michigan Liquor Control Code or in future Michigan Liquor Control Codes, or amendments thereto, without prior approval of the Birmingham City Commission.

7. Bistro Joes agrees that it shall adhere to all Federal, State and Local ordinances currently in effect or as subsequently amended or enacted.

8. Bistro Joes agrees that its failure to follow any of the provisions herein may be grounds for the Michigan Liquor Control Commission to suspend, revoke or not renew its liquor license and/or for the Birmingham City Commission to revoke the Special Land Use Permit, either of which would prohibit Bistro Joes from operating the establishment. Bistro Joes agrees that in addition to the City of Birmingham's right to seek suspension, revocation or non-renewal of its liquor license and/or revocation of the Special Land Use Permit, the City retains any and all rights to enforce this Contract that may be available to it in law or in equity. Bistro Joes further agrees that it shall reimburse the City all of its costs and actual attorney fees incurred by the City in seeking the suspension, revocation or non-renewal of its liquor license and revocation of the Special Land Use Permit, as well as enforcing such other rights as may be available at law and/or in equity.

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

10. In the event Bistro Joes fails to reimburse the City the costs and/or attorney fees as required herein, or any part thereof, then said amount could be transferred to the tax roll in accordance with Section 1-14 of the Birmingham City Code as acknowledged by the Property Owner.

11. Any disputes arising under this Contract, not within the jurisdiction of the Michigan Liquor Control Commission, shall be settled either by commencement of a suit in Oakland County Circuit Court or by compulsory arbitration, at the election of the City. If both parties elect to have the dispute resolved by arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan and administered by the American Arbitration Association with one arbitrator being used, or three arbitrators in the event any party's claim exceeds \$1,000,000. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Such arbitration shall qualify as statutory arbitration pursuant to MCL §600.5001 et seq., and the Oakland County Circuit Court or any court having jurisdiction shall render judgment upon the award of the arbitrator made pursuant to this Agreement. The laws of the State of Michigan shall govern this Agreement, and the arbitration shall take place in Oakland County, Michigan. In the event that the parties elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suit in a federal or state court with jurisdiction over Oakland County, Michigan.

12. This contract shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan.

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

14. The City determines that to ensure continued compliance with Code standards and to protect public health, safety, and welfare, this Special Land Use Permit Amendment is granted subject to the following conditions:

- a. Bistro Joes shall abide by all provisions of the Birmingham City Code;
- b. Bistro Joes shall comply shall comply with the approved site and design plans and any amendments thereto, and all conditions of approval assigned by the Planning Board and City Commission in 2007; and

- c. The Special Land Use Permit may be canceled by the City Commission upon finding after proper notice and a hearing that the continued use is not in the public interest.

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

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

17. Bistro Joes is recommended for the operation of an establishment serving alcoholic beverages for on premise consumption, above all others, subject to final inspection.

18. This Contract shall be binding upon and apply and inure to the benefit of the parties hereto and their respective successors or assigns. The covenants, conditions, and the agreements herein contained are hereby declared binding on the City and Bistro Joes. It is further agreed that there shall be no change, modification, or alteration hereof, except in writing, signed by all of the parties hereto. Neither party shall assign any of the rights under this contract without prior approval, in writing, of the other. Any attempt at assignment without prior written consent shall be void and of no effect.

(This space intentionally left blank)

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

M&D WOODWARD, LLC (Bistro Joes)

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 **M&D WOODWARD, LLC** to do so signed this Agreement.

Notary Public

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

JOES BISTRO, LLC (Property Owner)
(as to paragraph 10 only)

By: _____

Its: _____

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this _____ day of _____, 2025, before me personally appeared _____, who acknowledged that with authority on behalf of **JOES BISTRO, 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)

M&D Woodward LLC
1711 E. Auburn Road
Rochester Hills, MI 48307

City of Birmingham
Planning Division
Attn: Nicolas Dupius
151 Martin Street
Birmingham, MI 48009

November 26, 2024

Dear Nicholas Dupuis,

The purpose of this letter is to introduce M&D Woodward LLC, and its owners, to the officials of the City of Birmingham.

M&D Woodward was established for the purpose of acquiring Bistro Joe's in Birmingham, located at 34244 Woodward Avenue. The owners, Matthew Moore and Deni Bozinovski, own and operate twelve full-service restaurants across Oakland and Macomb County and are interested in expanding into your community.

Having been in the food and beverage industry since 2011 we have the knowledge to recognize the potential to expand our business. With that, when the opportunity to purchase Bistro Joe's arose, we were excited to acquire an already established and successful business

Upon city approval and closing on the sale of the business, M&D Woodward LLC will assume ownership and operate Bistro Joe's, as it is today.

We thank you for your consideration and look forward to building our relationship with the City of Birmingham.

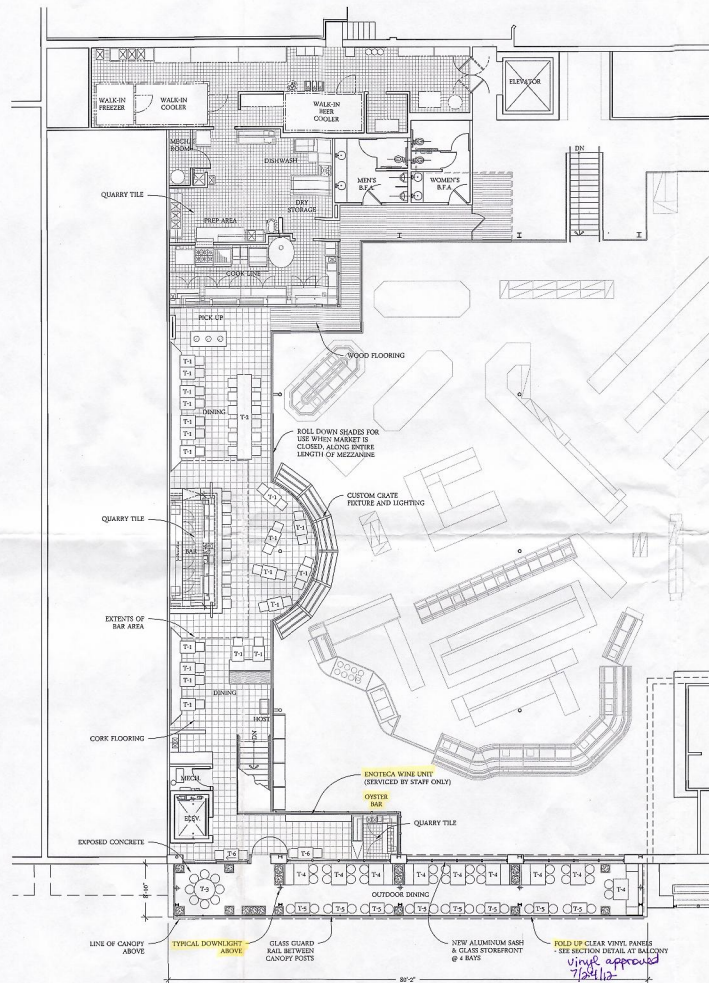
Sincerely,



Deni Bozinovski



Matthew Moore



BISTRO JOE'S - SEATING COUNT

BAR	10
DINING	44
TOTAL	54

BALCONY CAFE: 40

Mezzanine Floor Plan
scale 1/8" = 1'-0"

5H

Project:

Joe's Bistro
375 E. Park St., Burlington, VT 05401
34244 Woodland Avenue, Burlington, VT 05401

Scale:

Issue Date:	
SUP	12/2/11
Administrative	
Approval	6/26/12
Administrative	
Approval	4/26/13
Administrative	
Approval	5/13/13

Sheet Title:

Mezzanine
Floor Plan

Sheet Number:



MEMORANDUM

Building Department

DATE: January 2, 2025

TO: Jana L. Ecker, City Manager

FROM: Bruce R. Johnson, Building Official

SUBJECT: McKenna Agreement

INTRODUCTION:

In 2015, the City established a professional services agreement with McKenna Associates, Inc. to enhance the Building Department's capabilities, including inspections, plan reviews and code enforcement. This agreement was updated and extended in 2020 to ensure continuity of services. The current agreement is set to expire on January 13, 2025. Given the significant volume of residential construction and several ongoing large-scale commercial projects, the Building Department recommends extending the agreement for an additional five years.

BACKGROUND:

Over the past ten years, the Building Department has relied on McKenna as a vital resource to help manage the City's high volume of construction activity. Currently, five McKenna staff members are dedicated to the department, providing essential support in building, mechanical, and plumbing inspections, as well as code enforcement at construction sites. These team members are exclusively assigned to Birmingham, making them well-versed in our processes and procedures. They have also built strong relationships with City staff, contractors, and residents ensuring seamless collaboration and effective service delivery.

The fees McKenna charges for the services we are using have remained unchanged over the past five years. They have now proposed a modest 2.4% increase per each of the past five years to account for inflation and additional professional liability insurance required by the City.

LEGAL REVIEW:

The City Attorney has reviewed the amended and restated agreement and has no legal concerns.

FISCAL IMPACT:

The services provided under this agreement are fully funded by revenue generated from permit fees. Each year, the Building Department allocates budgeted funds for these services based on projected permit activity and anticipated revenue.

SUSTAINABILITY:

Not applicable for this agreement.

DESIGN CONSIDERATIONS:

Not applicable to this agreement.

PUBLIC COMMUNICATIONS:

The proposed amended and restated agreement continues an existing service, and therefore additional public notice is not required.

SUMMARY:

The Building Department relies on McKenna's professional services to supplement its operations during periods of peak construction activity. Given the sustained high volume of residential and commercial construction projects within the City, extending the current agreement with McKenna for an additional five years is both necessary and beneficial.

ATTACHMENTS:

- Amended and Restated Agreement
- Certificate of Insurance

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to approve the Amended and Restated Professional Services Agreement with McKenna Associates, Inc. for inspection and code enforcement services as planned in the current fiscal year, and thereafter, as budgeted. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City. Funding for this service has been budgeted in account #101.0-371.000-811.0000.

**SECOND AMENDED AND RESTATED
PROFESSIONAL SERVICES AGREEMENT**

THIS AMENDMENT TO THE MCKENNA INSPECTION SERVICES AGREEMENT, entered into this _____ day of _____, 2025, by and between the **CITY OF BIRMINGHAM**, whose address is 151 Martin Street, Birmingham, MI 48009 (hereinafter referred to as the City) and McKENNA ASSOCIATES, INC., a Michigan Corporation whose address is 235 East Main Street #105, Northville, MI 48167, (hereinafter referred to as Consultant) and the foregoing shall collectively be referred to as the parties.

WITNESSETH:

WHEREAS, the City regularly performs all necessary commercial and residential inspection services and plan review services; and

WHEREAS, the City originally engaged the professional services of McKenna in 2015 to assist with inspection and plan review services; and

WHEREAS, the City amended and restated the 2015 agreement for continued services in 2020; and

WHEREAS, the City wishes to continue utilizing the professional services of McKenna to assist the City in performing the necessary inspections and plan reviews; and

WHEREAS, the Consultant is willing to render such services desired by the City for the considerations hereinafter expressed.

NOW, THEREFORE, for and in consideration of the mutual undertakings of the parties hereto, all as hereinafter set forth, it is agreed by and between the parties as follows:

SECTION 1. SCOPE OF SERVICES

The Consultant represents and warrants to the City that they employ or contract for, State of Michigan licensed building officials, building, mechanical, electrical and plumbing inspectors, plan reviewers and that each employee shall remain so licensed during the term of this agreement. The Consultant shall perform all the following services under this Agreement:

- A. Provide the City with proof that each of the Consultant's servants, agents and employees performing services pursuant to the contract possesses a valid operator's/driving license or identification card issued by the State of Michigan. The City shall provide a vehicle to be used by Consultant's employees who perform specific construction site code enforcement duties. The Consultant agrees that all employees who drive this vehicle shall be duly licensed as set forth above and agree that the vehicle will be parked in the Chester Street parking structure deck and will not be driven out of the City except when on official City business. The City shall provide all vehicle expenses including fuel, routine maintenance and necessary repairs.
- B. Provide and maintain a sufficient number of inspectors, to the satisfaction of the City Administration. The Consultant shall provide the City with information showing that the

Consultant performed background checks on each of its servants, agents and employees to determine their fitness to perform services under the agreement.

- C. The Consultant will provide transportation and other equipment used in the performance of the requested services.
- D. When performing inspection services of any kind, the Consultant's servants, agents and employees shall wear presentable attire. When performing services under the agreement, such individuals shall be in possession of, and shall display, identification to be provided by the City.
- E. Provide services to the public on-site in the City and elsewhere, as necessary. Such services shall be provided pursuant to a regular schedule for the term of this agreement.
- F. Maintain written and electronic files pertaining to all services rendered by the Consultant.
- G. Review building plans and related construction documents for new construction, additions, and alterations or improvements to existing structures within the City, which are subject to review and approval by the City for conformance with the requirements of the City and State building codes. Consultant shall delineate on the plans provided to it, or in written report format, or both as requested by the City, items requiring correction or alteration for conformance with the appropriate codes. The Consultant shall re-review all revised plans to determine whether corrections previously noted have been made.
- H. Upon notification and request of the City, Consultant shall inspect buildings and structures for which a building, electrical, mechanical, or plumbing permit has been issued by the City in order to determine whether the construction and installation meets the requirements of the appropriate codes and permit requirements. The Consultant shall perform required business license building inspections as requested by the City. Upon completion of each inspection, Consultant shall enter the results into the City's database, or provide the City a written report of the inspection results, or both as requested by the City. The results shall include comments in sufficient detail delineating what was approved and/or items requiring correction or alteration for conformance with the permit.
- I. Work performed by the Consultant shall comply with approved State and local codes, which govern the plan review, permit and inspection processes.

The Consultant shall not allow any person to perform any plan reviews or construction codes inspections (1) without first determining each servant, agent and employee of the Consultant providing plan review or inspection services is qualified and possesses all the necessary licenses and credentials required by the State of Michigan to perform the inspection and (2) shall provide the City with documentary proof verifying that each such servant, agent or employee has been issued an "Registered Code Official and Inspectors" card issued by the Michigan Department of Labor and Economic Growth, Bureau of Construction Codes setting forth their State Registration Number, the Expiration Date and specific categories for which each is licensed. The Consultant shall also provide the City with any correspondence from the State of Michigan approving the Consultant and its employees in accordance with Act

407 or otherwise, or approving the Consultant to perform "Plan Review," and "Inspector" duties, as these terms are defined by Act 407 and Michigan law.

- J. In providing these construction code services the Consultant shall:
1. Provide "inspector" services as these terms are defined by Michigan law. The Consultant shall also provide "plan review" services as defined by Michigan law; provide a written report of each plan review within five (5) working days of receipt of said plans by the Consultant in a professional and competent manner.
 2. Review plans for the issuance of permits; conduct and/or attend pre-plan review meeting to provide guidance in the plan development process; and meet with customers to discuss plan review findings.
 3. The physical preparation and issuance of permits and the scheduling of inspections will be performed by the City. City personnel shall be responsible for the issuance of certificates, as necessary, for completed and compliant work.
 4. Conduct inspection of the construction, renovation, rehabilitation or integrity of residential and non-residential structures to determine compliance with approved plans, applicable codes and ordinances; under the oversight and authority of the City's Building Official, issue violation notices for non-compliant work and issue stop-work orders;
 5. Conduct open hole and final grade demolition inspections;
 6. Participate in enforcement activities, including court appearances, regarding non-compliant work;
 7. Evaluate existing structures for safety and health issues, the necessity of permits for work performed, hazardous or unsafe condition, or other violations, including declarations of emergencies and emergency demolition orders.
 8. Monitor expiring permits, open inspection findings and non-compliant corrections notices and contact property owners to schedule follow-up inspections; provide information to City on status of expirations, non-compliant inspections; and facilitate scheduling of same;
 9. Assist customers by phone, internet and in person, as necessary.
 10. Participate in meetings with the public, other City agencies and elected officials, or other jurisdiction, State or Federal representatives,
 11. When requested, provide opinions in development and implementation of goals, objectives, fee schedules, ordinances, budgets, policies and priorities for the City.
- K. It is recognized, in accordance with state law, that the City of Birmingham will retain the authority to determine the fees for permits and applications. The City of Birmingham in consultation with the Building Official will also be responsible for any necessary interpretations of the various codes with the City administration.

- L. It is recognized that, in accordance with State law, documents that are prepared by architects and engineers are required to be signed and sealed by the design professional in accordance with Public Act 299 of 1980.

SECTION 2: CITY AUTHORITY

The City, in its sole discretion, has the authority to make the following determinations and give the following directives:

- A. The City Manager or her designee shall determine the projects the Consultant shall perform services on.
- B. The City Manager or her designee shall direct when the Consultant's services shall be used.
- C. The City Manager or her designee shall determine when the Consultant's services on a given project shall cease.

SECTION 3: INSURANCE

- A. The Consultant 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 coverages shall be with insurance carriers acceptable to the City of Birmingham. The Consultant shall maintain during the life of this Agreement the types of insurance coverage and minimum limits as set forth below:

- 1. Workers' Compensation Insurance:

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

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

- 2. Commercial General Liability Insurance: Consultant shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$2,000,000 per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

3. Motor Vehicle Liability Insurance: Consultant 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.
4. 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 employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to any other coverage that may be available to the additional insured, whether any other available coverage by primary, contributing or excess.
5. Professional Liability Insurance: Professional liability insurance with limits of not less than \$2,000,000 per claim if Consultant will provide service that are customarily subject to this type of coverage.
6. Maintaining Insurance: Upon failure of the Consultant to obtain or maintain such insurance coverage for the term of the Agreement, the City of Birmingham may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the City of Birmingham shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.
7. Proof of Insurance Coverage: Consultant shall provide the City at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City, as listed below.
 - i. Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;
 - ii. Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
 - iii. Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
 - iv. Two (2) copies of Certificate of Insurance for Professional Liability Insurance;
 - v. If so requested, Certified Copies of all policies mentioned above will be furnished.
8. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, Contractor shall deliver renewal certificates and/or policies to the City at least (10) days prior to the expiration date.

SECTION 4: INDEMNIFICATION

To the fullest extent permitted by law, the Consultant agrees to indemnify and hold harmless the City of Birmingham, its elected and appointed officials, its employees and others for whom the Consultant is legally liable for damages and liabilities, including bodily injury and death, and including reasonable attorney fees to the extent caused by the Consultant's negligent acts, or tortious acts, or errors or omissions in the performance of services under this agreement.

SECTION 5. COMPENSATION AND METHOD OF PAYMENT

- A. **Inspections.** The City shall pay the Consultant for services, as described in SECTION 1. SCOPE OF SERVICES, as follows:

The City shall compensate the Consultant for Inspection and Plan Review services on an hourly basis or at a maximum rate of 70 percent of the City's revenue on a project basis.

The following table is the Consultant hourly rate schedule for inspection and plan review services for 8 hours per day on a weekly and a monthly basis based on our hourly rate.

Inspection Categories	Hourly Compensation Schedule		
	Hourly	Weekly	Monthly
A. Building	\$86.75	\$3,470	\$13,880
B. Mechanical	\$86.75	\$3,470	\$13,880
C. Plumbing	\$86.75	\$3,470	\$13,880
D. Electrical	\$86.75	\$3,470	\$13,880
E. Fire Alarm	\$86.75	\$3,470	\$13,880
F. Fire Suppression	\$86.75	\$3,470	\$13,880

The following table is the Consultant percentage fee for inspection and plan review services provided on a project basis.

Fee Type	Milestone	% Invoiced
Plan Review	First comment submittal:	50%
	Plan review completion:	50%
Inspection	Date permit issued:	20%
	3 months from issuance:	20%
	6 months from issuance:	20%
	Project completion or 12 months from issuance whichever comes first:	30%
	30 days after completion:	10%

The Consultant will work with the City to establish a mutually acceptable threshold for using hourly rates or percentage based compensation.

For the rates cited above, Consultant will furnish all materials and services including salaries of employees engaged by Consultant and other overhead expenses necessary to undertake the above services for the City and to assume all cost, including transportation, insurance, licensing, benefits, etc.

B. **Additional Services.** At the hourly rates below, the Consultant shall provide additional professional services to the City, at the City's request, which are beyond the Scope of Services described in Section 1. above, including:

1. Attendance at City internal and public meetings, court appearances and/or at depositions.
2. Written evaluation of structures for safety and health issues other than code compliance.
3. Permit Technician for assisting the public with permit applications, entering permit data, issuing permits, etc.
4. Support staff services in assisting the public and directing inquiries appropriately.
5. Generating special reports for the City, beyond the regular maintenance of written and electronic files pertaining to all services,
6. Other services at the request of the City.

The Consultant shall provide additional services on an hourly basis as follows:

<u>Professional Classification</u>	<u>Rate Per Hour</u>
President	\$200.00
Executive or Senior Vice President	\$180.00
Vice President	\$170.00
Director	\$165.00
Senior Principal or Manager	\$160.00
Principal	\$130.00
Senior	\$120.00
Building/Trades/Code Inspector	\$ 86.75
Associate	\$100.00
Building Code Enforcement	\$ 75.00
Assistant (Permit Technician)	\$ 80.00
Aide (Support Staff)	\$ 75.00
Administrative Assistant	\$ 75.00

Note: These hourly rates are valid through June 30, 2026, after which the Consultant may increase the hourly rates per classification by a percentage equal to the increase in the Consumer Price Index.

C. **Payment.** Payment for hourly rate services shall be monthly. Payment for project based services shall be in accordance with a mutually agreed upon percentage based schedule. Consultant shall submit a monthly invoice for hourly services and milestone invoices for project services, and the City shall within thirty (30) days satisfy itself as to the performance of such work and pay the amount for services and reimbursement requested by the invoice.

SECTION 6. TERM

This Agreement shall continue in effect for five (5) years from the date hereof. Each party may terminate the Agreement earlier without cause with a prior written sixty days (60) notice of termination.

SECTION 7. CITY DATA AND SERVICES TO BE PROVIDED TO CONSULTANT

If requested by the Consultant and if available, the City shall furnish the following in digital format, or paper format if no digital version is available, without charge to the Consultant:

- A. Copies of applicable revenue reports of Building Department activity showing permit revenue amounts for each permit issued, within five (5) calendar days after the 1st day of each month.
- B. One set of the most recent aerial photos (with property lines) of the City.
- C. Hard copies of City Ordinances for each inspector or make available online.
- D. Access to updated assessment and ownership data, tax maps, and other basic data to be gathered and/or made available from City and County files, as may become available.
- E. Access to information on utilities, both public and private, applicable records, minutes, agendas, base maps, tax maps, environmental data and other basic data to be gathered and/or made available from City files.
- F. Any professional, legal or accounting services connected with the project and the cost of publication, postings, notices and mailings. The City shall be responsible for all scheduling and notification of meetings.
- G. Designation of a project manager for Consultant services.

SECTION 8. SERVICES

The City hereby engages the services of the Consultant to perform the duties, provide the information, prepare such materials and render such advice as fully described herein.

SECTION 9. TIME

The Consultant shall complete work required and described in the Agreement according to a mutually agreed upon schedule.

SECTION 10. ACCEPTANCE

Consultant hereby agrees to perform the services described herein and hereby accepts the second amended and restated professional services agreement in its entirety.

SECTION 11. EQUAL EMPLOYMENT OPPORTUNITY

There shall be no discrimination against any employee who is employed in the work covered by this Agreement or against any applicant for such employment because of race, color, religion, sex or nation of origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training.

SECTION 12. OWNERSHIP OF DATA

All reports, charts, maps, and graphics shall become the property of the City, and shall not be furnished to any other party without written permission of the City.

SECTION 13. COMPLIANCE WITH ALL LAWS

In performance of this agreement, the Consultant agrees to comply with all applicable federal, State and local statutes, ordinances and regulations, when applicable, including minimum wages, Social Security, unemployment compensation insurance, and Worker's Compensation, and to obtain any and all permits applicable to the performance of this Agreement.

SECTION 14. NO CONFLICT OF INTEREST

During the term of this Agreement, the Consultant agrees that it shall not accept employment, nor shall it perform services for or on behalf of any client whose interests are adverse to that of the City, or for which a conflict between the City and Consultant would be created, without the prior written consent of the City.

If, after the effective date of this Agreement, any official of the City or spouse, child, parent or in-law, of such official or employee shall become directly or indirectly interested in this Agreement, or the affairs of the Consultant, the City shall have the right to terminate this Agreement without further liability to the Consultant if the disqualification has not been removed within thirty (30) days after the City has given the Consultant notice of the disqualifying interest. Employment shall be a disqualifying interest.

SECTION 15. CONTROVERSY/ARBITRATION

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

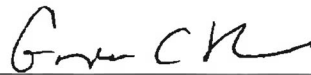
Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 48th District Court or by arbitration. If both parties elect to have the dispute resolved by arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan and administered by the American Arbitration Association with one arbitrator being used, or three arbitrators in the event any party's claim exceeds \$1,000,000. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Such arbitration shall qualify as statutory arbitration pursuant to MCL §600.5001 et. seq., and the Oakland County Circuit Court or any court having jurisdiction shall render judgment upon the award of the arbitrator made pursuant to this Agreement. The laws of the State of Michigan shall govern this Agreement, and the arbitration shall take place in Oakland County, Michigan. In the event that the parties elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suit in the Oakland County Circuit Court or the 48th District Court.

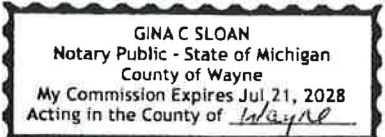
SECTION 16: FAIR PROCUREMENT OPPORTUNITY

Procurement for the City of Birmingham will be handled in a manner providing fair opportunity for all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the City of Birmingham.

IN WITNESS WHEREOF, the said parties have caused this Agreement to be executed as of the date and year above written.

WITNESSES:





McKENNA ASSOCIATES, INC.

By: 

Its: John Jackson
President

THE CITY OF BIRMINGHAM

By: _____
Therese Longe, Mayor

By: _____
Alexandria D. Bingham, City Clerk

APPROVAL:



Bruce R. Johnson, Building Official
(Approved as to substance)



Mark A. Gerber, Finance Director
(Approved as to financial obligation)



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



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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/2/2025

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

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

PRODUCER
McNish Group, Inc.
26622 Woodward Ave. Ste 200
Royal Oak MI 48067

CONTACT
NAME: certs@mcnish.com
PHONE
(A/C. No. Ext): 248-544-4800 FAX
(A/C. No): 248-544-4801
E-MAIL
ADDRESS: certs@mcnish.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : The Hartford

INSURED
McKenna Associates, Inc.
235 E Main St, Ste.105
Northville MI 48167-2499

MCKEASS-02

INSURER B :

INSURER C :

INSURER D :

INSURER E :

INSURER F :

COVERAGES

CERTIFICATE NUMBER: 1641031838

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☐ ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y	Y	35SBRU2022	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☐	Y	Y	35SBRU2022	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000	Y	Y	35SBRU2022	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N ☐ N / A		Y	35WECPN2013	1/1/2025	1/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Additional Insured as required by written contract on a primary and non-contributory basis: The City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. Thirty (30) days prior written notice except ten (10) days for non payment shall be given to Certificate Holder in the event of cancellation or non-renewal of the insurance.

CERTIFICATE HOLDER

City of Birmingham
PO BOX 3001
151 Martin Street
Birmingham MI 48012

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/02/2025

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

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

PRODUCER Professional Concepts Insurance Agency, Inc. 1127 South Old US Highway 23 Brighton MI 48114-9861	CONTACT NAME: Certs@pciaonline.com PHONE (A/C, No, Ext): (800) 969-4041 E-MAIL ADDRESS: Certs@pciaonline.com FAX (A/C, No): (800) 969-4081
INSURED McKenna Associates, Inc. 235 East Main Street Suite 105 Northville MI 48167	INSURER(S) AFFORDING COVERAGE INSURER A: XL Specialty Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 37885

COVERAGES**CERTIFICATE NUMBER:** 24-25 PL**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			DPR5034973	10/01/2024	10/01/2025	Per Claim \$ 1,000,000 Ann Aggregate \$ 2,000,000

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

McKenna Associates will be able to obtain the \$2M/\$2M required limit on the Professional Liability Insurance once the agreement is signed.

CERTIFICATE HOLDER

The City of Birmingham

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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MEMORANDUM

Department of Public Services

DATE: January 3, 2025

TO: Jana L. Ecker, City Manager

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

SUBJECT: Purchase of a 2024 Ford F350 Super Cab 4X4 with a Rancher Body and Liftmoore Crane

INTRODUCTION:

The Department of Public Services is looking to purchase a 2024 Ford F350 Super Cab 4X4 with a Rancher Body and Liftmoore Crane to replace an existing fleet vehicle. This vehicle is used to haul heavy equipment, and has a crane to assist with lifting heavy equipment and or supplies.

BACKGROUND:

The Department of Public Service has identified vehicle #48, a 2007 Chevy C3500 4X4, with 47,000 miles, for replacement. The replacement rating report is included below. The Department of Public Services has identified a 2024 Ford F-350 Super Cab 4X4 with modifications for a Rancher Body and Liftmoore Crane is to be purchased under the State of Michigan Contract #071B770180 and Macomb County Contract #21-18.

#48 – 2007 Chevy C3500 4X4

FACTOR	DESCRIPTION	POINTS
Age	1 point each year of age	18
Miles/Hours	1 point for each 10,000 miles of usage	5
Type of Service	Type 1 – Standard duties	3
Reliability	Level 5 – In shop more than twice monthly, 2 or more breakdowns/road calls within 1 month period	3
M & R Costs	Level 3 – Maintenance costs are 41-60% of replacement cost	4
Condition	Level 4 – Severe damage, rust, operating system, inoperable	4
Total points 28+, poor, needs priority replacement		37

The 2024 Ford F-350 Super Cab 4X4 with modifications for a Rancher Body and Liftmoore Crane is to be purchased from Lunghamer Ford of Owosso, located 1960 E Main St, Owosso, MI 48867 through the State of Michigan Contract #071B770180 and Macomb County Contract #21-18.

LEGAL REVIEW:

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

FISCAL IMPACT:

The cost for the Ford F-250 Super Cab 4X4 with a Rancher Body and Liftmoore Crane is \$93,069.00. Funds are available in the Auto Equipment Fund, account #661.0-441.006-971.0100.

SUSTAINABILITY:

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

DESIGN CONSIDERATIONS:

The Garage Foreman, Streets Sewer and Water Foreman, and Public Services Manager reviewed the specific needs of the truck due to the unique activities involving the use of a hoist and built the package to meet those specific needs for operation. This new vehicle will have more loading capacity than the current vehicle in use.

PUBLIC COMMUNICATIONS:

N/A

SUMMARY:

Based on the age, condition, and the intended use of our current Chevy C3500 vehicle #48, the Department of Public Services recommends replacing current vehicle #48 with the proposed new Ford F-350 Super Cab 4X4 with a Rancher Body and Liftmoore Crane.

ATTACHMENTS:

- Ford F-350 Super Cab 4X4 with a Rancher Body and Liftmoore Crane Purchase Agreement
- Lunghamer Ford of Owosso quote, which includes the specifications and warranty information

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to approve the purchase of a 2024 Ford F-350 Regular Cab 4X4, located at 1960 E Main St, Owosso, MI 48867, through the State of Michigan Contract #071B770180 and Macomb County Contract #21-18, in the amount not to exceed \$93,069.00, upon the completion of a signed contract by Lunghamer Ford of Owosso. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City. Funds for this purchase are available in the FY 2024-2025 Auto Equipment Fund account #661.0-441.006.971.0100.

**AGREEMENT FOR EQUIPMENT PURCHASE BETWEEN THE CITY OF
BIRMINGHAM & LUNGHAMER FORD OF OWOSSO**

THIS AGREEMENT is entered into this 6 day of JANUARY, 2025, by and between the **CITY OF BIRMINGHAM**, whose address is 151 Martin Street, Birmingham, MI 48009 (hereinafter referred to as the City) and Lunghamer Ford of Owosso, whose address is 1960 E Main St Owosso, MI, 48867, (hereafter referred to as Vendor) and the foregoing shall collectively be referred to as the parties, and effective upon the date of the Mayor's signature.

WHEREAS, the City desires to purchase a new Ford F350 Super Cab 4X4 with a Rancher Body and Liftmoore Crane, through a government cooperative purchasing agreement (per the State of Michigan Contract and the Macomb County contract), as described in Attachment "A"; and

WHEREAS, Vender has qualifications that meet the project requirements and has provided a response and cost proposal to perform the sale through the government cooperative agreement per the State of Michigan Contract # 071B770180 and the Macomb County Contract # 21-18 contract of a required contract of a required new Ford F350 Super Cab 4X4 with a Rancher Body and Liftmoore Crane.

NOW, THEREFORE, in consideration of the foregoing preambles, the adequacy of which is acknowledged by and between the parties to this Agreement, the parties agree as follows:

1. MUTUALLY AGREE: It is mutually agreed by and between the parties that the Vendor's Quotation for the new Ford F350 Super Cab 4X4 with a Rancher Body and Liftmoore Crane dated November 11, 2024, which includes a description of and new Ford F350 Super Cab 4X4 with a Rancher Body and Liftmoore Crane details, shall be fully incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto (attached hereto as Attachment "A").

2. TERM and Ownership: This is an outright purchase and shall have no term, and ownership of the new Ford F350 Super Cab 4X4 with a Rancher Body and Liftmoore Crane to the City shall commence upon delivery to the Department of Public Service, located at 851 S. Eton Street, Birmingham, Mi., 48009.

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

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

5. CONFIDENTIAL AND OR PROPRIETARY INFORMATION: While the City acknowledges it is unlikely, the Vendor acknowledges that in performing services pursuant to this

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

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

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

8. NON-COMPLIANCE WITH INSURANCE REQUIREMENTS: Failure to deliver and maintain insurance in accordance with the terms of this Agreement will be cause for the City, by and through its City Manager, to terminate this Agreement, or at the City's option, the City may purchase on the open market such required insurance and shall be entitled to charge any additional cost to the Vendor, either by offset to any amounts due and owing Vendor for services provided to the City, or, by separate bill and demand for payment. Nothing in this paragraph shall be deemed to create or be interpreted as establishing a "for cause" termination; Vendor agrees and understands that its engagement is at will and may be terminated by the City Manager for any cause or no cause.

9. INDEMNIFICATION: To the fullest extent permitted by law, the Vendor and any entity or person for whom the Vendor is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City of Birmingham, its elected and appointed officials, employees and volunteers and others working on their behalf against any and

all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, employees, volunteers or others working on their behalf, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arise out of the acts, errors or omissions of the Vendor including its employees and agents, in the performance of this Agreement. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of its elected or appointed officials, employees, volunteers or others working on behalf of the City.

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

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

Lunghamer Ford of Owosso
1960 E Main St
Owosso, Michigan 48867
Attn: Bill Campbell

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

12. AMENDMENTS: No amendment, modification or supplement to this Agreement shall be binding unless it is in writing and signed by authorized representatives of the parties.

13. WAIVER OF BREACH: No waiver by either party of any breach of any of the terms, covenants or conditions herein contained by the other party shall be construed as a waiver of any succeeding breach of this same or of any other term, covenant or condition.

14. COMPLETE AGREEMENT: The parties agree that the conditions set forth in this Agreement sets forth all terms and conditions of Vendor agreement with the City of Birmingham. This Agreement supersedes all prior agreements or understandings between the parties. There are no promises, conditions or understandings other than those stated herein, and, that any prior negotiations, terms or conditions discussed between the City and the Vendor shall not constitute

a part of this Agreement. The term "agreement" as used in this clause shall include any future written amendments, modifications, or supplements made in accordance herewith.

15. DIRECT OR INDIRECT INTEREST: If, after the effective date of this Agreement, any official of the City, or spouse, child, parent or in-law of such official or employee shall become directly or indirectly interested in this Agreement or the affairs of the Vendor, the City shall have the right to terminate this Agreement without further liability to the Vendor if the disqualification has not been removed within thirty (30) days after the City has given the Vendor notice of the disqualifying interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.

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

17. LEGAL PROCEEDINGS: Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 48th District Court or by arbitration. If both parties elect to have the dispute resolved by arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan and administered by the American Arbitration Association with one arbitrator being used, or three arbitrators in the event any party's claim exceeds \$1,000,000. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Such arbitration shall qualify as statutory arbitration pursuant to MCL §600.5001 et seq., and the Oakland County Circuit Court or any court having jurisdiction shall render judgment upon the award of the arbitrator made pursuant to this Agreement. The laws of the State of Michigan shall govern this Agreement, and the arbitration shall take place in Oakland County, Michigan. In the event that the parties elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suit in a federal or state court with jurisdiction over Oakland County, Michigan.

18. RESPONSE TO REQUESTS FOR PROPOSALS: The Vendor shall be held to and bound by all terms, conditions, warranties and representations which it made in its written response dated Vendor, to the City's Request for Proposals dated November 11, 2024 (attached hereto as Attachment "A"). In the event of a conflict in any of the terms of this Agreement and the Vendor on November 11, 2024 response, the terms of this Agreement shall prevail.

19. FAIR PROCUREMENT OPPORTUNITY: Procurement for the City of Birmingham will be handled in a manner providing fair opportunity for all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the City of Birmingham.

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

Lunghamer Ford of Owosso

By: William J. Campbell Sr.
WILLIAM J. CAMPBELL SR.

Its: FLEET & GOVERNMENT SALES MANAGER

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this 10 day of January, 2025, before me personally appeared
William Campbell, who acknowledged that with authority on behalf of Lunghamer Ford to
do so he/she signed this Agreement.

Amber Andrews
Notary Public
Shiawassee County, Michigan

Acting in Shiawassee County, Michigan

My commission expires: 11/04/2029

AMBER ANDREWS
Notary Public, State of Michigan
County of Shiawassee
My Commission Expires 11-04-2029
Acting in the County of Shiawassee

CITY OF BIRMINGHAM:

By: _____
Therese Q. Longe, Mayor
On the date of: _____

By: _____
Alexandria D. Bingham, City Clerk

APPROVED:

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

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

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

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



November 11, 2024

City of Birmingham
Attn: Chad Check:
151 Martin St.
Birmingham, MI 48012

Dear Chad Check:

Price on 2025 Vehicle State of Michigan Contract# 071B770180 and Macomb County Contract# 21-18 Bid:

2025 Ford F350 Super Cab 4x4 XL Chassis 168" WB 60" CA	\$56,149.00 ea
Rugby 9' 3" Rancher Body and Liftmoore Crane	\$36,920.00 ea
Total Delivered Price	\$93,069.00

Order Cutoff Date: TBD.

Standard Service Contract: 36,000 miles or 36 months factory Bumper to Bumper Warranty and 60,000miles 60 months Powertrain Warranty . Service to be handled by your local Ford Dealer.

Ford Motor Company does not guarantee delivery---Ford Motor Company will make reasonable efforts to schedule orders received prior to fleet order cut-off date.

Payment requirements: All departments to pay on delivery of vehicle. 10-day grace period will be given if previous arrangements have been made. A \$9.50 per day floor plan will be charged if payment is not at the dealership within 10 days of delivery of the vehicle (s).

If you have any questions please call me, 888-92-FLEET (923-5338)

Respectfully Submitted,

Bill Campbell

Bill Campbell
Government & Fleet Sales

1960 E Main St Owosso, MI 48867, 888-92-FLEET (888.923.5338) Fax 517-625-5832

2025 F-350 DRW-Chassis Cab

Reg. Cab, SuperCab, Crew Cab

Major Standard Equipment

MECHANICAL

- Brakes – Four-wheel Disc Brakes; Anti-lock Brake System
- Electronic-Shift-On-the-Fly (ESOF) (4x4 only)
- Engine
 - 7.3L 2V DEVCT NA PFI V8 Gas Standard
- Operator Commanded Regeneration (OCR) (6.7L Power Stroke Diesel engine only)
- Transmission – Ten-Speed Automatic Transmission with Neutral Idle and Selectable Drive Modes: Normal, Eco, Slippery Roads, Tow/Haul
- Transmission Power Take-Off Provision

EXTERIOR

- Bumper – front, black painted
- Fender vents – front
- Fuel Tank
 - 40-gallon aft axle
- Glass – solar-tinted
- Grille – black painted
- Scuff plates – front, color-coordinated
- Splash Guards/Mud Flaps – Front (F-450/550/F-600 only)
- "Three Blink" Lane change signal
- Tires
 - LT245/75Rx17E BSW A/S PLU (DRW)
- Tow hooks – front (2)
- Trailer wiring – 7 wire harness w/relays, blunt cut & labeled
- Wheels
 - F-350 DRW – 17" Argent Painted Steel (hub covers/center ornaments not included)
 - Manual Locking Hubs (4x4)
- Windshield Wipers – intermittent

INTERIOR/COMFORT

- 8" LCD Productivity Screen: Includes menus for Gauge Setup, Trip Computer, Fuel Economy and Towing/Off-Road applications
- 12V Powerpoint, auxiliary
- Air conditioning – single-zone, manual
- Air conditioning vents – black w/chrome ring and knob
- Cabin Air Particulate Filter
- Door-trim – armrest/grab handle and reflector
- Floor covering – black, full length vinyl
- Mirror – rearview 11.5" day/night
- Outside Temperature Display
- Power Equipment Group – 1 st row (front-seat) windows w/one-touch up/down, power 2nd row (rear-seat) windows (Super/Crew Cab); power/door-locks w/backlit switches & accessory delay
- Seat – Front, HD vinyl, 40/20/40 split bench w/center armrest, cupholder and storage (manual lumbar – driver's side)
- Steering – power

- Steering wheel – black urethane with tilt and telescoping steering wheel/column; includes three (3) button message control

- Sun visors – color-coordinated vinyl, driver w/pocket, passenger w/uncovered mirror insert with 6 inch overhead
- Upfitter switches – 6 located in Overhead Console
- Window – Rear, fixed

SAFETY/SECURITY

- AdvanceTrac® with RSC® (Roll Stability Control™)
- Belt-Minder® (front safety belt reminder)
- Driver and passenger frontal airbag; passenger side deactivation switch
- Ford Security Package (1-Year included with activation)
- Headlamps – Quad beam jewel effect halogen
- Lamps – Roof marker/clearance – LED
- Mirrors – manually telescoping/folding trailer tow with power/heated glass, heated convex spotter mirror, integrated clearance lamps/turn signals
- Remote keyless entry
- Safety Belts – w/height adjustment (front-outboard seating positions only)
- Safety Canopy® System (incl. side-curtain airbags)
- Stationary Elevated Idle Control (SEIC)
- SecuriLock® Passive Anti-Theft System (PATS)
- SOS Post-Crash Alert System™

FORD CO-PILOT360™ TECHNOLOGY

- Audible Lane Departure Warning
- AutoLamp – Auto On/Off Headlamps
- Cruise Control (Steering wheel-mounted)
- Pre-Collision Assist (PCA) with Automatic Emergency Braking (AEB)

FUNCTIONAL

- Alternators:
 - 7.3L 2 Valve Gas – 240 AMP
 - 6.7L 4 Valve OHV Power Stroke® V8 Turbo Diesel – 220 AMP
- Audio – AM/FM stereo (four (4) speakers)
- Battery
 - 750 CCA, 78 AH Single
- FordPass™ Connect 4G Wi-Fi Modem
 - 4G LTE Wi-Fi hotspot connects up to 10 devices
 - Remotely start, lock and unlock vehicle
 - Schedule specific times to remotely start vehicle
 - Locate parked vehicle
 - Check vehicle status
- Stabilizer bars – front & rear
- SYNC® 4
 - Enhanced Voice Recognition Communication and Entertainment
 - 911 Assist®
 - 8" LCD Center Stack screen
 - AppLink®
 - Smart-Charging USB port – one (1)

(14,000 GVWR, 8,100 Payload) Reg. Cab 145 WB, CA 60" (14,000 GVWR, 7,760 Payload)		
☐	Base Price 4x2 (F3G/640a)	\$49,939.00
☐	Base Price 4x4 (F3H/640a)	\$53,178.00

(14,000 GVWR, 8,020 Payload) Reg. Cab WB 169, CA 84" (14,000 GVWR, 7,620 Payload)		
☐	Base Price 4x2 (F3G/640a)	\$49,897.00
☐	Base Price 4x4 (F3H/640a)	\$52,961.00

(14,000 GVWR, 7,690 Payload) SuperCab WB 168, CA 60" (14,000GVWR, 7,310 Payload)		
☐	Base Price 4x2 (X3G/640a)	\$51,596.00
☒	Base Price 4x4 (X3H/640a)	\$54,689.00

(14,000 GVWR, 7,600 Payload) Crew Cab WB 179, CA 60" (14,000 GVWR, 7,200 Payload)		
☐	Base Price 4x2 (W3G/640a)	\$52,681.00
☐	Base Price 4x4 (W3H/640a)	\$55,840.00

<u>Available Standard Options</u>		<u>Price</u>	
	<u>Option</u>	<u>Reg.&Super/Crewcab</u>	
☐	6.7L Power Stroke 4V Diesel V8 (B20)/10-Spd Auto.	99T/44G	9,995.00
☐	CNG/LPG Fuel Capable Engine (Gas Engine Only)	98G	315.00
☐	Engine Block Heater	41H	100.00
☒	Seats, 40/20/40 Split Bench Vinyl	AS	Standard
☐	Seats, 40/20/40 Split Bench Cloth	1S	100.00/315.00
☐	Seat, Vinyl 40/Mini-Console/40	LS	355.00
☐	Seats, Cloth 40/Mini-Console/40	4S	515.00/615.00
☐	Tires, LT245/75Rx17E All-Terrain (6)	TBM	165.00
☐	2-Ton Hydraulic Jack	61J	55.00
☐	Spare Tire & Wheel-Includes 6-ton Hydraulic Jack	512	350.00
☐	Stainless Steel Wheel Cover	945	500.00
☐	17" Forged Polished Aluminum Wheels w/Bright Hub Covers	64J	600.00
☐	Rapid-Heat Supplemental Cab Heater (6.7L Diesel Only)	41A	250.00
☐	Engine Idle Shutdown Timer (Can Be Set 1-30 Minutes)	86K	250.00
☐	Axle, Limited Slip	X4N/X4L	395.00
☐	XL Chrome Pkg. (Chrome front bumper, Bright Grille, Power Sliding Rear Glass w/Rear Window Defrost (Super Cab and Crew Cab Only), Remote Start, and Halogen Fog Lamps)	96V	225.00
☒	Dual Alternator 410 AMP w/Dual Batteries (7.3L Gas Only)	67B/86M	325.00
☐	Dual Alternator 410 AMP (6.7L Diesel Only)	67B	115.00
☐	Dual Batteries (68 Amp/65AGM) (Gas Engine Only)	86M	210.00
☐	110V/400W Outlet (Includes Dual Alternators 410 AMP (67B))	43C/67B/86M	290.00
☐	Fuel Tank-26.5 Gallon Mid-Ship-Replaces 40 gal. aft-axle tank	65M	125.00
☐	Fuel Tank-Dual Diesel (Adds 26.5 Gal. Mid-Ship to the 40 Gal.Aft.)	65C	625.00
☐	Keys Extra (Regular) \$75.00 x __ =	Sig	75.00
☐	Keys Extra (With Power Group) \$220.00 x __ =	Sig	220.00 ea
☒	Trailer Brake Controller Tow Command	52B	300.00
☐	Cab Steps-Black Molded	18B	320.00/445.00
☒	Snow Plow Prep Package	473	250.00
(Not Available w/Option Codes 67P, 67X or 67H Suspension Packages)			
☐	Extra Heavy Suspension Package (N/A w/Snow Plow Prep)	67X	125.00
☐	Suspension Package Heavy Service (N/A w/Snow Plow Prep)	67H	125.00
☐	Exterior Back up Alarm	76C	140.00

[x] Rearview Camera Prep Kit for Box Delete (Includes Loose Camera and Wiring Bundle)	872	415.00
[] 360-Degree Dual Beacon LED Warning Strobes-Amber	91S/59H	650.00
[x] Wheel Well Liners, Front	61L	180.00

Colors for F-350

Exterior Colors

Race Red

[PQ]

[]

Antimatter Blue Metallic

[HX]

[]

Avalanche

[DR]

[]

Agate Black

[UM]

[]

Oxford White

[Z1]

[x]

Carbonized Gray Metallic

[M7]

[]

SPECIAL PAINT

School Bus Yellow Add \$660.00

[BY]

[]

Omaha Orange Add \$660.00

[MB]

[]

Green Gem Add \$660.00

[W6]

[]

Interior Steel (Grey)

Total Price \$56,149.00 ea

TRUCK & TRAILER *Specialties, Inc.*

900 Grand Oaks Drive | Howell, MI 48843 | www.ttspec.com | ph: (517) 552-3855 | fx: (517) 552-3666

November 4, 2024

City of Birmingham

851 South Eton, Birmingham, MI 48009

Attn: Chad Check, ph: (248) 789-1127 & Ryan Ballard, ph: (248) 530-1711

Equipment to be purchased turnkey via the Ford MiDeal chassis dealer

HJO004642

Equipment Quotation

Chassis information: 2025 Ford F-350, SuperCab, DRW, 4x4, 168" WB, 60" CA, 14,000 GVWR, gas engine, auto trans, trailer brake controller, factory rearview camera, dual alternators & dual batteries, snow plow prep & chassis upfitter switches

Truck to be Truck #48

Install Rugby 9' 3" Rancher Body including the following:

96" wide flatbed with heavy-duty body upgrade 3/16" steel treadplate floor
12-gauge smooth steel rear apron with light cut-outs
4" structural channel long rails with 3" 7-gauge formed crossmembers spaced at approximately 12"
Bulkhead also includes a 1" tubular viewing window
Outside stake pockets with tie-down rail
Powder-coated Gloss Black
LED clearance lighting

Install Liftmoore Crane including the following:

Model 3612REE-15 with boom rest
Pedestal-mounted in rear curbside corner of bed
Power extension from 7'-11' with a manual 4' pull-out to 15'
12,000 ft.-lb. moment rating & 3,600 lb. max capacity
Power elevation from -5 degrees to +75 degrees
Handheld 18' removable pendant control
Continuous and unlimited rotation
Anti two-block, power disconnect switch & overload protection
2,000 lb. single line capacity planetary gear winch with 2.7 HP motor
62' of 3/4" galvanized aircraft cable, min breaking strength is 7,000 lbs.
Recommended 12,000 ft.-lb. outrigger package, manual crank up/down
Two (2) LED work lights mounted on the end of the boom with a cord reel

Install Rear leaf spring support

Install Two (2) Underbed Toolboxes including the following:

Bawer (mo. TU822505) measuring 30" wide x 18" deep x 18" high
Polished stainless construction toolbox
Patented lockable T-handle and gas-shock door openers
Rubber gasket seal
Mounted on frame under body, one on each side
Fabricate necessary support brackets
Bracketry painted Black as necessary

Install Custom Lighting & Electrical including the following:

Chassis upfitter switches for warning flashers (all-on-one) & work lights
One (1) SoundOff Pinnacle (mo. EPL7PDPC) amber/green mini lightbar on bulkhead

TRUCK & TRAILER *Specialties, Inc.*

900 Grand Oaks Drive | Howell, MI 48843 | www.ttspec.com | ph: (517) 552-3855 | fx: (517) 552-3666

Four (4) SoundOff mPower (mo. EMPS20V38-P) amber/green flashers flush-mounted:
Two (2) on chassis grille
Two (2) at rear of body, one each side
Two (2) Maxxima LED (mo. MWL-47) low-profile LED work lights mounted rear-facing on bulkhead
Two (2) SoundOff 6" oval LED S/T/T in rear, one each side
Betts junction box at rear of dump
Backup alarm

Install Rear Hitch Assembly including the following:

2.5" Reese-style receiver tube, 20k rating
OEM STT lights mounted alongside of hitch plate
7-way RV plug wired to OEM integrated trailer brake controller (to come with chassis)
Remount factory camera besides hitch plate
Remount factory fuel neck as needed

Install WeatherTech Floor Liners, 1st row only (mo. 4410511V)

Install Luverne Grip-Step running boards (mos. 415078 & 401723)

Install Mudflaps before and after drive tires

Paint Under body, frame and rear hitch painted Black

Above installed equipment & painted pricing: \$36,920.00 ea.

Minimum full 1-year warranty on parts and labor on all equipment.

Payment Terms: Net 30 days. Pricing effective for 30 days.

FOB: City of Birmingham

Delivery: 7-8 months ARO, depending on chassis arrival

Thank you for the opportunity to quote.

Respectfully submitted by,
Jon Luea/Brian Bouwman



MEMORANDUM

Department of Public Services

DATE: January 3, 2025

TO: Jana L. Ecker, City Manager

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

SUBJECT: Purchase of Three TORO Workman HDX 4WD

INTRODUCTION:

The Department of Public Services (DPS) is looking to purchase three 2024 TORO Workman HDX 4WD vehicles to replace three existing fleet vehicles. These vehicles are unique to the fleet as they are able to travel along normal routes such as the City's streets, and they also have the ability to travel along the sidewalk, groomed paths through the woods and deep into the parks without causing damage as normal vehicles would do.

BACKGROUND:

The DPS has identified vehicles #225 (2015 John Deer 625I), #234 (2015 TORO Workman) and #236 (2006 TORO Workman) are due for replacement. The replacement rating reports are included below. DPS has found three TORO Workman HDX 4WD vehicles, available to purchase under the Intergovernmental Cooperative Purchasing Agreement, OMNIA Contract #07386. These vehicles meet the City's requirements to reach locations within the City's parks, trail system, and along the City's sidewalks to provide services critical to DPS's operations.

#225 – 2015 John Deer 625I

FACTOR	DESCRIPTION	POINTS
Age	1 point each year of age	9
Miles/Hours	1 point for each 10,000 miles of usage	7
Type of Service	Type 1 – Standard duties	5
Reliability	Level 5 – In shop more than twice monthly, 2 or more breakdowns/road calls within 1 month period	3
M & R Costs	Level 3 – Maintenance costs are 41-60% of replacement cost	3
Condition	Level 4 – Severe damage, rust, operating system, inoperable	3
Total points 28+, poor, needs priority replacement		30

#234 – 2015 TORO Workman

FACTOR	DESCRIPTION	POINTS
Age	1 point each year of age	9
Miles/Hours	1 point for each 10,000 miles of usage	10
Type of Service	Type 1 – Standard duties	4
Reliability	Level 5 – In shop more than twice monthly, 2 or more breakdowns/road calls within 1 month period	3
M & R Costs	Level 3 – Maintenance costs are 41-60% of replacement cost	4
Condition	Level 4 – Severe damage, rust, operating system, inoperable	3
Total points 28+, poor, needs priority replacement		33

#236 – 2006 TORO Workman

FACTOR	DESCRIPTION	POINTS
Age	1 point each year of age	18
Miles/Hours	1 point for each 10,000 miles of usage	7
Type of Service	Type 1 – Standard duties	4
Reliability	Level 5 – In shop more than twice monthly, 2 or more breakdowns/road calls within 1 month period	3
M & R Costs	Level 3 – Maintenance costs are 41-60% of replacement cost	3
Condition	Level 4 – Severe damage, rust, operating system, inoperable	3
Total points 28+, poor, needs priority replacement		38

The three 2024 TORO Workman HDX 4WD vehicles are to be purchased from Spartan Distributors, located at 1050 Opdyke Road, Auburn Hills, MI 48326 under the OMNIA Contract #2017025.

LEGAL REVIEW:

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

FISCAL IMPACT:

The total cost for the three 2024 TORO Workman HDX 4WD vehicles is \$123,520.14. Funds are available in the Auto Equipment Fund, account #661.0-441.006-971.0100.

SUSTAINABILITY:

Currently, no EV or hybrid models that will suit the department's needs are available for purchase. These vehicles have smaller engines with less carbon footprint and are less likely to cause damage to the City's Parks, trails, and sidewalks.

DESIGN CONSIDERATIONS:

The Garage Foreman, Parks Foreman, and Public Services Manager reviewed the specific needs of these vehicles due to the unique activities involving sensitive and tight areas, these vehicles allow us to meet those specific needs for operations.

PUBLIC COMMUNICATIONS:

N/A

SUMMARY:

Based on age, condition and the intended use of our current equipment #225 (2015 John Deer 625I), #234 (2015 TORO Workman), and #236 (2006 TORO Workman), DPS recommends replacing current vehicles #225 (2015 John Deer 625I), #234 (2015 TORO Workman) and #236 (2006 TORO Workman) with the proposed three new TORO Workman HDX 4WD vehicles.

ATTACHMENTS:

- TORO Workman HDX 4WD vehicles Purchase Agreement
- Spartan Distributors Quote, which includes the specifications and warranty information

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to approve the purchase of three new 2024 TORO Workman HDX 4WD vehicles, located at 1050 Opdyke Road, Auburn Hills, MI 48326, through the Intergovernmental Cooperative Purchasing Agreement, OMNIA Contract #2017025, in the amount not to exceed \$126,628.95, upon the completion of a signed contract by Spartan Distributors. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City. Funds for this purchase are available in the FY 2024-2025 Auto Equipment Fund account #661.0-441.006.971.0100.

AGREEMENT FOR EQUIPMENT PURCHASE BETWEEN THE CITY OF BIRMINGHAM & SPARTON DISRIBUTORS

THIS AGREEMENT is entered into this 6th day of January, 2025, by and between the **CITY OF BIRMINGHAM**, whose address is 151 Martin Street, Birmingham, MI 48009 (hereinafter referred to as the City) and Spartan Distributors, whose address is 1050 Opdyke Road Auburn Hills, MI, 48326, (hereafter referred to as Vendor) and the foregoing shall collectively be referred to as the parties, and effective upon the date of the Mayor's signature.

WHEREAS, the City desires to purchase three new TORO Workman HDX 4WD, through a government cooperative purchasing agreement (per the OMNIA Contract), as described in Attachment "A"; and

WHEREAS, Vender has qualifications that meet the project requirements and has provided a response and cost proposal to perform the sale through the government cooperative agreement OMNIA Contract #2017025 of a required purchase of three new TORO Workman HDX 4WD.

NOW, THEREFORE, in consideration of the foregoing preambles, the adequacy of which is acknowledged by and between the parties to this Agreement, the parties agree as follows:

1. MUTUALLY AGREE: It is mutually agreed by and between the parties that the Vendor's Quotation for the three new TORO Workman HDX, dated December 11, 2024, which includes a description of and three new TORO Workman HDX 4WD details, shall be fully incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto (attached hereto as Attachment "A").

2. TERM and Ownership: This is an outright purchase and shall have no term, and ownership of the three new TORO Workman HDX to the City shall commence upon delivery to the Department of Public Service, located at 851 S. Eton Street, Birmingham, Mi., 48009.

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

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

5. CONFIDENTIAL AND OR PROPRIETARY INFORMATION: While the City acknowledges it is unlikely, the Vendor acknowledges that in performing services pursuant to this Agreement, certain confidential and/or proprietary information (including, but not limited to, internal organization, methodology, personnel and financial information, etc.) may become involved. The Vendor recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the City. Therefore, the vendor agrees to use reasonable

care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. The vendor shall inform its employees of the confidential or proprietary nature of such information and shall limit access thereto to employees rendering services pursuant to this Agreement. The vendor further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.

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

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

8. NON-COMPLIANCE WITH INSURANCE REQUIREMENTS: Failure to deliver and maintain insurance in accordance with the terms of this Agreement will be cause for the City, by and through its City Manager, to terminate this Agreement, or at the City's option, the City may purchase on the open market such required insurance and shall be entitled to charge any additional cost to the Vendor, either by offset to any amounts due and owing Vendor for services provided to the City, or, by separate bill and demand for payment. Nothing in this paragraph shall be deemed to create or be interpreted as establishing a "for cause" termination; Vendor agrees and understands that its engagement is at will and may be terminated by the City Manager for any cause or no cause.

9. INDEMNIFICATION: To the fullest extent permitted by law, the Vendor and any entity or person for whom the Vendor is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City of Birmingham, its elected and appointed officials, employees and volunteers and others working on their behalf against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, employees, volunteers or others working on their behalf, by reason of personal injury, including bodily injury and death and/or property damage,

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

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

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

Spartan Distributors
1050 Opdyke Road
Auburn Hills, MI
Owosso, Michigan 48867
Attn: Tom Gill

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

12. AMENDMENTS: No amendment, modification or supplement to this Agreement shall be binding unless it is in writing and signed by authorized representatives of the parties.

13. WAIVER OF BREACH: No waiver by either party of any breach of any of the terms, covenants or conditions herein contained by the other party shall be construed as a waiver of any succeeding breach of this same or of any other term, covenant or condition.

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

15. DIRECT OR INDIRECT INTEREST: If, after the effective date of this Agreement, any official of the City, or spouse, child, parent or in-law of such official or employee shall become directly or indirectly interested in this Agreement or the affairs of the Vendor, the City shall have the right to terminate this Agreement without further liability to the Vendor if the disqualification has not been removed within thirty (30) days after the City has given the Vendor notice of the disqualifying interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.

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

17. LEGAL PROCEEDINGS: Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 48th District Court or by arbitration. If both parties elect to have the dispute resolved by arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan and administered by the American Arbitration Association with one arbitrator being used, or three arbitrators in the event any party's claim exceeds \$1,000,000. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Such arbitration shall qualify as statutory arbitration pursuant to MCL §600.5001 et seq., and the Oakland County Circuit Court or any court having jurisdiction shall render judgment upon the award of the arbitrator made pursuant to this Agreement. The laws of the State of Michigan shall govern this Agreement, and the arbitration shall take place in Oakland County, Michigan. In the event that the parties elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suit in a federal or state court with jurisdiction over Oakland County, Michigan.

18. RESPONSE TO REQUESTS FOR PROPOSALS: The Vendor shall be held to and bound by all terms, conditions, warranties and representations which it made in its written response dated Vendor, to the City's Request for Proposals dated August 29, 2024 (attached hereto as Attachment "A"). In the event of a conflict in any of the terms of this Agreement and the Vendor on November 11, 2024 response, the terms of this Agreement shall prevail.

19. FAIR PROCUREMENT OPPORTUNITY: Procurement for the City of Birmingham will be handled in a manner providing fair opportunity for all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the City of Birmingham.

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

Spartan Distributors

By: _____

Its: Vice President

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

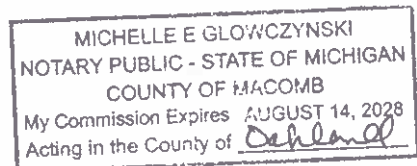
On this 6th day of January, 2025, before me personally appeared
Kris Early, who acknowledged that with authority on behalf of Spartan Distributors to
do so he/she signed this Agreement.

Michelle E Glowczynski
Notary Public

Macomb County, Michigan

Acting in Oakland County, Michigan

My commission expires: 8-14-2028



CITY OF BIRMINGHAM:

By: _____
Therese Q. Longe, Mayor
On the date of: _____

By: _____
Alexandria D. Bingham, City Clerk

APPROVED:

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

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

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

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

ATTACHMENT A

#225



Proposal 1

December 11, 2024

487 W. Division Street
PO Box 246
Sparks, MI 49345
616 887 7301
Fax: 616 887 6283

1050 Clydesdale Road
Livonia (MI), MI 48150
346 373 8800
Fax: 346 373 8899

City of Birmingham
Attn: Chad Check
151 Martin St
Birmingham, MI 48012

We are pleased to provide a quote on the following equipment:

(1) TORO Workman HDX - 4WD (Kubota Gas) (#07386)	\$ 48,255.17
• (1) ROPS Certified Cab (#07392)	
• (1) Cab Door Kit (#07393)	
• (1) Cab Heater (#07349)	
• (1) Brake & Signal Light Kit (#140-4785)	

The above TORO pricing is based on OMNIA Contract #2023261

Pricing is firm for 30 days from date of quotation.

DELIVERY:	Approximately 12 months ARO
TERMS:	Net 30 Days

Thank you for your interest in our line of equipment. If you have any questions, please feel free to call me at 800-822-2216.

Sincerely,

Tom Gill

Tom Gill
Commercial Sales

TG/gm

PURE MICHIGAN®

#234



Proposal 2

December 11, 2024

487 W. Division Street
PO Box 246
Sparta, MI 49345
616.887.7301
Fax: 616.887.6288

1050 Chippewee Road
Auburn Hills, MI 48003
248.373.8800
Fax: 248.373.8899

City of Birmingham
Attn: Chad Check
151 Martin St
Birmingham, MI 48012

We are pleased to provide a quote on the following equipment:

(1) TORO Workman HDX – 4WD (Kubota Gas) (#07386)	\$ 39,185.89
• (1) Brake & Signal Light Kit (#140-4785)	

The above TORO pricing is based on OMNIA Contract #2023261

Pricing is firm for 30 days from date of quotation.

DELIVERY:	Approximately 12 months ARO
TERMS:	Net 30 Days

Thank you for your interest in our line of equipment. If you have any questions, please feel free to call me at 800-822-2216.

Sincerely,

Tom Gill

Tom Gill
Commercial Sales

TG/gm

PURE MICHIGAN[®]

#236



Proposal 2

December 11, 2024

487 W. Division Street
PO Box 246
Spartan, MI 49345
616.887.7301
Fax: 616.887.4208

1050 Chippewa Road
Auburn Hills, MI 48326
248.373.8800
Fax: 248.373.8899

City of Birmingham
Attn: Chad Check
151 Martin St
Birmingham, MI 48012

We are pleased to provide a quote on the following equipment:

(1) TORO Workman HDX - 4WD (Kubota Gas) (#07386)	\$ 39,186.89
• (1) Brake & Signal Light Kit (#140-4785)	

The above TORO pricing is based on OMNIA Contract #2023261

Pricing is firm for 30 days from date of quotation.

DELIVERY:	Approximately 12 months ARO
TERMS:	Net 30 Days

Thank you for your interest in our line of equipment. If you have any questions, please feel free to call me at 800-822-2216.

Sincerely,

Tom Gill

Tom Gill
Commercial Sales

TG/jgm

PURE MICHIGAN®



MEMORANDUM

Parking System

DATE: January 8, 2025

TO: Jana Ecker, City Manager

FROM: Aaron Ford, Parking System Manager

SUBJECT: Chester Street Parking Structure – Dimensions of Parking Spaces

INTRODUCTION:

The 2024 Chester Street Parking Structure Repair Project is currently underway and is expected to be completed by August 2025. Structural and aesthetic repairs are being completed on each level of the structure. Included in the project scope was to re-stripe all parking spaces. However, the current size of the parking spaces in the Chester Parking Structure vary from 6'5" to 8'4". This size variance has caused numerous complaints from patrons about vehicles parking over the designated parking space striping. Parking staff proposes to re-stripe all spaces in the Chester Street Parking Structure to a width of 8'9" to increase safety, create consistency amongst structures and enhance the parking experience for our residents, businesses and guests.

BACKGROUND:

The City owns and operates five (5) parking structures. The five parking structures vary in age with the newest structure, Chester Street, built in 1988. Due to the age of the structures, changes in regulatory codes and an increase in average vehicle size, the size of a parking space in each parking structure is not consistent. Many parking spaces are too small to accommodate SUVs and other larger vehicles.

As repairs occur at each structure, parking staff is reviewing the size of the parking spaces to ensure they are consistent with modern accepted engineering industry standards and will provide the best possible parking experience for patrons. The size of the parking spaces in the Chester Street parking structure are not only inconsistent with the rest of the City's other four parking structures, but are also inconsistent from one floor to another.

Parking staff receives numerous complaints from patrons about fellow guests/patrons parking illegally over the lines. The Police Department's Parking Enforcement Assistants issue more

violations for vehicles parking over the parking space lines at Chester than any other parking structure.

The parking spaces in the Chester Street parking structure vary in size, ranging from 77" (6'5") to 100" (8'4"). The table below shows the space size, style and frequency of issues at all five parking structures.

Structure	Parking Space Size
Industry Guidelines for Parking Spaces	8'3" to 9'0"
Chester	6'5" – 8'4"
Pierce	8'7"
Peabody	7'5"
Park	8'2"
N. Old Woodward	7'7" – 8'7"
Lot 5 (Surface connected to N. Old Woodward Garage)	9'

WJE, the City's contracted firm to engineer the repairs at all five structures, has created a striping plan for the Chester Street structure to meet ADA compliance and minimum industry standards for parking space size. Increasing the dimensions of all parking spaces to minimum industry standards resulted in a loss of 12 spaces. However, should the City Commission decide to increase the size of all the parking spaces to 8'9" to make them uniform throughout the Chester Street parking structure, it would result in a loss of an additional 55 spaces (in addition to the 12 already removed). Overall capacity of the Chester Street Structure would be reduced from 877 parking spaces down to 810.

Should the City Commission decide to increase the width of the parking spaces even further to be 9', the overall reduction in parking spaces would be approximately 105 spaces. Overall capacity of the Chester Street structure would be further reduced to 760 spaces.

Chester Garage		
Proposed Parking Space Size	8'9"	9'
Current Total Capacity	877	877
Spaces Lost Due to Re-Striping to Accepted Minimum Industry Standards	-12	-12
Spaces lost due to increasing space size	-55	-105
Total New Capacity	810	760

Chester Garage – 7'1" to 8'4"



Park Garage – 8'2"



LEGAL REVIEW:

None.

FISCAL IMPACT:

The restriping of the Chester Street parking structure spaces in accordance with minimum acceptable standards was part of the original contract. However, the APC has recommended an increase in size above the minimum acceptable standard, and thus there is an additional fee of \$6500 for WJE to create a new striping plan. A budget amendment and a change order to the 2024 Chester Street Parking Structure Repair Project would be necessary should the City Commission follow the recommendation of the APC.

The proposed changes would more than likely not have an immediate impact on the operation or finances of the parking system. The Chester Street structure is the least busy of the five City parking structures and has not filled to capacity in the post-COVID era. Before the start of the most recent repairs in the structure, the average capacity of the Chester Street parking structure was approximately 45-50%. There are currently 1,138 monthly passes sold at the Chester Street parking structure. Of those, an average of 313 monthly passes are used daily Monday - Friday. In 2024, a maximum of 619 passes were used at any given day.

SUSTAINABILITY:

N/A.

PUBLIC COMMUNICATIONS:

The proposed request was presented at the December Advisory Parking Committee (APC) meeting. The APC voiced concerns about losing parking spaces in the event that future parking returned to maximum capacity. However, they elected to proceed with the proposed restriping to 8'9". They acknowledged that the size of vehicles today is much larger and parking over the lines is a known issue at Chester. They felt restriping to 8'9" was a reasonable compromise. There was no public opposition.

SUMMARY:

The Chester Street parking structure is currently undergoing repair. During the repair process it was found that the parking spaces varied in size, and not all the ADA spaces were ADA complaint. There were also parking spaces that do not meet engineering industry minimum standards. As repairs are completed, the Chester Street parking structure will be restriped. In order to bring the parking space dimensions to a minimally acceptable standard, 12 spaces in the Chester Street parking structure will be lost. In addition, both parking staff and the APC recommend restriping all of the parking spaces in the Chester Street parking structure to 8'9" in width to provide consistency, to accommodate larger size vehicles and improve the experience of parking in the Chester Street structure. Doing so would reduce the capacity of the structure by an additional 55 spaces. The total capacity of the Chester Street Parking Structure would go from 877 spaces to 810 spaces.

ATTACHMENTS:

- Advisory Parking Committee meeting minutes of December 4, 2024

SUGGESTED COMMISSION ACTION:

Make a motion to adopt a resolution to restripe the Chester Street parking structure so that all parking spaces are striped at 8'9" in width as recommended by the APC, to approve a change order for a \$6,500 fee for WJE Engineering to revise the striping plan for the Chester Street structure; and to appropriate and amend the 2024-2025 Automobile Parking System budget as follows:

Revenues

514.1-000.000-400.0000	Draw from Net Position	\$6,500
------------------------	------------------------	---------

Expenses

514.1-594.008-977.0000	Public Works - Buildings	\$6,500
------------------------	--------------------------	---------

Advisory Parking Committee
Meeting of December 4, 2024
151 Martin Street, City Commission Room, Birmingham, MI

Minutes

These are the minutes of the Advisory Parking Committee ("APC") regular meeting held on December 4, 2024. The meeting was called to order at 7:30 a.m.

1. Nomination of Temporary Chair

Motion by Arpin
Seconded by Moody to nominate Kevin.

Motion carried, 5-0.

VOICE VOTE

Yeas: Petcoff, Silverman, Kozlowski, Moody, Arpin

Nays: None

2. Roll Call

Present: Committee Members Jim Arpin, Kevin Kozlowski, Michelle Moody, Mary-Claire
Petcoff, Lisa Silverman

Absent: Michele Taddei

Staff: Parking Systems Manager Ford; Assistant City Manager Clemence, City
Transcriptionist Eichenhorn

3. Nomination and Selection of Chair and Vice Chair

Motion by Arpin
Seconded by Petcoff to nominate Kevin for permanent Chair.

Motion carried, 5-0.

VOICE VOTE

Yeas: Petcoff, Silverman, Kozlowski, Moody, Arpin

Nays: None

Motion by Kozlowski
Seconded by Petcoff for Vice Chair, nominate Jim Arpin.

Motion carried, 5-0.

VOICE VOTE

Yeas: Petcoff, Silverman, Kozlowski, Moody, Arpin

Nays: None

4. Approval of Minutes, October 2024

Motion by Arpin
Seconded by Moody to approve the minutes.

Motion carried, 5-0.

VOICE VOTE

Yeas: Petcoff, Silverman, Kozlowski, Moody, Arpin

Nays: None

5. Increase parking stall size – Chester Garage

PSM Ford presented the item. PSM Ford and Sarah Rush from WJE answered informational questions from the APC.

During discussion, APC members made the following comments:

- Chester had more use prior to the Covid-19 pandemic, and it would not be impossible that demand could return.
- An 8'9" space would accommodate most vehicles.
- Presently there is a surplus of ADA-compliant spaces, and that number could possibly be reduced in exchange for more non-ADA spaces.
- Changes that would result in fewer parking spaces should be approached cautiously. Birmingham continues to grow, and parking demand is likely to increase with growth.

Motion by Moody
Seconded by Arpin to go with the recommendation of 8'9" in that particular garage.

APC comments on the motion were as follows:

- **A larger SUV cannot comfortably be parked in an 8'3" spot.**

Motion carried, 5-0.

VOICE VOTE

Yeas: Petcoff, Silverman, Kozlowski, Moody, Arpin

Nays: None

6. Parking Reports

PSM Ford answered informational questions about the parking reports.

APC members made the following comments during discussion:

- It would be helpful to have quarterly revenue and expense reports so that the APC could better understand cash flow.

7. Meeting open to the public for items not on the agenda

PSM Ford reported on the finalized updates to the APC's revised roles and responsibilities, aesthetic improvements to the garages, and electric vehicle charging.

APC members made the following comments during discussion:

- The Commission was interested in exploring more substantive improvements to the garages' aesthetics.
- It would be helpful for the APC to have more info on other municipalities' electric vehicle charging business models in order to learn from their implementation, successes, and drawbacks.
- Public electric vehicles chargers would be useful for commuters and commercial electric vehicles.
- It would be helpful to have data on the City's parking demand.
- Knowing the frequency of the garages' reaching maximum capacity can serve as a partial proxy for parking demand.
- Finding another way to monitor street parking demand would be beneficial.
- Parking near the 555 Building is in high demand.
- The City should consider improved incentives for parking in Chester.
- Being very specific about the APC member positions may be too limiting in terms of who can then serve.

8. Adjournment

No further business being evident, the meeting adjourned at 8:52 a.m.



Aaron Ford, Parking Systems Manager

Laura Eichenhorn, City Transcriptionist



MEMORANDUM

Clerk's Office

DATE: January 7, 2025

TO: Jana L. Ecker, City Manager

FROM: Alexandria Bingham, City Clerk

SUBJECT: Planning Board & Ad Hoc Senior/Recreation Committee Resignation

INTRODUCTION/BACKGROUND:

The Planning Board & Ad Hoc Senior/Recreation Committee Member Jason Emerine submitted his resignation from the Planning Board & Ad Hoc Senior/Recreation Committee.

LEGAL REVIEW:

None.

FISCAL IMPACT:

None.

SUSTAINABILITY IMPACT:

None.

PUBLIC COMMUNICATIONS:

The City Clerk's office will publish a notice of intention to appoint to the positions, post the vacancies on the "board and commission opportunities" portion of the City's website and include it in the City's digital news vehicles as publication schedules permit.

SUMMARY:

The City Commission is being asked to accept the resignation of Jason Emerine from the Planning Board & Ad Hoc Senior/Recreation Committee, thank him for his service, and to direct the City Clerk to begin the process of filling the vacancies.

ATTACHMENTS:

1. Resignation letter dated December 23, 2024.

SUGGESTED COMMISSION ACTION:

To make a motion to accept the resignation of Jason Emerine from the Planning Board & Ad Hoc Senior/Recreation Committee, to thank him for his service and to direct the City Clerk to begin the process of filling the vacancies.



Mya Brown <mbrown@bhamgov.org>

FromClerksOffice- Jason Emerine Resignations

jason emerine <jason.emerine@gmail.com>

Mon, Dec 23, 2024 at 2:14 PM

To: Office of the City Clerk <clerksoffice@bhamgov.org>, Jecker@bhamgov.org

Clerks Office,

Please accept this email as my formal resignation from the City of Birmingham Planning Board and the City of Birmingham Ad Hoc Senior Recreational Center Committee. I agree to continue to serve on the Ad Hoc Senior Recreational Center Committee until a new applicant becomes available.

Sincerely,
Jason Emerine

5M



MEMORANDUM

Engineering Department

DATE: January 6, 2025

TO: Jana L. Ecker, City Manager

FROM: Melissa A. Coatta, City Engineer

SUBJECT: 2025 Cape Seal Program
Hearing of Necessity for Cape Seal Special Assessment District (SAD)

INTRODUCTION:

Design and bidding has been completed for cape-seal treatment streets located between N. Eton and Coolidge Highway north of Maple Road, Adams Road and S. Eton south of Maple Road. There are two additional streets outside of these two areas that are part of the project: Ann Street from Frank to the dead end, and Northlawn from Southfield to Shipman. The existing unimproved road surfaces will be restored with a new cape-seal treatment as part of the unimproved street maintenance program.

BACKGROUND:

The streets in the project area are mostly located in the northeast portion of the City. Since the 1940's, cape-seal treatments have been applied to these streets to improve their stability and eliminate dust associated with the original gravel roads. Cape-seal treatments were last applied to these streets in 2008 or 2010, and the expected life of this treatment is 7-10 years. This proposed project is planned for construction in Spring 2025.

City policy has been to defray the costs of cape-seal treatments on unimproved streets by creating a Special Assessment District (SAD) consisting of the properties that are benefitting from this treatment.

The parcels within the project zone that are subject to the Cape Seal Assessment are highlighted on the attached maps. Appended to this report is also a list of properties that the department plans to include in the assessment district, along with estimated construction costs.

LEGAL REVIEW:

Chapter 94 – Special Assessments of the Birmingham City Code outlines the process by which a special assessment is conducted in the City of Birmingham. This project will follow the prescribed City Code procedures. Legal has reviewed and has no objection as to form or content.

FISCAL IMPACT:

Revenue generated from the Cape Seal Special Assessment District for the 2025 Cape Seal Program will defray the costs incurred by the City for construction of these improvements. Consistent with previous projects of this nature, the City's policy is as follows:

- 85% of the front-foot costs for improvement are assessed on all properties fronting on the improvement.
- 25% of the side-foot costs for improvement are assessed on all residential properties siding on the improvement.
- 85% of the side-foot costs for improvement are assessed on improved business properties siding on the improvement.
- 25% of the side-foot costs for improvement are assessed on vacant business properties siding on the improvement.

The City pays for the balance of the costs, 15% and 75% front footage and side footage respectively.

Properties located on streets that will be pulverized, subject to cement stabilization, and then receive a cape sealed surface will be assessed at the rate of is \$42.35 per foot. Properties located on streets proposed only to receive spray patching and a cape sealed surface will be assessed at the rate of \$20.34 per foot.

SUSTAINABILITY:

Completing cape seal treatment on roads enhances the road surface and reduces the maintenance required.

DESIGN CONSIDERATIONS:

Sidewalk ramps that currently do not meet ADA standards will be removed and installed per the current ADA standards.

PUBLIC COMMUNICATIONS:

Notice for the Confirmation of Roll is to be distributed by the Clerk's Office. An informative resident meeting was held at City Hall on Tuesday, January 7, 2025. Property owners affected by the work will also be notified in advance through the use of door-hangers and the City's Constant Contact targeted e-blasts.

SUMMARY:

The Engineering Department recommends that the City Commission declare necessity and approve a Special Assessment District for the 2025 Cape Seal Program. Should the Commission approve the Special Assessment District, a public hearing for Confirmation of the Roll will be held at the City Commission meeting on January 27, 2025.

ATTACHMENTS:

- Maps of proposed 2025 Cape Seal Special Assessment District
- Spreadsheet with estimated costs of services
- Clerk's Confirmation of Public Hearing Notice

SUGGESTED COMMISSION ACTION:

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

WHEREAS, The City Commission has conducted a public hearing and has determined it is necessary to proceed with the project of resurfacing unimproved roads by method of pulverizing, cement stabilization, spray patching, and cape seal surface, and replacement of City sidewalk ramps; and

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

WHEREAS, The City Commission, after the public hearing, has determined that the 2025 Cape Seal Program is a necessity and is in the best interest of the City and will specially benefit the properties included in the Special Assessment District; and

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

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

WHEREAS, The City Engineer has determined the boundaries of the road resurfacing and sidewalk ramp replacement located within the limits of the following streets shall be installed as part of the 2025 Cape Seal Program (Contract #5-25(P)):

Yorkshire Road - N. Eton to Coolidge Highway; and
Dorchester Road - St. Andrews to Coolidge Highway; and
Buckingham Avenue - N. Eton to Edenborough; and
Edenborough Road - Dorchester to Windermere; and
Yosemite Boulevard - Adams to Columbia; and
Yankee Avenue - Villa to Yosemite; and
Ann Street - Frank to the dead end; and
Northlawn - Southfield to Shipman; and

WHEREAS, The formula used in making the assessment is 85% of the front-foot costs for improvement are assessed on all properties fronting on the improvement, 25% of the side-foot costs for improvement are assessed on all residential properties siding on the improvement, 85% of the side-foot costs for improvement are assessed on improved business properties siding on the improvement, and 25% of the side-foot costs for improvement are assessed on vacant business properties siding on the improvement for resurfacing of the unimproved roads and replacement of sidewalk ramps to meet ADA compliance (calculated at the rate of \$42.35 per foot for properties on streets that will be pulverized, cement stabilization, and cape seal resurfaced, and \$20.34 per foot for properties on streets that will be spray patched and cape seal resurfaced).

THEREFORE LET IT BE RESOLVED, The City Commission has determined that the scope of the public improvement as described is in the best interest of the City and will benefit the properties listed in the assessment roll is a necessity, and the City Commission directs the Manager to prepare a Special Assessment Roll and present the same to the City Commission for confirmation and further set a public hearing for Confirmation of the Roll on January 27, 2025 and give notice for same.

Street Pulverizing / Cement Stabilization / Cape Seal Resurfacing

Sidwell Number	Street Address	Cape Seal Assessment
1936205040	280 Daines Street	\$539.95
1936205021	-	\$1,259.88
1936205026	442 S Old Woodward Avenue	\$3,043.15
1936205041	444 S Old Woodward Avenue	\$6,548.50
1936205005	645 Purdy Street	\$3,039.55
1936205008	-	\$1,439.86
1936205034	566 Ann Street	\$1,676.72
1936205015	393 E Frank Street	\$1,005.79
2030477001	2616 Dorchester Road	\$1,799.83
2030477002	2630 Dorchester Road	\$1,799.83
2030477003	2648 Dorchester Road	\$1,799.83
2030477004	2676 Dorchester Road	\$1,799.83
2030477005	2694 Dorchester Road	\$1,799.83
2030477006	2710 Dorchester Road	\$1,799.83
2030477007	2736 Dorchester Road	\$1,889.82
2030477008	2754 Dorchester Road	\$1,673.84
2030477009	2760 Dorchester Road	\$1,835.83
2030477010	2792 Dorchester Road	\$2,159.79
2030477011	2802 Dorchester Road	\$2,159.79
2030477012	2822 Dorchester Road	\$2,159.79
2030477013	2846 Dorchester Road	\$2,159.79
2030477014	2868 Dorchester Road	\$2,159.79
2030477015	2896 Dorchester Road	\$2,267.78
2030476018	2615 Dorchester Road	\$1,691.84
2030476019	2635 Dorchester Road	\$1,691.84
2030476020	2647 Dorchester Road	\$1,691.84
2030476021	2663 Dorchester Road	\$1,691.84
2030476022	2681 Dorchester Road	\$1,691.84
2030476023	2711 Dorchester Road	\$1,691.84
2030476024	2735 Dorchester Road	\$1,691.84
2030476025	2757 Dorchester Road	\$1,691.84
2030476026	2761 Dorchester Road	\$1,691.84
2030476027	2789 Dorchester Road	\$1,691.84

2030476028	2797 Dorchester Road	\$1,691.84
2030476029	2807 Dorchester Road	\$1,691.84
2030476030	2829 Dorchester Road	\$1,691.84
2030476031	2845 Dorchester Road	\$1,691.84
2030476032	2851 Dorchester Road	\$1,655.84
2030476033	2887 Dorchester Road	\$1,619.85
2030476034	2895 Dorchester Road	\$1,619.85
1936301007	1365 Southfield Road	\$952.85
1936301014	1360 Shipman Boulevard	\$1,376.34
1936305001	1407 Southfield Road	\$952.85
1936305005	1404 Shipman Boulevard	\$1,376.34
2031102013	1598 Yosemite Boulevard	\$1,566.91
2031102039	1583 Villa Road	\$1,408.10
2031127001	1610 Yosemite Boulevard	\$1,566.91
2031127012	1611 Villa Road	\$1,408.10
2030455001	2020 Yorkshire Road	\$2,699.74
2030455002	2046 Yorkshire Road	\$2,699.74
2030455003	2064 Yorkshire Road	\$2,699.74
2030455004	2092 Yorkshire Road	\$2,699.74
2030455005	2112 Yorkshire Road	\$2,699.74
2030455006	2140 Yorkshire Road	\$2,699.74
2030455007	2168 Yorkshire Road	\$2,699.74
2030455008	2192 Yorkshire Road	\$2,699.74
2030455009	2220 Yorkshire Road	\$2,699.74
2030455010	2252 Yorkshire Road	\$2,699.74
2030455011	2280 Yorkshire Road	\$2,699.74
2030456001	2324 Yorkshire Road	\$2,699.74
2030456002	2350 Yorkshire Road	\$2,699.74
2030456003	2380 Yorkshire Road	\$2,699.74
2030456004	2420 Yorkshire Road	\$2,699.74
2030456005	2440 Yorkshire Road	\$2,699.74
2030456006	2474 Yorkshire Road	\$2,699.74
2030456007	2488 Yorkshire Road	\$2,699.74
2030456008	2510 Yorkshire Road	\$2,699.74
2030456009	2540 Yorkshire Road	\$2,699.74
2030456010	2576 Yorkshire Road	\$2,699.74
2030456011	2588 Yorkshire Road	\$2,699.74
2030478001	2614 Yorkshire Road	\$2,699.74
2030478002	2650 Yorkshire Road	\$2,699.74
2030478003	2698 Yorkshire Road	\$2,699.74
2030478072	2730 Yorkshire Road	\$2,699.74
2030478073	2744 Yorkshire Road	\$2,699.74

2030478006	2756 Yorkshire Road	\$2,699.74
2030478037	2794 Yorkshire Road	\$2,699.74
2030478038	2810 Yorkshire Road	\$2,699.74
2030478039	2850 Yorkshire Road	\$2,699.74
2030478008	2866 Yorkshire Road	\$2,699.74
2030478009	2898 Yorkshire Road	\$2,591.75
2030453012	2029 Yorkshire Road	\$2,699.74
2030453013	2043 Yorkshire Road	\$2,699.74
2030453014	2057 Yorkshire Road	\$2,699.74
2030453015	2095 Yorkshire Road	\$2,699.74
2030453016	2113 Yorkshire Road	\$2,699.74
2030453017	2139 Yorkshire Road	\$2,699.74
2030453018	2165 Yorkshire Road	\$2,699.74
2030453019	2187 Yorkshire Road	\$2,699.74
2030453020	2219 Yorkshire Road	\$2,699.74
2030453021	2251 Yorkshire Road	\$2,699.74
2030453022	2279 Yorkshire Road	\$2,699.74
2030454012	2323 Yorkshire Road	\$2,699.74
2030454013	2351 Yorkshire Road	\$2,699.74
2030454014	2379 Yorkshire Road	\$2,699.74
2030454015	2419 Yorkshire Road	\$2,699.74
2030454016	2441 Yorkshire Road	\$2,699.74
2030454017	2467 Yorkshire Road	\$2,699.74
2030454018	2489 Yorkshire Road	\$2,699.74
2030454019	2521 Yorkshire Road	\$2,699.74
2030454020	2535 Yorkshire Road	\$2,699.74
2030454021	2565 Yorkshire Road	\$2,699.74
2030454022	2597 Yorkshire Road	\$2,699.74
2030477017	2613 Yorkshire Road	\$2,699.74
2030477018	2649 Yorkshire Road	\$2,699.74
2030477019	2695 Yorkshire Road	\$2,699.74
2030477020	2717 Yorkshire Road	\$2,699.74
2030477021	2739 Yorkshire Road	\$2,519.76
2030477022	2765 Yorkshire Road	\$2,879.73
2030477023	2795 Yorkshire Road	\$2,699.74
2030477024	2811 Yorkshire Road	\$2,699.74
2030477025	2833 Yorkshire Road	\$2,699.74
2030477026	2863 Yorkshire Road	\$2,699.74
2030477027	2897 Yorkshire Road	\$2,591.75
2031101036	1609 Yosemite Boulevard	\$3,059.71
2031101037	1635 Yosemite Boulevard	\$2,411.77
2031101038	1659 Yosemite Boulevard	\$2,411.77

2031101039	1671 Yosemite Boulevard	\$2,375.77
2031101040	1691 Yosemite Boulevard	\$2,231.79
2031101041	1721 Yosemite Boulevard	\$2,267.78
2031101042	1745 Yosemite Boulevard	\$2,267.78
2031101043	1765 Yosemite Boulevard	\$2,231.79
2031101044	1795 Yosemite Boulevard	\$2,213.79
2031127001	1610 Yosemite Boulevard	\$2,159.79
2031127002	1644 Yosemite Boulevard	\$2,699.74
2031127023	1660 Yosemite Boulevard	\$2,699.74
2031127024	1678 Yosemite Boulevard	\$2,699.74
2031127007	1714 Yosemite Boulevard	\$2,699.74
2031127026	-	\$1,799.83
2031127027	1756 Yosemite Boulevard	\$1,799.83
2031127010	1774 Yosemite Boulevard	\$1,799.83
2031127011	1792 Yosemite Boulevard	\$2,213.79

Street Spray Patching and Cape Seal Resurfacing

Sidwell Number	Street Address	Cape Seal Assessment
2030451001	2010 Buckingham Ave	\$922.34
2030451002	2032 Buckingham Ave	\$1,037.31
2030451003	2060 Buckingham Ave	\$1,037.31
2030451004	2080 Buckingham Ave	\$1,037.31
2030451005	2106 Buckingham Ave	\$1,037.31
2030451006	2120 Buckingham Ave	\$1,037.31
2030451007	2144 Buckingham Ave	\$1,037.31
2030451008	2152 Buckingham Ave	\$1,037.31
2030451009	2182 Buckingham Ave	\$1,037.31
2030451010	2220 Buckingham Ave	\$1,037.31
2030451011	2238 Buckingham Ave	\$1,037.31
2030451012	2250 Buckingham Ave	\$1,037.31
2030451013	2282 Buckingham Ave	\$1,613.89
2030406001	Pembroke Park	\$16,407.85
2030406002	2316 Windemere Road	\$545.81
2030406018	2305 Buckingham Avenue	\$727.34
2030452001	2306 Buckingham Avenue	\$759.17
2030452017	2317 Dorchester Road	\$759.17
2030451013	2282 Buckingham Avenue	\$759.17
2030451028	2291 Dorchester Road	\$759.17
2030406001	Pembroke Park	\$5,092.60
2031102001	1122 Yosemite Boulevard	\$1,728.85

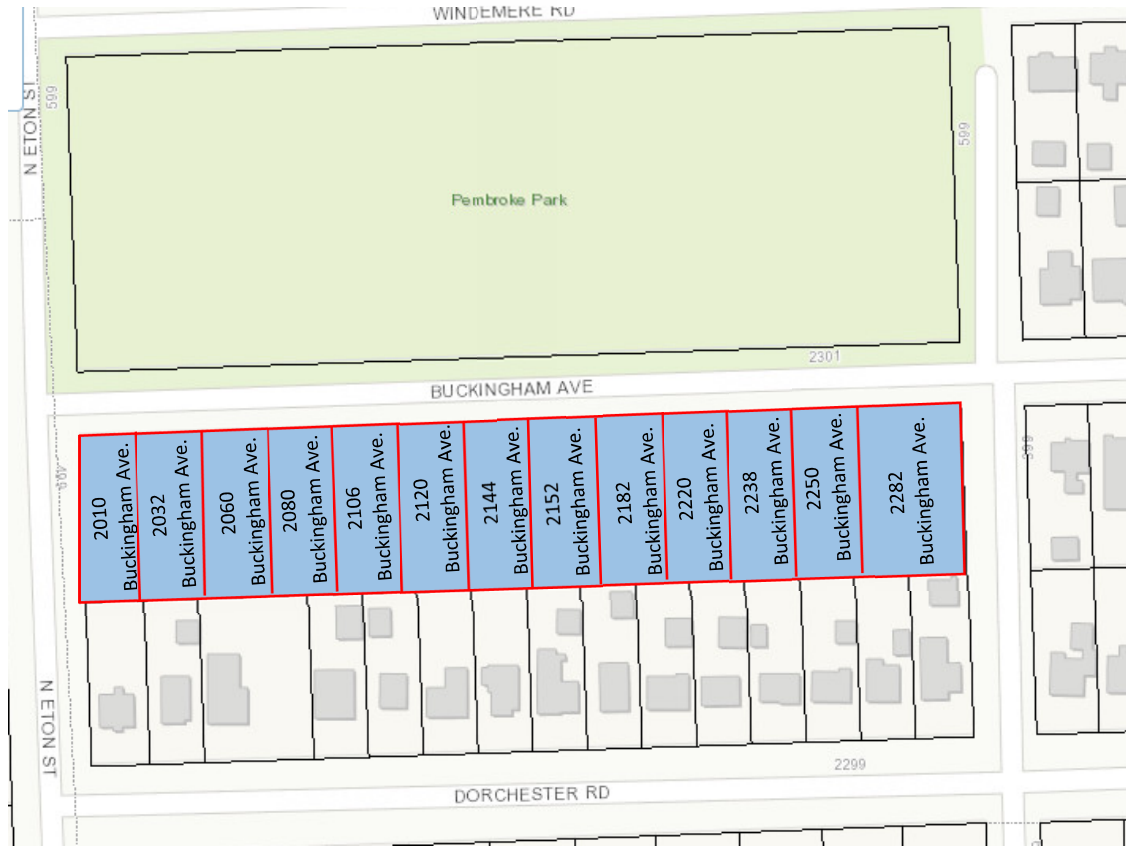
2031102002	1166 Yosemite Boulevard	\$1,728.85
2031102003	1224 Yosemite Boulevard	\$1,728.85
2031102004	1248 Yosemite Boulevard	\$1,728.85
2031102005	1260 Yosemite Boulevard	\$1,728.85
2031102006	1348 Yosemite Boulevard	\$1,728.85
2031102007	1366 Yosemite Boulevard	\$2,161.07
2031102008	1420 Yosemite Boulevard	\$2,161.07
2031102009	1446 Yosemite Boulevard	\$1,728.85
2031102010	1498 Yosemite Boulevard	\$1,728.85
2031102011	1524 Yosemite Boulevard	\$1,728.85
2031102012	1556 Yosemite Boulevard	\$1,728.85
2031102013	1598 Yosemite Boulevard	\$1,728.85
2031101023	1111 Yosemite Boulevard	\$1,728.85
2031101024	1171 Yosemite Boulevard	\$1,728.85
2031101025	1231 Yosemite Boulevard	\$1,728.85
2031101026	1253 Yosemite Boulevard	\$1,728.85
2031101027	1291 Yosemite Boulevard	\$1,728.85
2031101028	1333 Yosemite Boulevard	\$1,728.85
2031101029	1387 Yosemite Boulevard	\$2,161.07
2031101030	1419 Yosemite Boulevard	\$2,161.07
2031101031	1447 Yosemite Boulevard	\$1,728.85
2031101032	1493 Yosemite Boulevard	\$1,728.85
2031101033	1525 Yosemite Boulevard	\$1,728.85
2031101034	1551 Yosemite Boulevard	\$1,728.85
2031101035	1595 Yosemite Boulevard	\$2,161.07

CAPE SEAL PROJECT AREA

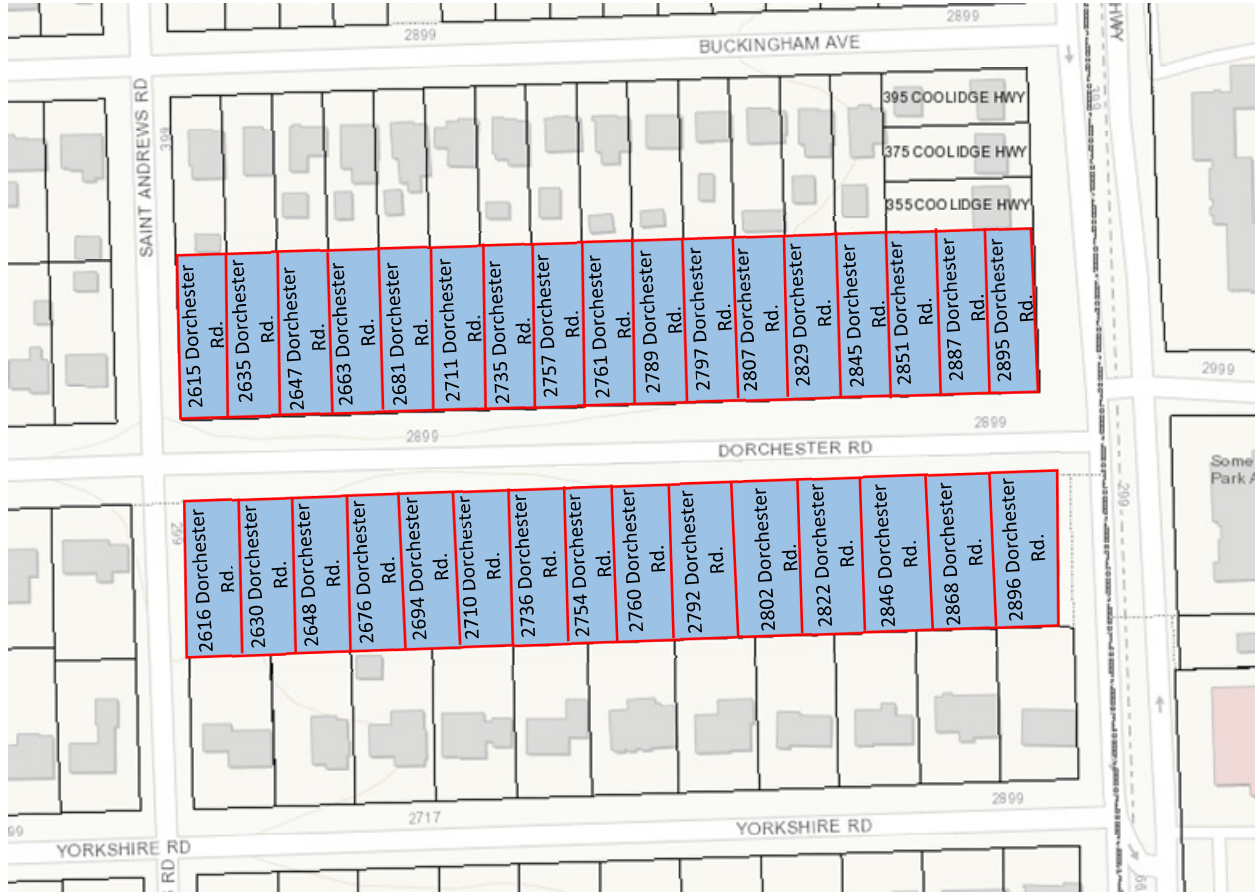
Ann Street:
East Frank Street to Dead End



Buckingham Avenue:
North Eton Street to Edenborough Road



Dorchester Road: **St. Andrews Road to Coolidge Highway**



Edenborough Road:

Windemere Road to Dorchester Road



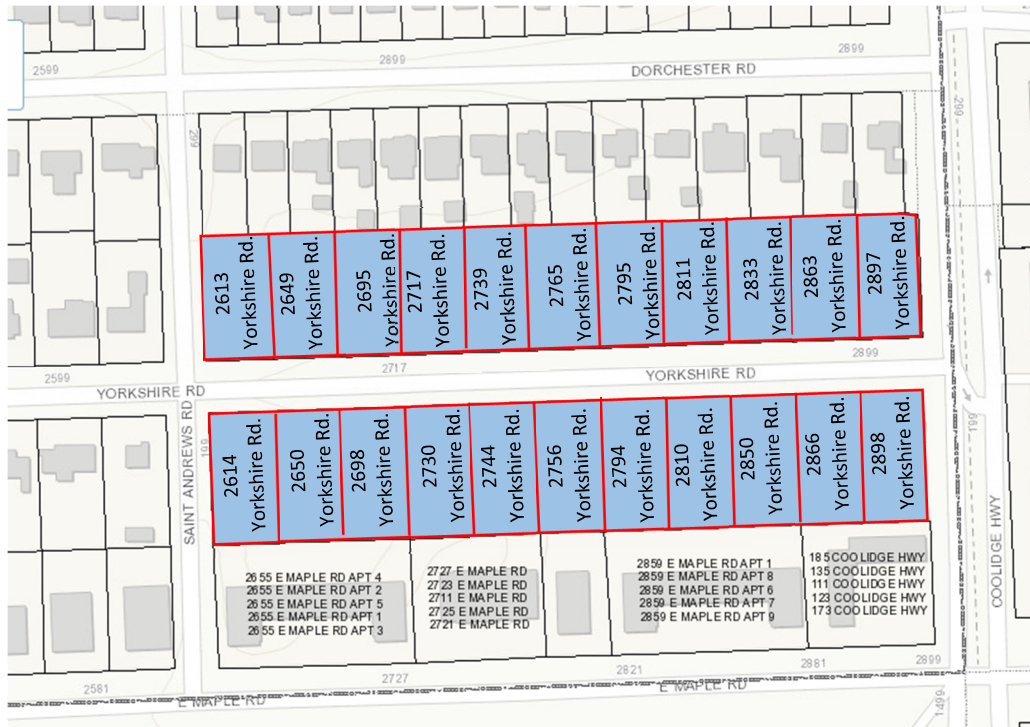
Northlawn Boulevard:
Shipman Boulevard to Southfield Road



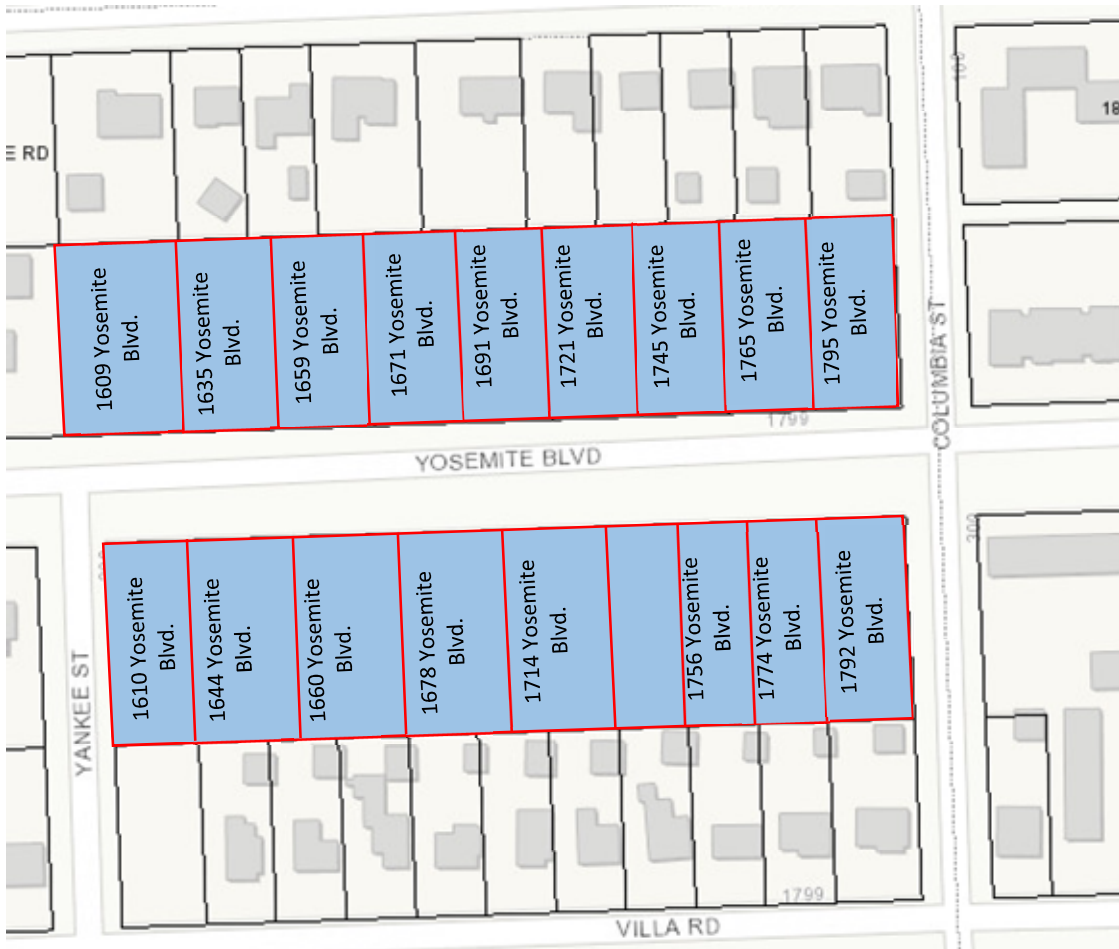
Yankee Avenue:
Yosemite Boulevard to Villa Road



Yorkshire Road: North Eton Street to Coolidge Highway



Yosemite Boulevard: South Adams Road to Columbia Street



		Sidwell Number	Street Address	Commercial	Short Length (LFT)	Long Length (LFT)	Cape-Seal Assessment
Ann Street	East Frank Street to Dead End	1936205040	280 Daines Street	Yes	15.00		\$ 539.95
		1936205021	-	Yes	35.00		\$ 1,259.88
		1936205026	442 S Old Woodward Avenue	Yes	84.54		\$ 3,043.15
		1936205041	444 S Old Woodward Avenue	Yes	181.92		\$ 6,548.50
		1936205005	645 Purdy Street		84.44		\$ 3,039.55
		1936205008	-		40.00		\$ 1,439.86
		1936205034	566 Ann Street		46.58		\$ 1,676.72
		1936205015	393 E Frank Street			95.00	\$ 1,005.79
Buckingham Ave	North Eton Street to Edenborough Road	2030451001	2010 Buckingham Ave		53.35		\$ 922.34
		2030451002	2032 Buckingham Ave		60.00		\$ 1,037.31
		2030451003	2060 Buckingham Ave		60.00		\$ 1,037.31
		2030451004	2080 Buckingham Ave		60.00		\$ 1,037.31
		2030451005	2106 Buckingham Ave		60.00		\$ 1,037.31
		2030451006	2120 Buckingham Ave		60.00		\$ 1,037.31
		2030451007	2144 Buckingham Ave		60.00		\$ 1,037.31
		2030451008	2152 Buckingham Ave		60.00		\$ 1,037.31
		2030451009	2182 Buckingham Ave		60.00		\$ 1,037.31
		2030451010	2220 Buckingham Ave		60.00		\$ 1,037.31
		2030451011	2238 Buckingham Ave		60.00		\$ 1,037.31
		2030451012	2250 Buckingham Ave		60.00		\$ 1,037.31
		2030451013	2282 Buckingham Ave		93.35		\$ 1,613.89
		2030406001	Pembroke Park			806.70	\$ -
Dorchester Road	St. Andrews Road to Coolidge Highway	2030477001	2616 Dorchester Road		50.00		\$ 1,799.83
		2030477002	2630 Dorchester Road		50.00		\$ 1,799.83
		2030477003	2648 Dorchester Road		50.00		\$ 1,799.83
		2030477004	2676 Dorchester Road		50.00		\$ 1,799.83
		2030477005	2694 Dorchester Road		50.00		\$ 1,799.83
		2030477006	2710 Dorchester Road		50.00		\$ 1,799.83
		2030477007	2736 Dorchester Road		52.50		\$ 1,889.82
		2030477008	2754 Dorchester Road		46.50		\$ 1,673.84
		2030477009	2760 Dorchester Road		51.00		\$ 1,835.83
		2030477010	2792 Dorchester Road		60.00		\$ 2,159.79
		2030477011	2802 Dorchester Road		60.00		\$ 2,159.79
		2030477012	2822 Dorchester Road		60.00		\$ 2,159.79
		2030477013	2846 Dorchester Road		60.00		\$ 2,159.79
		2030477014	2868 Dorchester Road		60.00		\$ 2,159.79
		2030477015	2896 Dorchester Road		63.00		\$ 2,267.78
		2030476018	2615 Dorchester Road		47.00		\$ 1,691.84
		2030476019	2635 Dorchester Road		47.00		\$ 1,691.84
		2030476020	2647 Dorchester Road		47.00		\$ 1,691.84
		2030476021	2663 Dorchester Road		47.00		\$ 1,691.84
		2030476022	2681 Dorchester Road		47.00		\$ 1,691.84
		2030476023	2711 Dorchester Road		47.00		\$ 1,691.84
		2030476024	2735 Dorchester Road		47.00		\$ 1,691.84
		2030476025	2757 Dorchester Road		47.00		\$ 1,691.84
		2030476026	2761 Dorchester Road		47.00		\$ 1,691.84
		2030476027	2789 Dorchester Road		47.00		\$ 1,691.84
		2030476028	2797 Dorchester Road		47.00		\$ 1,691.84
		2030476029	2807 Dorchester Road		47.00		\$ 1,691.84
		2030476030	2829 Dorchester Road		47.00		\$ 1,691.84

		Sidwell Number	Street Address	Commercial	Short Length (LFT)	Long Length (LFT)	Cape-Seal Assessment
		2030476031	2845 Dorchester Road		47.00		\$ 1,691.84
		2030476032	2851 Dorchester Road		46.00		\$ 1,655.84
		2030476033	2887 Dorchester Road		45.00		\$ 1,619.85
		2030476034	2895 Dorchester Road		45.00		\$ 1,619.85
Edenborough Road	Windemere Road to Dorchester Road	2030406002	2316 Windemere Road			107.34	\$ 545.81
		2030406018	2305 Buckingham Avenue			143.04	\$ 727.34
		2030452001	2306 Buckingham Avenue			149.30	\$ 759.17
		2030452017	2317 Dorchester Road			149.30	\$ 759.17
		2030451013	2282 Buckingham Avenue			149.30	\$ 759.17
		2030451028	2291 Dorchester Road			149.30	\$ 759.17
		2030406001	Pembroke Park		250.38		\$ -
Northlawn Boulevard	Shipman Boulevard to Southfield	1936301007	1365 Southfield Road			90.00	\$ 952.85
		1936301014	1360 Shipman Boulevard			130.00	\$ 1,376.34
		1936305001	1407 Southfield Road			90.00	\$ 952.85
		1936305005	1404 Shipman Boulevard			130.00	\$ 1,376.34
Yankee Street	Yosemite Boulevard to Villa Road	2031102013	1598 Yosemite Boulevard			148.00	\$ 1,566.91
		2031102039	1583 Villa Road			133.00	\$ 1,408.10
		2031127001	1610 Yosemite Boulevard			148.00	\$ 1,566.91
		2031127012	1611 Villa Road			133.00	\$ 1,408.10
id	idge Highway	2030455001	2020 Yorkshire Road		75.00		\$ 2,699.74
		2030455002	2046 Yorkshire Road		75.00		\$ 2,699.74
		2030455003	2064 Yorkshire Road		75.00		\$ 2,699.74
		2030455004	2092 Yorkshire Road		75.00		\$ 2,699.74
		2030455005	2112 Yorkshire Road		75.00		\$ 2,699.74
		2030455006	2140 Yorkshire Road		75.00		\$ 2,699.74
		2030455007	2168 Yorkshire Road		75.00		\$ 2,699.74
		2030455008	2192 Yorkshire Road		75.00		\$ 2,699.74
		2030455009	2220 Yorkshire Road		75.00		\$ 2,699.74
		2030455010	2252 Yorkshire Road		75.00		\$ 2,699.74
		2030455011	2280 Yorkshire Road		75.00		\$ 2,699.74
		2030456001	2324 Yorkshire Road		75.00		\$ 2,699.74
		2030456002	2350 Yorkshire Road		75.00		\$ 2,699.74
		2030456003	2380 Yorkshire Road		75.00		\$ 2,699.74
		2030456004	2420 Yorkshire Road		75.00		\$ 2,699.74
		2030456005	2440 Yorkshire Road		75.00		\$ 2,699.74
		2030456006	2474 Yorkshire Road		75.00		\$ 2,699.74
		2030456007	2488 Yorkshire Road		75.00		\$ 2,699.74
		2030456008	2510 Yorkshire Road		75.00		\$ 2,699.74
		2030456009	2540 Yorkshire Road		75.00		\$ 2,699.74
		2030456010	2576 Yorkshire Road		75.00		\$ 2,699.74
		2030456011	2588 Yorkshire Road		75.00		\$ 2,699.74
		2030478001	2614 Yorkshire Road		75.00		\$ 2,699.74
		2030478002	2650 Yorkshire Road		75.00		\$ 2,699.74
		2030478003	2698 Yorkshire Road		75.00		\$ 2,699.74
		2030478072	2730 Yorkshire Road		75.00		\$ 2,699.74
		2030478073	2744 Yorkshire Road		75.00		\$ 2,699.74
		2030478006	2756 Yorkshire Road		75.00		\$ 2,699.74
		2030478037	2794 Yorkshire Road		75.00		\$ 2,699.74
		2030478038	2810 Yorkshire Road		75.00		\$ 2,699.74
		2030478039	2850 Yorkshire Road		75.00		\$ 2,699.74

		Sidwell Number	Street Address	Commercial	Short Length (LFT)	Long Length (LFT)	Cape-Seal Assessment
Yorkshire Road	North Eton Street to Cool	2030478008	2866 Yorkshire Road		75.00		\$ 2,699.74
		2030478009	2898 Yorkshire Road		72.00		\$ 2,591.75
		2030453012	2029 Yorkshire Road		75.00		\$ 2,699.74
		2030453013	2043 Yorkshire Road		75.00		\$ 2,699.74
		2030453014	2057 Yorkshire Road		75.00		\$ 2,699.74
		2030453015	2095 Yorkshire Road		75.00		\$ 2,699.74
		2030453016	2113 Yorkshire Road		75.00		\$ 2,699.74
		2030453017	2139 Yorkshire Road		75.00		\$ 2,699.74
		2030453018	2165 Yorkshire Road		75.00		\$ 2,699.74
		2030453019	2187 Yorkshire Road		75.00		\$ 2,699.74
		2030453020	2219 Yorkshire Road		75.00		\$ 2,699.74
		2030453021	2251 Yorkshire Road		75.00		\$ 2,699.74
		2030453022	2279 Yorkshire Road		75.00		\$ 2,699.74
		2030454012	2323 Yorkshire Road		75.00		\$ 2,699.74
		2030454013	2351 Yorkshire Road		75.00		\$ 2,699.74
		2030454014	2379 Yorkshire Road		75.00		\$ 2,699.74
		2030454015	2419 Yorkshire Road		75.00		\$ 2,699.74
		2030454016	2441 Yorkshire Road		75.00		\$ 2,699.74
		2030454017	2467 Yorkshire Road		75.00		\$ 2,699.74
		2030454018	2489 Yorkshire Road		75.00		\$ 2,699.74
		2030454019	2521 Yorkshire Road		75.00		\$ 2,699.74
		2030454020	2535 Yorkshire Road		75.00		\$ 2,699.74
		2030454021	2565 Yorkshire Road		75.00		\$ 2,699.74
		2030454022	2597 Yorkshire Road		75.00		\$ 2,699.74
		2030477017	2613 Yorkshire Road		75.00		\$ 2,699.74
		2030477018	2649 Yorkshire Road		75.00		\$ 2,699.74
		2030477019	2695 Yorkshire Road		75.00		\$ 2,699.74
		2030477020	2717 Yorkshire Road		75.00		\$ 2,699.74
		2030477021	2739 Yorkshire Road		70.00		\$ 2,519.76
		2030477022	2765 Yorkshire Road		80.00		\$ 2,879.73
		2030477023	2795 Yorkshire Road		75.00		\$ 2,699.74
		2030477024	2811 Yorkshire Road		75.00		\$ 2,699.74
		2030477025	2833 Yorkshire Road		75.00		\$ 2,699.74
		2030477026	2863 Yorkshire Road		75.00		\$ 2,699.74
		2030477027	2897 Yorkshire Road		72.00		\$ 2,591.75
		2031102001	1122 Yosemite Boulevard		100.00		\$ 1,728.85
		2031102002	1166 Yosemite Boulevard		100.00		\$ 1,728.85
		2031102003	1224 Yosemite Boulevard		100.00		\$ 1,728.85
		2031102004	1248 Yosemite Boulevard		100.00		\$ 1,728.85
		2031102005	1260 Yosemite Boulevard		100.00		\$ 1,728.85
		2031102006	1348 Yosemite Boulevard		100.00		\$ 1,728.85
		2031102007	1366 Yosemite Boulevard		125.00		\$ 2,161.07
		2031102008	1420 Yosemite Boulevard		125.00		\$ 2,161.07
		2031102009	1446 Yosemite Boulevard		100.00		\$ 1,728.85
		2031102010	1498 Yosemite Boulevard		100.00		\$ 1,728.85
		2031102011	1524 Yosemite Boulevard		100.00		\$ 1,728.85
		2031102012	1556 Yosemite Boulevard		100.00		\$ 1,728.85
		2031102013	1598 Yosemite Boulevard		100.00		\$ 1,728.85
		2031101023	1111 Yosemite Boulevard		100.00		\$ 1,728.85
		2031101024	1171 Yosemite Boulevard		100.00		\$ 1,728.85

		Sidwell Number	Street Address	Commercial	Short Length (LFT)	Long Length (LFT)	Cape-Seal Assessment
Yosemite Boulevard	South Adams Road to Columbia Street	2031101025	1231 Yosemite Boulevard		100.00		\$ 1,728.85
		2031101026	1253 Yosemite Boulevard		100.00		\$ 1,728.85
		2031101027	1291 Yosemite Boulevard		100.00		\$ 1,728.85
		2031101028	1333 Yosemite Boulevard		100.00		\$ 1,728.85
		2031101029	1387 Yosemite Boulevard		125.00		\$ 2,161.07
		2031101030	1419 Yosemite Boulevard		125.00		\$ 2,161.07
		2031101031	1447 Yosemite Boulevard		100.00		\$ 1,728.85
		2031101032	1493 Yosemite Boulevard		100.00		\$ 1,728.85
		2031101033	1525 Yosemite Boulevard		100.00		\$ 1,728.85
		2031101034	1551 Yosemite Boulevard		100.00		\$ 1,728.85
		2031101035	1595 Yosemite Boulevard		125.00		\$ 2,161.07
		2031101036	1609 Yosemite Boulevard		85.00		\$ 3,059.71
		2031101037	1635 Yosemite Boulevard		67.00		\$ 2,411.77
		2031101038	1659 Yosemite Boulevard		67.00		\$ 2,411.77
		2031101039	1671 Yosemite Boulevard		66.00		\$ 2,375.77
		2031101040	1691 Yosemite Boulevard		62.00		\$ 2,231.79
		2031101041	1721 Yosemite Boulevard		63.00		\$ 2,267.78
		2031101042	1745 Yosemite Boulevard		63.00		\$ 2,267.78
		2031101043	1765 Yosemite Boulevard		62.00		\$ 2,231.79
		2031101044	1795 Yosemite Boulevard		61.50		\$ 2,213.79
		2031127001	1610 Yosemite Boulevard		60.00		\$ 2,159.79
		2031127002	1644 Yosemite Boulevard		75.00		\$ 2,699.74
		2031127023	1660 Yosemite Boulevard		75.00		\$ 2,699.74
		2031127024	1678 Yosemite Boulevard		75.00		\$ 2,699.74
		2031127007	1714 Yosemite Boulevard		75.00		\$ 2,699.74
		2031127026	-		50.00		\$ 1,799.83
		2031127027	1756 Yosemite Boulevard		50.00		\$ 1,799.83
		2031127010	1774 Yosemite Boulevard		50.00		\$ 1,799.83
		2031127011	1792 Yosemite Boulevard		61.50		\$ 2,213.79



MEMORANDUM

City Clerk's Office

DATE: January 16, 2025

TO: Jana L. Ecker, City Manager

FROM: Alexandria Bingham, City Clerk

SUBJECT: Clerk's Confirmation of Public Hearing Notice: Cape-Seal Maintenance Treatment Special Assessment District, Contract #5-25 (P): 2025 Cape-Seal Program

INTRODUCTION:

The public hearing notice process has been completed for the Cape-Seal Maintenance Treatment Special Assessment District, Contract #5-25 (P): 2025 Cape-Seal Program (SAD). Please see attachments for further confirmation.

PUBLIC COMMUNICATIONS:

Mailing Date: 12/18/2024

Test Mail Return Date: 12/20/2024

Publishing Dates in the Oakland Press: 12/29/2024 & 1/12/2025

Posted in www.bhamgov/publicnotices

ATTACHMENTS:

1. Public Hearing Notice
2. Addresses
3. Mailing Letter
4. Mail Machine Counter Report
5. Proof of Publishing

Parcel Identification Number	First Owner Name	Postal Address	POSTALCITY	POSTALSTAT	POSTALZIP5	PNUM	Postal City Postal State Postal Zip 5
1936205040	DAINES STREET ASSOCIATES	280 DAINES ST, SUITE 300	BIRMINGHAM	MI	48009	08-19-36-205-040	BIRMINGHAM, MI 48009
1936205021	DENNIS J WOLF	625 SOUTHFIELD RD	BIRMINGHAM	MI	48009	08-19-36-205-021	BIRMINGHAM, MI 48009
1936205026	DANIEL M SHARE	333 W FORT ST FL 12TH	DETROIT	MI	48226	08-19-36-205-026	DETROIT, MI 48226
1936205041	GALYN ASSOCIATES LTD	1435 N GLENGARRY RD	BLOOMFIELD HILLS	MI	48301	08-19-36-205-041	BLOOMFIELD HILLS, MI 48301
1936205005	ANDREW C ABBOTT	17181 BUCKINGHAM AVE	BEVERLY HILLS	MI	48025	08-19-36-205-005	BEVERLY HILLS, MI 48025
1936205008	GALYN ASSOCIATES LIMITED	1435 N GLENGARRY RD	BLOOMFIELD HILLS	MI	48301	08-19-36-205-008	BLOOMFIELD HILLS, MI 48301
1936205034	ANN STREET PROPERTY LLC	566 ANN ST	BIRMINGHAM	MI	48009	08-19-36-205-034	BIRMINGHAM, MI 48009
1936205015	ERIC WOLFE	393 E FRANK ST	BIRMINGHAM	MI	48009	08-19-36-205-015	BIRMINGHAM, MI 48009
2030451001	MARTHA A ROUSH-LOGUE	2010 BUCKINGHAM AVE	BIRMINGHAM	MI	48009	08-20-30-451-001	BIRMINGHAM, MI 48009
2030451002	JAMES P FLYNN	2032 BUCKINGHAM AVE	BIRMINGHAM	MI	48009	08-20-30-451-002	BIRMINGHAM, MI 48009
2030451003	ELIZABETH M KAUFMAN	2060 BUCKINGHAM AVE	BIRMINGHAM	MI	48009	08-20-30-451-003	BIRMINGHAM, MI 48009
2030451004	JAMES R JEMISON	2080 BUCKINGHAM AVE	BIRMINGHAM	MI	48009	08-20-30-451-004	BIRMINGHAM, MI 48009
2030451005	DAVID M MCELROY	2106 BUCKINGHAM AVE	BIRMINGHAM	MI	48009	08-20-30-451-005	BIRMINGHAM, MI 48009
2030451006	DENNIS L BERRY	2120 BUCKINGHAM AVE	BIRMINGHAM	MI	48009	08-20-30-451-006	BIRMINGHAM, MI 48009
2030451007	JANIS MIZELL STROUD	2144 BUCKINGHAM AVE	BIRMINGHAM	MI	48009	08-20-30-451-007	BIRMINGHAM, MI 48009
2030451008	SUSANNE M DERY TRUST	2152 BUCKINGHAM AVE	BIRMINGHAM	MI	48009	08-20-30-451-008	BIRMINGHAM, MI 48009
2030451009	TALL TIMBER TRAIL BLDG LLC	14970 TECHNOLOGY DR	SHELBY TOWNSHIP	MI	48315	08-20-30-451-009	SHELBY TOWNSHIP, MI 48315
2030451010	MARK ZEKAJ	2220 BUCKINGHAM AVE	BIRMINGHAM	MI	48009	08-20-30-451-010	BIRMINGHAM, MI 48009
2030451011	KEITH G VOSBURGH	2238 BUCKINGHAM AVE	BIRMINGHAM	MI	48009	08-20-30-451-011	BIRMINGHAM, MI 48009
2030451012	KAREN KADOURA	2250 BUCKINGHAM AVE	BIRMINGHAM	MI	48009	08-20-30-451-012	BIRMINGHAM, MI 48009
2030451013	COLLEEN ANNE LAMB	2282 BUCKINGHAM AVE	BIRMINGHAM	MI	48009	08-20-30-451-013	BIRMINGHAM, MI 48009
2030477001	GIAMBERTO SCACCIA	43753 GALWAY DR	NORTHVILLE	MI	48167	08-20-30-477-001	NORTHVILLE , MI 48167
2030477002	MAXINE ANN SHORT	2630 DORCHESTER RD	BIRMINGHAM	MI	48009	08-20-30-477-002	BIRMINGHAM, MI 48009
2030477003	BABI CONSTRUCTION INC	PO BOX 974	BIRMINGHAM	MI	48012	08-20-30-477-003	BIRMINGHAM, MI 48012
2030477004	LORRAINE GOLDEN	2676 DORCHESTER RD	BIRMINGHAM	MI	48009	08-20-30-477-004	BIRMINGHAM, MI 48009
2030477005	AB HOMES LLC	PO BOX 281	BIRMINGHAM	MI	48012	08-20-30-477-005	BIRMINGHAM, MI 48012
2030477006	FAYE A IGNASH	2710 DORCHESTER RD	BIRMINGHAM	MI	48009	08-20-30-477-006	BIRMINGHAM, MI 48009
2030477007	ROBERT PEIRCE	2736 DORCHESTER RD	BIRMINGHAM	MI	48009	08-20-30-477-007	BIRMINGHAM, MI 48009
2030477008	P'NINAH JULIEANN KANAI REVOC TRUST	2754 DORCHESTER RD	BIRMINGHAM	MI	48009	08-20-30-477-008	BIRMINGHAM, MI 48009
2030477009	MARCUS GOWDY	2760 DORCHESTER RD	BIRMINGHAM	MI	48009	08-20-30-477-009	BIRMINGHAM, MI 48009
2030477010	JON K NELSON	2792 DORCHESTER RD	BIRMINGHAM	MI	48009	08-20-30-477-010	BIRMINGHAM, MI 48009
2030477011	PETER J LUZENSKI	2802 DORCHESTER RD	BIRMINGHAM	MI	48009	08-20-30-477-011	BIRMINGHAM, MI 48009
2030477012	JOSEPH R LYONS	2822 DORCHESTER RD	BIRMINGHAM	MI	48009	08-20-30-477-012	BIRMINGHAM, MI 48009
2030477013	DONALD G FINKBEINER	2846 DORCHESTER RD	BIRMINGHAM	MI	48009	08-20-30-477-013	BIRMINGHAM, MI 48009
2030477014	SHEREE L KESLER	2868 DORCHESTER RD	BIRMINGHAM	MI	48009	08-20-30-477-014	BIRMINGHAM, MI 48009
2030477015	MOTEN REAL ESTATE HOLDINGS LLC	20308 BOARDWALK BLVD	SOUTHFIELD	MI	48075	08-20-30-477-015	SOUTHFIELD, MI 48075
2030476018	ANNE KOZAK	2615 DORCHESTER RD	BIRMINGHAM	MI	48009	08-20-30-476-018	BIRMINGHAM, MI 48009
2030476019	PAUL MARTIN	2635 DORCHESTER RD	BIRMINGHAM	MI	48009	08-20-30-476-019	BIRMINGHAM, MI 48009
2030476020	BABI CONSTRUCTION INC	PO BOX 974	BIRMINGHAM	MI	48012	08-20-30-476-020	BIRMINGHAM, MI 48012
2030476021	BABI CONSTRUCTION INC	PO BOX 974	BIRMINGHAM	MI	48012	08-20-30-476-021	BIRMINGHAM, MI 48012
2030476022	RYAN ANDERSON	2681 DORCHESTER RD	BIRMINGHAM	MI	48009	08-20-30-476-022	BIRMINGHAM, MI 48009
2030476023	ALBERTO TREVINO	2711 DORCHESTER RD	BIRMINGHAM	MI	48009	08-20-30-476-023	BIRMINGHAM, MI 48009
2030476024	CHATURA PRABHAKAR	2735 DORCHESTER RD	BIRMINGHAM	MI	48009	08-20-30-476-024	BIRMINGHAM, MI 48009
2030476025	DORIS ASHOUH	2757 DORCHESTER RD	BIRMINGHAM	MI	48009	08-20-30-476-025	BIRMINGHAM, MI 48009
2030476026	THOMAS M CAPPUSO	14970 TECHNOLOGY DR	SHELBY TOWNSHIP	MI	48315	08-20-30-476-026	SHELBY TOWNSHIP, MI 48315
2030476027	IGOR MOISEEV	2789 DORCHESTER RD	BIRMINGHAM	MI	48009	08-20-30-476-027	BIRMINGHAM, MI 48009

2030476028	CHRISTOPHER M NOEL	2797 DORCHESTER RD	BIRMINGHAM	MI	48009	08-20-30-476-028	BIRMINGHAM, MI 48009
2030476029	MICHAEL J GOFF	2807 DORCHESTER RD	BIRMINGHAM	MI	48009	08-20-30-476-029	BIRMINGHAM, MI 48009
2030476030	ALISA REGER	2829 DORCHESTER RD	BIRMINGHAM	MI	48009	08-20-30-476-030	BIRMINGHAM, MI 48009
2030476031	THOMAS CAPPUSO	2761 DORCHESTER RD	BIRMINGHAM	MI	48009	08-20-30-476-031	BIRMINGHAM, MI 48009
2030476032	MARIA JOSE MUNOZ-ARROQUI	2851 DORCHESTER RD	BIRMINGHAM	MI	48009	08-20-30-476-032	BIRMINGHAM, MI 48009
2030476033	WAYNE E AVIS	2887 DORCHESTER RD	BIRMINGHAM	MI	48009	08-20-30-476-033	BIRMINGHAM, MI 48009
2030476034	LISA ELIZABETH JABBORI	2895 DORCHESTER RD	BIRMINGHAM	MI	48009	08-20-30-476-034	BIRMINGHAM, MI 48009
2030406002	GREGORY K CRANDELL	2316 WINDEMERE RD	BIRMINGHAM	MI	48009	08-20-30-406-002	BIRMINGHAM, MI 48009
2030406018	JAMES E BICEGO	2305 BUCKINGHAM AVE	BIRMINGHAM	MI	48009	08-20-30-406-018	BIRMINGHAM, MI 48009
2030452001	BABI CONSTRUCTION INC	PO BOX 974	BIRMINGHAM	MI	48012	08-20-30-452-001	BIRMINGHAM, MI 48012
2030452017	GREGG W DOTY FAMILY TRUST	2317 DORCHESTER RD	BIRMINGHAM	MI	48009	08-20-30-452-017	BIRMINGHAM, MI 48009
2030451013	COLLEEN ANNE LAMB	2282 BUCKINGHAM AVE	BIRMINGHAM	MI	48009	08-20-30-451-013	BIRMINGHAM, MI 48009
2030451028	BRYAN GRIDER	2291 DORCHESTER RD	BIRMINGHAM	MI	48009	08-20-30-451-028	BIRMINGHAM, MI 48009
2030406001	CITY OF BIRMINGHAM	PO BOX 3001	BIRMINGHAM	MI	48012	08-20-30-406-001	BIRMINGHAM, MI 48012
1936301007	ALFONSO PINEDA	1365 SOUTHFIELD RD	BIRMINGHAM	MI	48009	08-19-36-301-007	BIRMINGHAM, MI 48009
1936301014	MICHAEL PUTZ	1360 SHIPMAN BLVD	BIRMINGHAM	MI	48009	08-19-36-301-014	BIRMINGHAM, MI 48009
1936305001	JOHN GIOVANNI POLICICCHIO	1407 SOUTHFIELD RD	BIRMINGHAM	MI	48009	08-19-36-305-001	BIRMINGHAM, MI 48009
1936305005	FULL MOON 2017 LLC	1840 LYSTER CT	TROY	MI	48085	08-19-36-305-005	TROY, MI 48085
2031102013	CLINTON H BOND	PO BOX 2594	BIRMINGHAM	MI	48012	08-20-31-102-013	BIRMINGHAM, MI 48012
2031102039	LLL INVESTMENTS LLC	50744 ALDEN DR	MACOMB	MI	48044	08-20-31-102-039	MACOMB, MI 48044
2031127001	1610 YOSEMITE LLC	4476 W MAPLE RD	BLOOMFIELD HILLS	MI	48301	08-20-31-127-001	BLOOMFIELD HILLS, MI 48301
2031127012	MARCO CERVI	4323 ARTHUR DR UNIT 2	DELTA	BC, CANADA	V4K 2X1	08-20-31-127-012	DELTA, BC, CANADA V4K 2X1
2030455001	TAREK HASSOUN	2020 YORKSHIRE RD	BIRMINGHAM	MI	48009	08-20-30-455-001	BIRMINGHAM, MI 48009
2030455002	SB CAPITAL ENTERPRISE	1388 OTTER DR	ROCHESTER HILLS	MI	48306	08-20-30-455-002	ROCHESTER HILLS, MI 48306
2030455003	ERIC Y HSU	2064 YORKSHIRE RD	BIRMINGHAM	MI	48009	08-20-30-455-003	BIRMINGHAM, MI 48009
2030455004	CHRISTOPHER J KOLON	2092 YORKSHIRE RD	BIRMINGHAM	MI	48009	08-20-30-455-004	BIRMINGHAM, MI 48009
2030455005	JOAN TANIS	2112 YORKSHIRE RD	BIRMINGHAM	MI	48009	08-20-30-455-005	BIRMINGHAM, MI 48009
2030455006	ANTHONY VITALE	2168 YORKSHIRE RD	BIRMINGHAM	MI	48009	08-20-30-455-006	BIRMINGHAM, MI 48009
2030455007	ANTHONY VITALE	2168 YORKSHIRE RD	BIRMINGHAM	MI	48009	08-20-30-455-007	BIRMINGHAM, MI 48009
2030455008	ANGELA A GUENTHER	2192 YORKSHIRE RD	BIRMINGHAM	MI	48009	08-20-30-455-008	BIRMINGHAM, MI 48009
2030455009	SANDRA L BATTIER	2220 YORKSHIRE RD	BIRMINGHAM	MI	48009	08-20-30-455-009	BIRMINGHAM, MI 48009
2030455010	JOHN MARSH	1983 E LINCOLN ST	BIRMINGHAM	MI	48009	08-20-30-455-010	BIRMINGHAM, MI 48009
2030455011	REX HEWARD	2280 YORKSHIRE RD	BIRMINGHAM	MI	48009	08-20-30-455-011	BIRMINGHAM, MI 48009
2030456001	LABIB GILLES DEBIANE	2324 YORKSHIRE RD	BIRMINGHAM	MI	48009	08-20-30-456-001	BIRMINGHAM, MI 48009
2030456002	MICHAEL MINIACI	2350 YORKSHIRE RD	BIRMINGHAM	MI	48009	08-20-30-456-002	BIRMINGHAM, MI 48009
2030456003	ANDRE KING	1291 TAUNTON RD	BIRMINGHAM	MI	48009	08-20-30-456-003	BIRMINGHAM, MI 48009
2030456004	ROBERT BECK II	2420 YORKSHIRE RD	BIRMINGHAM	MI	48009	08-20-30-456-004	BIRMINGHAM, MI 48009
2030456005	BARBARA E ROHRBECK	2440 YORKSHIRE RD	BIRMINGHAM	MI	48009	08-20-30-456-005	BIRMINGHAM, MI 48009
2030456006	CHRISTOPHER J CUETER	2474 YORKSHIRE RD	BIRMINGHAM	MI	48009	08-20-30-456-006	BIRMINGHAM, MI 48009
2030456007	JOHN J LEAVY III	2488 YORKSHIRE RD	BIRMINGHAM	MI	48009	08-20-30-456-007	BIRMINGHAM, MI 48009
2030456008	BRIAN TOCCO	3011 N BLAIR AVE	ROYAL OAK	MI	48073	08-20-30-456-008	ROYAL OAK, MI 48073
2030456009	JAMES R WRIGHT	PO BOX 397	BIRMINGHAM	MI	48012	08-20-30-456-009	BIRMINGHAM , MI 48012
2030456010	DANA C FRIEND	2576 YORKSHIRE RD	BIRMINGHAM	MI	48009	08-20-30-456-010	BIRMINGHAM, MI 48009
2030456011	LISA MARIE GLIME REVOCABLE TRUST	2588 YORKSHIRE RD	BIRMINGHAM	MI	48009	08-20-30-456-011	BIRMINGHAM, MI 48009
2030478001	SOHEIL SAMII	2614 YORKSHIRE RD	BIRMINGHAM	MI	48009	08-20-30-478-001	BIRMINGHAM, MI 48009
2030478002	STEVEN E JACKSON JR	2650 YORKSHIRE RD	BIRMINGHAM	MI	48009	08-20-30-478-002	BIRMINGHAM, MI 48009
2030478003	MAPLE YORKSHIRE LLC	5598 FRANKLIN RD	BLOOMFIELD HILLS	MI	48301	08-20-30-478-003	BLOOMFIELD HILLS, MI 48301

2030478072	LINDA TANG	2730 YORKSHIRE RD	BIRMINGHAM	MI	48009	08-20-30-478-072	BIRMINGHAM, MI 48009
2030478073	NANAD STOYANOVICH	2744 YORKSHIRE RD	BIRMINGHAM	MI	48009	08-20-30-478-073	BIRMINGHAM, MI 48009
2030478006	STEVEN E JACKSON	270 LOWELL CT	BLOOMFIELD HILLS	MI	48304	08-20-30-478-006	BLOOMFIELD HILLS, MI 48304
2030478037	ROBERT R TAMSEN	2794 YORKSHIRE RD	BIRMINGHAM	MI	48009	08-20-30-478-037	BIRMINGHAM, MI 48009
2030478038	NEFISE BARDHA	2810 YORKSHIRE RD	BIRMINGHAM	MI	48009	08-20-30-478-038	BIRMINGHAM, MI 48009
2030478039	ALISON LEWIS SETTLE	2850 YORKSHIRE RD	BIRMINGHAM	MI	48009	08-20-30-478-039	BIRMINGHAM, MI 48009
2030478008	YORKSHIRE ROAD TRUST	2226 DERBY RD	BIRMINGHAM	MI	48009	08-20-30-478-008	BIRMINGHAM, MI 48009
2030478009	AMY ELIZABETH BRENT	2898 YORKSHIRE RD	BIRMINGHAM	MI	48009	08-20-30-478-009	BIRMINGHAM, MI 48009
2030453012	MICHELLE BROWN PATEL	2029 YORKSHIRE RD	BIRMINGHAM	MI	48009	08-20-30-453-012	BIRMINGHAM, MI 48009
2030453013	KRISHNA PUTCHAKAYALA	2043 YORKSHIRE RD	BIRMINGHAM	MI	48009	08-20-30-453-013	BIRMINGHAM, MI 48009
2030453014	JEFFREY KLEIN	2057 YORKSHIRE RD	BIRMINGHAM	MI	48009	08-20-30-453-014	BIRMINGHAM, MI 48009
2030453015	JEFFREY VANGORDER	2095 YORKSHIRE RD	BIRMINGHAM	MI	48009	08-20-30-453-015	BIRMINGHAM, MI 48009
2030453016	JOSEPH R STACKHOUSE REVOC TRUST	2113 YORKSHIRE RD	BIRMINGHAM	MI	48009	08-20-30-453-016	BIRMINGHAM, MI 48009
2030453017	MATTHEW HERBSTER	2139 YORKSHIRE RD	BIRMINGHAM	MI	48009	08-20-30-453-017	BIRMINGHAM, MI 48009
2030453018	STEVEN PIETRANGELO	2165 YORKSHIRE RD	BIRMINGHAM	MI	48009	08-20-30-453-018	BIRMINGHAM, MI 48009
2030453019	HAROLD MELOCHE	2187 YORKSHIRE RD	BIRMINGHAM	MI	48009	08-20-30-453-019	BIRMINGHAM, MI 48009
2030453020	CATERINA DEFALCO	2219 YORKSHIRE RD	BIRMINGHAM	MI	48009	08-20-30-453-020	BIRMINGHAM, MI 48009
2030453021	COLIN A WEARRING	2251 YORKSHIRE RD	BIRMINGHAM	MI	48009	08-20-30-453-021	BIRMINGHAM, MI 48009
2030453022	R W NEILSON	2279 YORKSHIRE RD	BIRMINGHAM	MI	48009	08-20-30-453-022	BIRMINGHAM, MI 48009
2030454012	NATHAN S WELCH	2323 YORKSHIRE RD	BIRMINGHAM	MI	48009	08-20-30-454-012	BIRMINGHAM, MI 48009
2030454013	LEE FAMILY REVOCABLE	2351 YORKSHIRE RD	BIRMINGHAM	MI	48009	08-20-30-454-013	BIRMINGHAM, MI 48009
2030454014	ERIC J VAN DAM	2379 YORKSHIRE RD	BIRMINGHAM	MI	48009	08-20-30-454-014	BIRMINGHAM, MI 48009
2030454015	WALTER T SCHRIFT	2419 YORKSHIRE RD	BIRMINGHAM	MI	48009	08-20-30-454-015	BIRMINGHAM, MI 48009
2030454016	GREGORY BLOOM	2441 YORKSHIRE RD	BIRMINGHAM	MI	48009	08-20-30-454-016	BIRMINGHAM, MI 48009
2030454017	ROBERT W MCINTOSH	2467 YORKSHIRE RD	BIRMINGHAM	MI	48009	08-20-30-454-017	BIRMINGHAM, MI 48009
2030454018	MARTIN G GEORGE	2489 YORKSHIRE RD	BIRMINGHAM	MI	48009	08-20-30-454-018	BIRMINGHAM, MI 48009
2030454019	KENNETH S BARK	2521 YORKSHIRE RD	BIRMINGHAM	MI	48009	08-20-30-454-019	BIRMINGHAM, MI 48009
2030454020	MICHAEL C GREEN	2535 YORKSHIRE RD	BIRMINGHAM	MI	48009	08-20-30-454-020	BIRMINGHAM, MI 48009
2030454021	ARUN LAXMANAN	2565 YORKSHIRE RD	BIRMINGHAM	MI	48009	08-20-30-454-021	BIRMINGHAM, MI 48009
2030454022	MOLLY F KROICKI	2597 YORKSHIRE RD	BIRMINGHAM	MI	48009	08-20-30-454-022	BIRMINGHAM, MI 48009
2030477017	KAPARE PROPERTIES LLC	2432 INGLEHILL PT	BLOOMFIELD HILLS	MI	48304	08-20-30-477-017	BLOOMFIELD HILLS, MI 48304
2030477018	ELIAS J NAKHLEH	2649 YORKSHIRE RD	BIRMINGHAM	MI	48009	08-20-30-477-018	BIRMINGHAM, MI 48009
2030477019	BLAKE A GROSKIND	2695 YORKSHIRE RD	BIRMINGHAM	MI	48009	08-20-30-477-019	BIRMINGHAM, MI 48009
2030477020	JEANNETTE C COGSDILL	2717 YORKSHIRE RD	BIRMINGHAM	MI	48009	08-20-30-477-020	BIRMINGHAM, MI 48009
2030477021	CHAN HUY NGUYEN	2739 YORKSHIRE RD	BIRMINGHAM	MI	48009	08-20-30-477-021	BIRMINGHAM, MI 48009
2030477022	BORCE JOSIFOVSKI	2765 YORKSHIRE RD	BIRMINGHAM	MI	48009	08-20-30-477-022	BIRMINGHAM, MI 48009
2030477023	HOWARD MARGOLIS	2795 YORKSHIRE RD	BIRMINGHAM	MI	48009	08-20-30-477-023	BIRMINGHAM, MI 48009
2030477024	MARY BETH HURSLEY	2811 YORKSHIRE RD	BIRMINGHAM	MI	48009	08-20-30-477-024	BIRMINGHAM, MI 48009
2030477025	2833 YORKSHIRE LLC	3896 BOULDER DR	TROY	MI	48084	08-20-30-477-025	TROY, MI 48084
2030477026	JOSE IGNACIO BONEL CERDAN	2863 YORKSHIRE RD	BIRMINGHAM	MI	48009	08-20-30-477-026	BIRMINGHAM, MI 48009
2030477027	FRANKLIN QUARTON LLC	5598 FRANKLIN RD	BLOOMFIELD HILLS	MI	48301	08-20-30-477-027	BLOOMFIELD HILLS, MI 48301
2031102001	BRIAN J FARRAR	1122 YOSEMITE BLVD	BIRMINGHAM	MI	48009	08-20-31-102-001	BIRMINGHAM, MI 48009
2031102002	ALEXANDER G WRIGHT	1166 YOSEMITE BLVD	BIRMINGHAM	MI	48009	08-20-31-102-002	BIRMINGHAM, MI 48009
2031102003	DOROTHY B ASHETON	1224 YOSEMITE BLVD	BIRMINGHAM	MI	48009	08-20-31-102-003	BIRMINGHAM, MI 48009
2031102004	DANIEL D FURLANI	1248 YOSEMITE BLVD	BIRMINGHAM	MI	48009	08-20-31-102-004	BIRMINGHAM, MI 48009
2031102005	GEORGE BENKO	1260 YOSEMITE BLVD	BIRMINGHAM	MI	48009	08-20-31-102-005	BIRMINGHAM, MI 48009
2031102006	BARBARA B MURPHY	1348 YOSEMITE BLVD	BIRMINGHAM	MI	48009	08-20-31-102-006	BIRMINGHAM, MI 48009

2031102007	GEORGE F LEYDORF JR	1366 YOSEMITE BLVD	BIRMINGHAM	MI	48009	08-20-31-102-007	BIRMINGHAM, MI 48009
2031102008	ERIC C WOHLFIEL	PO BOX 788	BIRMINGHAM	MI	48009	08-20-31-102-008	BIRMINGHAM, MI 48009
2031102009	JAMES CUBERA	1446 YOSEMITE BLVD	BIRMINGHAM	MI	48009	08-20-31-102-009	BIRMINGHAM, MI 48009
2031102010	SCOTT FLECK	1498 YOSEMITE BLVD	BIRMINGHAM	MI	48009	08-20-31-102-010	BIRMINGHAM, MI 48009
2031102011	FREDERICK DOWNEY REVOC TRUST	1524 YOSEMITE BLVD	BIRMINGHAM	MI	48009	08-20-31-102-011	BIRMINGHAM, MI 48009
2031102012	SCOTT CLEIN	1556 YOSEMITE BLVD	BIRMINGHAM	MI	48009	08-20-31-102-012	BIRMINGHAM, MI 48009
2031127002	F JOHN WAGNER REVOC LVNG TRUST	1660 YOSEMITE BLVD	BIRMINGHAM	MI	48009	08-20-31-127-002	BIRMINGHAM, MI 48009
2031127023	F JOHN WAGNER TRUST	1660 YOSEMITE BLVD	BIRMINGHAM	MI	48009	08-20-31-127-023	BIRMINGHAM, MI 48009
2031127024	JONATHON M HOPKINS	1678 YOSEMITE BLVD	BIRMINGHAM	MI	48009	08-20-31-127-024	BIRMINGHAM, MI 48009
2031127007	ROSANNE BARTUSH RULE	1714 YOSEMITE BLVD	BIRMINGHAM	MI	48009	08-20-31-127-007	BIRMINGHAM, MI 48009
2031127026	ROSANNE BARTUSH RULE	1714 YOSEMITE BLVD	BIRMINGHAM	MI	48009	08-20-31-127-026	BIRMINGHAM, MI 48009
2031127027	SUSAN K FISH	1756 YOSEMITE BLVD	BIRMINGHAM	MI	48009	08-20-31-127-027	BIRMINGHAM, MI 48009
2031127010	ANDREW & KIMBERLY MARTIN	1774 YOSEMITE BLVD	BIRMINGHAM	MI	48009	08-20-31-127-010	BIRMINGHAM, MI 48009
2031127011	WILLIAM J STIEFEL IV	1792 YOSEMITE BLVD	BIRMINGHAM	MI	48009	08-20-31-127-011	BIRMINGHAM, MI 48009
2031101023	LOUIS W MONTGOMERY TRUST	1111 YOSEMITE BLVD	BIRMINGHAM	MI	48009	08-20-31-101-023	BIRMINGHAM, MI 48009
2031101024	JOHN H GARDNER	1171 YOSEMITE BLVD	BIRMINGHAM	MI	48009	08-20-31-101-024	BIRMINGHAM, MI 48009
2031101025	FRANK J MATSON	1231 YOSEMITE BLVD	BIRMINGHAM	MI	48009	08-20-31-101-025	BIRMINGHAM, MI 48009
2031101026	CHRISTOPHER J LONGE	1253 YOSEMITE BLVD	BIRMINGHAM	MI	48009	08-20-31-101-026	BIRMINGHAM, MI 48009
2031101027	TONS FAMILY PROTECTION TRUST	1291 YOSEMITE BLVD	BIRMINGHAM	MI	48009	08-20-31-101-027	BIRMINGHAM, MI 48009
2031101028	SCOTT E LEPAGE	1333 YOSEMITE BLVD	BIRMINGHAM	MI	48009	08-20-31-101-028	BIRMINGHAM, MI 48009
2031101029	AUDRIANNA PERRY	1387 YOSEMITE BLVD	BIRMINGHAM	MI	48009	08-20-31-101-029	BIRMINGHAM, MI 48009
2031101030	PAUL N LEHTO	1419 YOSEMITE BLVD	BIRMINGHAM	MI	48009	08-20-31-101-030	BIRMINGHAM, MI 48009
2031101031	JEANNE STEVENSON	1447 YOSEMITE BLVD	BIRMINGHAM	MI	48009	08-20-31-101-031	BIRMINGHAM, MI 48009
2031101032	KEVIN J BODIE	1493 YOSEMITE BLVD	BIRMINGHAM	MI	48009	08-20-31-101-032	BIRMINGHAM, MI 48009
2031101033	JULIE R BOOTH	1525 YOSEMITE BLVD	BIRMINGHAM	MI	48009	08-20-31-101-033	BIRMINGHAM, MI 48009
2031101034	SHARON E STEELMAN TRUST	1551 YOSEMITE BLVD	BIRMINGHAM	MI	48009	08-20-31-101-034	BIRMINGHAM, MI 48009
2031101035	WILLIAM SEMAAN	1595 YOSEMITE BLVD	BIRMINGHAM	MI	48009	08-20-31-101-035	BIRMINGHAM, MI 48009
2031101036	CHARLES KNOLL	1609 YOSEMITE BLVD	BIRMINGHAM	MI	48009	08-20-31-101-036	BIRMINGHAM, MI 48009
2031101037	PAUL HURSLEY REVOC TRUST	1635 YOSEMITE BLVD	BIRMINGHAM	MI	48009	08-20-31-101-037	BIRMINGHAM, MI 48009
2031101038	LAWRENCE T RYAN	1127 DERBY RD APT 5	BIRMINGHAM	MI	48009	08-20-31-101-038	BIRMINGHAM, MI 48009
2031101039	JOHN WAGNER	1660 YOSEMITE BLVD	BIRMINGHAM	MI	48009	08-20-31-101-039	BIRMINGHAM, MI 48009
2031101040	TEOFILO M FULLER	1691 YOSEMITE BLVD	BIRMINGHAM	MI	48009	08-20-31-101-040	BIRMINGHAM, MI 48009
2031101041	CAROLE H WHITE	1721 YOSEMITE BLVD	BIRMINGHAM	MI	48009	08-20-31-101-041	BIRMINGHAM, MI 48009
2031101042	ALICIDAL DECLAIRE	3254 BAY SHORE	ORCHARD LAKE	MI	48324	08-20-31-101-042	ORCHARD LAKE, MI 48324
2031101043	EMILY HARRINGTON	1765 YOSEMITE BLVD	BIRMINGHAM	MI	48009	08-20-31-101-043	BIRMINGHAM, MI 48009
2031101044	MARGARET A A SUTER TRUST	1795 YOSEMITE BLVD	BIRMINGHAM	MI	48009	08-20-31-101-044	BIRMINGHAM, MI 48009
	City Birmingham Clerks Office	151 Martin Street	Birmingham	MI	48009		



Tuesday, December 17, 2024

City Birmingham Clerks Office
151 Martin Street
Birmingham , MI 48009

RE: 2025 Cape-Seal Program
Cape-Seal Maintenance Treatment Special Assessment District

The City regularly reviews the City's unimproved roadways and coordinates routine cape seal treatment. Your street has been identified to be included in the 2025 Cape-Seal Program. Attached is a location map of the project areas. Construction on this project is anticipated to start in Spring 2025.

With this letter, you are receiving a notification for two public hearings regarding this project:

- The Public Hearing of Necessity to form a Special Assessment District for cape-seal maintenance treatment on unimproved road surfaces within the project area meeting the requirements as part of the 2025 Cape-Seal Program is **Monday, January 13, 2025**, at the regularly scheduled City Commission meeting at 7:30 p.m. in City Hall at 151 Martin St.
- If necessity is determined at the January 13th hearing, a Public Hearing of Confirmation to confirm the Special Assessment District will follow on **Monday, January 27, 2025**, at the regularly scheduled City Commission meeting at 7:30 p.m. in City Hall at 151 Martin St.

Work items typically included in these projects include the following:

- Pulverizing existing road surface and re-grading as necessary, and/or spot patching deteriorated areas.
- Applying the cape-seal treatment over the entire road surface that is a double layer of chip seal and a slurry coat.
- Reconstructing sidewalk ramps in the project area to meet ADA requirements, where needed.

Consistent with previous projects of this nature, it has been the City's policy to assess the following:

- 85% of the front-foot costs for improvement are assessed on all properties fronting on the improvement.
- 25% of the side-foot costs for improvement are assessed on all residential properties siding on the improvement.
- 85% of the side-foot costs for improvement are assessed on improved business properties siding on the improvement.
- 25% of the side-foot costs for improvement are assessed on vacant business properties siding on the improvement.

The City pays for the balance of the costs, 15% and 75% front footage and side footage respectively.

The cost per property will be assessed based on an average cost associated with the proposed work on each street in the cape-seal program, multiplied by the linear foot measurement of the property line fronting the street, and/or the side property line for corner lots, and then reduced by multiplying again by 85% for the front footage measurement, and/or 25% or 85% for the side footage measurement.

Upon completion of the project, the City will bill each property for the full amount of the assessment. Payment will be due within 30 days of receipt. If you are not in a position to pay off the charge in one payment, it can be broken into as many as 5 annual payments. An annual interest charge on the remaining balance, interest rate to be determined will apply. The City plans to provide an estimate of costs associated with this SAD at the Hearing of Necessity to be held on January 13, 2025.

Resident Meeting:

Please join the Engineering Department to discuss the upcoming project at a resident meeting on **Tuesday, January 7, 2025, from 5:30 – 7:00p.m.** at City Hall, 151 Martin Street, in the City Commission Room. This meeting will include a presentation of the scope of work that will be performed, assessment cost, and answer any questions.

If you have any questions or concerns, please contact the Engineering Office at (248) 530-1850. You have the opportunity to speak directly to the City Commission at the Public Hearing of Necessity that will be held on January 13, 2025.

Sincerely,



Melissa A. Coatta, P.E.
City Engineer

Funds Report	Available:	\$5,290.98	PBP Account Number:	35884980
	Used:	\$68,495.02	Indicia Number:	0008029208
	Total Pieces:	91997	Meter Number:	8029208
	Control Sum:	\$73,786.00	Meter Name:	
	Resettable Piece Count:	177	Printed:	DEC 18 2024 2:23 PM
	Piece Count Value:	\$122.13		

Clerk's Office



BIRMINGHAM

A WALKABLE CITY

151 Martin Street • P.O. Box 3001
Birmingham, Michigan 48012-3001

METROPLEX MI 480

18 DEC 2024 PM 10 L

FIRST CLASS



US POSTAGE by PITNEY BOWES



ZIP 48009 \$ 000.69⁰
02 7W
0008029208 DEC 18 2024

CLERK'S OFFICE

RECEIVED

DEC 20 2024
4:44 PM

Tuesday, December 17, 2024

City Birmingham Clerks Office
151 Martin Street
Birmingham, MI 48009

ATTN: Mya B.

48009-336651



2025 Cape Seal Program

Hearing of Necessity for Cape Seal Special
Assessment District (SAD)

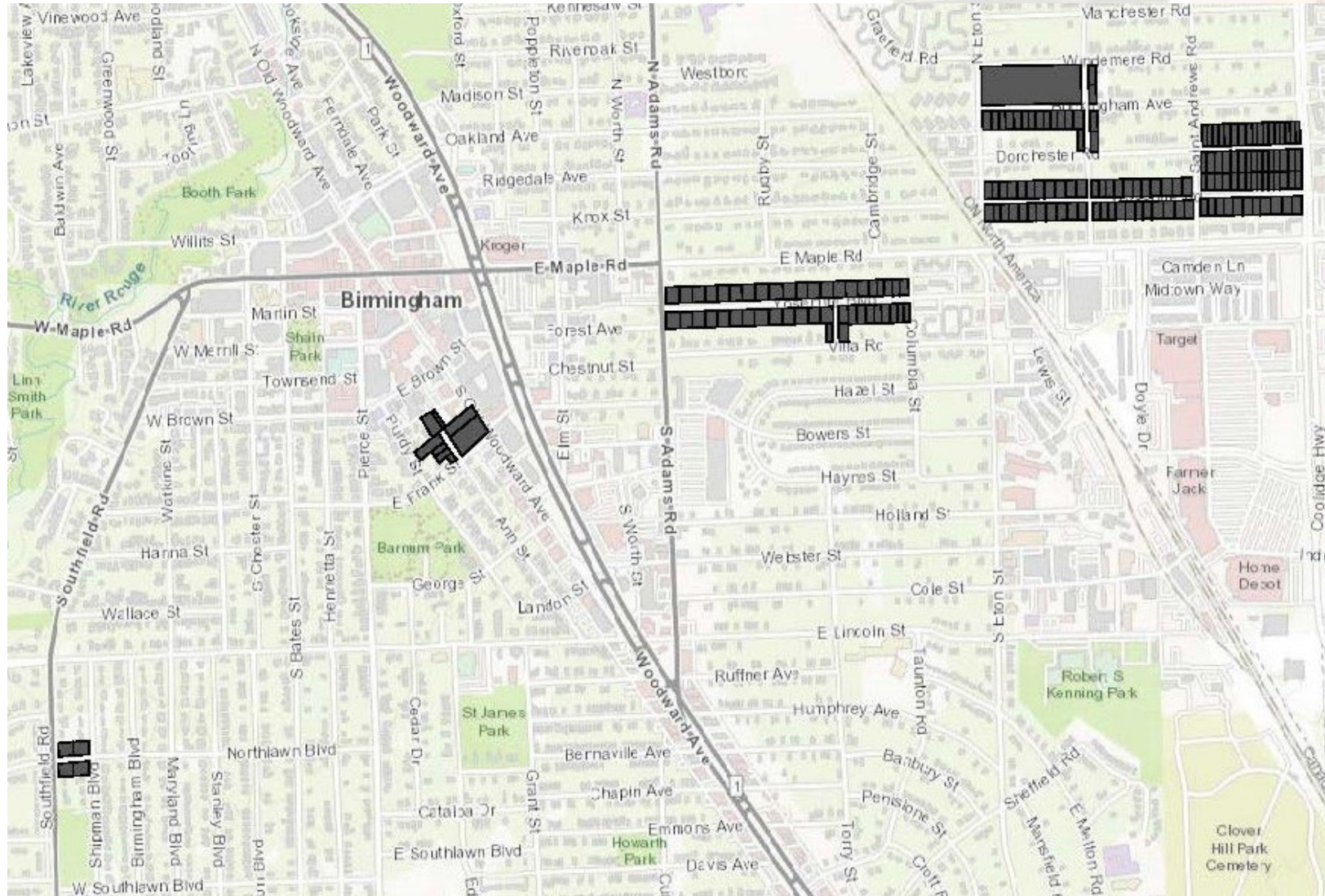


2025 Cape Seal Program

➤ Overview

- Cape seal existing unimproved streets located mostly in the northeast corner of the City:
 - Yorkshire Road - N. Eton to Coolidge Highway
 - Dorchester Road - St. Andrews to Coolidge Highway
 - Buckingham Avenue - N. Eton to Edenborough
 - Edenborough Road - Dorchester to Windermere
 - Yosemite Boulevard - Adams to Columbia
 - Yankee Avenue - Villa to Yosemite
 - Ann Street - Frank to the dead end
 - Northlawn - Southfield to Shipman
- Creating a Special Assessment District (SAD) for Cape Seal will defray the costs incurred by the City for construction of these improvements.

Cape Seal Special Assessment District



Cape Seal Special Assessment District

➤ History

Previous Cape Seal Treatment:

Street Name	Limits	Previous Year Cape Sealed
Northlawn	Southfield to Shipman	2010
Ann	Frank to Dead End	2010
Yosemite	Adams to Columbia	2014
Yankee	Villa to Yosemite	2008
Yorkshire	N. Eton to Coolidge	2013
Dorchester	Saint Andrews to Coolidge	2013
Buckingham	N Eton to Edenborough	2010
Edenborough	Dorchester to Windemere	2013

Cape Seal Special Assessment

➤ City Policy

- Maintenance on Unimproved Roads
 - First Special Assessment District for “dustproofing” started in 1948
 - 85% of short-foot costs for all property fronting the improvement;
 - 25% of long-foot costs for all residential property siding the improvement;
 - 85% of long-foot costs for all improved business property siding the improvement and;
 - 25% of long-foot costs for all unimproved business property siding the improvement.

2025 Cape Seal Program Special Assessment District

➤ Project Costs

- Overall Estimated Project Costs: \$504,564.95
- Total Footage Along Project: 14,739.84 feet
- Assessable Footage Along Project: 10,463.60 feet

2025 Cape Seal Program Special Assessment District

➤ Project Costs – Two Types of Construction

- Method One: Spot patch, double chip and slurry.
 - Cost: \$110,572.67
 - Length: 5,436.36 feet
 - Cost per foot: \$23.47
 - Edenborough: Windemere to Dorchester
 - Buckingham: North Eton to Edenborough
 - Yosemite: South Adams to Yankee
- Method Two: Pulverize, double chip and slurry.
 - Cost: \$393,992.28
 - Length: 9,303.48 feet
 - Cost per foot: \$42.35
 - Ann: East Frank to North Dead End
 - Dorchester: St. Andrews to Coolidge
 - Northlawn: Shipman to Southfield
 - Yankee: Yosemite to Villa
 - Yorkshire: North Eton to Coolidge
 - Yosemite: Yankee to Columbia

2025 Cape Seal Program Special Assessment District

Ann Street:
East Frank Street to Dead End



Buckingham Avenue:
North Eton Street to Edenborough Road



Properties included in
proposed Cape Seal
Treatment Special
Assessment District

2025 Cape Seal Program Special Assessment District

Dorchester Road:
St. Andrews Road to Coolidge Highway



Edenborough Road:

Windemere Road to Dorchester Road



Properties included in
proposed Cape Seal
Treatment Special
8A Assessment District

2025 Cape Seal Program Special Assessment District

Northlawn Boulevard:
Shipman Boulevard to Southfield Road



Yankee Avenue:
Yosemite Boulevard to Villa Road

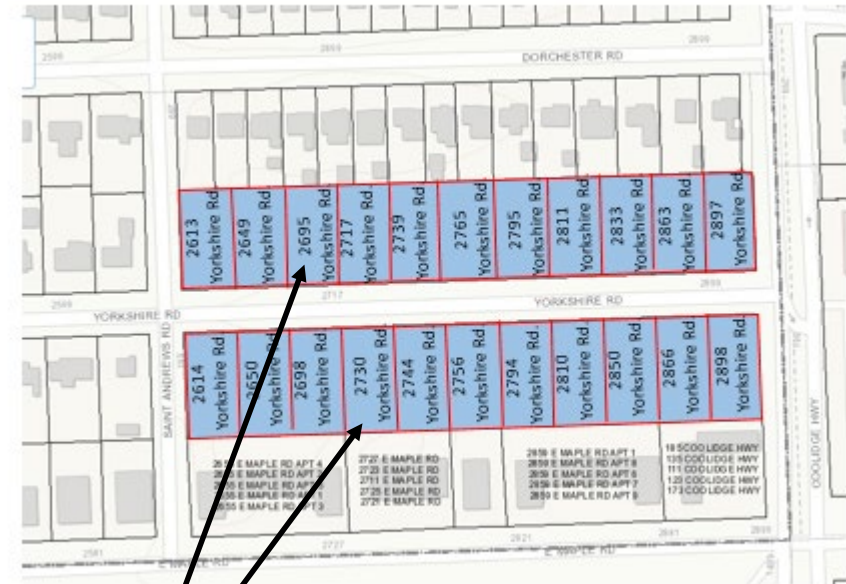


Properties included in
proposed Cape Seal
Treatment Special
Assessment District

8A

2025 Cape Seal Program Special Assessment District

Yorkshire Road: North Eton Street to Coolidge Highway



Properties included in
proposed Cape Seal
Treatment Special
Assessment District

2025 Cape Seal Program Special Assessment District

Yosemite Boulevard: South Adams Road to Columbia Street



Properties included in
proposed Cape Seal
Treatment Special
Assessment District

2025 Cape Seal Program



Existing Conditions – Ann Street

2025 Cape Seal Program



Existing Conditions – Buckingham Ave
8A

2025 Cape Seal Program



Existing Conditions – Dorchester Rd

2025 Cape Seal Program



Existing Conditions – Edenborough Rd

8A

2025 Cape Seal Program



Existing Conditions – Northlawn Blvd

2025 Cape Seal Program



Existing Conditions – Yankee Ave

2025 Cape Seal Program



Existing Conditions – Yorkshire Rd

2025 Cape Seal Program



Existing Conditions – Yosemite Blvd

2025 Cape Seal Program Special Assessment District

➤ Summary

- The Engineering Department recommends the City Commission declare necessity and approve the SAD for the 2025 Cape Seal Program
- Should the Commission approve the SAD, a public hearing for Confirmation of the Roll will be held on January 27, 2025



MEMORANDUM

Engineering Department

DATE: December 30, 2024

TO: Jana L. Ecker, City Manager

FROM: Melissa A. Coatta, City Engineer

SUBJECT: Maple Road and Eton Street Intersection
Road Safety Audit

INTRODUCTION:

The City received a Road Safety Audit Grant (RSA) for the intersection of Maple Road and Eton Street, and the final report was delivered to the City at the end of November 2024.

BACKGROUND:

The City received a grant for an RSA for the intersection of Maple Road and Eton which was approved by the City Commission at the [June 24, 2024, City Commission Meeting](#). An RSA is a study by an independent multi-disciplinary team that conducts a formal safety performance examination of the intersection. It is an eight (8) step process that produces a final report that provides suggestions for improvements for drivers, pedestrians, bicyclists, etc. traveling through the intersection.

The RSA team was in town the week of August 26, 2024, to conduct the start-up meeting with the City, perform field reviews of the intersection at different times throughout the day, conduct analysis and prepare findings, and at the end of the week present the findings to the City in a meeting. After that was completed, the RSA team prepared a draft report for the City to review, and the final RSA report was delivered to the City at the end of November 2024.

The RSA framework includes the expected frequency and severity of crashes caused by each safety issue that was identified. These two elements were then used to create the crash concern assessment ranking with "F" being the highest concern and priority to "A" being a low concern and priority. Each safety issue identified in the road safety audit was provided a grade and possible mitigation measures.

The RSA found the following safety concerns at this intersection:

Vulnerable Road Users

- No dedicated bicycle facility connection through the intersection and under the viaduct for Eton Street bike route

- Obstacles within bicycle facilities
- Obstacles for pedestrians throughout the intersection
- Motorist turning behaviors
- ADA compliance issues

Inclement Weather Rear-end Crashes

- Significant eastbound rear-end crashes on Maple Road during winter or wet road conditions

Traffic Signals

- Motorists disobeying prohibited traffic movements
- Diagonal span signal layout design at S Eton Street

Faded Pavement Markings

- Faded stop bars, crosswalk markings, and lane markings

Southbound Through into Whole Foods

- Motorists disobeying the prohibited through movement from southbound N Eton Street

Insufficient Advanced Warning for Trucks from Eastbound Maple Road

- Crash reports show a pattern of trucks making a U-turn to avoid the viaduct

Intersection Lighting

- Non-working light fixture
- Maple corridor is dark outside of the intersection area
- Lack of lighting under the railroad viaduct

The RSA report provides recommendation options which include the following:

- Install Bike Lanes
- High Friction Surface Treatment (HFST)
- Implement Systemic Signing at Signalized Intersections ("No Turn on Red")
- Install Box Span Signal
- Install Traffic Signal Backplates
- Install LED Traffic Signal Bulbs
- Implement Systemic Signing at Signalized Intersections ("Turning Vehicles Yield to Pedestrians")
- Implement Leading Pedestrian Intervals
- Allow Pedestrians More Crossing Time
- Retroreflective Pavement Markings
- Install Advanced Post Mounted Signs (Railroad Viaduct Height Ahead)

LEGAL REVIEW:

The City Attorney has reviewed the proposed Commission action and has no objection.

FISCAL IMPACT:

Implementation of the recommendations will cost money and City staff will review options in conjunction with upcoming projects on Maple Road and S. Eton Street, and during the annual budget review process.

SUSTAINABILITY:

Sustainable materials and options will be reviewed when implementing the suggestions in the RSA report.

DESIGN CONSIDERATIONS:

The RSA report used the Federal Highway Administration's (FHWA) process, and the final report includes ADA and Public Right-of-Way Accessibility Guidelines (PROWAG).

PUBLIC COMMUNICATIONS:

Future communications will be provided to the public when projects on Maple Road and S. Eton Street are designed to incorporate the RSA recommendations.

SUMMARY:

The Engineering Department recommends adopting the Road Safety Audit Report for the intersection of Maple Road and Eton Street.

ATTACHMENTS:

- Maple Road and Eton Street Intersection Road Safety Audit Report

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to approve the Maple Road and Eton Street Intersection Road Safety Audit.



ROAD SAFETY AUDIT

MAPLE ROAD & ETON STREET

BIRMINGHAM, MI

PROJECT OWNER: SOUTHEAST MICHIGAN COUNCIL OF GOVERNMENTS (SEMCOG)
CITY OF BIRMINGHAM



DATE: NOVEMBER 2024

WSP
GUARDIAN BUILDING, SUITE 2600
500 GRISWOLD STREET
DETROIT, MI 48226

TEL.: +1 313 963-5760
FAX: +1 313 963-6910
WSP.COM

QUALITY MANAGEMENT

ISSUE/REVISION	FIRST ISSUE	REVISION 1	REVISION 2
Remarks	Internal Draft	External Draft	Final
Date	9/11/2024	10/14/2024	11/15/2024
Prepared by	Rachel Peters	Rachel Peters	Rachel Peters
Checked by	Joyce Yassin, PE, PTOE, RSP ₁	Joyce Yassin, PE, PTOE, RSP ₁	Joyce Yassin, PE, PTOE, RSP ₁
Authorized by	Joyce Yassin, PE, PTOE, RSP ₁	Joyce Yassin, PE, PTOE, RSP ₁	Joyce Yassin, PE, PTOE, RSP ₁
Project number	24370		
Report number	1		
File reference	US0038160.6056		

SIGNATURES

PREPARED BY

Rachel Peters

Rachel Peters, E.I.T
Assistant Consultant, Transportation Engineer

AUTHORIZED BY

Joyce Yassin

Joyce Yassin, P.E., PTOE, RSP₁
Lead Traffic Engineer

This report was prepared by WSP for the account of the Southeast Michigan Council of Governments (SEMCOG) in accordance with the professional services agreement. The disclosure of any information contained in this report is the sole responsibility of the intended recipient. The material in it reflects WSP's best judgement in light of the information available to it at the time of preparation. Any use which a third party makes of this report, or any reliance on or decisions to be made based on it, are the responsibility of such third parties. WSP accepts no responsibility for damages, if any, suffered by any third party as a result of decisions made or actions based on this report. This limitations statement is considered part of this report.

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PRODUCTION TEAM

CLIENT

SEMCOG Project Manager

Jenya Abramovich

City of Birmingham

WSP/ SAM SCHWARTZ

Audit Facilitator / Road Safety Audit Team Member Adam McArthur, P.E., PTOE (WSP)

Road Safety Audit Team Member Joyce Yassin, P.E., PTOE, RSP₁ (WSP)

Road Safety Audit Team Member Rachel Peters (WSP)

Road Safety Audit Team Member Eric Hanss (Sam Schwartz)

TABLE OF CONTENTS

1	INTRODUCTION.....	1
1.1	Background.....	2
2	ROAD SAFETY AUDIT	3
2.1	Road Safety Audit Team.....	3
2.2	Road Safety Audit Materials	4
2.3	Road Safety Audit Process.....	5
3	SITE CHARACTERISTICS	6
3.1	Study Intersection	6
	Site Observations	8
3.2	Road User Characteristics	9
3.3	Crash Analysis	10
4	EXISTING SAFETY MEASURES	16
5	SAFETY CONCERNS AND SUGGESTIONS.....	17
5.1	Safety Concerns and Treatment Options.....	19
	Vulnerable Road Users	19
	Inclement Weather Rear-End Crashes	29
	Traffic Signals	31
	Faded Pavement Markings	35
	Southbound Through Movement into Whole Foods Driveway.....	38
	Insufficient Advanced Warning for trucks from east	41
	Intersection Lighting	42
6	SAFETY ANALYSIS	44
6.1	Base Conditions.....	44
	Intersection Characteristics.....	44
6.2	Recommendation Options	46
7	SUMMARY	49

APPENDICES

A HSM OUTPUT

1 INTRODUCTION

The Southeast Michigan Council of Governments (SEMCOG) has retained WSP to facilitate a Road Safety Audit (RSA) at the intersection of Maple Road and Eton Street located in the City of Birmingham, Michigan. The objective of this study was to conduct a formal safety performance examination of the intersection with an independent, multi-disciplinary team. RSAs are a proactive approach to addressing the safety of all road users and involve identifying both safety issues and developing potential mitigation measures.

The RSA followed the Federal Highway Administration's (FHWA) eight-step process which is detailed in Figure 1 below.

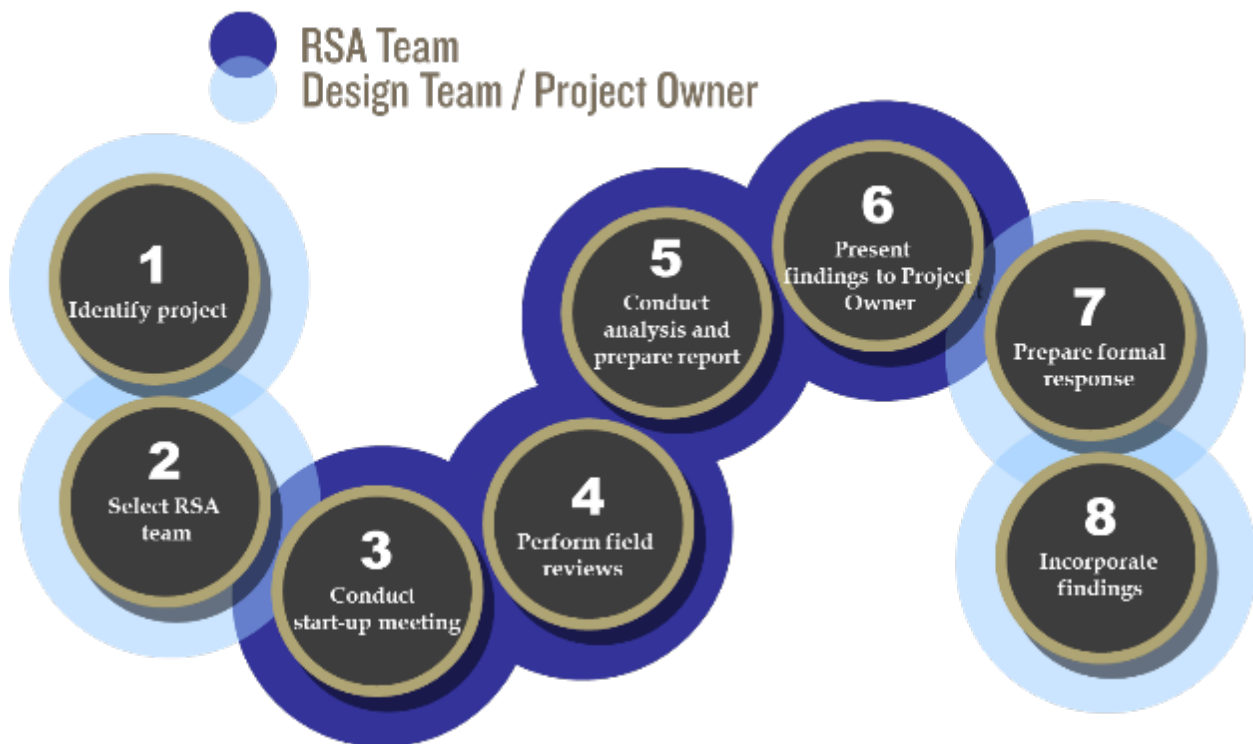


Figure 1 - RSA Eight-Step Process

The objectives of the RSA are to:

- Review road safety within the study area;
- Identify physical and operational issues that may affect road safety, and;
- Develop and provide potential countermeasures to reduce the frequency and severity of collisions.

The following sections will detail the RSA process, the methodology for this analysis, and data obtained throughout the study. The report will also present all significant findings and safety issues as well as provide recommended mitigation strategies.

1.1 BACKGROUND

This RSA was initiated due to a planned repaving project along Maple Road, scheduled for fall 2025 or spring 2026. Additionally, the unique shape of the intersection and location of trip generators has created challenges in connecting the bike route along Eton Road, posing a threat to vulnerable road users (VRU) – people who walk, use assistive devices, and bicycles – who travel through the project area. The intersection of Maple Road and Eton Street in Birmingham, Michigan consists of a railroad viaduct, that separates N Eton Street from S Eton Street. Maple Road runs east-west through Birmingham and connects various neighborhoods and shopping centers, while Eton Street runs north-south, parallel to the railroad tracks, and is used as a route for local traffic. Maple Road consists of two-lanes with a dedicated left turn lane on the westbound approach at N Eton Street. N Eton Street and S Eton Street are two lane approaches with a dedicated left and right turn lane. Dedicated bicycle facilities such as marked bike lanes are present along Eton Street outside of the project area, but are not present at the intersection approaches and not continuous through the viaduct on Maple Road. There is a SMART transit bus stop located approximately 100 feet west of S Eton Street along the south side of Maple Road as well as approximately 600 feet east of N Eton Street along both sides of Maple Road. Figure 2 shows the study intersection of Maple Road and Eton Street.



Figure 2 – RSA Study Area

2 ROAD SAFETY AUDIT

An RSA is a formal safety performance examination of an existing or future road or intersection by an independent multi-disciplinary audit team. RSAs help promote road safety by identifying safety issues during the planning, design, and implementation stages, promoting awareness of safe design practices, integrating multimodal safety concerns, and considering human factors.

2.1 ROAD SAFETY AUDIT TEAM

Location:	Maple Road & Eton Street, Birmingham, MI	
Audit Team Members:	Adam McArthur	WSP
	Joyce Yassin	WSP
	Rachel Peters	WSP
	Eric Hanss	Sam Schwartz
Project Owner:	Southeast Michigan Council of Governments (SEMCOG) City of Birmingham	
Review Date:	August 26, 2024	
Audit Stage:	Operational	
Start-up Meeting:	August 26, 2024	
Preliminary Findings Meeting:	August 29, 2024	
Attended By:	Southeast Michigan Council of Governments (SEMCOG) City of Birmingham City Manager's Office Engineering Department Birmingham Public Services Police Department Fire Department Suburban Mobility Authority for Regional Transportation (SMART) WSP Sam Schwartz	

The RSA team members conducted this audit to the best of their professional abilities within the on-site time available and by referring to provided information. While every attempt has been made to identify significant safety issues, the project owner is reminded that responsibility for the design, construction, and performance of the roadways remains with the agency with jurisdictional authority.

2.2 ROAD SAFETY AUDIT MATERIALS

The RSA was based on the following data and analysis:

Site Review: A site visit was conducted on August 26, 2024, by the WSP team to facilitate a road safety audit during daytime, PM peak, and nighttime conditions. This time was spent driving and walking throughout the intersection to observe traffic operations, conflicts, and surrounding land uses. The information collected was supplemented with comments and concerns received from stakeholders during the kick-off and preliminary findings meetings. This effort helped to provide location specific context around area concerns and potential treatment considerations.

Traffic Counts: Annual Average Daily Traffic (AADT) counts were obtained from 2019 through 2023 from MDOT's Transportation Data Management System (TDMS) and provided in Table 1 below. During this period, traffic counts experienced a decline between 27 and 30 percent.

Table 1 - AADT Counts

	2019 AADT	2023 AADT	Difference
<i>EB Maple Road, approximately 700 feet west of S Eton Street</i>	11,395	8,291	- 27.2%
<i>WB Maple Road, approximately 700 feet west of S Eton Street</i>	12,348	8,597	- 30.4%

Crash Data: Five years of crash data (2019-2023) was obtained by the RSA team from MichiganTrafficCrashFacts.org (MTCF). Supplemental data, such as UD-10 reports, were also obtained.

Identification of Countermeasures: Based on the above tasks, road safety concerns and potential contributing factors were identified. Countermeasures were identified to help mitigate the safety issues and possible crash causes, along with the crash reduction factors that are anticipated to result from their implementation.

Project Documents Available for RSA:

- Road exhibit detailing project limits
- AADT counts
- MTCF crash data
- Traffic signal timing permits
- Pedestrian refuge island plans
- Development plans
- Updated bicycle facilities on Eton Street plans
- SMART rider counts
- Video footage and photographs of the site
- Aerial imagery

All documents were provided to the project team prior to or during the RSA.

2.3 ROAD SAFETY AUDIT PROCESS

A road safety audit framework was applied for both the analysis and presentation of findings. The expected frequency and severity of crashes caused by each safety issue were identified and rated according to categories shown in Table 2 and Table 3. These two elements were then combined to obtain an assessment on the basis of the matrix shown in Table 4. Consequently, each safety issue was assessed on the basis of a ranking between F (highest concern and priority) and A (lowest concern and priority). For each safety issue identified, possible mitigation measures have been suggested.

Table 2 - Crash Frequency

Estimated Exposure	Estimated Probability	Frequency Rating
Medium - High	High	<i>Frequent</i>
Low - High	Medium - High	<i>Occasional</i>
Low - Medium	Low	<i>Rare</i>

Table 3 - Crash Severity

Typical Collisions Expected (per audit item)	Expected Collision Severity	Severity Rating
Collisions involving high speeds or heavy vehicles, pedestrians, or bicycles	Probable fatality or incapacitating injury	<i>High</i>
Collisions involving medium to high speed; head-on, crossing, or off-road collisions	Moderate to severe injury	<i>Moderate</i>
Collisions involving medium to low speeds; left-turn and right-turn collisions	Minor to moderate injury	<i>Low</i>
Collisions involving low to medium speeds; rear-end or sideswipe collisions	Property damage only	<i>Negligible</i>

Table 4 - Crash Concern Assessment

Frequency Rating	Severity Rating			
	<i>Negligible</i>	<i>Low</i>	<i>Moderate</i>	<i>High</i>
<i>Frequent</i>	C	D	E	F
<i>Occasional</i>	B	C	D	E
<i>Rare</i>	A	B	C	D

Concern Rankings -

A: Lowest priority

F: Highest priority

3 SITE CHARACTERISTICS

3.1 STUDY INTERSECTION

The intersection of Maple Road and Eton Street in Birmingham, Michigan is uniquely shaped by a railroad viaduct, which separates N Eton Street from S Eton Street by roughly 200 feet. There are two traffic signals at the intersection, one is at N Eton Street and the other is at S Eton Street. Maple Road is a major east-west arterial road through Birmingham that connects various neighborhoods and shopping centers, while Eton Street runs north-south, parallel to the railroad tracks, and is used as a route for local traffic. N Eton Street continues into a residential neighborhood and S Eton Street continues into residential and commercial areas.

Maple Road has three lanes in the westbound direction with two through lanes and a dedicated left turn lane at N Eton Street. In the eastbound direction, Maple Road has two through lanes. No bicycle facilities are present on Maple Road. N Eton Street and S Eton Street are two lane approaches with a dedicated left and right turn lane. Dedicated bicycle facilities are present on N Eton Street and S Eton Street upstream and downstream of the intersection but drop before Maple Road. Shared lane markings are present on the receiving lane of S Eton Street and bike route signage is present on both intersection approaches. The speed limit on Maple Road is 30 MPH for eastbound traffic and 35 MPH for westbound traffic while the speed limit on Eton Street is 25 MPH.

Sidewalks are present on both sides and legs of Maple Road and Eton Street, even under the viaduct where there is a barrier between the sidewalk and street. High visibility crosswalk markings and pushbuttons for crossing Maple Road are present at the intersection. There is a Whole Foods, restaurant, and local businesses located on the south side of the intersection which contribute to the large pedestrian presence around the area. The Whole Foods driveway is signalized and constitutes as the south leg at the N Eton Street signal with a dedicated through and left turn lane as well as a slip lane for right turn movements. An off-street trail access point is located at the northwest corner of Maple Road and S Eton Street. There are residential homes and apartment buildings located around the intersection that generate runners, walkers, and families using the pedestrian facilities at the intersection. Additionally, there are SMART transit bus stops located approximately 100 feet west of S Eton Street along the south side of Maple Road as well as approximately 600 feet east of N Eton Street along both sides Maple Road.

The N Eton Street signal is a box span configuration with retroreflective backplates while the S Eton Street signal is a diagonal span configuration. Both signals have pedestrian signal heads with countdown timers. Ample overhead LED lighting is also present at the intersection; however, lighting is not present under the viaduct. Figure 3 provides images of the intersection characteristics.



N Eton Street Signal



S Eton Street Signal



N Eton Street Southbound Approach



S Eton Street Northbound Approach

Figure 3 - Study Intersection Characteristics

SITE OBSERVATIONS

Site observations were facilitated through an in-person field review by driving and walking through the study intersection in each direction during daytime and nighttime. Figure 4 provides examples of some corridor characteristics and vulnerable road users.



Railroad Viaduct



Sidewalk under the Viaduct



Lighting and Attenuators



Semi-Truck Turning onto S Eton Street



Bicyclist Turning onto N Eton Street from Maple Road



Pedestrian Crossing at S Eton Street on the West Leg

Figure 4 - Study Area Characteristics & Road Users

Intersection Observations

- Two and three lane approaches on Maple Road
- Two lane approaches on Eton Street
- Separation of Eton Street due to the railroad viaduct
- Truck prohibition on N Eton Street
- Existing intersection lighting
- Lack of lighting under railroad viaduct
- Significant vulnerable road user presence
- Sidewalks throughout the intersection
- Signage reminding drivers of their duty to yield to pedestrians on the west leg and across the Whole Foods driveway
- Bike route signage on both legs of Eton Street, shared lane markings on the receiving leg of S Eton Street
- 13' 2" railroad viaduct clearance
- Grades present along N Eton Street and S Eton Street
- Grade present along eastbound Maple Road
- Drainage issues throughout the intersection

3.2 ROAD USER CHARACTERISTICS

The most recent motor vehicle traffic counts along Maple Road near Eton Street were collected in 2023 and show a bi-directional AADT of 16,888 vehicles. These volumes counts are down approximately 29 percent from 2019 which had a bi-directional AADT of 23,743 vehicles, as shown in Table 5. Commercial trucks utilize S Eton St and Maple Road west of the viaduct. SMART transit buses and bus users are also present along Maple Road as there are three bus stops located in proximity to the study intersection.

Additionally, field observations concluded there is a large presence of pedestrians and bicyclists traveling through the study area during peak periods, off-peak, and at night. During observations, all sidewalks and crosswalks in the study area were utilized by people walking. People were observed biking in the street and on all sidewalks, crossing with the signal in mixed traffic or with the pedestrian signal while biking on the sidewalk. Pedestrians and bicyclists spanned all age groups. Pedestrians and bicyclists were observed traveling alone and in groups.

Table 5 – Maple Road AADT Counts

	2019 AADT	2023 AADT	Difference
<i>EB Maple Road, approximately 700 feet west of S Eton Street</i>	11,395	8,291	- 27.2%
<i>WB Maple Road, approximately 700 feet west of S Eton Street</i>	12,348	8,597	- 30.4%
<i>Maple Road, bi-direction AADT</i>	23,743	16,888	- 28.9%

3.3 CRASH ANALYSIS

The most recent five years of crash data (2019-2023) were obtained from MichiganTrafficCrashFacts.org (MTCF) for the study area. During the five-year study period, a total of 72 reported crashes occurred with 11 (15%) resulting in a possible or suspected minor injury. No fatalities or incapacitating injuries were recorded in the crash reports. Figure 5 provides a spatial distribution of crashes and Figure 6 provides the overall distribution of crashes by severity.

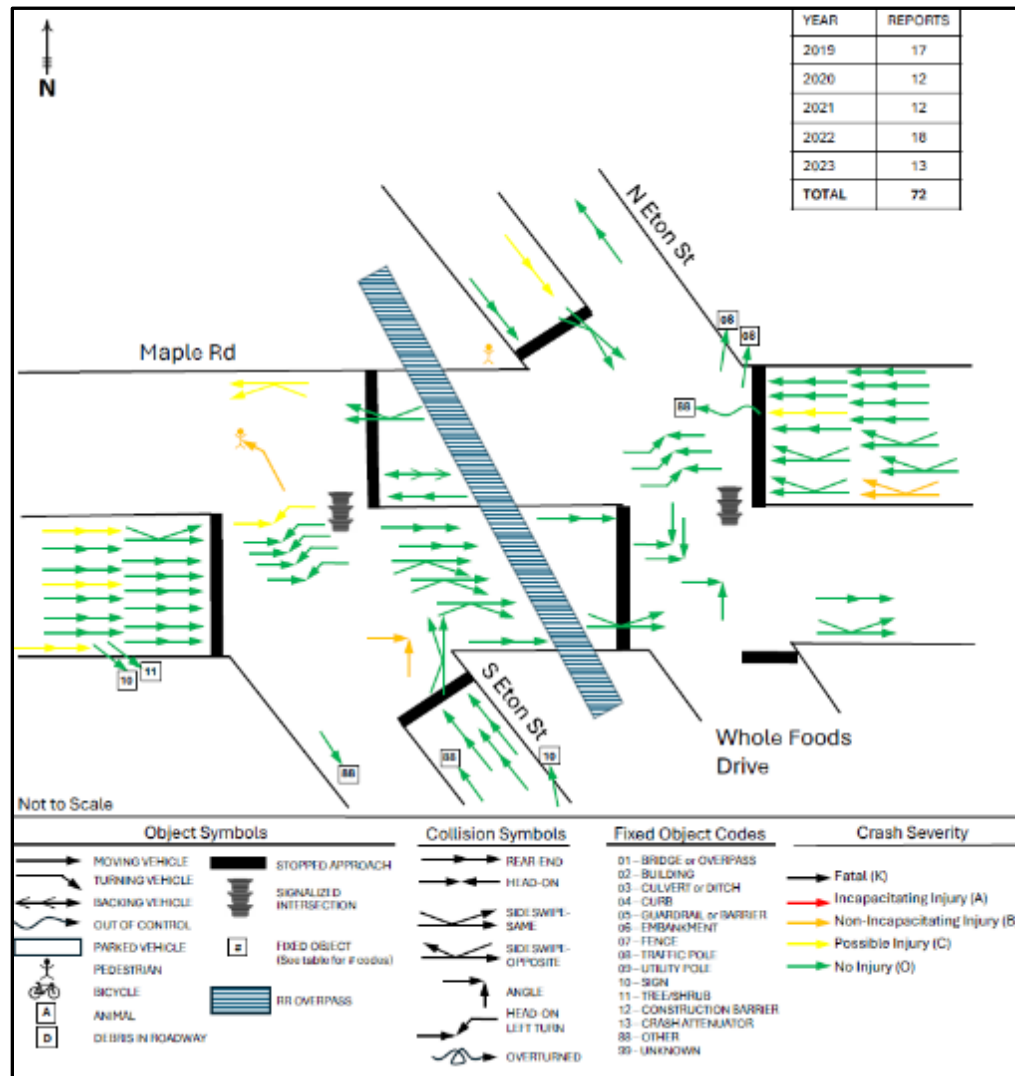


Figure 5 - Spatial Distribution of Crashes from 2019-2023 (Source: MTCF)

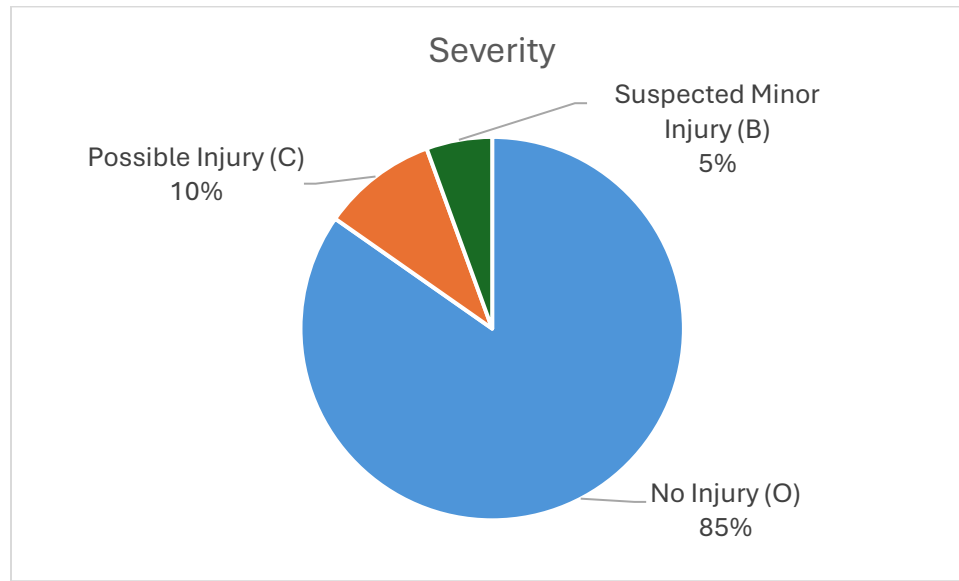


Figure 6 - Overall Crash Severity (2019-2023)

CRASH CHARACTERISTICS

In addition to the spatial distribution of crashes, UD-10s were reviewed for all the crashes reported during the study period. This information helped to ascertain some of the contributing factors to the types of crashes. Figure 7 provides the overall distribution of crashes by crash type. As shown, the top two crash types are rear-end and angle crashes accounting for over 68% of the total crashes. Rear-end and angle crashes are common at signalized intersections, such as Maple Road and Eton Street, because of the sudden stops, changes in traffic flow, and the multiple conflict points where vehicles make turns or cross paths.

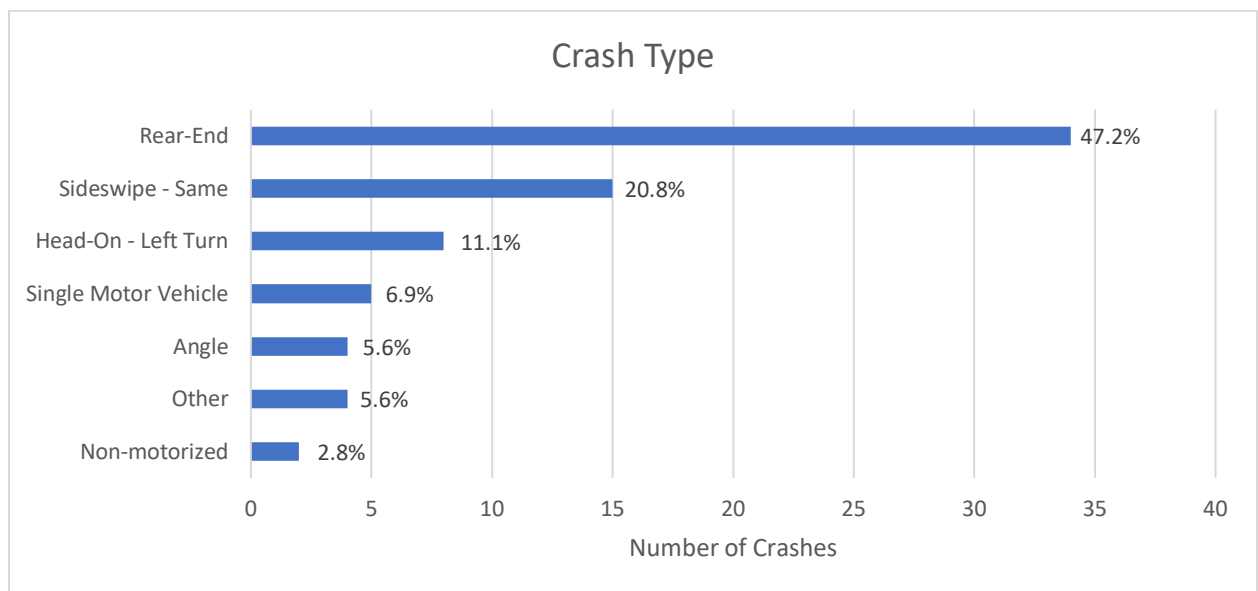


Figure 7 - Distribution of Crashes by Type

The following summarizes the crash trends which occurred from 2019 through 2023.

- Rear-end crashes
 - Fourteen Rear-end crashes occurred on the eastbound approach to S Eton Street, of which three resulted in a Possible Injury crash severity.
 - Eight Rear-end crashes occurred on the westbound approach to N Eton Street, of which one resulted in a Possible Injury crash severity.
- Angle crashes
 - Two motorists drove southbound thru the intersection at N Eton Street to enter the Whole Foods driveway, where this movement is prohibited and resulted in an Angle type crash.
- Over height trucks
 - Two trucks heading westbound, east of the viaduct, proceeded to make a U-turn at N Eton Street to avoid colliding with the overpass, which resulted in Single Vehicle type collisions which involved sticking traffic signal equipment.
- Left-turn head-on crashes
 - Five Head-on Left-turn crashes involved an eastbound thru motorist and a westbound left-turning motorist at S Eton Street, whereas three Head-on Left-turn crashes involved a westbound thru motorist and an eastbound left-turning motorist at N Eton Street.
- Weather-related crashes
 - Slippery road conditions during wet and snowy weather conditions were noted as contributing factors for many of the Rear-end crash types.
- Nonmotorized crashes
 - Both pedestrian crashes resulted in a Non-Incapacitating Injury. One occurred at S Eton Street in the east leg crosswalk involving a northbound left-turning motorist. The other pedestrian crash involved a bystander who was struck by a falling signal head after a truck brought down the traffic signal overhead.

TEMPORAL TRENDS

The following figures provide a high-level summary of the various temporal trends for crashes of all severities. As shown in Figure 8, crashes peak between noon and 5PM which is consistent with the increase in volume typical during those times. There did not appear to be a strong trend by day of week, although Saturday experienced a higher frequency of crashes, as shown in Figure 9. When considering the distribution of crashes by month, there was a peak during the colder months January and February and also a peak in August, as shown in Figure 10.

The crashes in August were further analyzed to determine if construction was a contributing factor. No specific year stood out with the exception of 2021 which experienced no crashes in August. However, it is noteworthy to add that the Woodward Dream Cruise takes place in August and may contribute to an increase in unfamiliar drivers in the area resulting in an increase of crashes.

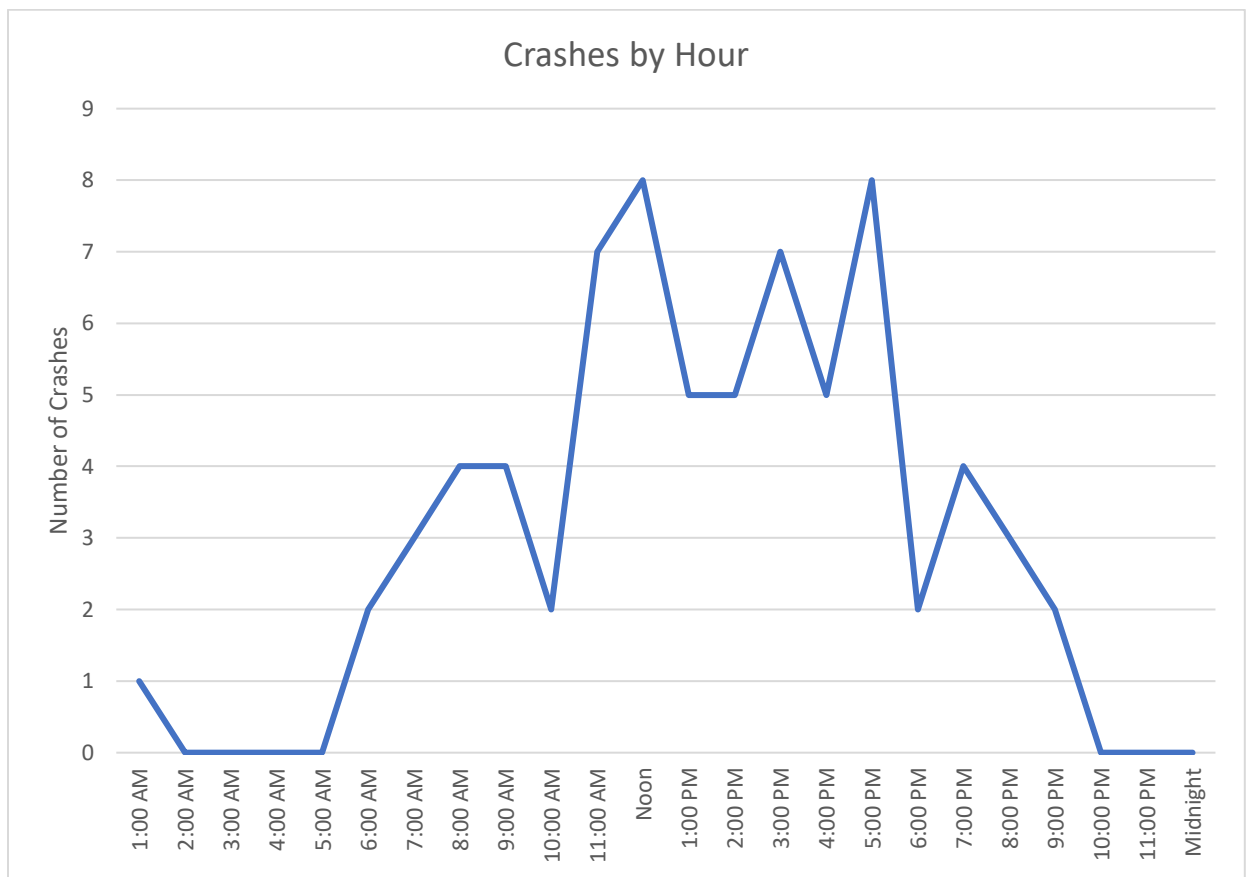


Figure 8 - Crash Distribution by Hour of Day

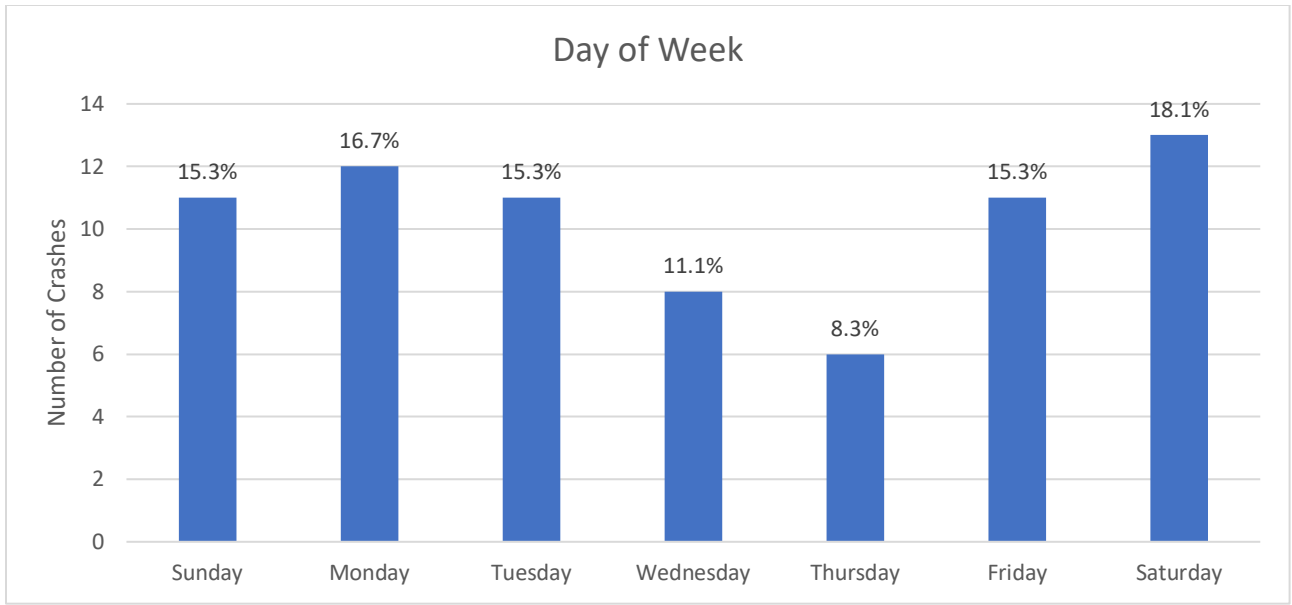


Figure 9 - Crash Distribution by Day of Week

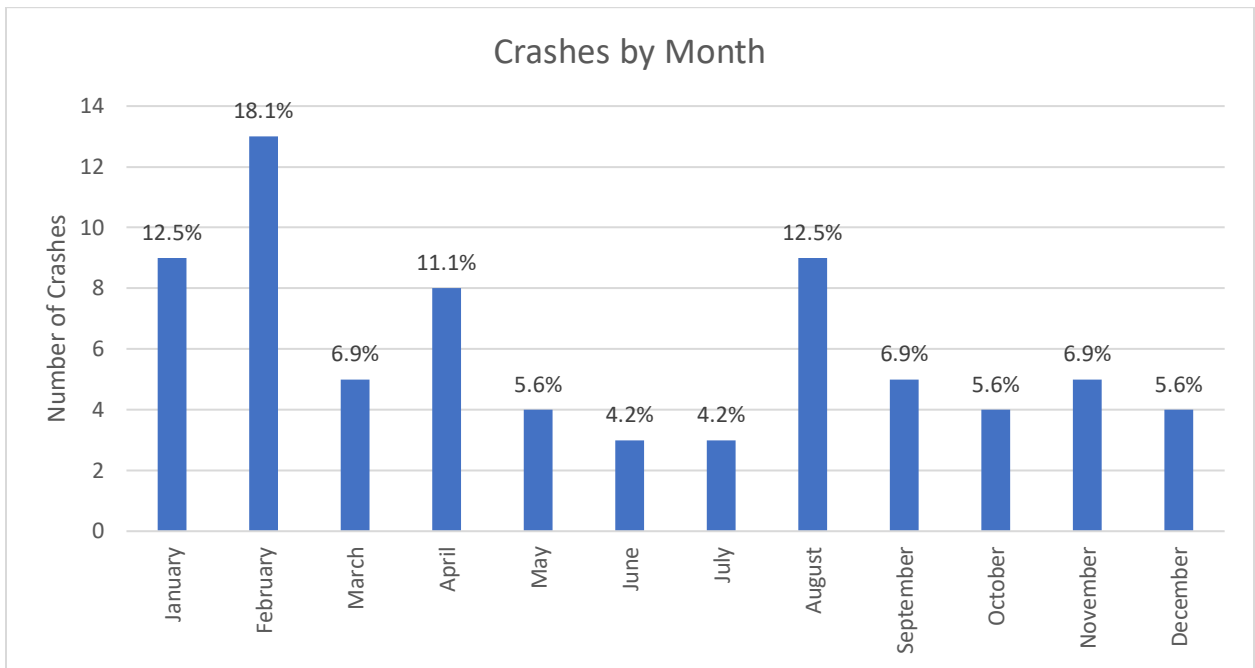


Figure 10 - Crash Distribution by Month of Year

ENVIRONMENTAL CONDITIONS

While environmental conditions are more difficult, if not impossible to control, they are important to consider as mitigating steps can still be taken to try to reduce their impacts on safety. Figure 11 provides the distribution of crashes by the lighting condition present at the time of the crash, as reported by the responding officer. Based on historic crash data, less than 20% of all crashes occurred during non-daylight conditions with no strong trend emerging.

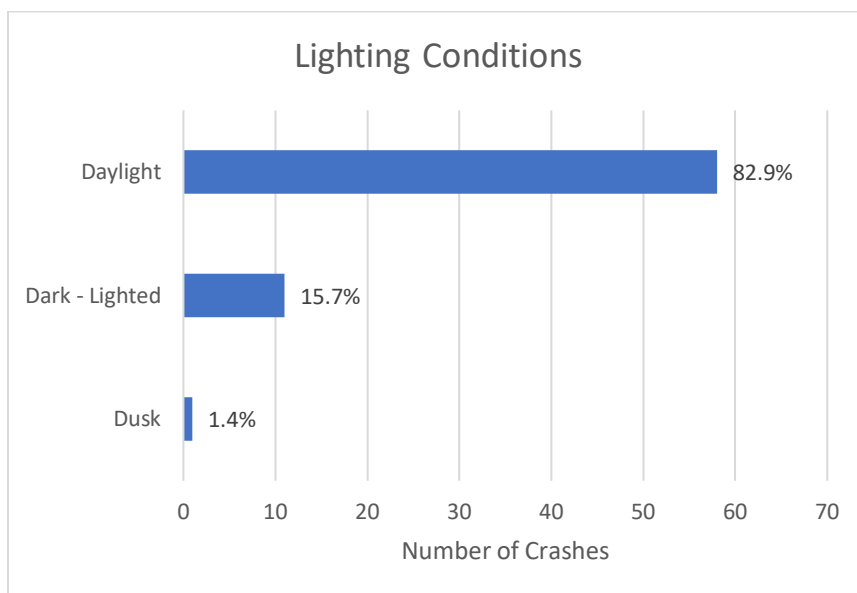


Figure 11 - Crash Distribution by Lighting Condition

When reviewing the distribution of crashes based on the surface condition of the road at the time the crash occurred, as shown in Figure 12, nearly a third of crashes occur under Snow/Slush, wet, or ice conditions. This aligns with the crash report narrative which indicates that the surface condition is a contributing factor to some crashes.

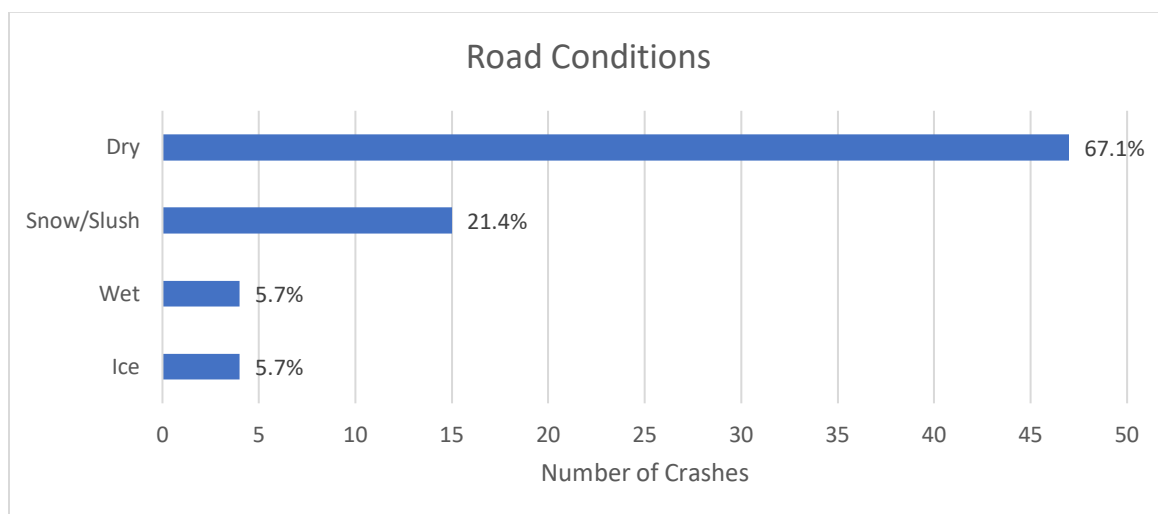


Figure 12 - Crash Distribution by Road Condition

4 EXISTING SAFETY MEASURES

The characteristics in the following table have been identified as having a presence or positive impact on safety in the study area.

Existing Safety Measures	
Crash Impact Attenuators near Railroad Viaduct Attenuators are located at the railroad viaduct which help reduce the severity of crashes and damage to the viaduct if a collision occurs.	
Modernized Traffic Signals The intersection was modernized with pushbuttons for crossing Maple Road, pedestrian countdown signals, high visibility crosswalk markings, and detectable warning pads. Additionally, N Eton Street has a box span signal layout and backplates. Countdown timers and high visibility markings help improve non-motorized users' safety and the box span layout aligns traffic signal heads with approaching vehicles and improves signal conspicuity.	
Intersection Lighting LED overhead lighting is present at both the N Eton Street and S Eton Street intersections and was observed to be functional.	
Sidewalk Connectivity Sidewalks are located throughout the intersection as well as under the railroad viaduct and were observed to be in good condition with minimal cracks.	

5 SAFETY CONCERNS AND SUGGESTIONS

The following sections detail safety concerns identified during the RSA, along with targeted treatment recommendations for each. Seven primary safety concerns have been identified based on existing conditions, with specific issues detailed under each category. The safety concerns, ratings, and suggestions are summarized below.

#	Safety Concern	Rating	Suggestions
1	Vulnerable Road Users - Bicycle Facilities and Obstacles - Bicycle facilities on Eton Street drop at the intersection - No bike lane connection through viaduct for Eton Street - Jog in sidewalk at Whole Foods driveway difficult to navigate on a bicycle - Sunken drainage grate at southeast corner of S Eton Street and sunken curb on west side of N Eton Street - Broken concrete in crosswalks - Pedestrian Obstacles - S Eton Street left turn, pedestrian crash in west crosswalk when driver failed to yield right-of-way - Light pole sidewalk obstruction at southeast corner of S Eton Street - Whole Foods driveway operates as south leg of intersection but lacks pavement markings and detectable warnings - High speed turns from eastbound Maple Road into Whole Foods during peak hours - ADA/PROWAG compliance issues associated with aforementioned broken concrete and light pole obstruction	D	- Formalize dedicated bicycle facilities through viaduct - Bike left-turn lanes under viaduct - Bike boxes on approaches - Revise bicycle route signage to indicate upcoming jog - Possible road diet on Maple Road (requires additional analysis) - Centerline hardening - Signal timing - Leading Pedestrian Intervals (LPI) - Update clearance intervals to provide longer crossing time - Update intersection to meet PROWAG standards - Redesign Whole Foods driveway as an intersection leg and reduce radii to slow turning speeds - Repair failed concrete and relocate light pole
2	Inclement Weather Rear-end Crashes Eastbound rear-end crashes on Maple Road during winter or wet road conditions	D	- Apply a High Friction Surface Treatment (HFST) - Alternative clearance intervals for snowy and wet weather

3	Traffic Signals - Vehicles pulling past the stop bar for right turns from S Eton Street - Vehicles turning right on red from N Eton Street, which is prohibited - Diagonal span signal layout at S Eton Street	C	- Modernize S Eton Street signal - Box span layout - Backplates - LED signal heads - Update clearance intervals - Update intersection signage - Left turns yield to peds - No Right Turn on Red - Low-level signal head and signage for southbound N Eton Street right turns - Leading Pedestrian Intervals (LPI)
4	Faded Pavement Markings Faded stop bars, crosswalk markings, and lane markings	C	- Retroreflective pavement markings - Methyl methacrylate pavement paint - Recessing – groove cuts into the pavement
5	Southbound Through into Whole Foods Vehicles proceed through from the right-turn lane on N Eton Street, into the Whole Foods driveway causing crashes	C	- Low level signage for No Through Movement - Add pavement markings to visually block through movements - Adjust eastbound stop bars - Install turn path markings - Adjust signal phasing and timing to support a through movement
6	Insufficient Advanced Warning for Trucks From Eastbound Maple Road Crash reports show a pattern of trucks making a U-turn to avoid striking the viaduct	B	- Install additional advanced warning signage - Consider truck route detour signage
7	Intersection Lighting - Non-working light fixture in northwest quadrant of N Eton Street - No lighting under the viaduct - Maple corridor was dark outside of the intersection area	B	- Fix the non-working light fixture - Retrofit the viaduct with lighting for travel lanes and sidewalks - Install pedestrian-scale decorative lighting along the Maple Road corridor

5.1 SAFETY CONCERNS AND TREATMENT OPTIONS

Safety concerns identified within the study area are shown in order of perceived concern, graded highest to lowest. The following sections provide detail regarding the concerns identified under each grouping, along with several potential treatments that cover a range of time frames and levels of investment.

VULNERABLE ROAD USERS

SAFETY CONCERNS

The road safety audit request noted vulnerable road user safety as the primary focus area. Based on conversations with local stakeholders, review of available crash data, and field observations made by the RSA team, issues related to vulnerable road users along the corridor were confirmed as a focus area. The bike routes present on Eton Street attract a significant number of bicyclists and the surrounding neighborhoods attract many runners, walkers, and families. Figure 13 provides an example of some vulnerable road users observed during the field review. The RSA team noted multiple safety concerns for people walking, rolling, and biking.

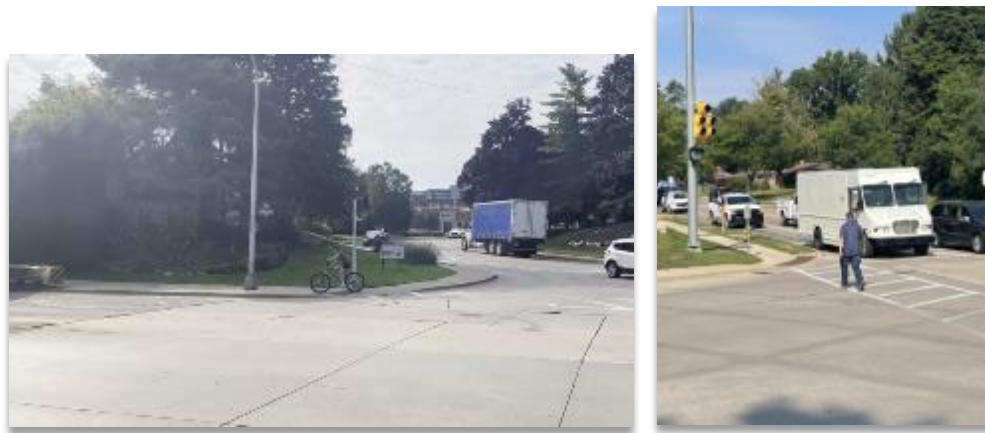


Figure 13 -Vulnerable Road User Observation Examples

Low-stress bicycle connectivity through the study intersection is low while demand and volumes are high, creating potential for conflicts and leading to high levels of bicycling on the sidewalk. While conducting field observations, the RSA team noted a lack of dedicated bike facilities on both legs of Eton Street and through the Maple Road railroad viaduct. Field observations found that many bicyclists ride in mixed traffic on Maple Road due to the lack of dedicated facilities, naturally aligning with the left-side of the roadway closest to the center viaduct column when completing the N Eton Street to S Eton Street movement. Other bicyclists chose not to enter the roadway, electing to ride along the sidewalk on both sides of Maple Road. However, the sidewalk space along Maple Road is limited in width and appeared to be difficult for other non-motorized users to get through when a bicyclist was present. Bicycling on the sidewalk has potential to result in crashes as turning motorists seeking gaps in traffic may not expect faster moving bicyclists crossing in the crosswalk. In addition, there is insufficient room on certain corners for a bicyclist to queue without blocking other users.

Obstructions in the study area combine with site grades to create challenging conditions for people riding bicycles on sidewalks. There is a tight jog in the sidewalk at the Whole Foods driveway, as well as acute angle turns at the southeast corner of S Eton Street and Maple Road and northwest corner of N Eton Street and Maple Road. Minimal turning space at the same corner of S Eton Street is further restricted by a light pole that is placed within the sidewalk. Observations concluded bicyclists had trouble navigating these obstacles if they approached them at high speeds.

Damaged infrastructure creates additional safety risks for people bicycling. On the southeast corner of S. Eton Street a drainage grate has sunken below grade. On the northwest corner of N Eton Street pavement has subsided at the gutter, creating a significant lip on the west curb line. Lastly, there are large cracks in the pavement along the crosswalks at S Eton Street. These conditions may lead to wheel catches or increase the risk of a bicyclist losing control in traffic. To avoid these features, bicyclists may suddenly deviate into the path of motorists, further increasing the risk of a crash. Figure 14 shows the obstacles observed for bicyclists at the intersection.



Jog in the Sidewalk at Whole Foods Driveway



Light Pole Within the Sidewalk



Cracks in the Pavement Along Crosswalks



Sunken Drainage Gate at S Eton Street

Figure 14 - Bicyclist Hazards

The signalized Whole Foods entrance on the east leg of the intersection is designed like a driveway but operates like the leg of an intersection, reducing predictability and pedestrian safety. It lacks accessibility and safety measures typical of intersections like crosswalk markings, detectable warning pads, and alignment/grading/level landings consistent with PROWAG standards for curb ramps. Low vision pedestrians are not provided any information to alert them that they are entering active traffic. Since the intersection is signalized, drivers do not have a duty to yield to pedestrians crossing and may not stop for someone unwittingly crossing a controlled leg of an intersection. These conditions could create a severe conflict.

Motorist turning behavior creates additional risks for people walking and biking. Motorists were observed making high-speed left turns from westbound Maple Road onto S Eton Street between gaps in traffic. On eastbound Maple Road, motorists were observed making high-speed right turns into the Whole Foods Driveway, leading to conflicts with people walking, a condition exacerbated by the poor sight triangles created by the viaduct pillars on the south sidewalk. Motorists were also seen turning right on red from southbound S. Eton to westbound Maple Road, in violation of the solid red turn arrow.

Lastly, the RSA team noticed ADA compliance issues throughout the intersection. These issues consist of incorrect pushbutton placement, unsatisfactory detectable warning pad condition, uneven pavement, lack of level landings, and short pedestrian crossing intervals for Maple Road, specifically at N Eton Street. Figure 15 shows the obstacles observed for pedestrians at the intersection.



Whole Foods Driveway Crosswalk



Improper Placement of a Push Button



Broken Detectable Warning Pad

Figure 15 - Pedestrian Hazards

Members of the audit team felt that crashes related to this safety concern would occur rarely with high severity, resulting in an overall rating of D.

Expected Crash Types:	Vulnerable Road User Involved
Expected Frequency:	Rare
Expected Severity:	High
Rating:	D

POTENTIAL TREATMENTS

BICYCLE TREATMENTS

Provide Clear, Dedicated Bicycle Facilities through the Intersection

Eton Street Approaches

Dedicated bicycle facilities end prior to the intersection, reducing comfort and clarity. Enabling bicyclists to get into position and establish their space and enhance their visibility to motorists will mitigate potential conflicts and increase predictability. Existing dedicated bike lanes on Eton Street can transition to bike lanes, or mixing zones where right-of-way is constrained, that terminate in bike boxes on both S and N Eton Street intersection approaches. Figures 16 and 17 show these mixing zone concepts.

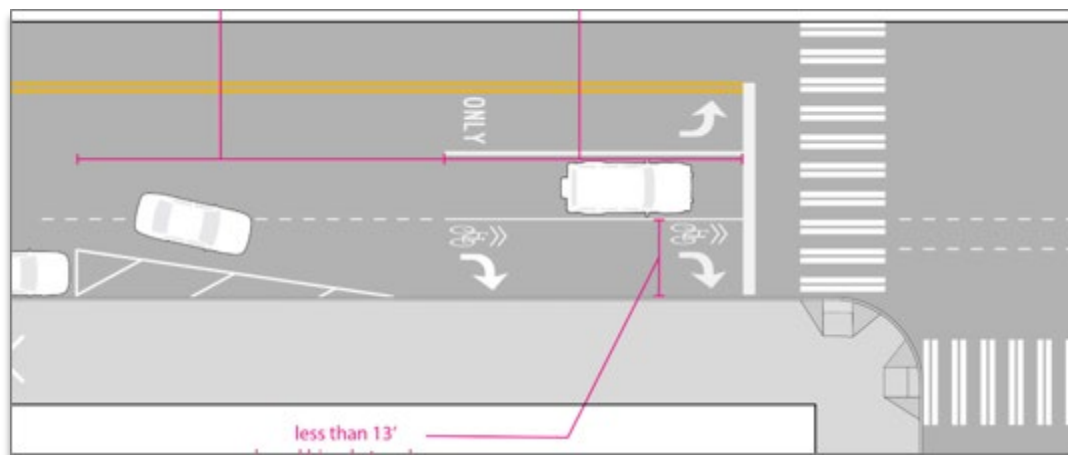


Figure 16 - Mixing Zone Concept¹

¹ Source: <https://streetsillustrated.seattle.gov/design-standards/bicycle/bike-intersection-design/>

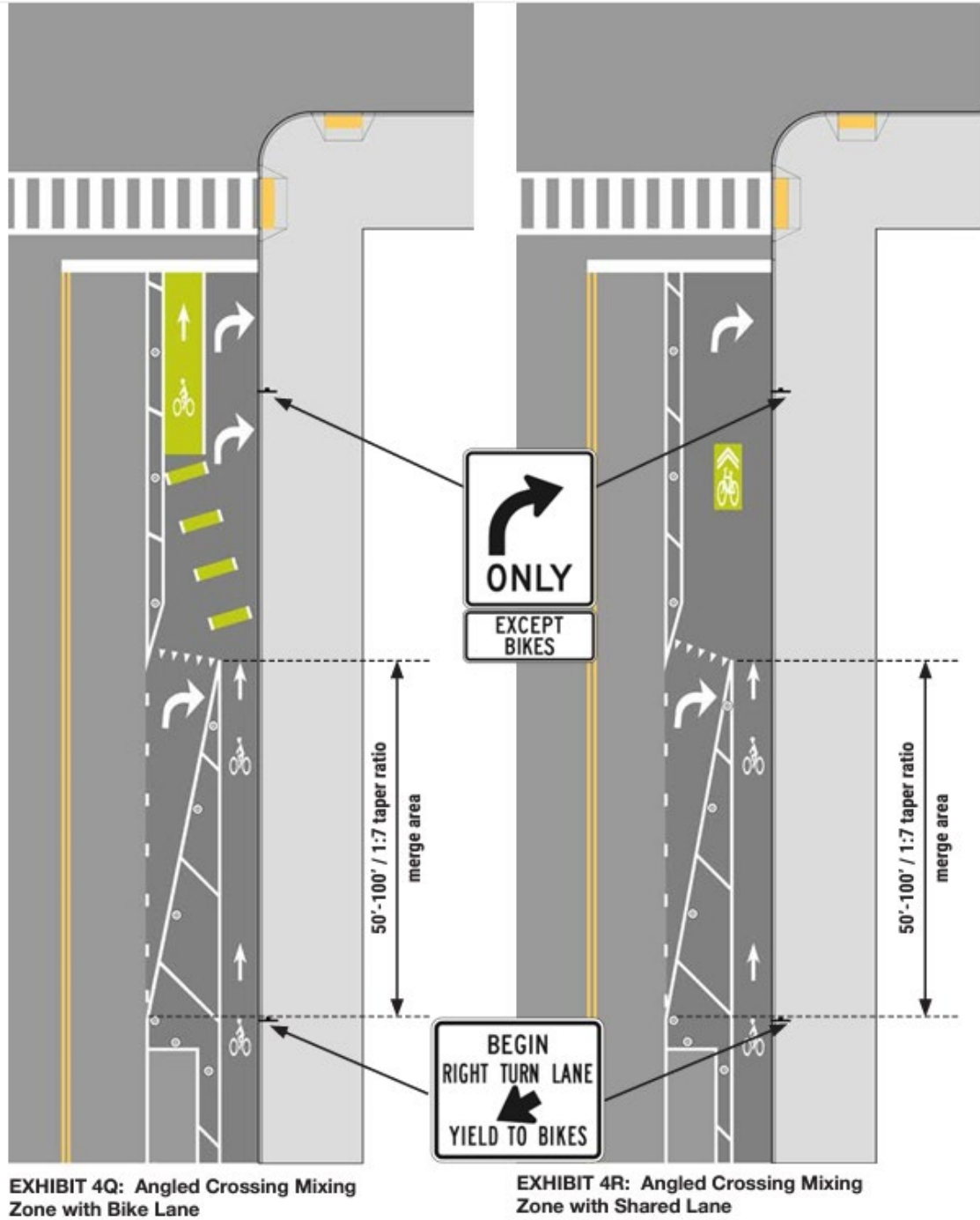


Figure 17: Additional Mixing Zone Concepts²

² Source: <https://www.mass.gov/doc/chapter-4-intersection-design-0/download>

Maple Road Concepts

To complete the link at Maple Road, the RSA team developed two pavement marking concepts that would be suitable for formalizing bike lanes under the railroad viaduct.

The first design concept can be seen in Figure 18. The concept involves creating bike lanes that are positioned to the left of the vehicle through/left lane on Maple Road consistent with current bicyclist desire lines. If this concept were to be executed, bike boxes would be required on Maple Road in both directions to enable bicyclists to position themselves ahead of motorists to increase visibility and reduce the potential of crashes as left turning bicyclists move over to the inside curb. Bike signals with a leading bicycle left turn phase, intersection extension markings indicating the bicycle path of travel through the turn, and No Turn on Red restrictions should also be considered at both legs to further reduce potential conflicts associated with the weave.

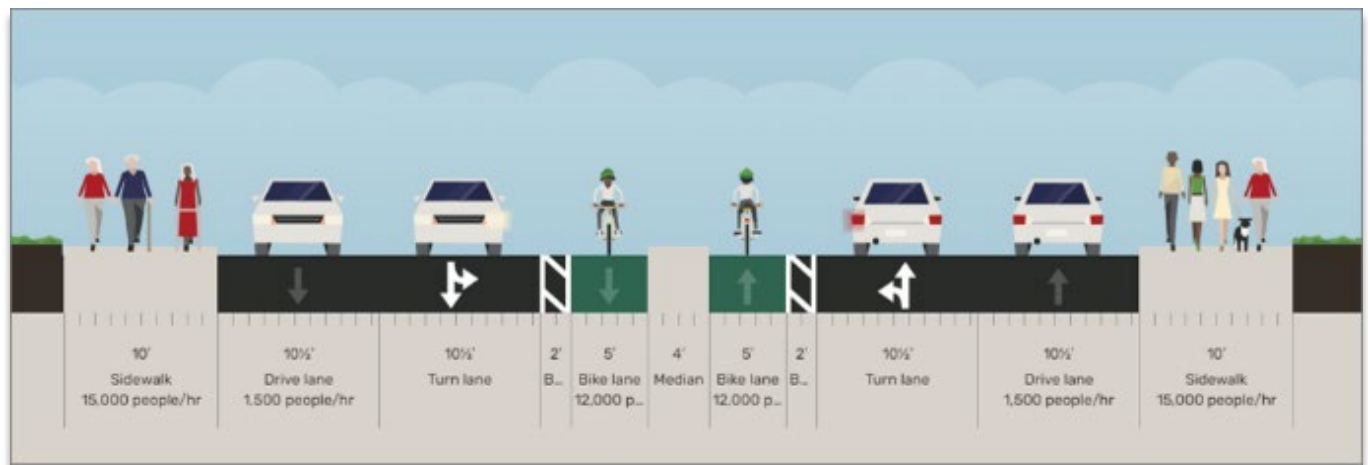


Figure 18 - Bike Lane Along Maple Road Concept 1

The second concept for installing bike lanes on Maple Road would require a road diet along Maple Road through and beyond the study limits, which can be seen in Figure 19. In this scenario, Maple Road would be reduced to one through lane and one dedicated left turn lane in each direction. The bike lane would be placed to the right of the vehicle left turn lane on Maple Road, between the left turn and through lane. Bicycle signals with a leading left turn phase, intersection extension markings, No Turn on Red restrictions, and bike boxes should be considered along with this change. This concept eliminates the bike weave maneuver that is a concern in the first concept. However, further analysis would need to be completed to determine if a road diet is feasible along Maple Road.

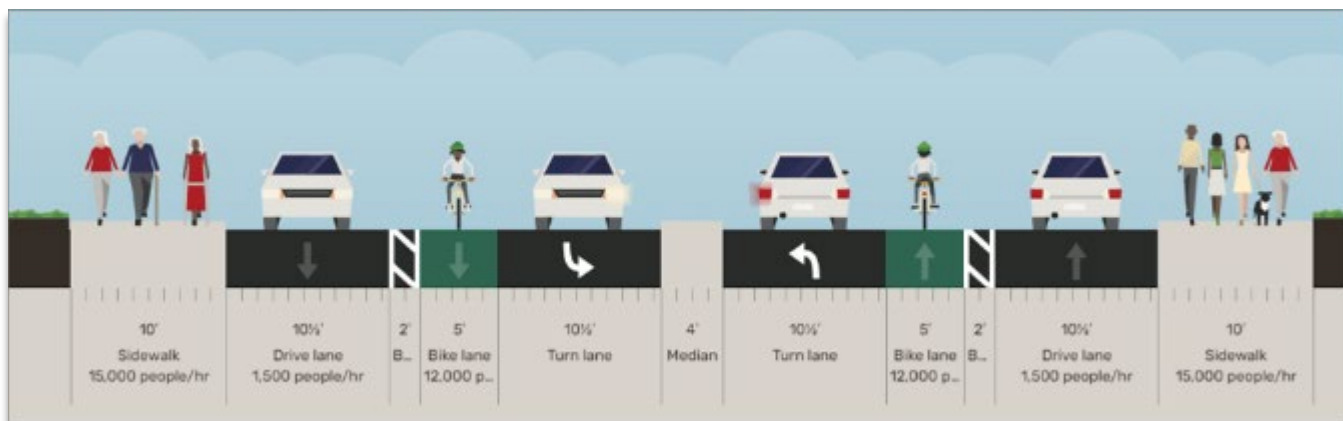


Figure 19 - Bike Lane Along Maple Road Concept 2

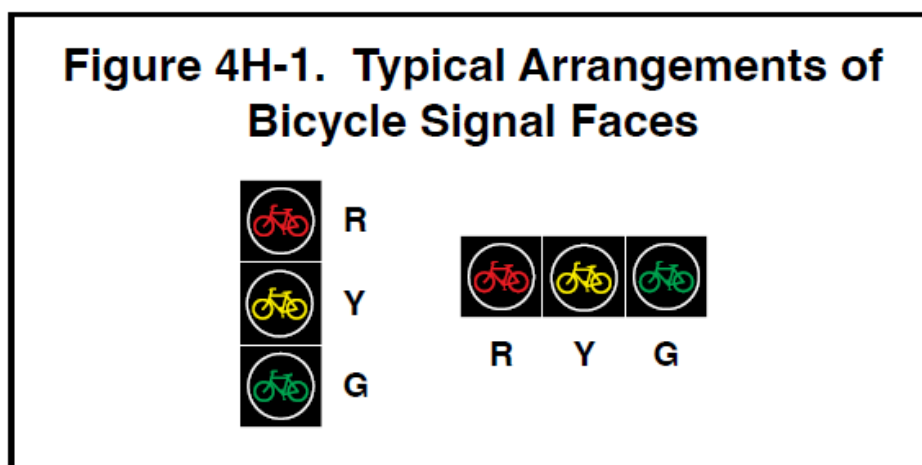


Figure 20 - Bicycle Signal³

Off-Street Facilities

The City of Birmingham has proposed a shared-use side path on the approach to S Eton to be installed as part of a future project. In concert with this investment, additional improvements should be considered to remove obstructions and reduce potential conflicts with people walking and using assistive devices. This would include removing obstructions like the light pole on the southeast corner of S Eton Street and Maple Road, widening other sidewalks where possible, and expanding queuing areas. Cyclists continuing north on N Eton may also elect to use the sidewalk on the south side of Maple Road and use the crosswalk on the east leg of N Eton Street to cross. This movement would require them to cross the Whole Foods driveway. Improvements to the Whole Foods Driveway to increase visibility to motorists and reduce turning speeds should also be considered if this proposal moves forward.

³ Source: MUTCD, 11th Edition (2023)

PEDESTRIAN TREATMENTS

Centerline Hardening

Centerline hardening should be applied at locations where a left-turning vehicle could conflict with a pedestrian in the crosswalk. The technique involves adding physical barriers, such as flexible posts, curbs, or other objects along the centerline of the road to discourage motorists from taking shallow turns, which reduce visibility of other users. Figure 21 shows this technique. Additionally, it is important to install flexible objects to ensure emergency vehicles, such as firetrucks, are still able to complete the left turn maneuvers.

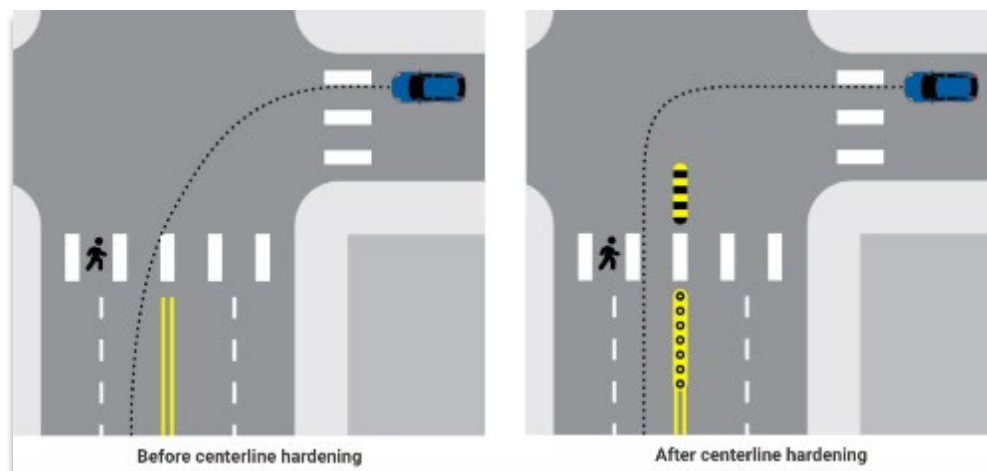


Figure 21 - Centerline Hardening Technique⁴

⁴ Source: <https://ssti.us/2020/07/30/centerline-hardening-protects-pedestrian-from-left-turning-vehicles/>

Update Signal Timings

Add Leading Pedestrian Intervals (LPIs)

Leading Pedestrian Intervals (LPIs) should be considered at both the N Eton Street and S Eton Street signals as they enhance pedestrian safety by providing pedestrians with a head start of a few seconds before vehicles are given a green signal to turn. This head start allows pedestrians to establish their presence in the crosswalk, making them more visible to turning vehicles and reducing the likelihood of conflicts. Additionally, LPIs can improve traffic flow by reducing the number of pedestrian-vehicle conflicts, leading to a smoother and more efficient intersection operation. Pairing this with no turn on red restrictions would also help to keep vehicles in place at the stop bar until they receive green, further reducing potential conflicts for pedestrians.

Update Clearance Intervals

During field observations, the team felt that pedestrian crossings across Maple Road, particularly at N Eton Street, felt hurried for pedestrians, especially older people observed during the field visit. The clearance intervals at both intersections should be assessed to determine if a longer walk time can be given when crossing Maple Road. Doing so can enhance pedestrian safety at the intersection by providing adequate time for pedestrians to clear the crosswalk before conflicting traffic movements begin, reducing the likelihood of collisions.

Adhere to ADA Compliance

Updates to Maple Road and Eton Street should be considered to bring the intersection up to PROWAG standards. These updates include replacing the broken ADA detectable warning pad on the northwest corner of S Eton Street, creating a level landing on the southeast corner of N Eton Street, and increasing pedestrian storage space throughout the intersection. Compliance with PROWAG standards is legally required, helping avoid potential legal issues and ensuring intersections meet federal and state regulations. Additionally, PROWAG standards promote inclusive design, benefiting everyone, including individuals with disabilities and vulnerable road users.

Whole Foods Driveway Redesign

Currently, the signalized Whole Foods entrance is designed as a driveway and lacks ADA accommodations and pavement markings included at typical intersections, creating potential risks for low-sighted pedestrians and reducing clarity for all users. High visibility crosswalk markings, detectable warning pads, and adjusting the alignment/grade of the crosswalk should be considered to better indicate to all users that they are entering the traveled way and intersection-related right-of-way rules apply. Including these safety measures will reduce the risk of crashes and improve visibility for both pedestrians and motorists.

The effective driveway radius on the west curb should be evaluated and reduced if possible to slow vehicle speeds to improve driver's ability to detect and yield to pedestrians and people bicycling on the sidewalk (especially if additional facilities are provided to encourage people biking to bike on the south side of Maple).

No Right Turn on Red

While drivers turning right on N Eton Street technically are not allowed to turn right on red on a red arrow, many drivers were observed making this maneuver. This rule may be little understood and reinforced with posted No Right Turn on Red Signs on N Eton Street. A similar treatment should also be considered on S Eton Street to reduce the possibility of drivers right-hooking bicyclists riding down the curb line.

Quick-Build

Consider implementing Quick-Build techniques for vulnerable road user recommendations. The Quick Build Bikeway Networks initiative aims to create safer streets by rapidly implementing bikeway networks. This approach focuses on using low-cost, temporary materials such as paint, plastic bollards, and planters to quickly build and test bikeways, allowing for immediate improvements in safety and accessibility for cyclists. The program emphasizes community engagement and feedback to refine and improve the bikeways before making them permanent. This method allows for flexibility and adaptability, ensuring that the final designs meet the needs of the community and enhance overall road safety.

INCLEMENT WEATHER REAR-END CRASHES

SAFETY CONCERNS

Rear-end crashes heading eastbound on Maple Road were identified by the audit team as contributing to frequent, but typically lower severity, crashes at the intersection. Of the twenty-seven rear end crashes that occurred over the last 5 years on Maple Road, seventeen occurred with vehicles heading eastbound opposed to ten occurring from westbound travelling vehicles. This is likely due to the grade that is present along eastbound Maple Road. Additionally, many of the rear-end crashes occurred under snowy or wet road conditions and were cited as a contributing factor for the crash.

Members of the audit team felt that based on the existing frequency of rear end crashes along with the potential for future incidents combined with low severity on average resulted in an overall rating of D.

Expected Crash Types:	Rear End
Expected Frequency:	Frequent
Expected Severity:	Low
Rating:	D

POTENTIAL TREATMENTS

*Apply a High Friction Surface Treatment (HFST)*⁵

High Friction Surface Treatment (HFST) is a pavement treatment designed to enhance the frictional properties of road surfaces, particularly in areas prone to skidding and crashes. It involves applying a layer of high-quality, polish-resistant aggregate, such as calcined bauxite, bonded with a polymer resin to the pavement. This treatment significantly improves the grip of the road surface, reducing the likelihood of rear end crashes, especially in wet conditions. The expected lifespan of HFST is approximately 10 years.

HFST has several effects on different aspects of road use and maintenance. For bicyclists, HFST provides a smoother and safer riding surface with improved traction, which is beneficial for bike lanes. To date, there have been no problems reported for bicycle use with the HFST. However, as a precaution, it is recommended to ensure that all loose aggregate is removed from the treatment before opening the roadway. Additionally, the treatment should be reswept frequently during the first few weeks of operation. Due to the thinness of the overlay, snowplows have had minimal impact on the treatment, even in 'bare pavement' states like Michigan. This is attributed to the durability of the calcined bauxite aggregate present in the HFST. Additionally, the HFST is quieter compared to transversely tined concrete pavement, chip seals, and dense-graded asphalt pavements. Maintenance requirements for HFST are relatively low, but periodic inspections are necessary to ensure the surface remains effective and to address any wear or damage over time. Figure 22 shows the HFST applied on a roadway.

⁵ Source: https://highways.dot.gov/sites/fhwa.dot.gov/files/2022-09/HFST_FAQ_2022_Update_508.pdf

The installation of HFST is growing and MDOT has made an effort to install HFST to numerous intersections throughout the state. A few of those intersections include four intersections located in Grand Traverse, Leelanau, and Emmet County which had a HFST applied to them in 2023 ⁶.



Figure 22 – Example of the High Friction Surface Treatment (HFST) ⁷

Alternative Clearance Intervals for Wet/Snowy Weather (Remote Activation)

Remote activation for clearance intervals at an intersection involves using advanced traffic management systems to control and adjust the timing of traffic signals from a remote location. This allows for real-time adjustments to be made based on traffic conditions, incidents, or other factors that may affect traffic flow. By remotely managing clearance intervals, traffic engineers can ensure that intersections operate efficiently and safely, reducing the likelihood of crashes and improving overall traffic flow.

Given the increased number of rear end crashes that occur at the intersection during inclement weather conditions, remote activation may be beneficial. Snow and ice can significantly impact road safety and traffic flow. By remotely adjusting the clearance intervals, traffic engineers can account for the reduced traction, visibility and speeds, allowing more time for vehicles to safely clear the intersection. This reduces the risk of crashes caused by vehicles sliding or losing control. Additionally, it helps maintain a smoother traffic flow, preventing congestion and ensuring that emergency vehicles can navigate the intersection more effectively.

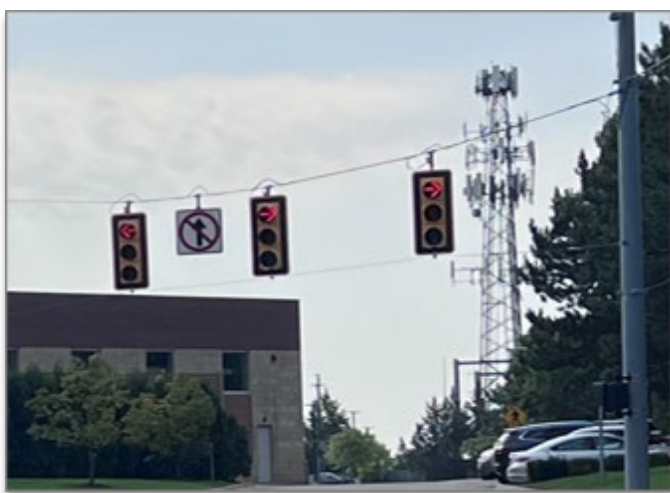
⁶ Source: <https://www.michigan.gov/mdot/news-outreach/pressreleases/2023/05/08/high-friction-surface-treatments-at-four-intersections-start-may-15>

⁷ Source: <https://jointline.co.uk/services/line-marking/high-friction-surfacing/>

TRAFFIC SIGNALS

SAFETY CONCERNS

Currently, a right turn on red from N Eton Street onto Maple Road is prohibited due to the red arrow present on the signal. However, it was observed that motorists frequently disregard the No Turn on Red. Additionally, vehicles were also observed pulling past the stop bar, attempting to turn right on red, from S Eton Street onto Maple Road. These actions can create conflicts with pedestrians who may be crossing the street, as drivers may not always yield to them. These maneuvers can also lead to collisions with other vehicles that have the right of way. Lastly, turning right on red can disrupt the flow of traffic and increase the likelihood of rear end crashes, as drivers behind may not anticipate the sudden stop or movement of the vehicle ahead. Figure 23 shows the traffic signal head present at N Eton Street as well as a vehicle observed to pull past the stop bar at S Eton Street.



No Right Turn on Red Arrows at N Eton Street



Vehicle Pulling Past the Stop Bar at S Eton Street

Figure 23 – Traffic Signal Concerns

The S Eton Street intersection has a diagonal span signal layout which poses a safety concern because this layout can limit the visibility of traffic signals for approaching drivers. Due to the presence of the railroad viaduct at the intersection, westbound drivers already may have a hard time recognizing there is a signal, and having a diagonal span signal layout increases the probability. With the signals positioned diagonally at the intersection, they are not directly aligned with the lanes they control, making it harder for drivers to see and interpret the signals correctly. This misalignment can lead to confusion and increase the risk of crashes, as drivers may miss or misinterpret the signals. Additionally, due to the diagonal span configuration, traffic signal backplates and signal tethers are not present at the intersection which help delineate the signal heads against background visuals as well as low angle sun positioning for east/west approaches. Figure 24 shows the current diagonal span configuration present at the intersection.



Figure 24 - Diagonal Span Configuration at Maple Road and S. Eton Street

Members of the audit team felt that crashes related to this safety concern would occur occasionally with low severity resulting in an overall rating of C.

Expected Crash Types:	Rear End, Angle, Non-motorized
Expected Frequency:	Occasionally
Expected Severity:	Low
Rating:	C

POTENTIAL TREATMENTS

Consider Adding a "No Turn on Red" Sign along N and S Eton Street

Adding a "No Turn on Red" sign along N Eton Street for southbound motorists and S Eton Street could significantly enhance safety and reduce confusion for drivers. One of the primary benefits is that it clearly communicates to drivers that turning on red is prohibited, which can help prevent crashes and improve the overall flow of traffic. This is particularly important at intersections such as Maple Road and Eton Street where there is a high volume of pedestrian traffic.

Additionally, along N Eton Street the current red turn arrow is not commonly known to drivers as an indication that turning on red is not allowed. By supplementing the red turn arrow with a "No Turn on Red" sign, drivers are more likely to understand and comply with the restriction, leading to a safer and more efficient intersection.

Modernize the S. Eton Street Traffic Signal

Consider updating the intersection of Maple Road and S Eton Street with the following in order to improve the safety and operation of the intersection.

Convert to Box Span

Box span layouts offer several advantages, including improved visibility, enhanced safety, reduced maintenance, and aesthetic appeal. By positioning signal heads directly above the lanes they control, box spans ensure better visibility for approaching drivers, reducing the likelihood of missed signals. This uniform alignment also helps in reducing driver confusion, thereby enhancing safety. Additionally, box span signal configurations are easier to maintain due to the simpler access to signal heads, leading to lower maintenance costs and less downtime. Lastly, box spans provide a cleaner and more organized appearance at intersections, contributing to a more pleasant driving experience, especially in urban areas.

Add Signal Backplates

Adding backplates onto traffic signals enhance the visibility of the signal heads by providing a dark background that contrasts with the bright signal lights. This contrast helps drivers to see the signals more clearly, especially in conditions where there might be background distractions such as store lights, signs, or sunlight. Backplates also help to isolate the signal face from environmental conditions that might reduce the brilliance of the light indications, ensuring that the signals are always visible to drivers. For east/west facing signals, backplates are particularly effective in mitigating sun glare, which can obscure the visibility of the signal lights during sunrise and sunset.

Update Clearance Intervals

Consider updating the clearance intervals at Maple Road and S Eton Street to enhance safety at the intersection as it will provide adequate time for vehicles to clear the intersection before conflicting traffic movements begin, reducing the likelihood of collisions. This is particularly important for larger vehicles and those making left turns, as they often require more time to clear the intersection. Additionally, updated clearance intervals can improve traffic flow by reducing the number of vehicles caught in the intersection during signal changes, which can lead to congestion and delays.

Installing LED Signal Heads

Consider installing LED signal heads at Maple Road and S Eton Street as they ensure that the signals are always visible to drivers due to their optical properties and colorless lenses. LED signal heads also provide significant energy savings compared to conventional signal heads. Additionally, they have a longer lifespan, which reduces maintenance costs.

Update Intersection Signage

The current sign at the intersection of Maple Road and S Eton Street that states “Watch for Pedestrians While Turning” is not up to code. Consider replacing that sign with the appropriate sign laid out in the MUTCD, which is shown in Figure 25.

Add Leading Pedestrian Intervals (LPIs)

As mentioned under the pedestrian treatments, consider adding Leading Pedestrian Intervals (LPIs) at both the N Eton Street and S. Eton Street signals as they enhance pedestrian safety by providing pedestrians with a head start of a few seconds before vehicles are given a green signal to proceed. This head start allows pedestrians to establish their presence in the crosswalk, making them more visible to turning vehicles and reducing the likelihood of conflicts. Additionally, LPIs can improve traffic flow by reducing the number of pedestrian-vehicle conflicts, leading to a smoother and more efficient intersection operation.

Figure 25 shows the layout of the proposed box span signal configuration at S Eton Street as well as the proposed signage to alleviate driver confusion.

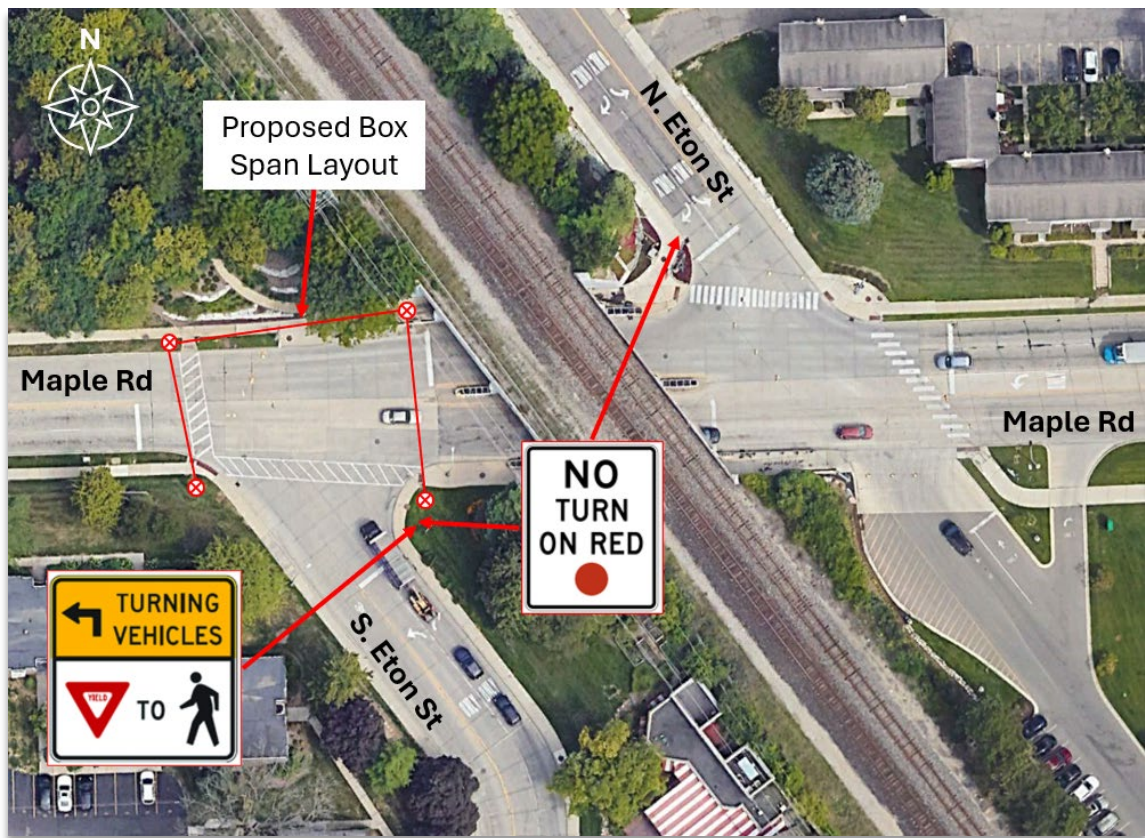


Figure 25 - Proposed Traffic Signal Treatments

FADED PAVEMENT MARKINGS

SAFETY CONCERNS

During the field review completed by the RSA team, faded pavement markings of stop bars, crosswalks, and lanes were noticed throughout the intersection of Maple Road and Eton Street. When pavement markings are not clearly visible, drivers may have difficulty identifying stop lines, pedestrian crossings, and land boundaries. This can lead to confusion and increase the likelihood of crashes, as drivers may inadvertently encroach into other lanes leading to sideswipe crashes or fail to yield to pedestrians leading to non-motorized crashes. Additionally, faded markings can reduce the effectiveness of traffic signals, as drivers rely on these markings to guide their movements. Figure 26 shows faded markings present at the intersection.



S Eton Street Westbound Stop Bar



S Eton Street Crosswalks

Figure 26 - Faded Pavement Markings at Maple Road and Eton Street

Members of the audit team felt that crashes related to this safety concern would occur occasionally with low severity resulting in an overall rating of C.

Expected Crash Types:	Rear End, Sideswipe, Non-motorized
Expected Frequency:	Occasional
Expected Severity:	Low
Rating:	C

POTENTIAL TREATMENTS

Enhanced Visibility Pavement Markings

Consider striping the intersection with retroreflective pavement markings as this technique enhances visibility and safety for drivers, especially during nighttime and low-light conditions. These markings use glass beads to reflect light from vehicle headlights back to the driver, making the markings more visible. This increased visibility helps drivers to better navigate the road, identify lane boundaries, and recognize important road features, thereby reducing the risk of crashes. Retroreflective pavement markings are particularly effective in adverse weather conditions, such as rain or fog, where visibility is often compromised. However, retroreflective markings may have difficulty adhering to concrete surfaces and may have faster wear and tear, especially if the surface is not properly prepared or if there are contaminants present.

Stakeholder feedback suggested that retroreflective pavement markings have been used throughout the city of Birmingham and have been ineffective. In this case, another solution to enhance visibility of pavement markings is to use methyl methacrylate (MMA) pavement paint. This paint is a two-component traffic paint known for its durability and longevity. It is composed of a resin and a polymer curing agent that, when mixed, create a chemical reaction resulting in a tough, long-lasting coating. The benefits of MMA paint include its excellent adhesion to various surfaces, resistance to wear and tear, and ability to maintain visibility and effectiveness in various weather conditions. Additionally, MMA paint cures quickly, allowing for minimal disruption to traffic during application. Its durability allows the paint to last up to 10 years and makes it particularly suitable for high-traffic areas and regions with frequent snow plowing, such as Michigan.

Figure 27 shows the suggested enhanced visibility pavement markings.



Retroreflective Pavement Markings⁸



Methyl Methacrylate (MMA) Pavement Markings⁹

Figure 27 - Enhanced Visibility Pavement Markings

⁸ Source: <https://pkcontracting.com/permanent-pavement-markings/>

⁹ Source: <https://www.aexcelcorp.com/blog/mma-methyl-methacrylate-two-component-traffic-paint>

Recessing

Recessing pavement markings is a technique that involves cutting grooves into the pavement to embed the markings into the pavement rather than applying them on top, as shown in Figure 28. This helps to protect the markings from wear and tear caused by snowplows, heavy traffic, and other maintenance activities. By recessing the markings, they are less likely to be scraped off or damaged, which extends their durability and effectiveness. This method also helps to maintain the retro-reflectivity of the markings, ensuring that they remain visible to drivers, especially during adverse weather conditions.

However, while this technique does help protect the pavement markings from wear and tear, it can also reduce comfort when operating a wheelchair or riding a bicycle. Additionally, recessing the pavement can become a trip hazard over time if there is frequent re-grooving. The city should consider both impacts when deciding if recessing the pavement is an appropriate treatment option.

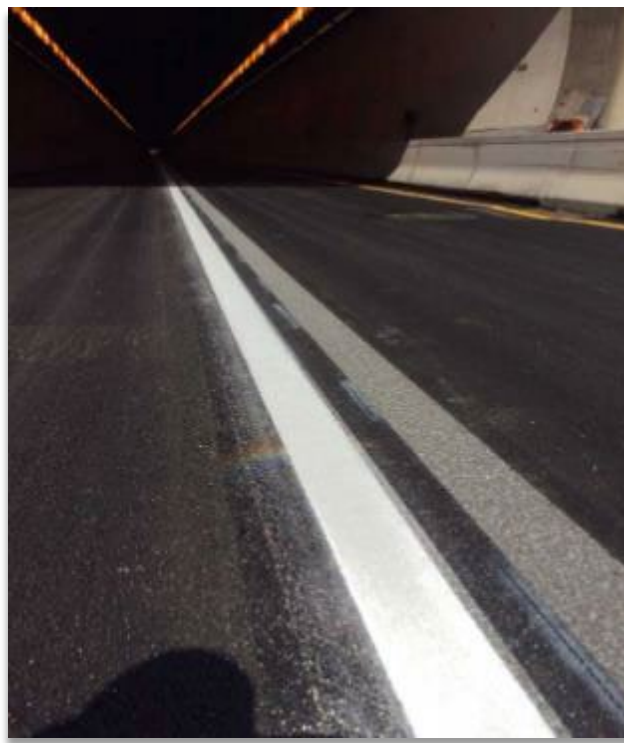


Figure 28 - Recessed Pavement Markings¹⁰

¹⁰ Source: <https://www.guidemarkinc.com/recessed-pavement-markings/>

SOUTHBOUND THROUGH MOVEMENT INTO WHOLE FOODS DRIVEWAY

SAFETY CONCERNS

At the intersection of Maple Road and N Eton Street, the southbound through movement is prohibited. This is shown at the intersection with a case sign indicating the through movement is prohibited as well as lane markings and a sign along N Eton Street indicating dedicated left and right turn lanes. However, crash reports and stakeholder feedback show motorists frequently disobey the prohibited signage and continue to make the through movement. This poses a safety issue at the intersection as it can lead to unexpected conflicts with other vehicles that are following the designated traffic patterns. Additionally, this behavior can create confusion and hesitation among other drivers, increasing the likelihood of rear end crashes as drivers may suddenly brake or swerve to avoid the unauthorized vehicles. Furthermore, unauthorized through movements can endanger pedestrians and bicyclists who rely on predictable traffic patterns to navigate intersections safely. Pedestrians crossing the street may not anticipate a vehicle making an illegal through movement, leading to potential pedestrian-vehicle collisions. Similarly, bicyclists using the sidewalk or crossing the intersection may be at risk if a vehicle unexpectedly travels straight through the intersection. Figure 29 shows the case sign, lane markings, and supplemental lane marking signage present at the intersection to indicate to motorists the movement is prohibited.



Case Sign for Prohibited Through Movement



Lane Marking and Supplemental Lane Signage

Figure 29 - Prohibited Through Movement Warnings

Members of the audit team felt that crashes related to this safety concern would occur rarely with moderate severity resulting in an overall rating of C.

Expected Crash Types:	Angle, Rear End, Non-motorized
Expected Frequency:	Rare
Expected Severity:	Moderate
Rating:	C

POTENTIAL TREATMENTS

Install Low-level Supplemental Signage

Consider installing supplemental signage that is positioned closer to the ground at the south leg of Maple Road and N Eton Street. Low-level signage is more likely to be within the driver's line of sight, especially in congested or urban areas. This positioning ensures that drivers can easily see and read the signs without having to divert their attention significantly from the road ahead. Additionally, low-level signage can enhance pedestrian safety. By being closer to the ground, these signs are also more visible to pedestrians, helping them to navigate crossings at the intersection more safely. This is especially important in areas with high foot traffic, like the intersection of Maple Road and N Eton Street, where clear and visible signage can reduce the risk of cashes and improve overall traffic flow. Figure 30 depicts the sign (R3-27) and placement of the proposed low-level signage.



Figure 30 - Proposed Low-level Signage

Add Pavement Markings to Block Through Movement

Consider adding pavement markings that extend the median visually to block motorists from making the southbound through movement. Doing so will help to prevent confusion and reduce the likelihood of motorists attempting the illegal maneuver, thus reducing crashes and traffic disruptions. Additionally, turn path markings can be added to the southbound approach further indicating that the southbound through movement is prohibited. Figure 31 depicts the proposed pavement markings.

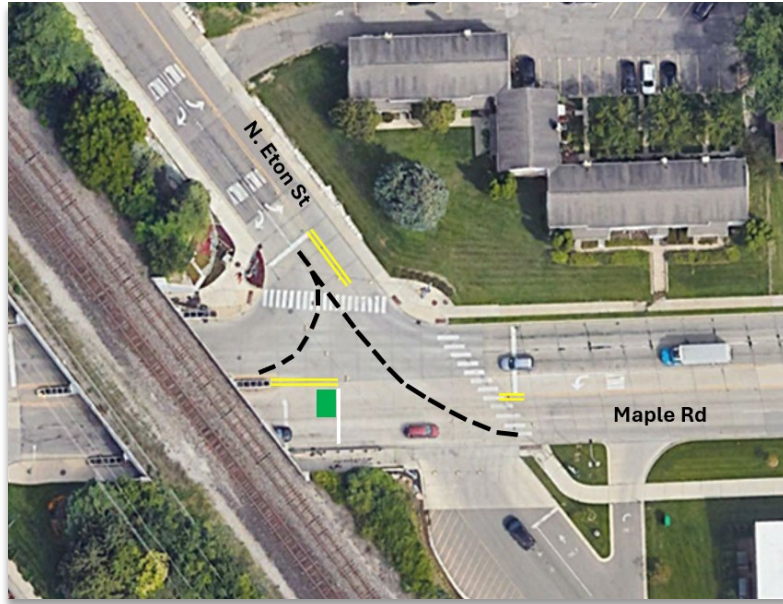


Figure 31 - Proposed Pavement Markings

Allow Through Movement by Adjusting Signal Phasing

Consider adjusting the signal timing at Maple Road and N Eton Street to allow for a southbound through movement. Since it is known that crashes have occurred due to drivers disobeying the illegal maneuver, by allowing it, conflicts can be reduced.

INSUFFICIENT ADVANCED WARNING FOR TRUCKS FROM EAST

SAFETY CONCERNS

Five-year crash report data shows there is a pattern of large semitrucks, who are travelling westbound on Maple Road, attempting to make a U-turn at the Maple Road and N Eton Street intersection to avoid passing under the railroad viaduct. As these large trucks attempt to make U-turns at the intersection, motorists, vulnerable road users, and stationary objects at the intersection are at risk of being struck. The railroad viaduct signage indicates the viaduct is 13 feet 2 inches tall which will not support a large semitruck travelling under it. Crash reports of large semitrucks attempting to make U-turns at the intersection indicates there is not enough warning for trucks to seek an alternative route before arriving at the intersection.

Members of the audit team felt that crashes related to this safety concern would occur rarely with low severity resulting in an overall rating of B.

Expected Crash Types:	Angle, Sideswipe, Non-motorized
Expected Frequency:	Rare
Expected Severity:	Low
Rating:	B

POTENTIAL TREATMENTS

Install Additional Advanced Warning Signage

Consider installing another advanced warning sign, like the ones present to the east and west of Coolidge Hwy, indicating the height of the viaduct along Maple Road for trucks travelling westbound. The proposed location of the sign is east of Mapelawn Road or Crooks Road. By installing another sign, truck drivers can be alerted earlier and repeatedly of the viaduct ahead, allowing them more time to seek an alternate route if needed and avoid having to make the dangerous U-turn maneuver at the intersection. Figure 32 depicts the proposed advanced warning signage.



Figure 32 - Proposed Advanced Warning Signage

Consider Truck Route Detour Signage

By establishing a truck detour route and installing signs to guide truckers through the route, truck drivers can be better routed on roads that can support large trucks when avoiding the railroad viaduct. This can be especially helpful to truck drivers who are unfamiliar with the area and do not know the geometry or characterizes of surrounding roads.

INTERSECTION LIGHTING

SAFETY CONCERNS

During the nighttime field review, the RSA team noted the lighting present at the intersection. Overall, the lighting was effective and functional. However, the RSA team noticed the light fixture in the northwest quadrant of N Eton Street and Maple Road was not working. Additionally, the team noticed there was no lighting present under the railroad viaduct along the roadway or along the sidewalk. Thus, the viaduct was dark when travelling under it. Lastly, it was observed that the Maple Road corridor is dark outside of the intersection influence area. Inadequate lighting poses a safety concern as it reduces the motorists visibility and makes it difficult for them to see other vehicles, pedestrians, and bicyclists increasing the risk of collisions.

Members of the audit team felt that crashes related to this safety concern would occur rarely with low severity resulting in an overall rating of C.

Expected Crash Types:	Angle, Sideswipe, Non-motorized
Expected Frequency:	Rare
Expected Severity:	Low
Rating:	B

POTENTIAL TREATMENTS

Fix the Non-working Light Fixture

The non-working light fixture located at the northwest quadrant of Maple Road and N. Eton Road can be fixed by contacting the energy company that maintains the light fixture and requesting it be fixed.

Install Pedestrian-level Lighting Along Maple Road

Consider installing low-level, pedestrian-scale lighting along the pathway on Maple Road to enhance pedestrian comfort and safety by providing adequate illumination, making it easier to see potential hazards and navigate the path safely. Additionally, low-level lighting creates a more intimate and calming atmosphere, as the light sources are positioned closer to the ground and nearer to pedestrians, rather than high above. Furthermore, low-level lighting can be decorative and visually appealing, adding aesthetic value to the sidewalk and enhancing the overall ambiance of the area.

Add Lighting Under the Viaduct

Consider installing lighting under the railroad viaduct along both the roadway and sidewalk as it can significantly enhance safety and add a decorative element to the area. Improved lighting increases visibility for both pedestrians and drivers, reducing the risk of crashes and making the space feel safer and more secure. Additionally, well-designed lighting can transform the viaduct into an attractive feature, creating a visually appealing environment that enhances the overall aesthetic of the area.

Figure 33 depicts the enhancement that installing decorative lighting under the viaduct can bring to the intersection.



Figure 33 - Decorative Viaduct Lighting¹¹

However, stakeholder feedback indicated that in the past, the railroad company that owns the viaduct has been uncooperative in getting lighting installed under the viaduct. If this remains the case, solutions such as city municipalities building their own separate structures under viaducts and installing their own lighting to their structure have been completed in the past. Figure 34 shows this solution carried out in Chicago, Illinois where a superstructure was built under a viaduct and mural panels and lighting were installed to create a visually appealing viaduct when faced with a railroad company unwilling to install lighting under the viaduct they owned.



Figure 34 – Decorative Viaduct with Mural Panels and Lighting in Chicago, Illinois¹²

¹¹ Source: https://www.ledinside.com/news/2013/6/led_lights_to_brighten_up_20130608

¹² Source: <https://chicagopublicartgroup.org/project/hyde-park-panels/>

6 SAFETY ANALYSIS

The Highway Safety Manual (HSM) introduced a science-based technical approach to incorporating safety into traditional roadway planning and safety analyses. The first edition of the HSM (2010) provides the best factual information and tools in a useful form to facilitate roadway planning, design, operations, and maintenance decisions based on precise consideration of their safety consequences. The primary focus of the HSM is the introduction and development of analytical tools for predicting the impact of transportation project and program decisions on road safety.

For this analysis, the HSM Analysis spreadsheet provided and maintained by MDOT was utilized, which allows the predicted number of crashes to be proportionally increased or decreased based on conditions in Michigan. The Urban & Suburban Signalized Intersection (MI) model was used for this analysis. Crash Modification Factors (CMF) were applied as applicable for the base conditions and proposed treatments. Given current limitations in the HSM methodology not all treatment recommendations were analyzed using the spreadsheet.

6.1 BASE CONDITIONS

An HSM analysis was completed for the intersection of Maple Road and Eton Street. For this analysis, 2023 traffic volumes and crash data from 2019 to 2023 was utilized in the evaluation.

INTERSECTION CHARACTERISTICS

The base conditions used in the analysis for Maple Road and Eton Street are as follows:

Maple Road & N Eton Street

• Type:	Urban/Suburban Intersection
• Traffic Control:	Four-way Signal
• Major/Minor AADT:	16,888/3,000
• Major/Minor Road Flow Type:	Two-way/Two-way
• Major/Minor Median Present:	Not Present/Not Present
• Intersection Lighting:	Present
• Major/Minor Number of Dedicated Through Lanes:	2/1
• Major Road Speed Limit:	35
• Right Turn on Red Status	Prohibited
• Additional CMF's used:	None

These base conditions expect a total of 2.503 crashes/year, of which 0.444 would include a fatality or injury. A review of the crash data observed an average of 3.696 total crashes/year, meaning there are 1.193 excess expected crashes/year.

Maple Road & S Eton Street

• Type:	Urban/Suburban Intersection
• Traffic Control:	Three-way Signal
• Major/Minor AADT:	16,888/5,000
• Major/Minor Road Flow Type:	Two-way/Two-way
• Major/Minor Median Present:	Not Present/Not Present
• Intersection Lighting:	Present
• Major/Minor Number of Dedicated Through Lanes:	2/0
• Major Road Speed Limit:	35
• Right Turn on Red Status:	Permitted
• Additional CMF's used:	None

These base conditions expect a total of 3.749 crashes/year, of which 0.577 would include a fatality or injury. A review of the crash data observed an average of 4.450 total crashes/year, meaning there are 0.701 excess expected crashes/year.

6.2 RECOMMENDATION OPTIONS

A summary of HSM compatible crash modification factors (CMFs) and their estimated impact on safety operations at the study intersection are provided in the Appendix A. A crash modification factor is applied to the total number of crashes to calculate the expected number of crashes after implementing a specified countermeasure. These factors are used to compare outcomes across various safety treatments, and to identify the most cost-effective measures to reduce crashes. A $CMF < 1.0$ indicates a decrease in expected crashes, and a $CMF > 1.0$ indicates an increase in expected crashes. A $CMF = 1.0$ indicates that no proven safety benefit has been determined. These factors are developed based on published studies on proven crash reduction countermeasures. Table 6 provides a consolidated summary of CMFs available for proposed treatments identified by the audit team. Several proposed treatments do not have CMFs but are still anticipated to provide positive safety benefits for the study intersection. Additionally, the following CMFs are listed individually, but packages of compatible treatments may provide additional deployment efficiencies.

Table 6 - Summary of HSM Compatible Crash Modification Factors

Proposed Treatment	Crash Type	Crash Severity	Crash Modification Factor (CMF) ¹³
<i>Install Bike Lanes</i>	Vehicle/Bicycle	All	0.8
<i>High Friction Surface Treatment (HFST)*</i>	All	All	0.653
<i>Implement Systemic Signing at Signalized Intersections ("No Turn on Red")*</i>	All	All	0.955
<i>Install Box Span Signal*</i>	All	All	0.975
<i>Install Traffic Signal Backplates</i>	Nighttime	K,A,B,C	0.902
<i>Install LED Traffic Signal Bulbs*</i>	All	All	0.982
<i>Implement Systemic Signing at Signalized Intersections ("Turning Vehicles Yield to Pedestrians")*</i>	All	All	0.955
<i>Implement Leading Pedestrian Intervals*</i>	All	All	0.9
<i>Allow Pedestrians More Crossing Time</i>	Vehicle/ Pedestrian	All	0.49
<i>Retroreflective Pavement Markings*</i>	All	All	.887
<i>Install Advanced Post Mounted Signs (Railroad Viaduct Height Ahead)*</i>	All	All	0.704

*CMF used in HSM analysis

A number of potential treatment combinations exist for the N Eton Street and S Eton Street intersections. The following analysis considers a single scenario for each intersection to help illustrate the potential benefits when implementing some of the recommended countermeasures. The expected improvements (per the HSM) are summarized in Table 7.

¹³ Crash Modification Factors Clearinghouse (www.cmfclearinghouse.org)

Maple Road & N Eton Street –

- Install “No Turn on Red” signage
- Implement leading pedestrian intervals
- Install railroad viaduct height signage
- High Friction Surface Treatment
- Retroreflective Pavement Markings

Maple Road & S Eton Street –

- Install box span signal
- Install LED traffic signal bulbs
- Install “Turning Vehicles Yield to Pedestrians” signage
- Implement leading pedestrian intervals
- High Friction Surface Treatment
- Retroreflective Pavement Markings

Table 7 – Expected Crash Frequency per the HSM

Intersection	Expected Crash Frequency (Crashes/Year)				Total Percent Reduction
	Base Conditions Expected (Fatal & Injury)	Base Conditions Expected (PDO)	Expected with CMFs Applied (Fatal & Injury)	Expected with CMFs Applied (PDO)	
N Eton Street	0.444	2.059	0.166	0.847	59.5%
S Eton Street	0.577	3.172	0.3	1.873	42.0%

The National Safety Council (NSC) calculates the cost of motor-vehicle crashes, which can be seen in Table 8.

Table 8 - 2022 NSC Crash Costs

Cost	
Fatal (K)	\$1,869,000
Incapacitating Injury (A)	\$162,000
Non-Incapacitating Injury (B)	\$42,000
Possible Injury (C)	\$26,000
No Injury (O)	\$7,100
Property Damage Only (Cost per Vehicle)	\$6,100

The weighted average cost of all motor-vehicle crashes (fatal, nonfatal injury, and property damage) using data from NSC is approximately \$41,300. This cost was applied to the expected reduction of crashes to obtain an expected benefit as shown in Table 9. The estimated implementation costs, calculated using MDOT's Weighted Average Item Price Reports, are also detailed in the benefit/cost summary.

Table 9 - Benefit-Cost Summary

Intersection	Expected Reduction in Crashes		Benefit¹⁴	Implementation Cost	Assumed Service Life (Years)	B/C
	Injury	PDO				
N Eton Street	0.278	1.212	\$61,500	\$84,200	10	6.23
S Eton Street	0.277	1.299	\$65,100	\$205,800	10	2.70

¹⁴ Based on 2022 National Safety Council Crash Cost Estimates (<https://injuryfacts.nsc.org/all-injuries/costs/guide-to-calculating-costs/data-details/>)

7 SUMMARY

The Southeast Michigan Council of Governments (SEMCOG) retained WSP to facilitate an Operational Service Road Safety Audit (RSA) at the intersection of Maple Road and Eton Street in the city of Birmingham, Michigan. The RSA was conducted primarily to review the intersection for vulnerable road user related safety considerations, as well as make suggestions for consideration before the repaving project along Maple Road planned in the coming years.

Maple Road serves as a major east-west route through the City of Birmingham and surrounding areas connecting various shops and neighborhoods. Eton Street is used as a route for local traffic and runs north-south. The intersection of Maple Road and Eton Street is uniquely shaped due to a railroad viaduct located in the intersection that separates N Eton Street from S Eton Street. Some high-level observations made during the field review include:

- Significant vulnerable road user presence
- Modernized signal at N Eton Street
- Sidewalk Facilities
- Large trucks avoid going under the viaduct, use S. Eton Street via Maple Road
- Intersection Lighting

Crash data collected from 2019 through 2023 for the intersection was obtained by the RSA team from MichiganTrafficCrashFacts.org. Supplemental data, such as UD-10 reports were also obtained. During the five-year study period, 11 possible or suspected minor injury crashes were reported out of a total of 72 reported crashes. Additionally, two crashes were pedestrian involved and both resulted in a non-incapacitating injury. Some safety concerns raised during discussions with stakeholders and identified by the audit team included:

- Vulnerable Road Users
 - No dedicated bicycle facility connection through intersection and under viaduct for Eton Street bike route
 - Obstacles within bicycle facilities
 - Obstacles for pedestrians throughout the intersection
 - Motorist turning behaviors
 - ADA compliance issues
- Inclement Weather Rear-end Crashes
 - Significant eastbound rear-end crashes on Maple Road during winter or wet road conditions
- Traffic Signals
 - Motorists disobeying prohibited traffic movements
 - Diagonal span signal layout design at S Eton Street
- Faded Pavement Markings
 - Faded stop bars, crosswalk markings, and lane markings
- Southbound Through into Whole Foods
 - Motorists disobeying the prohibited through movement from southbound N Eton Street
- Insufficient Advanced Warning for Trucks from Eastbound Maple Road
 - Crash reports show a pattern of trucks making a U-turn to avoid the viaduct
- Intersection Lighting
 - Non-working light fixture
 - Maple corridor is dark outside of the intersection area
 - Lack of lighting under the railroad viaduct

Various treatments were identified, which have been shown to have positive safety benefits and could help to reduce the potential for future crashes. These treatments are primarily focused on addressing updates to vulnerable road users, improving motorist compliance to prohibited movements, and modernizing/improving the features present at the intersection.

APPENDIX

A HSM OUTPUT

HIGHWAY SAFETY MANUAL ANALYSIS – URBAN & SUBURBAN SIGNALIZED INTERSECTION

#																									
	Major Roadway		Minor Roadway	Jurisdiction	Intersection Type		Major Road Flow Type	Minor Road Flow Type		Major AADT	Minor AADT		Major Road Median Presence	Minor Road Median Presence	Total Major Road Through Lanes (Both Directions)	Total Minor Road Through Lanes (Both Directions)	Major Road Speed Limit	Right Turn on Red Status	Lighting Presence	Major Street Left Turn Lane on all approaches	County	1997 MDOT Region	2016 MDOT Region	Economic Prosperity Region	Intersection Type
Existing Conditions	Maple Road	N. Eton Street	Birmingham	4SG	Two-Way	Two-Way	16,888	3,000	Not Present	Not Present	2	1	35	Prohibited	Present	Not Present	Oakland	Metro	Metro	Detroit Metro Prosperity Region	Metro4SG				
Existing Conditions	Maple Road	S. Eton Street	Birmingham	3SG	Two-Way	Two-Way	16,888	5,000	Not Present	Not Present	2	0	35	Permitted	Present	Not Present	Oakland	Metro	Metro	Detroit Metro Prosperity Region	Metro3SG				
Proposed Conditions	Maple Road	N. Eton Street	Birmingham	4SG	Two-Way	Two-Way	16,888	3,000	Not Present	Not Present	2	1	35	Prohibited	Present	Not Present	Oakland	Metro	Metro	Detroit Metro Prosperity Region	Metro4SG				
Proposed Conditions	Maple Road	S. Eton Street	Birmingham	3SG	Two-Way	Two-Way	16,888	5,000	Not Present	Not Present	2	0	35	Permitted	Present	Not Present	Oakland	Metro	Metro	Detroit Metro Prosperity Region	Metro3SG				
																		#N/A	#N/A	#N/A	#N/A				

				Empirical Bayes Analysis																				
				Observed Crash Frequency N _{observed} (crashes/year)							Expected Crash Frequency, N _{expected} (crashes/year) (Equation A-4 from Part C Appendix)													
				Additional CMF - 1	Additional CMF - 2	Additional CMF - 3	Additional CMF - Numeric	Multiple-Vehicle F-I Observed Crashes	Single-Vehicle F-I Observed Crashes	Multiple-Vehicle PDO Observed Crashes	Single-Vehicle PDO Observed Crashes	Motor Vehicle Only F-I Observed Crashes	Motor Vehicle Only PDO Observed Crashes	Multiple-Vehicle F-I Expected Crash Frequency	Single-Vehicle F-I Expected Crash Frequency	Motor Vehicle Only F-I Expected Crash Frequency	Multiple-Vehicle PDO Expected Crash Frequency	Single-Vehicle PDO Expected Crash Frequency	Motor Vehicle Only PDO Expected Crash Frequency	Multiple-Vehicle All-Severity Expected Crash Frequency	Single-Vehicle All-Severity Expected Crash Frequency	Motor Vehicle Only All-Severity Expected Crash Frequency	Total Expected Crashes (crashes/year)	Excess Expected Crashes (crashes/year) N _{observed} - N _{expected}
N/A (1.000)	N/A (1.000)	N/A (1.000)	1.000	0.600	0.200	4.800	0.600	0.800	5.400	0.432	0.012	NA	2.023	0.036	NA	2.455	0.049	NA	2.504	3.696				
N/A (1.000)	N/A (1.000)	N/A (1.000)	1.000	1.400	0.000	5.800	1.000	1.400	6.800	0.557	0.020	NA	3.042	0.130	NA	3.599	0.150	NA	3.750	4.450				
N/A (1.000)	N/A (1.000)		0.350	0.600	0.200	4.800	0.600	0.800	5.400	0.162	0.004	NA	0.834	0.013	NA	0.996	0.017	NA	1.013	5.187				
N/A (1.000)	N/A (1.000)	N/A (1.000)	0.477	1.400	0.000	5.800	1.000	1.400	6.800	0.290	0.010	NA	1.809	0.064	NA	2.099	0.073	NA	2.173	6.027				
								0.000	0.000	#N/A	#N/A	NA	#N/A	#N/A	NA	#N/A	#N/A	NA						



MEMORANDUM

City Manager's Office

DATE: January 8, 2025

TO: City Commission

FROM: Jana L. Ecker, City Manager

SUBJECT: 400 E. Lincoln Construction Management Services Request for Proposals

INTRODUCTION:

In November 2022, the City Commission adopted several strategic goals, one of which was to support an engaged and connected community by offering City services and amenities that enrich the lives of residents of all ages. This strategic goal included a recommendation to "create a task force to facilitate an aging in place plan, develop a plan for a permanent senior/community center to house Next senior services and to offer space for multigenerational programs, engage with youth in the community with a teen board or committee."

BACKGROUND:

In July 2023, the City purchased the YMCA building at 400 E. Lincoln to become a permanent home for Next, the City's provider of senior services. In February 2024, the City engaged NORR, LLC to conduct a facility assessment and conceptual designs for a renovation/expansion of the building. At the May 20, 2024 regular meeting, the Commission selected Kramer Management Group to act as the City's owner's representative for the project.

NORR's report laid out three options for the City Commission's review: to renovate the existing building, to renovate and expand upon the existing building, or to demolish and construct a new building. At the July 29, 2024 special meeting, the City Commission passed a resolution to demolish the existing building and to construct a new center on the site.

After determining that constructing a new building would provide residents with the best value for their investment, the City Commission considered the size of the future building, the amenities that the building should offer, and the maximum amount of money that the City should invest in the building. After extensive, detailed discussions of these issues in August, September, and October, the City Commission made a resolution at the October 28, 2024 regular meeting "to direct staff to issue the RFP for final design for a new building between 44,500 and 49,000 square feet in size, at a maximum cost of \$32 million dollars on October 31, 2024 to the three firms that were pre-qualified during the RFQ process earlier this summer."

At the December 9, 2024 regular meeting, the City Commission awarded a contract to Neumann Smith to provide architectural/engineering services for the new senior/recreation center at 400 E. Lincoln that includes preparing the final site plan, design and construction plans for the project. Following their hiring, Neumann Smith immediately began schematic design discussions with the Ad Hoc Senior/Recreation Center Committee (SCC), Next, the YMCA, and City staff.

City staff, the Kramer Management team, and the SCC recommend that the City Commission provide direction to issue the RFP for a construction manager to provide effective management of the project's schedule, cost, quality, safety, scope, and function while Neumann Smith works on the schematic design for the new building. The construction manager will actively participate in the process, lending their expertise in construction estimating and market knowledge to help the team optimize the project for the City and ultimately manage construction of a senior/recreation center. The selected firm will work closely with City staff, the Ad Hoc Senior/Recreation Center Committee, Owner's Representative, Architect Engineer, the Planning Board and the City Commission to construct the building.

With the Commission's approval, City staff proposes that the RFP for construction management services will be posted to MITN on January 15 with bids due on February 6, 2025. At the February 18 meeting, the SCC will review and discuss the bids to make a recommendation to the City Commission at the February 24, 2025 meeting.

LEGAL REVIEW:

The City Attorney has reviewed and approved of the draft RFP for construction management services for the senior/recreation center at 400 E. Lincoln.

FISCAL IMPACT:

In the RFP, bidders will be asked to provide costs for the entire project in their responses. However, the City Commission will initially only be asked to authorize the cost of the Pre-Bond Services which includes:

1. Attend test fit and conceptual design meetings to gain familiarity with the project. Construction Manager's representatives should be able to advise the owner and designer on cost, constructability, phasing and other construction related items.
2. Provide a Schematic Design Estimate and anticipated project schedule prior to seeking approval from the City Commission.
3. Support City and Architect in public bond campaign including attending public outreach meetings.

SUSTAINIBILITY:

The senior/recreation center project has the potential to include multiple sustainability components. Various building materials and/or sustainable initiatives will be considered by the final design architect and the City Commission at a later date. The costs associated with sustainable building materials and/or practices as well as LEED certification can be considered by the City Commission during the next phase of this project (final design and construction plans).

DESIGN CONSIDERATIONS:

The City has hired architectural/engineering firm, Neumann Smith, to prepare the final site plan, design and construction plans for the new senior/recreation center at 400 E. Lincoln. The construction management firm selected through the proposed RFP will work with Neumann Smith and the City's owner's representative, Kramer Management Group, to optimize the project and manage the project's construction.

PUBLIC COMMUNICATIONS:

There have been considerable public communications on this project. From the purchase of the YMCA Building in the spring of 2023 until now, the project has received media attention, attention from Next members, attention from YMCA members and attention from the general public. The City has provided the following public communications:

- Press releases
- E- Blasts
- Created a web page on the City's website dedicated to the project
- Promoted the project on the home page of the City's website
- Updates have been provided in all of the monthly City Manager's Reports as well as the City's Around Town E-Newsletters
- Updates have been provided in the City's summer and fall/winter editions of the Birmingham Beat Newsletter
- The project has been promoted on the City's social media channels including Facebook and Instagram
- Two Engage Birmingham surveys have been used to gather public sentiment about the project

- Two in-person town hall meetings were held at the YMCA and Next
- The Ad Hoc Senior/Recreation Center Committee was created and has met almost weekly since its inception. All meetings were open to the public and provided an opportunity for members of the public to speak.

Following the City Commission's approval, the RFP for construction management services for the senior/recreation center at 400 E. Lincoln will be posted to MITN.

SUMMARY:

While Neumann Smith works on the schematic design for the 400 E. Lincoln senior/recreation center project, the City should begin the RFP process to contract with a construction manager to manage the project's schedule, cost, quality, safety, scope and function. The construction manager will be expected to work closely with the City Commission, City staff, the SCC, the owner's representative, Neumann Smith, and the Planning Board throughout the project.

The Commission is asked to consider approving a resolution to direct staff to issue the RFP for construction management services on January 15 with submissions due on February 6, 2025.

ATTACHMENTS:

- RFP for Construction Manager – Draft
- December 18, 2024 Ad Hoc Senior/Recreation Center Committee meeting minutes

SUGGESTED COMMISSION ACTION:

Approve a resolution to direct staff to issue the RFP for construction management services for the new senior/recreation center at 400 E. Lincoln as recommended by the SCC on December 18, 2024.



**REQUEST FOR PROPOSAL CONSTRUCTION MANAGEMENT SERVICES FOR
BIRMINGHAM SENIOR/RECREATION CENTER**

Sealed proposals endorsed **"Construction Management Services for Birmingham Senior/Recreation Center"**, will be received at Birmingham City Hall, ATTN: City Clerk, 151 Martin Street, Birmingham, Michigan, 48009; until **Thursday, February 6, 2025 at 10:00 am EST** after which time proposals will be publicly opened and read.

The City of Birmingham, Michigan is accepting sealed proposals from Construction Management firms for support of the demolition of the existing Birmingham YMCA building and the construction of a new senior/recreation center building on the site. The project must be performed in accordance with the specifications contained in the Request for Proposal ("RFP").

The acceptance of any proposal made pursuant to this invitation shall not be binding upon the City of Birmingham until an agreement has been executed.

Submitted to Qualified Bidders: Wednesday, January 15, 2025

Deadline for Submissions: Thursday, February 6, 2025 at 10:00 am EST

Birmingham Contact Person: Jana Ecker, City Manager
151 Martin Street
Birmingham, MI 48009
Phone: 248-530-1811
Email: jecker@bhamgov.org

**REQUEST FOR PROPOSAL
CONSTRUCTION MANAGEMENT SERVICES FOR BIRMINGHAM
SENIOR/RECREATION CENTER**

Contents

REQUEST FOR PROPOSAL	2
INTRODUCTION	3
PROJECT BACKGROUND.....	3
PROJECT VISION, GOALS & OBJECTIVES	4
REQUEST FOR PROPOSAL PROCESS	5
SCOPE OF WORK.....	5
REQUIREMENTS FOR PROPOSAL	6
1. Criteria 1: Specific Project Experience.....	6
2. Criteria 2: Proposed Project Team	6
3. Criteria 3: Construction Management Work Plan	7
4. Criteria 4: Financial Proposal.....	7
FORMAT FOR PROPOSAL	9
SELECTION PROCESS	9
EVALUATION CRITERIA	10
PROJECT SCHEDULE.....	10
TERMS AND CONDITIONS.....	11
SUBMISSION PROCEDURE	11
ATTACHMENT A: Reference Materials.....	13
ATTACHMENT B: Construction Management Services.....	14
ATTACHMENT C: Fee Proposal.....	20
ATTACHMENT D: Agreement	24
ATTACHMENT E: Proposed Timeline.....	68

INTRODUCTION

For the purpose of this request for proposal, the City of Birmingham will hereby be referred to as "the City" and the private firm or person(s) responding will hereby be referred to as "Contractor." The City is accepting sealed proposals to provide Construction Management Services for the redevelopment of existing property located at 400 East Lincoln in the City of Birmingham, referred to as "the Project". This work must be performed as specified, in accordance with the specifications and the compressed timeline contained in this Request for Proposal ("RFP").

During the evaluation process, the City reserves the right to request additional information or clarification from contractors, or to allow corrections of errors or omissions. At the discretion of the City, contractors submitting proposals may be requested to make oral presentations as part of the evaluation.

PROJECT BACKGROUND

The City of Birmingham purchased the Birmingham YMCA building, located at 400 East Lincoln, Birmingham, MI in June 2023. The City purchased the building as a permanent home for Next, a 501(c)(3) organization that provides senior services to residents of Birmingham, Bingham Farms, Beverly Hills, and Franklin. Also contemplated in the purchase was the additional space that would not be used by Next would allow for the current YMCA to continue to have a presence in the building and/or other public use, such as community or recreational uses and/or office space for City Parks and Recreation personnel. The goal is to provide a new home for Next and the YMCA in a new building at 400 East Lincoln by March 2027.

The Project property is located immediately north of the City owned St. James Park and an existing public parking lot, and is surrounded by single family residential, multi-family residential and small scale commercial buildings. All future construction and improvements to the site should be compatible with the surrounding neighborhood and integrated with St. James Park. The Project property contains approximately 1.52 acres, and is currently zoned PP, Public Property.

The City, through a previous RFP, contracted with an architectural firm, NORR, LLC to conduct a needs assessment of the existing building, develop a preliminary space program and provide conceptual design alternatives with estimates. The City also formed an Ad Hoc Senior/Recreation Committee to assist City Staff and the City Commission to formalize a plan moving forward on the Project. The needs assessment assisted the City Commission with the decision to demolish the existing building and to build a new facility. Previous reports, studies and the conceptual design alternatives reviewed by the City are included in the attachments to this RFP.

The City contracted with a professional owner's representative, Kramer Management Group, to serve as an extension of the City to protect the City's interests throughout the development process. The owner's representative will oversee and coordinate all phases of the project to ensure that the project is completed on time and within budget. The owner's representative will

also provide ongoing communication between the City and hired consultants, project managers, and/or construction managers and assist with resolution of any issues that arise. The City Commission will provide final approval on all design and construction plans.

The City has contracted with Architectural/Engineering Firm, Neumann/Smith Architecture, to develop design and construction documents for estimating, planning and bidding by this Contractor.

PROJECT VISION, GOALS & OBJECTIVES

The City has adopted a vision statement for the Project:

Vision Statement:

Create a welcoming and dynamic hub where all the members of the community can gather in an environment that promotes socialization, physical activity and lifelong learning that enhance both personal and community wellness.

The City has adopted the following goals and objectives for the Project:

Goals:

1. Develop a plan for an open, welcoming, adaptable active senior/community facility with flexibility for current and future uses.
2. Integrate the design and use of the senior/community center with St. James Park.
3. Ensure safe and accessible design of the building(s) and site for users of all ages and abilities.
4. Incorporate sustainable concepts, design and materials, when practical, to reduce environmental impact.
5. Complete design and construction of a new or renovated facility and site on time and within the established budget.

Objectives:

1. Create a permanent home for Next.
2. Support Next in providing a wide range of programs and services.
3. Provide community gathering spaces (indoors and outdoors).
4. Provide a facility that promotes the provision of health, fitness, and recreation programming for the community.
5. Design a facility that encourages social interaction and emotional enrichment for the community.
6. Design a facility that promotes multigenerational programming opportunities and lifelong learning.

The adopted vision statement will guide the Contractor in preparing final design and construction plans for the Project. Contractors will be expected to present creative concepts for the final design and construction plans that incorporate the Project goals and objectives.

REQUEST FOR PROPOSAL PROCESS

The selected Contractor will provide construction management services to actively participate in the process, lending their expertise in construction estimating and market knowledge to help the team optimize the project for the City and ultimately manage construction of a senior/recreation center. The selected firm will work closely with City staff, the Ad Hoc Senior/Recreation Center Committee, Owner's Representative, Architect Engineer, the Planning Board and the City Commission to construct the building. The Contractor will be required to meet with City staff and attend board and City Commission meetings in person when the Project is on the agenda for Construction. Upon acceptance of Guaranteed Maximum Price (GMP) by the City Commission and issuance of a building permit, the selected Contractor will perform construction management services working closely with the City of Birmingham and the City's Owner Representative until the completed building has received a Certificate of Occupancy and the warranty process is completed.

Questions are to be directed to Jana Ecker by email to jecker@bhamgov.org by **Thursday, January 23, 2025**. Responses will be provided to all bidders on Monday, January 27, 2024.

All proposal responses must be received by the City Clerk no later than February 6, 2025 at 10:00 a.m. EST. Submission requirements and guidelines are detailed below.

SCOPE OF WORK

The Contractor selected under this RFP shall be considered as the Construction Manager for the project throughout all phases of design and construction. Generally, the scope of the CM services will ultimately include all Pre-Construction, Construction, Commissioning, and Close-out responsibilities for the completion of the Project in its entirety, including but not limited to the scope of services outlined in the Agreement, and the general elements summarized below.

The Construction Manager will be engaged initially for validation and refinement of initial Programming, Master Planning, Conceptual Design, Building System Narratives, Preliminary Site Plan Development, Schematic Design and Schematic Cost Estimate to establish the project budget for all program elements. It is critical the estimate can be prepared in accordance with schedule. This work is identified as Pre Bond Services and is to support effort of review for the City Commission and education for public in support of bond vote. Contract will only be issued for value of Pre Bond Services. With a successful bond the vote the balance of contract will be added as a "Change Order" consistent with the RFP response.

After a successful bond vote, as part of the Basic Services, the CM shall provide full construction management services for the project including:

- Building Structure, Architecture, Enclosure, Mechanical, Plumbing, Electrical, Security Systems, IT/Low Voltage Systems, Plumbing, and Landscaping for Senior Recreation Building Site.
- Connection to underground and overhead utilities, and adjacent parking lots, and sidewalks
- Perform LEED coordination to assist in ensuring the project is ultimately certified as LEED Silver

Generally, the scope of the Contractor's services required in this proposal shall include all construction management services required to construct project. Expectations of required deliverables are outlined in Attachment B.

The project will be designed to meet at least LEED Silver certification from the United States Green Building Council (USGBC) and use creative approaches to minimize environmental impacts, including stormwater mitigation and alternative energy options.

The City of Birmingham will engage any commissioning, 3rd party testing, and quality assurance service providers directly. The Contractor will be responsible for coordinating effort with, but not services of, such vendors.

REQUIREMENTS FOR PROPOSAL

Contractor shall carefully read the information contained in the following criteria and submit a response to all questions in this section, formatted as directed in the Format for Proposal section below. Provide the following information in A3 Format:

1. Criteria 1: Specific Project Experience

- a. Demonstrated expertise and experience in municipal government facilities including pool construction. Identify experience in utilizing an integrated design approach. Identify experience in supporting municipalities in public bond voting.
- b. Respondent must list and describe a minimum of five (5) projects demonstrating the Respondent's past experience for providing Construction Management Services on projects similar in size and composition to the proposed Senior Recreation Center.
- c. Provide the following information for each project listed:
 - Project name and Owner's name and Point of Contact/Reference.
 - Construction Type (New and/or Renovation) and Contract delivery method (GC, CM at Risk, Design/Build etc.).
 - Architect/Engineer of Record and Point of Contact/Reference.
 - Project Size (number of square feet, separate new from renovation).
 - Technical Scope of Services provided for the Project.
 - Duration of Construction Phase from Mobilization to Substantial Completion.
 - Project Budget (Initial Budget, Final Budget, % Variance).
 - Identify proposed team members who worked on these projects and their specific roles.
 - Relevance of experience to this Project.

2. Criteria 2: Proposed Project Team

- a. Provide the Key Personnel you propose for this project, including principal or project executive, project manager, superintendent, project engineer(s), and preconstruction staff. Additional A3s may be attached with concise resumes for the proposed team members. Describe in detail the recent relevant experience of each team member related to the projects provided in Criteria 1 that make them ideal

candidates for the project. Project team members shall have expertise in Municipal Facilities, and projects that utilized LEAN and Sustainable techniques.

- b. Provide a staffing organizational chart outlining the authority and communication lines between them.
- c. List representative projects and the role of the Key Personnel.
- d. Provide a matrix of the Projects in Section 1 and the staff proposed in this Criteria.
- e. Clearly state team availability to meet defined Project schedule requirements.

3. Criteria 3: Construction Management Work Plan

- a. The Owner desires to execute this project as efficiently as possible and with a focus on the early Integration of all Project Team Members with the goal to achieve operational excellence in LEAN process improvement.
- b. In particular, demonstrate your approach to supporting the City and design partner in bond vote effort.
- c. Describe your firm's approach to preconstruction phase services, construction phase services, and trade contract procurement, including utilization of any design assist partners and early trade involvement.
- d. Demonstrate your ability to collaboratively influence the design of the project through accurate and timely cost information, not only at structured cost estimate milestones.
- e. Provide an outline of how you will implement Lean principles on this project during the planning, design, and construction phase. Include examples of past implementations and include any innovative technology or techniques your firm intends to utilize on this project.
- f. Provide a high-level design and construction schedule showing milestones when information is needed from the Owner.
- g. Identify techniques you are using to address the current economic and supply chain volatility while delivering transformative buildings per schedule and on budget.
- h. Describe your process for developing and ensuring trade contractor interest within the current competitive market.

4. Criteria 4: Financial Proposal

- a. Using the level of effort work plan provided, (Exhibit "C"), indicate proposed fees to complete the work as defined on the worksheet. Include billing rates for all personnel who will work on this project along with estimated hours for each and breakdown of General Conditions for construction. Submit as PDF of provided spreadsheet.
- b. Lump Sum Value for Schematic (Pre-Bond) Design Phase Services.
- c. Pre-Construction Services and Allowable Reimbursable Expenses (see below). Pre-Construction Services will be provided during the balance of the design (Design Development through Construction Documents).

- d. Guaranteed Maximum Price for Bidding and Construction phase CM Labor and typical office/staff General Conditions. General Conditions shall be limited to only those costs required to perform Construction Management Services including all temporary office facilities, supplies, portable toilets for CM staff, and any other costs related to providing the construction management services outlined in the Agreement. All other trade-related General Conditions/General Requirements shall be competitively bid through purchase orders or trade contracts and considered as a Cost of the Work.
- e. Construction Manager's Fee communicated as a percentage of the Cost of the Work based on an approximate construction cost of \$24M.
- f. Proposed cost for CM performance, labor, and material bonds communicated as a percentage of the estimated Cost of the Work, if required.
- g. Proposed cost for all CM required insurances as outlined in the Agreement communicated as a percentage of the estimated Cost of the Work. This includes but is not limited to General Liability, Workers Compensation, Professional Liability, Pollution Liability, and any temporary facility rental insurance.
- h. If a third-party subcontract default insurance is proposed, provide such cost as an itemized line item in this section. Otherwise clarify how subcontract risk management is captured in the total project cost.
- i. Provide a proposed cost for Builder's All Risk policy for the entire project. Describe the responsibility of payment for the deductible in the event of a claim.
- j. Provide the breakdown of all staffing positions and related hourly billable costs in the electronic form included with this RFP for the Project Initiation Phase, the pre-construction phase, and construction phase of the project, along with the associated reimbursable General Conditions expenses. Provide the response in both printed and electronic form. Be certain to include and identify staffing positions and related hourly billable costs for Project Closeout. Hourly rates should include all equipment required by the individual (i.e. cell phone, laptop, vehicles (if applicable), subsistence (if applicable), technology software/fees, etc). Identify any costs not included in the hourly rates for staff.
- k. Specify whether the fee covers all services outlined in this RFP. Proposals should list any items excluded from the services proposed. Proposals should also list those services that should be made a part of this scope of work but were not requested by the City. In the latter case, provide a proposed fee(s) for those services.
- l. Identify a line item for estimated reimbursable expenses that are to be included in the total project cost. List and define any other assumed fees, including specialty consultants. Total ALL expenses and hours for the project. The City will not be responsible for math errors made by the vendor.

Potentially Acceptable Reimbursables

- a. The hourly rates, unit prices, or lump sum amounts include all costs associated with the project, unless pre-approved by the City. The City has established limits on acceptable reimbursables from professional service consultants. Without regard to

the consultant's policies and practices, the City will accept as reimbursable costs only items pre-approved by the City. Approved reimbursables will be paid at actual costs, with no markup or multiplier. Respondents should consider these restrictions in preparing their responses.

Unacceptable Reimbursables

- a. Costs beyond those identified above as potentially acceptable reimbursables (pending pre-approval) are prohibited for reimbursement and are included in the labor or unit price rates. Examples of unacceptable reimbursable costs include, but are not limited to:
 - i. Vehicle charges, vehicle rentals, or per diem rates
 - ii. Transportation to or from the consultant's office and the City
 - iii. Parking at the City
 - iv. Telephone, computer, printing, software, license fees, and internet service
 - v. Shipping or handling fees

FORMAT FOR PROPOSAL

The City is using A3's for succinct decision making. The document allows more concise communication of the requested information. Respondents have the discretion to organize the information for each of the criteria on the A3's in the best manner to demonstrate their qualifications, provided it responds to all data requested.

Proposals shall be prepared simply and economically, providing a straightforward, concise description of the Contractor's ability to meet the requirements of this RFP. Respondents shall carefully read the information contained in this RFP and submit a complete response to all requirements and questions in the order presented. Incomplete proposals will be considered non-responsive and subject to rejection. All proposals and accompanying information submitted in response to this RFP shall become the property of the City.

SELECTION PROCESS

Following a review of the proposals submitted in response to the RFP, the City may establish a list of Contractors that will be extended an invitation to participate in an interview with the Ad Hoc Senior/Recreation Committee and/or the City Commission to discuss their suitability for the Project. The agreement included as Attachment D is the required agreement that will be used between the City and the Contractor selected under the RFP and must be signed and submitted with proposal. Failure to return a signed agreement will be deemed a non-response to the RFP.

During the evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarification from Contractors, or to allow corrections of errors or omissions. At the discretion of the City, firms or persons submitting proposals may be requested to make public presentations as part of the evaluation process.

EVALUATION CRITERIA

The City will utilize the following criteria to evaluate each Contractor's proposal:

Selection Criteria	Score
Criteria 1: Specific Experience with projects of similar nature, size and scope	25
Criteria 2: Proposed Project Team, Organization and Structure	25
Criteria 3: Construction Management Work Plan	25
Criteria 4: Financial Proposal	25
Available Scoring Points in Total:	100

PROJECT SCHEDULE

The overall Project schedule consists of a standard design, bid, and construction process ultimately resulting in anticipated occupancy in May 2027. Schematic design effort currently under way to finalize program and inform public prior to May 2025 bond vote. Based on successful bond vote design to continue with construction documents complete by end of September 2025. Construction is scheduled to start in December 2025 with substantial completion by March 2027.

Please see Attachment E for the proposed timeline for the Project. The proposed selection schedule for Contractors is as follows:

Anticipated Submittal & Review Process

Request for Proposals to Bidders
Questions from Bidders
Submittal date for RFP
City Commission Interviews of Contractors
Award of Contract
Schematic Design (SD)
Schematic Design Budget Estimate
SD Review and City Commission Approval
Design Development (DD)
DD Review and City Commission Approval
Construction Plans Completed for Bidding
CD Review and Final City Commission Approval
Construction Procurement
Construction Manager present GMP for Approval
Construction (12-15 Months)
Building Turnover

Target Date

Jan. 15, 2025
Jan. 23, 2025
Feb. 6, 2025
Feb. 24, 2025
Feb. 24, 2025
Dec. 9 – Mar. 17, 2025
Mar. 26, 2025
Mar. 18 – Apr. 22, 2025
May 7 – July 2, 2025
July 3 – July 31, 2025
Aug. 1 – Sept. 26, 2025
Sept. 29 – Oct. 17, 2025
Oct. 20 – Nov. 21, 2025
December 8, 2025
Dec. 2025 – Dec. 2026(Mar. 2027)
May 31, 2027

TERMS AND CONDITIONS

1. The City reserves the right to reject any or all proposals received at any time during this process, waive informalities, or accept any qualifications in whole or in part, it deems best.
2. The City makes no representations of any kind that an award will be made as a result of this RFP, or subsequent RFPs.
3. The City reserves the right to request clarification of information submitted and to request additional information of one or more Contractors.
4. Any response may be withdrawn up until the date and time set above for the submission and opening of the proposals. Any proposal not so withdrawn shall constitute an irrevocable offer, for a period of one hundred and twenty (120) days, to provide the services set forth in accordance with the specifications outlined in this RFP.
5. The Contractor will not exceed the timelines established for the completion of this Project.
6. The cost of preparing and submitting a proposal is the responsibility of the Contractor and shall not be chargeable in any manner to the City.

SUBMISSION PROCEDURE

Three (3) hard copies and one (1) PDF copy on a thumb drive of the proposal shall be submitted no later than 10:00 a.m., on February 6, 2025 to:

**City of Birmingham
Attn: City Clerk
151 Martin Street
Birmingham, Michigan 48009**

Submittals should be firmly sealed in an envelope, which shall be clearly marked on the outside, "Request for Proposal – Senior/Recreation Center Project". Any proposal received after the due date cannot be accepted and will be rejected and returned, unopened, to the proposer. Proposer may submit more than one submittal provided each proposal meets the functional requirements of this RFP.

Submittal must include proposal and signed copies of Attachment C, Fee Proposal and Attachment D, Birmingham Senior/Recreation Center Construction Management Agreement.

Each respondent shall include in their submittal the following information: Firm name, address, city, state, zip code, telephone number, fax number and website address. The company shall also provide the name, address, telephone number and e-mail address of an individual in their organization to whom notices and inquiries by the City should be directed as part of their proposal.

The City of Birmingham reserves the right, at its sole discretion, to reject any or all submittals when, in its opinion, it is determined to be in the public interest to do so; to waive minor irregularities and informalities of a submittal; or to cancel, revise, or extend this solicitation. This

RFP does not obligate the City of Birmingham to pay any costs incurred by any respondent in the submission of a proposal or in making necessary studies or designs for the preparation of that proposal, or for procuring or contracting for the services to be furnished under this RFP.

ATTACHMENT A: Reference Materials

TBD based on Work of AE

ATTACHMENT B:
Construction Management Services

The CM shall provide various preconstruction services, leading to the development of an acceptable Guaranteed Maximum Price (GMP) up to maximum of \$24 Million and shall furnish all labor, materials, equipment, project management and construction superintendent services to construct the Work.

The City intends that the relationship between the CM, Design Professional, Owner Representative and City staff function in the spirit of mutual cooperation and respect in order to promote efficiency and cooperation between all parties.

For further clarification of the General Responsibilities described in Scope of Work in the RFP, and the Agreement, the following items have been identified to describe in more detail the required Scope of Work for the CM. They shall not be interpreted to be inclusive of all services or obligations of the CM and are meant to augment and clarify the services required in the Agreement and in keeping with the Standard of Care expected of professional Construction Managers. No other construction service provider shall be retained by the Owner for the Work and as such the CM shall be responsible for all work required to complete the Project as intended. The CM shall be responsible for all Planning, Procurement and Construction Work required, complying with the Contract Documents and the Agreement, other than for those responsibilities specifically excluded or noted as to be provided by others. All CM costs to complete the project must be provided in the Financial Proposal.

The Architect and CM selected for this project will be required to produce the following **Schematic Design Phase** deliverables as part of their scope of work for the project: For Context: The goal of the Schematic Design Phase is for the project team (Architect and Construction Manager) to develop a schematic design and milestone schedule for the Project, and based on such schematic design and milestone schedule, the budget for the Project. The schematic design prepared by the Architect and approved by the Owner is referred to herein as the "Schematic Design". The milestone schedule prepared by the Construction Manager and approved by the Owner is referred to herein as the "Milestone Schedule", and the budget prepared by the Construction Manager and approved by the Owner is referred to herein as the "Project Budget".

Pre-Bond Phase Responsibilities:

1. Attend test fit and conceptual design meetings to gain familiarity with the project. Construction Manager's representatives should be able to advise the owner and designer on cost, constructability, phasing and other construction related items.
2. Provide a Schematic Design Estimate and anticipated project schedule prior to seeking approval from the City Commission.
3. Support City and Architect in public bond campaign including attending public outreach meetings.

Pre-Construction Phase Responsibilities:

1. Provide all pre-construction phase services commencing with Design Development. Provide detailed cost estimates at the completion of Design Development.
2. Perform constructability reviews and provide comments and recommendations as design develops. Provide pricing and evaluation of design and construction options as necessary to allow the owner and designer to make informed choices to meet the design and budgetary needs of the project.

3. Provide insight into construction market trends and analysis of the industry climate. This analysis will assist team with incorporating this knowledge into the design.
4. Provide assistance with commissioning planning to optimize the performance of the building systems.
5. Perform additional cost estimates and value analysis/value engineering services including life cycle cost analysis necessary to ensure the Owner can make well informed design decisions in keeping with the Owner's approved budget.
6. Provide detailed cash flow summaries as may be required for Owner's financial planning.
7. Provide a procurement plan that identifies any required early purchase items to avoid possible delays in sequencing or construction.
8. Coordinate with the local municipalities and utility providers for extensions and expansions for water, electric, steam, sewer and gas. Coordinate with the Owner's fiber and telecommunications vendors for any rough in required for all such services on site and provide such rough in as part of the Work. Attend meetings and coordinate with each Utility or Service Provider on the scope and schedule of all utility work required to complete the project in accordance with the CM's schedule. Include the costs of any such work in all preconstruction cost estimates, and update costs to date and pending changes throughout all phases of the project.
9. Receive final technical specifications and construction documents from Architect and prepare bid packages for procurement of all equipment, labor and services required for a complete project. All bid packages must be established to allow for the maximum competitive benefit to the Owner. Where possible, create bid packages appropriate to allow for involvement of locally available trade contractors and labor. Manage procurement responsibilities in accordance with the requirements of the Owner. Where Design Assist (i.e. Steel, HVAC, Plumbing, Electrical) trade contracts are recommended, provide the Owner with justification for such recommendation in sufficient time to review and authorize such action.
10. Complete all Prequalification of bidders for the project.
11. Provide proposed trade contractor bidders lists to Owner prior to release of bid packages. Actively recruit and solicit qualified bidders to ensure that no less than 3 bids are received for each solicited category.
12. Procure Design/Build trade contracts for select items of work as specified in the Contract Documents such as for Fire Protection Systems.
13. Work with the Architect to develop project specific Division 00 and Division 01 front-end specifications and scope of work assignments for all subcontracted work, and submit to Owner and Architect for review, comment and approval prior to issuing for bids. Provide all trade contract bidding scope of work assignments to Owner at least 2 weeks prior to release for review and approval.
14. Prepare and maintain a comprehensive total project budget (with maximum of \$32 Million) including Owner direct costs related to the Project in a format accessible by the Owner. Report must include all costs incurred to date, along with all projected costs to complete, including pending changes. Provide updates monthly.
15. Provide and Maintain schedules. Provide updates on a Monthly basis.
16. Permits- include all permits including but not limited to building, domestic water, etc. Provide for the costs of all permits in estimates and provide payment for all permits as a reimbursable expense under the Agreement. Manage the timeline for submittal of all

permit documents and coordinate with Owner and Architect for delivery of all required submittal documents as required to support the project schedule.

Construction and Contract Management

1. Provide overall management and control of the entire Project Site including all perimeter security and site logistics as required. Include management of any off-site parking, offices, and/or material storage locations.
2. Attend design meetings to gain familiarity with the project. The Construction Manager's representatives should be able to advise the owner and designer on cost, constructability, phasing and other construction related items as an integrated member of the project delivery team.
3. Provide detailed cost estimates at the completion of Construction Document phase of the project, and reconcile all budget discrepancies prior to advancement to each subsequent phase with the Owner and Architect. Prior to bidding any trade contract scope of work, present the estimate for such bid category to the Owner for use in the subsequent evaluation of bids. Estimate to be structured in accordance to the ASTM Unifomat II Standard Classification for Building Elements and Related Sitework.
4. Provide full-time, on-site project manager(s), superintendent(s) and/or project engineer(s) for coordination and supervision of the construction project. Retain same persons for duration of the project unless otherwise approved by the owner.
5. Provide additional support personnel such as site administrative assistants, safety managers, scheduler, accountants, senior project management, technology support, etc, as needed for the successful management of the project.
6. Provide active day-to-day management of logistics, subcontractor coordination and dispute resolution, early problem identification and intervention, security, materials storage and staging, and other site issues typically managed by a traditional general contractor.
7. The Construction Manager shall take, transcribe and promptly distribute to all parties, including the City staff, minutes of progress meetings with the Trade Contractors, weekly job meetings and monthly management meetings, within 72 hours.
 - a. Conduct weekly trade contractor coordination meetings and publish meeting minutes for the meetings.
 - b. Conduct bi-weekly Owner, Architect, Contractor meetings and publish meeting minutes for the meetings.
8. Coordinate the receipt, handling, storage, and installation of the Owner's Furnished Equipment, and typical FFE items. Coordinate all site logistics, scheduled delivery, and other related tasks required for the proper handling of such items. Coordinate with Owner's representatives for all FFE and Technology items. Deliveries that require the use of the Owner's loading dock and/or elevators must be coordinated in advance. Delivery routes through the occupied facility must be confirmed prior to arrival.
9. Manage the erection and installation and start up and commissioning of all equipment and systems as required.
10. The Construction Manager shall provide and maintain a correct layout of the structures and monitor the Work to verify that all lines and levels are adhered to by the Trade Contractors. The Construction Manager shall immediately report in writing all discrepancies with respect to design details for prompt disposition by the Design Professional.

11. Temporary construction facilities and services including interior security measures.
12. Always maintain site and facilities in a clean and orderly state in accordance with City ordinances.
13. Provide all equipment, tools, construction materials and craft labor until all testing is complete.
14. Provide site specific safety plan for the project and provide a designated Safety Officer for the Project. Provide notification to Owner of all safety incidents and provide copy of all reports to owner within two days of submitting reports pursuant to MIOSHA requirements.
15. Maintain as-built documentation of all systems monthly and provide final copy at completion of the Project.
16. Coordinate owner direct contractors, including but not limited to:
 - a. Commissioning Agent
 - b. Third Party Material Testing and Air Balancing
 - c. FFE
17. Provide formal monthly status reports to the owner documenting the following:
 - a. Project Status Summary
 - b. Project Engineering Update (RFI's & Submittals)
 - c. Safety and QC Updates
 - d. Schedule Updates
 - e. Project Issues
 - f. Cost Summary
 - g. Photos
18. Develop and administer a project specific quality control plan. Provide quality control services and enforcement of quality standards for all construction activities to assure compliance with design documents and specifications, including but not limited to:
 - a. Shop fabrication inspections and reporting, as required
 - b. Material and equipment receiving inspections and reporting
 - c. Construction installations and workmanship, certifications and reporting as specified
 - d. Start-up testing and commissioning compliance and reporting

Close Out and Turnover

1. Coordinate all closeout requirements including all subcontractors, vendors and equipment suppliers.
2. The Construction Manager further agrees to complete 100% of all punchlist items, documented on the Substantial Completion certificate, within forty-five (45) days of the date of Substantial Completion.
3. Include a project walk-through and review 10 months after completion to identify any warranty issues that need to be addressed.
4. Coordinate with the owner and locksmith for all final keying and master key schedules for all doors and hardware.
5. Provide all Owner Training and Documentation required for proper turnover of all systems including O&M Manuals and special instructions.

6. The Contractor unconditionally guarantees the Work under this Contract to be in conformance with the Contract Documents and to be and remain free of defects in workmanship and materials not inherent in the quality required or permitted for a period of **two (2) years** from the date of Substantial Completion. By this guarantee the Contractor, Trade Contractors, and Subcontractors agree, within their respective guarantee periods, to repair or replace any Work, together with any adjacent Work which may be displaced in so doing which is not in accordance with the requirements of the Contract or which is defective in its workmanship or material, all without any expense whatsoever to the City. The Contractor shall be responsible for the coordination of all such guarantee work performance or repairs.
7. Assemble final operations and maintenance manuals. Provide One (1) final bound set of all operations and maintenance manuals, and one consolidated and organized electronic file copy in an efficiently organized format suitable for ease of use by the Owner. Incorporate O&M information into final BIM documentation.
8. Maintain project closeout logs and project documentation and assemble into organized files for final transfer to Owner. Include one clean copy of all final approved shop drawings and material submittals for the Project along with As-Built documents.
9. The Construction Manager is responsible for turning over a fully functional, clean, and occupant ready site to the City by the agreed-upon project turnover date.

ATTACHMENT C: Fee Proposal

Proposals must be received no later than: **Thursday, February 6, 2025 at 10:00am EST. Respondents must use this page as "Criteria 4: Financial Proposal" in their RFP response.**

Respondents must complete the Fee Proposal Worksheet, Fee Proposal Labor Rate Schedule and GC Reimbursable Costs on the following pages and include PDF with submission.

The undersigned Bidder states that this proposal is made in conformity with the RFP and agrees that, in the event of any discrepancies or differences between any conditions of their proposal and the RFP, the provisions of the latter shall prevail. No verbal or written agreements or understandings considered or entered into prior to signing of a contract shall be binding after the signing of the contract unless incorporated in the contract.

The undersigned Bidder certifies that this proposal is made in good faith, without collusion or connection with any other person or persons submitting proposals for the work.

Company Name:
Signature:
Name:
Title:
Date:

Financial Proposal Worksheet

FIRM NAME

Proposed Cost

Guaranteed Maximum Pre Bond Services		
Preconstruction Phase CM Labor Services (from tab 2)		\$ -
Sub-Total GMP PreBond Phase Labor		\$ -

Guaranteed Maximum Preconstruction Phase Services		
Preconstruction Phase CM Labor Services (from tab 2)		\$ -
Preconstruction Phase Reimbursable Expenses (from tab 3)		-
Sub-Total GMP Precon Phase Labor		\$ -

Guaranteed Maximum Construction Phase CM Labor and GC's		
Bidding/Construction Phase CM Labor Costs (from tab 2)		\$ -
Construction Phase CM General Conditions Costs (from tab 3)		-
Sub-total GMP Construction Phase Labor		\$ -
Total Pre-Construction and Construction Phase Labor/GC's		\$ -

Proposed CM Fee		
Construction Management Fee as % of the Cost of Work %		
Proposed CM Percentage-Based Expenses		
Construction Management performance, labor and material bonds %		
Construction Management Insurances %		
Subcontractor Default Insurance %		

PRE-BOND LABOR

Personnel/Name	Function	Hourly Rate	Proposed Hours	Total Proposed Cost
	Project Exec.	\$0	1	\$0
	Sr. Proj. Mgr.	\$0	1	\$0
	Proj. Mgr. 1	\$0	1	\$0
	Pre-Con Mgr.	\$0	1	\$0
	Estimator	\$0	1	\$0
	Scheduler	\$0	1	\$0
	Add/Delete as needed	\$0	1	\$0
Subtotal PreBond Labor Costs			7	\$0

PRE-CONSTRUCTION LABOR

Personnel/Name	Function	Hourly Rate	Proposed Hours	Total Proposed Cost
	Project Exec.	\$0	1	\$0
	Sr. Proj. Mgr.	\$0	1	\$0
	Proj. Mgr. 1	\$0	1	\$0
	Pre-Con Mgr.	\$0	1	\$0
	Estimator	\$0	1	\$0
	Scheduler	\$0	1	\$0
	Add/Delete as needed	\$0	1	\$0
Subtotal Preconstruction Labor Costs			7	\$0

CONSTRUCTION PHASE LABOR

Personnel/Name	Function	Hourly Rate	Proposed Hours	Total Proposed Cost
	Project Exec.	\$0	1	\$0
	Sr. Proj. Mgr.	\$0	1	\$0
	Proj. Mgr. 1	\$0	1	\$0
	Project Engineer	\$0	1	\$0
	BIM Coordinator	\$0	1	\$0
	Scheduler	\$0	1	\$0
	Safety	\$0	1	\$0
	Add/Delete as needed	\$0	1	\$0
Subtotal Construction Phase Labor Costs			8	\$0

CM General Conditions/Reimbursables	QTY.	UNIT	UNIT PRICE	TOTAL COST
Preconstruction Phase				
Item	0	ea	\$0	\$0
item				\$0
item				\$0
Subtotal Preconstruction Phase GC/Reimbursables				\$0

Construction Phase	QTY.	UNIT	UNIT PRICE	TOTAL COST
item				\$0
item				\$0
item				\$0
item				\$0
item				\$0
item				\$0
item				\$0
item				\$0
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item				\$0
item				\$0
item				\$0
item				\$0
item				\$0
Subtotal Construction Phase GC/Reimbursables				\$0

ATTACHMENT D:
Birmingham Senior/Recreation Center Construction
Management Services Agreement



ConsensusDocs®
BUILDING A BETTER WAY

**ConsensusDocs 500
STANDARD AGREEMENT AND GENERAL CONDITIONS BETWEEN OWNER AND
CONSTRUCTION MANAGER (Where the CM is At-Risk)**



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Blue Boxes: Instructions for fields that may or may not be required for a complete contract.
Green Boxes: Provide general instructions or ConsensusDocs Coalition Guidebook comments, which can be found at www.ConsensusDocs.org/guidebook.

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CONTENT SECURE ID: 1D12E971-D9C1

ConsensusDocs 500

STANDARD AGREEMENT AND GENERAL CONDITIONS BETWEEN OWNER AND CONSTRUCTION MANAGER (Where the CM is At-Risk)

TABLE OF ARTICLES

1. AGREEMENT
2. GENERAL PROVISIONS
3. CONSTRUCTION MANAGER'S RESPONSIBILITIES
4. OWNER'S RESPONSIBILITIES
5. SUBCONTRACTS
6. TIME
7. COMPENSATION AND GUARANTEED MAXIMUM PRICE
8. COST OF THE WORK
9. CHANGES
10. PAYMENT
11. INDEMNITY, INSURANCE, AND BONDS
12. SUSPENSION, NOTICE TO CURE, AND TERMINATION
13. DISPUTE MITIGATION AND RESOLUTION
14. MISCELLANEOUS
15. CONTRACT DOCUMENTS

ARTICLE 1 AGREEMENT

This Agreement is made this [] day of [] in the year [], by and between the

OWNER, City of Birmingham

and the

CONSTRUCTION MANAGER, []

for construction and services in connection with the following

PROJECT Senior/Recreation/Community Center

Design Professional is Neumann Smith.

ARTICLE 2 GENERAL PROVISIONS

2.1 PARTIES' RELATIONSHIP Each Party agrees to act on the basis of mutual trust, good faith, and fair dealing, and perform in an economical and timely manner. The Parties shall each endeavor to promote harmony and cooperation among all Project participants.

2.1.1 Construction Manager represents that it is an independent contractor and that it is familiar with the type of Work it is undertaking.



2.1.2 Neither Construction Manager nor any of its agents or employees shall act on behalf of or in the name of Owner except as provided in this Agreement unless authorized in writing by Owner's Representative.

2.2 ETHICS Each Party shall perform with integrity. Each shall: (a) avoid conflicts of interest, and (b) promptly disclose to the other Party any conflicts that may arise. Each Party warrants that it has not and shall not pay or receive any contingent fees or gratuities to or from the other Party, including its agents, officers, employees, Subcontractors, Subsubcontractors, Suppliers, or Others to secure preferential treatment.

2.3 DESIGN PROFESSIONAL Owner, through its Design Professional, shall provide all architectural and engineering design services necessary for the completion of the Work excluding, however, (a) design services delegated to Construction Manager in accordance with §3.17, and (b) services within the construction means, methods, techniques, sequences, and procedures employed by Construction Manager, its Subcontractors, and Subsubcontractors in connection with their construction operations.

2.4 Owner shall obtain from Design Professional either a license for Construction Manager and Subcontractors to use the design documents prepared by Design Professional or ownership of the copyrights for such design documents, and shall indemnify and hold harmless Construction Manager against any suits or claims of infringement of any copyrights or licenses arising out of the use of the design documents for the Project.

2.5 DEFINITIONS

2.5.1 "Agreement" means this ConsensusDocs 500 Standard Agreement and General Conditions Between Owner and Construction Manager, as modified, and exhibits and attachments made part of this agreement upon its execution.

2.5.1.1 The following attached attachments are a part of this Agreement:

RFP issued January 15, 2025

Attachment A: Reference Materials.

Attachment B: Construction Management Services.

Attachment C: Fee Proposal

Attachment E: Proposed Timeline

2.5.2 "Business Day" means all Days, except weekends and official federal or state holidays where the Project is located.

2.5.3 A "Change Order" is a written order signed by the Parties after execution of this Agreement, indicating changes in the scope of the Work, the GMP and Date of Substantial Completion or Date of Final Completion, including substitutions proposed by Construction Manager and accepted by Owner.

2.5.4 The "Contract Documents" consist of (a) this Agreement; (b) documents listed in §15.1 as existing contract documents; (c) drawings, specifications, addenda issued and acknowledged before execution of this Agreement; (d) information furnished by Owner pursuant to §3.15.4, and (e) Change Orders, Interim Directives, and amendments issued in accordance with this Agreement.

2.5.5 "Contract Time" is the period between the Date of Commencement and the total time authorized to achieve Final Completion.

2.5.6 "Cost of the Work" means the costs and discounts specified in ARTICLE 8.



2.5.7 The "Construction Manager" is the person or entity identified in ARTICLE 1 and includes Construction Manager's Representative.

2.5.8 "Date of Commencement" is as set forth in §6.1.

2.5.9 "Day" means a calendar day.

2.5.10 "Defective Work" is any portion of the Work that that does not conform with the requirements of the Contract Documents.

2.5.11 "Design Professional" means the licensed architect or engineer, and its consultants, retained by Owner to perform design services for the Project.

2.5.12 "Final Completion" occurs on the date when Construction Manager's obligations under this Agreement are complete and accepted by Owner and final payment becomes due and payable. This date shall be confirmed by a Certificate of Final Completion signed by the Parties.

2.5.13 "Guaranteed Maximum Price" is the not-to-exceed Contract Sum amount that is guaranteed by the Construction Manager, subject to additions and deductions and other provisions of the Contract Documents expressly stating an obligation of the Owner to pay the Construction Manager under the circumstances defined in such provisions. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

2.5.14 "Hazardous Material" is any substance or material identified now or in the future as hazardous under the Law, or any other substance or material that may be considered hazardous or otherwise subject to statutory or regulatory requirement governing handling, disposal, or cleanup.

2.5.15 "Interim Directive" is a written order containing change to the Work directed by Owner pursuant to §9.2 and that is signed by Owner after execution of this Agreement and before Substantial Completion.

2.5.16 "Law" means federal, state, or local laws, ordinances, codes, rules, and regulations applicable to the Work with which Construction Manager must comply that are enacted as of the Agreement date.

2.5.17 "Others" means Owner's other: (a) contractors/constructors, (b) suppliers, (c) subcontractors, subsubcontractors, or suppliers of (a) and (b); and others employed directly or indirectly by (a), (b), or (c) or any by any of them or for whose acts any of them may be liable.

2.5.18 "Overhead" means (a) payroll costs, burden, and other compensation of Construction Manager's employees in Construction Manager's principal and branch offices; (b) general and administrative expenses of Construction Manager's principal and branch offices including charges against Construction Manager for delinquent payments, and costs related to the correction of defective work; and (c) Construction Manager's capital expenses, including interest on capital used for the Work.

2.5.19 "Owner" is the person or entity identified in ARTICLE 1.

2.5.20 The "Owner's Program" is an initial description of Owner's objectives, including budgetary and time criteria, space requirements and relationships, flexibility and expandability requirements, special equipment and systems, site requirements, and any requirements for phased occupancy.



2.5.21 The "Parties" are collectively Owner and Construction Manager.

2.5.22 The "Project," as identified in ARTICLE 1, is the building, facility, or other improvements for which Construction Manager is to perform Work under this Agreement. It may also include construction by Owner or Others.

2.5.23 The "Schedule of the Work" is the document prepared by Construction Manager that specifies the dates on which Construction Manager plans to begin and complete various parts of the Work, including dates on which information and approvals are required from Owner.

2.5.24 "Subcontractor" is a person or entity retained by Construction Manager as an independent contractor to provide the labor, materials, equipment, or services necessary to complete a specific portion of the Work. The term Subcontractor does not include Design Professional or Others.

2.5.25 "Substantial Completion" of the Work, or of a designated portion, occurs on the date when the Work is sufficiently complete in accordance with the Contract Documents so that Owner may occupy or utilize the Work, or a designated portion, for the use for which it is intended, without unapproved disruption. The issuance of a certificate of occupancy is not a prerequisite for Substantial Completion if the certificate of occupancy cannot be obtained due to factors beyond Construction Manager's control. This date shall be confirmed by a certificate of Substantial Completion signed by the Parties.

2.5.26 A "Subsubcontractor" is a person or entity who has an agreement with a Subcontractor or another subsubcontractor or Supplier to perform a portion of the Subcontractor's Work or supply material or equipment.

2.5.27 A "Supplier" is a person or entity retained by Construction Manager to provide material or equipment for the Work.

2.5.28 "Terrorism" means a violent act, or an act that is dangerous to human life, property, or infrastructure, that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion. Terrorism includes, but is not limited to, any act certified by the United States government as an act of terrorism pursuant to the Terrorism Risk Insurance Act, as amended.

2.5.29 "Work" means the construction and administrative and management services necessary or incidental to fulfill Construction Manager's obligations for the Project in accordance with and reasonably inferable from the Contract Documents. The Work may refer to the whole Project or only a part of the Project if work is also being performed by Owner or Others.

2.5.30 "Worksite" means the area of the Project location as identified in ARTICLE 1 where the Work is to be performed.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

3.1 GENERAL RESPONSIBILITIES

3.1.1 Construction Manager shall provide all labor, materials, equipment, and services necessary to complete the Work, all of which shall be provided in full accord with the Contract Documents and reasonably inferable from the Contract Documents.



3.1.2 Construction Manager represents that it is an independent contractor and that it is familiar with the type of work required by this Agreement.

3.1.3 Unless the Contract Documents instruct otherwise, Construction Manager shall be responsible for the supervision and coordination of the Work, including the construction means, methods, techniques, sequences, and procedures utilized. When following construction means, methods, techniques, sequences, or procedures instructed by the Contract Documents, Construction Manager is not liable to Owner for damages resulting from compliance with such instructions, unless (a) Construction Manager recognized and (b) failed to timely report to Owner any error, inconsistency, omission, or unsafe practice that it discovered in such requirements.

3.1.4 Construction Manager shall perform Work only within locations allowed by the Contract Documents, Law, and applicable permits.

3.2 CONSTRUCTION PERSONNEL AND SUPERVISION

3.2.1 Construction Manager shall provide competent supervision for the performance of the Work. Before commencing the Work, Construction Manager shall notify Owner in writing of the name and qualifications of its proposed superintendent(s) and project manager, so Owner may review the individual's qualifications. If, for reasonable cause, Owner refuses to approve the individual, or withdraws its approval after once giving it, Construction Manager shall name a different superintendent for Owner's review.

3.2.2 Construction Manager shall be responsible to Owner for acts or omissions of Parties or entities performing portions of the Work for or on behalf of Construction Manager or any of its Subcontractors.

3.2.3 Construction Manager shall permit only fit and skilled persons to perform the Work. Construction Manager shall enforce safety procedures, strict discipline and good order among persons performing the Work. If Owner determines that a particular person does not follow safety procedures, or is unfit or unskilled for the assigned work, Construction Manager shall immediately reassign the person on receipt of Owner's written notice to do so.

3.2.4 CONSTRUCTION MANAGER'S REPRESENTATIVE Construction Manager's authorized representative is [____]. Construction Manager's Representative shall possess full authority to receive instructions from Owner and to act on those instructions. If Construction Manager changes its representative or their authority, Construction Manager shall immediately notify Owner in writing.

3.3 PRE-BOND SERVICES The Pre-Bond Services under this section are included in Construction Manager's work.

3.3.1 CONCEPTUAL DESIGN Attend test fit and conceptual design meetings to gain familiarity with the project. Construction Manager's representatives should be able to advise the owner and designer on cost, constructability, phasing and other construction related items.

3.3.2 SCHEMATIC DESIGN ESTIMATE Provide a Schematic Design Estimate and anticipated project schedule prior to seeking approval from the City Commission.

3.3.3 BOND SUPPORT Work with City and Architect in public campaign to educate about project including attending informational meetings.

3.4 PRECONSTRUCTION SERVICES The Preconstruction Services under this section are included in Construction Manager's work.



3.4.1 PRELIMINARY EVALUATION Construction Manager shall provide a preliminary evaluation of Owner's Program and report such findings to Owner and Design Professional.

3.4.2 CONSULTATION Construction Manager shall schedule and attend regular meetings with Owner and Design Professional. Construction Manager shall consult with Owner and Design Professional regarding site use and improvements and the selection of materials, building systems, and equipment. Construction Manager shall provide recommendations on construction feasibility; actions designed to minimize adverse effects of labor or material shortages; time requirements for procurement, installation, and construction completion; and factors related to construction cost, including estimates of alternative designs or materials.

3.4.3 SCHEDULE OF THE WORK When Project requirements have been sufficiently identified, Construction Manager shall prepare a preliminary Schedule of the Work for Design Professional's review and Owner's approval. Construction Manager shall coordinate and integrate the Schedule of the Work with the services and activities of Owner, Construction Manager, Design Professional, and the requirements of governmental entities. As design proceeds, Construction Manager shall update the Schedule of the Work to indicate proposed activity sequences, durations, or milestone dates for such activities as receipt and approval of pertinent information, issuance of the drawings and specifications, the preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long-lead-time procurement, Owner's occupancy requirements and estimated date of Substantial Completion of the Project. If Schedule of the Work updates indicate that milestone dates contained in prior Schedules of the Work will not be met, Construction Manager shall notify and make recommendations to Owner. If the Project is to be completed in phases, Construction Manager shall make recommendations to Owner and Design Professional regarding the phased issuance of the drawings and specifications.

3.4.4 ESTIMATES

3.4.4.1 When schematic design documents have been completed by Design Professional and approved by Owner, Construction Manager shall prepare for the review of Design Professional and approval of Owner, a more detailed budget with supporting data. During the preparation of the design development documents or documents of comparable detail, Construction Manager shall update and refine this estimate at appropriate intervals agreed upon by The Parties.

3.4.4.2 When design development documents or documents of comparable detail have been completed by Design Professional and approved by Owner, Construction Manager shall prepare a further detailed estimate with supporting data for review by Design Professional and approval by Owner. During the preparation of the drawings and specifications, Construction Manager shall update and refine this estimate at appropriate intervals agreed upon by the Parties.

3.4.4.3 When construction documents or documents of comparable detail have been completed by Design Professional and approved by Owner, Construction Manager shall prepare a further detailed estimate with supporting data for review by Design Professional and approval by Owner. During the preparation of the drawings and specifications, Construction Manager shall update and refine this estimate at appropriate intervals agreed upon by the Parties.

3.4.4.4 If any estimate submitted to Owner exceeds previously approved estimates, Construction Manager shall notify and make recommendations to Owner.



3.4.5 CONSTRUCTION DOCUMENT REVIEW Construction Manager shall review the drawings and specifications in an effort to identify potential constructability problems that could impact Construction Manager's ability to perform the Work in an expeditious and economical manner. Construction Manager shall issue a report to Design Professional and Owner for their review and action as appropriate. In addition, Construction Manager shall promptly report to Owner and Design Professional any errors or omissions which it discovers in the drawings and specifications.

3.4.6 TEMPORARY FACILITIES Construction Manager shall make recommendations regarding temporary construction facilities, equipment, materials, and services for common use by Construction Manager, its Subcontractors, Subsubcontractors, and Suppliers.

3.4.7 LONG-LEAD-TIME ITEMS Construction Manager shall recommend to Owner and Design Professional a schedule for procurement of long-lead-time items which will constitute part of the Work as required to meet the Schedule of the Work. Construction Manager shall help expedite the delivery of long-lead-time items.

3.4.8 SOLICITATION OF SUBCONTRACTORS AND SUPPLIERS Construction Manager shall seek to develop Subcontractor interest in the Project and shall furnish to Owner and Design Professional a list of possible subcontractors from whom proposals may be requested for each principal portion of the Work. Owner shall promptly reply in writing to Construction Manager if Owner or Design Professional know of any objection to a subcontractor. Owner may designate specific persons or entities from whom Construction Manager shall solicit bids.

3.4.9 EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION Construction Manager shall consult with Owner regarding equal employment opportunity and affirmative action programs.

3.4.10 CONSULTANTS Construction Manager shall assist Owner in selecting, retaining, and coordinating the professional services of a surveyor, testing laboratories, and special consultants as needed.

3.4.11 PERMITS Construction Manager shall assist Owner in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by Construction Manager.

3.4.12 OTHER PRECONSTRUCTION SERVICES Construction Manager shall provide such other preconstruction services as are agreed upon by the Parties and identified in an attached exhibit to this Agreement.

3.5 GUARANTEED MAXIMUM PRICE (GMP)

3.5.1 At such time as the Parties agree the drawings and specifications are sufficiently complete, Construction Manager shall prepare and submit to Owner in writing a GMP. The GMP proposal shall include the sum of the estimated cost of the Work, Construction Manager's Fee, the clarifications and assumptions upon which it is based, allowances, and reasonable contingencies, but shall not include compensation for Preconstruction Services. Construction Manager does not guarantee any specific line item provided as part of the GMP, but agrees that it will be responsible for paying all costs of completing the Work which exceed the GMP, as adjusted in accordance with this Agreement. The Guaranteed Maximum Price shall be the sum of the following amounts:

3.5.1.1 Cost of the Work, based on amounts of subcontracts and purchase orders approved by the Owner under Article 5; amounts for Self-Performed Work, if any, approved by the Owner under 5.2.4, and other Costs of the Work as defined in Article 8;



3.5.1.2 The Guaranteed Maximum Among of personnel costs, based on Hourly Billing Rates set forth in Exhibit X hereto necessarily incurred by the Construction Manager in the performance of the Contract, not to exceed the maximum amount for personnel cost of (\$.00) Dollars;
3.5.1.3 Guaranteed Maximum General Conditions Cost in the amount of (\$.00) Dollars, based on the approved schedule and the line item breakdown of such Guaranteed Maximum General Conditions Cost set forth in Exhibit X;
3.5.1.4 Construction Manager's Fee, calculated by multiplying the sum of the amounts under Subpart 3.4.1.1 through 3.4.1.3 above by (%) ;
3.5.1.5 GMP Contingency (as defined in Section 7.6 hereof) in the amount of (\$.00) Dollars; plus
3.5.1.6 Allowance amount for cost incurred by the Construction Manager for permits, insurance, and bonds required to be provided by the Construction Manager under the Contract Documents.

3.5.2 BASIS OF GUARANTEED MAXIMUM PRICE Construction Manager shall include with the GMP proposal a written statement of its basis, which shall include:

3.5.2.1 a list of the drawings and specifications, including all addenda, which were used in preparation of the GMP Proposal;

3.5.2.2 a list of allowances and a statement of their basis;

3.5.2.3 a list of the assumptions and clarifications made by Construction Manager in the preparation of the GMP Proposal to supplement the information contained in the drawings and specifications;

3.5.2.4 the Date of Substantial Completion or the Date of Final Completion upon which the proposed GMP is based, and the Schedule of Work upon which the Date of Substantial Completion or the Date of Final Completion is based;

3.5.2.5 a schedule of applicable alternate prices;

3.5.2.6 a schedule of applicable unit prices;

3.5.2.7 a statement of any work to be self-performed by Construction Manager.

3.5.3 Construction Manager shall meet with Owner and Design Professional to review the GMP. If Owner or Design Professional discovers any inconsistencies, inaccuracies, or omissions in the information presented, they shall promptly notify Construction Manager, who shall make appropriate adjustments to the GMP. Owner shall then give prompt written approval of the GMP.

3.5.4 Owner shall cause Design Professional to revise the drawings and specifications to the extent necessary to reflect the clarifications, assumptions, and allowances on which the GMP is based. Revised drawings and specifications shall be furnished to Construction Manager in accordance with the current Schedule of the Work, unless otherwise agreed by Owner, Construction Manager, and Design Professional. Construction Manager shall promptly notify Owner and Design Professional if the revised drawings and specifications are inconsistent with the GMP's clarifications, assumptions, and allowances.

3.5.5 If the Contract Documents are not complete at the time the GMP proposal is submitted to Owner, Construction Manager shall provide in the GMP for further development of the Contract Documents. Such further development does not include changes in scope, systems, kinds and quality



of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Document.

3.5.6 If this Agreement is executed before establishment of the Guaranteed Maximum Price and its acceptance by Owner, then the GMP and its basis shall be set forth in Amendment 1.

3.5.7 Allowances shall include the costs of materials, supplies, and equipment delivered to the Worksite less applicable trade discounts and including requisite taxes, unloading and handling at the Worksite, and labor and installation, unless specifically stated otherwise. Construction Manager's overhead and profit for the allowances shall be included in the GMP, but not in the allowances. The GMP shall be adjusted by Change Order to reflect the actual costs when they are greater than or less than the allowances.

3.5.8 FAILURE TO ACCEPT THE GMP PROPOSAL Unless Owner accepts the GMP Proposal in writing on or before the date specified in the GMP Proposal for such acceptance and so notifies Construction Manager, the GMP Proposal shall not be effective. If Owner fails to accept the GMP Proposal, or rejects the GMP Proposal, Owner shall have the right to:

3.5.8.1 suggest modifications to the GMP Proposal. If such modifications are accepted in writing by Construction Manager, the GMP Proposal shall be deemed accepted in accordance with §3.4.6;

3.5.8.2 direct Construction Manager to proceed on the basis of reimbursement as provided in ARTICLE 7 and ARTICLE 8 without a GMP, in which case all references in this Agreement to the GMP shall not be applicable; or

3.5.8.3 terminate the Agreement for convenience in accordance with §12.4. In the absence of a GMP the Parties may establish a Date of Substantial Completion or a Date of Final Completion.

3.5.9 PRE-GMP WORK Before Owner's acceptance of the GMP Proposal, Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work, except as provided in this Agreement or as Owner may specifically authorize in writing.

3.6 WORKMANSHIP

3.6.1 The Work shall be executed in accordance with the Contract Documents in a workmanlike manner. All materials used in the Work shall be furnished in sufficient quantities to facilitate the proper and expeditious execution of the Work and shall be new except as otherwise provided in the Contract Documents.

3.7 COOPERATION WITH WORK OF OWNER AND OTHERS

3.7.1 Owner may perform work at the Worksite directly or by Others. Any agreements with Others to perform construction or operations related to the Project shall include provisions pertaining to insurance, indemnification, waiver of subrogation, consequential damages, coordination, interference, cleanup, and safety that are substantively the same as the corresponding provisions of this Agreement.

3.7.2 If Owner elects to perform work at the Worksite directly or by Others, the Parties shall coordinate the activities of all forces at the Worksite and agree upon fair and reasonable schedules and operational procedures for Worksite activities. Owner shall require each separate contractor to cooperate with Construction Manager and assist with the coordination of activities and the review of



construction schedules and operations. The GMP or the Date of Substantial Completion or the Date of Final Completion may be equitably adjusted in accordance with this Agreement, for changes resulting from the coordination of construction activities, and the Schedule of the Work shall be revised accordingly.

3.7.3 With regard to the work of Owner and Others, Construction Manager shall (a) proceed with the Work in a manner that does not hinder, delay, or interfere with the work of Owner or Others or cause the work of Owner or Others to become defective; (b) afford Owner or Others reasonable access for introduction and storage of their materials and equipment and performance of their activities; and (c) coordinate Construction Manager's Work with theirs.

3.7.4 Before proceeding with any portion of the Work affected by the construction or operations of Owner or Others, Construction Manager shall give Owner prompt, written notification of any defects Construction Manager discovers in their work which will prevent the proper execution of the Work. Construction Manager's obligations in this subsection do not create a responsibility for the work of Owner or Others, but are for the purpose of facilitating the Work. If Construction Manager does not notify Owner of defects interfering with the performance of the Work, Construction Manager acknowledges that the work of Owner or Others is not defective and is acceptable for the proper execution of the Work. Following receipt of written notice from Construction Manager of defects, Owner shall promptly issue an Interim Directive informing Construction Manager what action, if any, Construction Manager shall take with regard to the defects.

3.8 CONTRACT DOCUMENT REVIEW AND ADMINISTRATION

3.8.1 Before commencing the Work, Construction Manager shall examine and compare the drawings and specifications with information furnished by Owner that are considered Contract Documents, relevant field measurements made by Construction Manager, and any visible conditions at the Worksite affecting the Work.

3.8.2 Should Construction Manager discover any errors, omissions, or inconsistencies in the Contract Documents, Construction Manager shall promptly report them to Owner. It is recognized, however, that Construction Manager is not acting in the capacity of a licensed design professional, and that Construction Manager's examination is to facilitate construction and does not create an affirmative responsibility to detect defects or to ascertain compliance with a Law. Following receipt of written notice from Construction Manager of defects, Owner shall promptly inform Construction Manager what action, if any, Construction Manager shall take with regard to the defect.

3.8.3 Construction Manager shall have no liability for errors, omissions, or inconsistencies discovered under this section, unless Construction Manager knowingly fails to report a recognized problem to Owner.

3.8.4 Construction Manager may be entitled to additional costs or time because of clarifications or instructions growing out of Construction Manager's reports described in this §3.7.

3.8.5 Nothing in §3.7 shall relieve Construction Manager of responsibility for its own errors, inconsistencies, or omissions.

3.8.6 **COST REPORTING** Construction Manager shall maintain complete, accurate, and current records that comply with generally accepted accounting principles and calculate the proper financial management under this Agreement. Construction Manager shall maintain a complete set of all books and records prepared or used by Construction Manager with respect to the Project. Owner shall be afforded access to all of Construction Manager's records, books, correspondence, instructions,



drawings, receipts, vouchers, memoranda, and similar data relating to this Agreement. Construction Manager shall preserve all such records for a period of three years after the final payment or longer where required by Law.

3.8.6.1 Construction Manager agrees to use reasonable skill and judgment in the preparation of cost estimates and Schedule of the Work, but does not warrant or guarantee their accuracy.

3.9 MATERIALS FURNISHED BY OWNER OR OTHERS

3.9.1 If the Work includes installation of materials or equipment furnished by Owner or Others, it shall be the responsibility of Construction Manager to examine the items so provided and thereupon handle, store, and install the items, unless otherwise provided in the Contract Documents, with such skill and care as to provide a satisfactory and proper installation. Loss or damage due to acts or omissions of Construction Manager shall be the responsibility of Construction Manager and may be deducted from any amounts due or to become due Construction Manager. Any defects discovered in such materials or equipment shall be reported at once to Owner. Following receipt of written notice from Construction Manager of defects, Owner shall promptly inform Construction Manager what action, if any, Construction Manager shall take with regard to the defects.

3.10 TESTS AND INSPECTIONS

3.10.1 Construction Manager shall schedule all required tests, approvals, and inspections of the Work or portions thereof at appropriate times so as not to delay the progress of the Work or other work related to the Project. Construction Manager shall give proper notice to all required Parties of such tests, approvals, and inspections. If feasible, Owner and Others may timely observe the tests at the normal place of testing. Except as provided in §3.9.3, Owner shall bear all expenses associated with tests, inspections, and approvals required by the Contract Documents which, unless otherwise agreed to, shall be conducted by an independent testing laboratory or entity retained by Owner. Unless otherwise required by the Contract Documents, required certificates of testing, approval, or inspection shall be secured by Construction Manager and promptly delivered to Owner.

3.10.2 If Owner or appropriate authorities determine that tests, inspections, or approvals in addition to those required by the Contract Documents will be necessary, Construction Manager shall arrange for the procedures and give timely notice to Owner and Others who may observe the procedures. Costs of the additional tests, inspections, or approvals are at Owner's expense except as provided in the subsection below.

3.10.3 If the procedures described in the two subsections immediately above indicate that portions of the Work fail to comply with the Contract Documents due to the negligence of Construction Manager, Construction Manager shall be responsible for costs of correction and retesting.

3.11 WARRANTY

3.11.1 Construction Manager warrants that all materials and equipment furnished under the Construction Phase of this Agreement will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. At Owner's request, Construction Manager shall furnish satisfactory evidence of the quality and type of materials and equipment furnished. Construction Manager further warrants that the Work shall be free from material defects not intrinsic in the design or materials required in the Contract Documents. Construction Manager's warranty does not include remedies for defects or damages caused by normal wear and tear during normal usage, use for a purpose for which the Project was not intended, improper or insufficient maintenance, modifications performed by Owner or others, or abuse.



Construction Manager's warranty shall commence on the Date of Substantial Completion of the Work, or of a designated portion.

3.11.2 With respect to any portion of Work first performed after Substantial Completion, Construction Manager's warranty obligation shall be extended by the period of time between Substantial Completion and the actual performance of the later Work.

3.11.3 To the extent products, equipment, systems, or materials incorporated in the Work are specified and purchased by Owner, they shall be covered exclusively by the warranty of the manufacturer. There are no warranties which extend beyond the description on the face of any such warranty. For such incorporated items, ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED

3.11.4 Construction Manager shall obtain from its Subcontractors and Suppliers any special or extended warranties required by the Contract Documents. Construction Manager's liability for such warranties shall be limited to the one-year correction period referred to in the section immediately below. After that period Construction Manager shall provide reasonable assistance to Owner in enforcing the obligations of Subcontractors or Suppliers for such extended warranties.

3.12 CORRECTION OF WORK WITHIN TWO YEARS

3.12.1 If before Substantial Completion or within two years after the date of Substantial Completion of the Work any Defective Work is found, Owner shall promptly notify Construction Manager in writing. Unless Owner provides written acceptance of the condition, Construction Manager shall promptly correct the Defective Work at its own cost and time and bear the expense of additional services required for correction of any Defective Work for which it is responsible. If within the one-year correction period Owner discovers and does not promptly notify Construction Manager or give Construction Manager an opportunity to test or correct Defective Work as reasonably requested by Construction Manager, Owner waives Construction Manager's obligation to correct that Defective Work as well as Owner's right to claim a breach of the warranty with respect to that Defective Work.

3.12.2 With respect to any portion of Work first performed after Substantial Completion, the one-year correction period shall commence when that portion of the Work is substantially complete. Correction periods shall not be extended by corrective work performed by Construction Manager.

3.12.3 If Construction Manager fails to correct Defective Work within a reasonable time after receipt of written notice from Owner before final payment, Owner may correct it in accordance with Owner's right to carry out the Work. In such case, an appropriate Change Order shall be issued deducting the cost of correcting the Defective Work from payments then or thereafter due Construction Manager. If payments then or thereafter due Construction Manager are not sufficient to cover such amounts, Construction Manager shall pay the difference to Owner.

3.12.4 Construction Manager's obligations and liability, if any, with respect to any Defective Work discovered after the one-year correction period shall be determined by the Law. If, after the one-year correction period but before the applicable limitation period has expired, Owner discovers any Work which Owner considers Defective Work, Owner shall, unless the Defective Work requires emergency correction, promptly notify Construction Manager and allow Construction Manager an opportunity to correct the Work if Construction Manager elects to do so. If Construction Manager elects to correct the Work it shall provide written notice of such intent within fourteen (14) Days of its receipt of notice from Owner and shall complete the correction of Work within a mutually agreed timeframe. If Construction Manager does not elect to correct the Work, Owner may have the Work corrected by



itself or Others, and, if Owner intends to seek recovery of those costs from Construction Manager, Owner shall promptly provide Construction Manager with an accounting of the actual correction costs.

3.12.5 If Construction Manager's correction or removal of Defective Work causes damage to or destroys other completed or partially completed work or existing building, Construction Manager shall be responsible for the cost of correcting the destroyed or damaged property.

3.12.6 The one-year period for correction of Defective Work does not constitute a limitation period with respect to the enforcement of Construction Manager's other obligations under the Contract Documents.

3.12.7 Before final payment, at Owner's option and with Construction Manager's agreement, Owner may elect to accept Defective Work rather than require its removal and correction. In such cases the GMP shall be equitably adjusted for any diminution in the value of the Project caused by such Defective Work.

3.13 CORRECTION OF COVERED WORK

3.13.1 Upon issuance of an Interim Directive, Work that has been covered without a requirement that it be inspected before being covered may be uncovered for Owner's inspection. Owner shall pay for the costs of uncovering and replacement if the Work proves to be in conformance with the Contract Documents, or if the defective condition was caused by Owner or Others. If the uncovered Work proves to be defective, Construction Manager shall pay the costs of uncovering and replacement.

3.13.2 If any Work is covered contrary to requirements in the Contract Documents, Owner may issue an Interim Directive to uncover the Work for Owner's observation and recover the Work all at Construction Manager's expense. In this circumstance the Work shall be replaced at Construction Manager's expense and with no adjustment to the Dates of Substantial or Final Completion.

3.14 SAFETY OF PERSONS AND PROPERTY

3.14.1 SAFETY PROGRAMS Construction Manager holds overall responsibility for safety programs. However, such obligation does not relieve Subcontractors of their safety responsibilities and to comply with the Law. Construction Manager shall prevent against injury, loss, or damage to persons or property by taking reasonable steps to protect: (a) its employees and other persons at the Worksite; (b) materials and equipment stored at onsite or offsite locations for use in performing the Work; and (c) property located at the Worksite and adjacent to work areas, whether or not the property is part of the Worksite.

3.14.2 CONSTRUCTION MANAGER'S SAFETY REPRESENTATIVE Construction Manager shall designate an individual at the Worksite in its employ as its safety representative. Unless otherwise identified by Construction Manager in writing to Owner, Construction Manager's project superintendent shall serve as its safety representative. Construction Manager shall report promptly in writing all recordable accidents and injuries occurring at the Worksite. When Construction Manager is required to file an accident report with a public authority, Construction Manager shall furnish a copy of the report to Owner.

3.14.3 Construction Manager shall provide Owner with copies of all notices required of Construction Manager by the Law. Construction Manager's safety program shall comply with the requirements of governmental and quasi-governmental authorities having jurisdiction.



Damage or loss not insured under property insurance that may arise from the Work, to the extent caused by negligent or intentionally wrongful acts or omissions of Construction Manager, or anyone for whose acts Construction Manager may be liable, shall be promptly remedied by Construction Manager.

3.14.4 If Owner deems any part of the Work or Worksite unsafe, Owner, without assuming responsibility for Construction Manager's safety program, may require by Interim Directive Construction Manager to stop performance of the Work, take corrective measures satisfactory to Owner, or both. If Construction Manager does not adopt corrective measures, Owner may perform them and deduct their cost from the GMP. Construction Manager agrees to make no claim for damages, or an increase in the GMP, or for a change in the Dates of Substantial or Final Completion based on Construction Manager's compliance with Owner's reasonable request.

3.15 EMERGENCIES In an emergency affecting the safety of persons or property, Construction Manager shall act in a reasonable manner to prevent threatened damage, injury, or loss. If appropriate, an equitable adjustment in GMP or Date of Substantial Completion or Date of Final Completion shall be determined as provided for in ARTICLE 9.

3.16 HAZARDOUS MATERIALS

3.16.1 Construction Manager shall not be obligated to commence or continue Work until any Hazardous Material discovered at the Worksite has been removed, rendered or determined to be harmless by Owner as certified by an independent testing laboratory, and approved by the appropriate governmental agency.

3.16.2 If after commencing the Work, Hazardous Material is discovered at the Worksite, Construction Manager shall be entitled to immediately stop Work in the affected area. Construction Manager shall promptly report the condition to Owner, Design Professional, and, if required, the governmental agency with jurisdiction.

3.16.3 Construction Manager shall not resume nor be required to continue any Work affected by any Hazardous Material without written mutual agreement between the Parties after the Hazardous Material has been removed or rendered harmless and only after approval, if necessary, of the governmental agency with jurisdiction.

3.16.4 Owner shall be responsible for retaining an independent testing laboratory to determine the nature of the material encountered and whether the material requires corrective measures or remedial action. Such measures shall be the sole responsibility of Owner, and shall be performed in a manner minimizing any adverse effect upon the Work.

3.16.5 If Construction Manager incurs additional costs or is delayed due to the presence or remediation of Hazardous Material, Construction Manager may be entitled to an equitable adjustment in the GMP or the Dates of Substantial or Final Completion in accordance with this Agreement.

3.16.6 To the extent permitted by §6.7 and to the extent not caused by the negligent or intentionally wrongful acts or omissions of Construction Manager, its Subcontractors and Subsubcontractors, and the agents, officers, directors, and employees of each of them, Owner shall defend, indemnify, and hold harmless Construction Manager, its Subcontractors and Subsubcontractors, and the agents, officers, directors, and employees of each of them, from and against all claims, damages, losses, costs, and expenses, including but not limited to reasonable attorneys' fees, costs, and expenses incurred in connection with any dispute resolution procedure arising out of or relating to the performance of the Work in any area affected by Hazardous Material.



3.16.7 MATERIALS BROUGHT TO THE WORKSITE

3.16.7.1 Safety Data Sheets (SDS) as required by law and pertaining to materials or substances used or consumed in the performance of the Work, whether obtained by Construction Manager, Subcontractors, Owner or Others, shall be maintained at the Worksite by Construction Manager and made available to Owner, Subcontractors, and Others.

3.16.7.2 Construction Manager shall be responsible for the proper delivery, handling, application, storage, removal, and disposal of all materials and substances brought to the Worksite by Construction Manager in accordance with the Contract Documents and used or consumed in the performance of the Work. Upon the issuance of the Certificate of Substantial Completion, Owner shall be responsible for materials and substances brought to the Worksite by Construction Manager if such materials or substances are required by the Contract Documents.

3.16.7.3 To the extent permitted under §6.7 and to the extent caused by the negligent or intentionally wrongful acts or omissions of Construction Manager, its agents, officers, directors, and employees, Construction Manager shall defend, indemnify, and hold harmless Owner, its agents, officers, directors, and employees, from and against claims, damages, losses, costs, and expenses, including but not limited to reasonable attorneys' fees, costs and expenses incurred in connection with any dispute resolution procedure, arising out of or relating to delivery, handling, application, storage, removal, and disposal of all materials and substances brought to the Worksite by Construction Manager

3.16.7.4 §3.15 shall survive the completion of the Work or Agreement termination.

3.17 SUBMITTALS

3.17.1 Construction Manager shall submit to Owner and Design Professional all shop drawings, samples, product data, and similar submittals required by the Contract Documents for review and approval. Submittals shall be submitted in electronic form if required in accordance with §4.6.1. Construction Manager shall be responsible for the accuracy and conformity of its submittals to the Contract Documents. At no additional cost, Construction Manager shall prepare and deliver its submittals in such time and sequence so as not to delay the performance of the Work or the work of Owner and Others. Construction Manager's submittals shall identify in writing for each submittal all changes, deviations, or substitutions from the requirements of the Contract Documents. The approval of any Construction Manager submittal shall not be deemed to authorize changes, deviations, or substitutions from the requirements of the Contract Documents unless a Change Order or Interim Directive specifically authorizes such deviation, substitution, or change. To the extent a change, deviation, or substitution causes an impact to the Contract Price or Contract Time, such approval shall be memorialized in a Change Order no later than seven (7) Days following approval by Owner. Neither Design Professional nor Owner shall make any change, deviation, or substitution through the submittal process without specifically identifying and authorizing such deviation to Construction Manager. If the Contract Documents do not contain submittal requirements pertaining to the Work, Construction Manager agrees upon request to submit in a timely fashion to Design Professional and Owner for review any shop drawings, samples, product data, manufacturers' literature, or similar submittals as may reasonably be required by Owner.

3.17.2 Owner shall be responsible for review and approval of submittals with reasonable promptness to avoid causing delay.



3.17.3 Construction Manager shall perform all Work strictly in accordance with approved submittals. Approval of shop drawings is not an authorization to perform changed work, unless the procedures of ARTICLE 9 are followed. Approval does not relieve Construction Manager from responsibility for Defective Work resulting from errors or omissions on the approved shop drawings.

3.17.4 Record copies of the following, incorporating field changes and selections made during construction, shall be maintained at the Worksite and available to Owner upon request: drawings, specifications, addenda and other modifications, and required submittals including product data, samples, and shop drawings.

3.17.5 Construction Manager shall prepare and submit to Owner

- X Final marked-up as-built drawings;
- X Updated electronic data, in accordance with §4.6.1;
- ☐ Other documentation required by the Contract Documents that specifies how various elements of the Work were actually constructed or installed.

3.18 DESIGN DELEGATION If the Contract Documents require Construction Manager to specify that Construction Manager is responsible for the design of a particular system or component to be incorporated into the Project, then Owner shall specify all required performance and design criteria. Construction Manager shall not be responsible for the adequacy of such performance and design criteria. As required by the Law, Construction Manager shall procure design services and certifications necessary to satisfactorily complete the Work from a licensed design professional. The signature and seal of Construction Manager's design professional shall appear on all drawings, calculations, specifications, certifications, shop drawings, and other submittals related to the Work designed or certified by Construction Manager's design professional.

3.19 WORKSITE CONDITIONS

3.19.1 WORKSITE VISIT Construction Manager acknowledges that it has visited, or has had the opportunity to visit, the Worksite to visually inspect the general and local conditions which could affect the Work.

3.19.2 CONCEALED OR UNKNOWN SITE CONDITIONS If a condition encountered at the Worksite is (a) a subsurface or other physical condition materially different from those indicated in the Contract Documents, or (b) an unusual and unknown physical condition materially different from conditions ordinarily encountered and generally recognized as inherent in Work provided for in the Contract Documents, Construction Manager shall stop affected Work after the condition is first observed and give prompt written notice of the condition to Owner and Design Professional. Owner shall investigate and then issue an Interim Directive specifying the extent to which Owner agrees that a concealed or unknown condition exists and directing how Construction Manager is to proceed. Construction Manager shall not be required to perform any Work relating to the condition without the written mutual agreement of the Parties. Any change in the GMP, estimated Cost of the Work, Construction Manager's Fee, Date of Substantial Completion or Date of Final Completion, and, if appropriate, the Compensation for Preconstruction Services as a result of the condition, including any dispute about its existence or nature shall be determined as provided in ARTICLE 9.

3.20 PERMITS AND TAXES

3.20.1 Construction Manager shall give public authorities all notices required by law and, except for permits and fees that are the responsibility of Owner pursuant to §4.4, shall obtain and pay for all necessary permits, licenses, and renewals pertaining to the Work. Construction Manager shall



provide to Owner copies of all notices, permits, licenses, and renewals required under this Agreement.

3.20.2 Construction Manager shall pay applicable taxes for the Work provided by Construction Manager.

3.20.3 If, in accordance with Owner's direction, Construction Manager claims an exemption for taxes, Owner shall indemnify and hold Construction Manager harmless from any liability, penalty, interest, fine, tax assessment, attorneys' fees, or other expense or cost incurred by Construction Manager as a result of any such claim.

3.21 CUTTING, FITTING, AND PATCHING

3.21.1 Construction Manager shall perform cutting, fitting, and patching necessary to coordinate the various parts of the Work and to prepare its Work for the work of Owner or Others.

3.21.2 Cutting, patching, or altering the work of Owner or Others shall be done with the prior written approval of Owner. Such approval shall not be unreasonably withheld.

3.22 CLEAN UP

3.22.1 Construction Manager shall regularly remove debris and waste materials at the Worksite resulting from the Work. Before discontinuing Work in an area, Construction Manager shall clean the area and remove all rubbish and its construction equipment, tools, machinery, waste, and surplus materials. Construction Manager shall minimize and confine dust and debris resulting from construction activities. At the completion of the Work, Construction Manager shall remove from the Worksite all construction equipment, tools, surplus materials, waste materials, and debris.

3.22.2 If Construction Manager fails to commence compliance with cleanup duties within two (2) Business Days after written notification from Owner of non-compliance, Owner may implement appropriate cleanup measures without further notice and the cost shall be deducted from any amounts due or to become due to Construction Manager in the next payment period.

3.23 ACCESS TO WORK Construction Manager shall facilitate the access of Owner, its Design Professional, and Others to Work in progress.

3.24 COMPLIANCE WITH LAWS Construction Manager shall comply with all the Law at its own cost. Construction Manager shall be liable to Owner for all loss, cost, or expense attributable to any acts or omissions by Construction Manager, its employees, subcontractors, suppliers, and agents for failure to comply with Laws, including fines, penalties, or corrective measures. However, liability under this subsection shall not apply if prior approval by appropriate authorities and Owner is received.

3.24.1 CHANGES IN THE LAW The GMP, estimated Cost of the Work, Construction Manager's Fee, Date of Substantial Completion or Date of Final Completion, and, if appropriate, the Compensation for Preconstruction Services shall be equitably adjusted in accordance with ARTICLE 9 for additional costs or time needed resulting from Laws enacted after the date of this Agreement, including taxes.

3.25 CONFIDENTIALITY Construction Manager shall treat as confidential and not disclose to third persons, nor use for its own benefit ("Treat as Confidential"), any of Owner's confidential information, know-how, discoveries, production methods, and the like disclosed to Construction Manager or which Construction Manager may acquire in performing the Work. To the extent necessary to perform the Work, Construction Manager's confidentiality obligations do not apply to disclosures to Subcontractors,



Subsubcontractors, and Suppliers. Owner shall Treat as Confidential information all of Construction Manager's estimating systems and historical and parameter cost data disclosed to Owner in performing the Work. Each Party shall specify and mark confidential items as "Confidential." Confidentiality obligations do not supersede compulsion by Law, a governmental agency or authority, an order of a court of competent jurisdiction, or a validly issued subpoena. In such event, a Party shall promptly notify the other Party to permit that Party's legal objection.

ARTICLE 4 OWNER'S RESPONSIBILITIES

4.1 INFORMATION AND SERVICES Owner's responsibilities under this Article shall be fulfilled with reasonable detail and in a timely manner.

4.2 FINANCIAL INFORMATION Before commencement of the Work and thereafter at the written request of Construction Manager, Owner shall provide Construction Manager with evidence of Project financing. Evidence of such financing shall be a condition precedent to Construction Manager's commencing or continuing the Work. Construction Manager shall be notified before any material change in Project financing.

4.3 WORKSITE INFORMATION To the extent Owner has obtained, or is required to obtain the following Worksite information, then Owner shall provide Construction Manager the following:

4.3.1 information describing the physical characteristics of the Worksite, including surveys, Worksite evaluations, legal descriptions, data, or drawings depicting existing conditions, subsurface conditions, and environmental studies, reports, and investigations;

4.3.2 tests, inspections, and other reports dealing with environmental matters, Hazardous Material, and other existing conditions, including structural, mechanical, and chemical tests, required by the Contract Documents or Law;

4.3.3 the limits of Pollution Liability Insurance covering the Worksite held by Owner; and

4.3.4 any other information or services requested in writing by Construction Manager which are required for Construction Manager's performance of the Work and under Owner's control.

4.4 BUILDING PERMIT, FEES, AND APPROVALS Except for those permits and fees related to the Work which are the responsibility of Construction Manager pursuant to §3.19.1, Owner shall secure and pay for all other permits, approvals, easements, assessments, and fees required for the development, construction, use, or occupancy of permanent structures or for permanent changes in existing facilities, including the building permit.

4.5 MECHANICS AND CONSTRUCTION LIEN INFORMATION Within seven (7) Days after receiving Construction Manager's written request, Owner shall provide Construction Manager with the information necessary to give notice of or enforce mechanics lien rights and, where applicable, stop notices. This information shall include Owner's real property interests in the Worksite and the record legal title.

4.6 CONTRACT DOCUMENTS Unless otherwise specified, Owner shall provide a reasonable number of hard copies of the Contract Documents to Construction Manager without cost.

4.6.1 **ELECTRONIC DOCUMENTS** If Owner requires that Owner, Design Professional, and Construction Manager exchange documents and data in electronic or digital form, before any such exchange, Owner, Design Professional, and Construction Manager shall agree on and follow a written protocol governing all exchanges in ConsensusDocs 200.2 or a separate addendum, which, at



a minimum, shall specify: (a) the definition of documents and data to be accepted in electronic or digital form or to be transmitted electronically or digitally; (b) management and coordination responsibilities; (c) necessary equipment, software, and services; (d) acceptable formats, transmission methods, and verification procedures; (e) methods for maintaining version control; (f) privacy and security requirements; and (g) storage and retrieval requirements. Except as otherwise agreed upon by the Parties in writing, each Party shall each bear its own costs as identified in the protocol. In the absence of a written protocol, use of documents and data in electronic or digital form shall be at the sole risk of the recipient.

4.7 OWNER'S REPRESENTATIVE Owner's Representative is Brian Deming, Kramer Management Group. Owner's Representative shall be fully acquainted with the Project, and shall have authority to bind Owner in all matters requiring Owner's approval, authorization, or written notice. If Owner changes its Representative or the Representative's authority, Owner shall immediately notify Construction Manager in writing.

4.8 OWNER'S CUTTING AND PATCHING Cutting, patching, or altering the Work by Owner or Others shall be done with the prior written approval of Construction Manager, which approval shall not be unreasonably withheld.

4.9 OWNER'S RIGHT TO CLEAN UP In case of a dispute between Construction Manager and Others with regard to respective responsibilities for cleanup at the Worksite, Owner may implement appropriate cleanup measures after two (2) Business Days' notice and allocate the cost among those responsible during the following pay period.

4.10 COST OF CORRECTING DAMAGED OR DESTROYED WORK With regard to damage or loss attributable to the acts or omissions of Owner or Others and not to Construction Manager, Owner may either (a) promptly remedy the damage or loss and assume affected warranty responsibilities, (b) accept the damage or loss, or (c) issue an Interim Directive or Change Order to remedy the damage or loss. If Construction Manager incurs costs or is delayed due to such loss or damage, Construction Manager may seek an equitable adjustment in the GMP, estimated Cost of the Work, Construction Manager's Fee, Date of Substantial Completion or Date of Final Completion, and, if appropriate, the Compensation for Preconstruction Services under this Agreement.

ARTICLE 5 SUBCONTRACTS

5.1 SUBCONTRACTORS Subcontracts shall be issued on a lump sum basis unless Owner has given prior written approval of a different method of payment to the Subcontractor.

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

5.2.1 Promptly after the execution of this Agreement, Construction Manager shall provide Owner, and, if directed, Design Professional with a written list of the proposed subcontractors and significant Suppliers. If Owner has a reasonable objection to any proposed subcontractor or material supplier, Owner shall notify Construction Manager in writing. Failure to promptly object shall constitute acceptance.

5.2.2 If Owner has reasonably and promptly objected, Construction Manager shall not contract with the proposed Subcontractor or Supplier, and Construction Manager shall propose another acceptable Subcontractor or Supplier to Owner. An appropriate Change Order shall reflect any increase or decrease in the GMP or Dates of Substantial or Final Completion because of the substitution.



5.2.3 Except for trade categories where the Owner assigned to the Construction Manager the preferred Subcontractors, supervision and other incidental Work performed by the Construction Manager's personnel as part of the General Condition Costs and except as approved by the Owner in advance in writing with respect to the Design-Assist Subcontractors and Section 5.2.4 hereof with respect to Self-Performed Work, all construction Work for the Project shall be performed by subcontractors and suppliers under subcontracts, purchase orders or other appropriate agreements with the Construction Manager, and neither the Construction Manager nor any affiliate of the Construction Manager shall perform any trade contractor Work with its own forces without the prior written approval of the Owner in accordance with Section 5.2.4. All Work (except such supervision and incidental Work included in the General Conditions Costs) shall be competitive bid on an "open book" basis with full transparency to the Owner and Owner's Representative. The Construction Manager shall consult with the Owner's Representative regarding the bidding and buy-out process in advance and shall permit the Owner's Representative to participate in such process as may be requested by the Owner's Representative.

5.2.3.1 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and except for the design-assist Subcontracts approved by the Owner in advance in writing, shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If the subcontract is awarded on a cost-plus a fee basis, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager.

5.2.4 If the Construction Manager desires to perform trade contractor work for the Project with its own forces or those of an affiliate of the Construction Manager ("Self-Performed Work"), the Construction Manager shall notify the Owner in advance of the scheduled date for Construction Manager bidding of such desired Self-Performed Work. For each portion of the Self-Performed Work, the following shall apply: Within fourteen (14) days after issuance of the Construction Documents for such portion of the Self-Performed Work, the Construction Manager shall submit to the Owner's Representative a not-to-exceed price for the Cost of the Work for such portion of the Self-Performed Work, which shall include the actual cost to the Construction Manager plus mark-up of eight (8%) percent for overhead and profit. The Construction Manager's proposed price may include trade contractor general requirements costs required for the performance of the desired Self-Performed Work. However, since all Subcontracts must exclude the Construction Manager's General Conditions Costs, the Construction Manager's proposed price for the desired Self-Performed Work shall also exclude such General Conditions Costs. The Labor Rates shall only apply for Self-Performed Work, which Labor Rates shall exclude overhead and profit, and shall be subject to audit by the Owner's Representative and accountants. The Owner's Representative shall have the right to determine, in its sole discretion, whether the proposed not-to-exceed price for the portion of the Self-Performed Work is acceptable. If the Owner's Representative accepts the proposed not-to-exceed price, such not-to-exceed price for the portion of the Self-Performed Work shall be included as a Cost of the Work as defined under Article 8. If the Owner's Representative does not accept the proposed not-to-exceed price for the portion of the Self-Performed Work, the Owner's Representative shall have the right to require the Construction Manager to solicit qualified contractor bids for such portion of the Self-Performed Work, and the Construction Manager shall be permitted to submit a bid for such work to the Owner's Representative in advance of the other solicited bidders or provide for public opening of bids to ensure open competition. In such event, the contract for such portion of the Self-Performed Work will be awarded to the bidder selected by the Owner's Representative. Subject to the provisions of this Section 5.2.4 regarding the determination of the price for Self-Performed Work, the provisions of the Contract Documents applicable to Subcontractors shall apply to all Self-Performed Work performed by the Construction Manager under this Section 5.2.4.



5.2.5 The Owner and Construction Manager shall mutually determine, on a case-by-case basis, which subcontractors will be required to provide payment and performance bonds, and no standard requirement will be applied requiring all subcontracts over a threshold dollar amount to be bonded. The Owner and Construction Manager shall each make such determination in good faith based on commercially reasonable standards and evaluation of the relevant risk and bonding costs related to the specific subcontract and other Project objectives of the Owner. If the Construction Manager recommends that a subcontractor be bonded and the Owner does not agree, the Owner and Construction Manager shall implement mutually agreeable measures to minimize the likelihood of, and adverse effects resulting from, a potential default of such subcontractor, with the goal of avoiding unreasonable risk to the Construction Manager and avoiding unreasonable additional cost to the Owner. If the Owner and Construction Manager mutually agree, subcontractor default insurance shall be provided in lieu of subcontractor bonds, in which event, the Construction Manager's cost for the such insurance coverage shall be included in the Guaranteed Maximum Price under a separate line item and the Construction Manager's Fee shall not be applied to such cost.

5.3 BINDING OF SUBCONTRACTORS AND SUPPLIERS Construction Manager agrees to bind every Subcontractor and Supplier (and require every Subcontractor to so bind its subcontractors and significant suppliers) to the Contract Documents as they apply to the Subcontractor's or Supplier's applicable provisions to that portion of the Work.

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

5.4.1 If this Agreement is terminated, each subcontract and supply agreement shall be assigned by Construction Manager to Owner, subject to the prior rights of any surety, provided that: (a) this Agreement is terminated by Owner pursuant to §12.4 or §12.5; (b) Owner accepts such assignment after termination by notifying the Construction Manager and Subcontractor or Construction Manager and Supplier in writing; and (c) Owner assumes all rights and obligations of Construction Manager pursuant to each subcontract or supply agreement.

5.4.2 If Owner accepts such an assignment, and the Work has been suspended for more than thirty (30) consecutive Days, following termination, the Subcontractor's or Supplier's compensation shall be equitably adjusted as a result of the suspension.

ARTICLE 6 TIME

6.1 DATE OF COMMENCEMENT The Date of Commencement is the Agreement date in ARTICLE 1 unless otherwise set forth below: [____].

6.1.1 SUBSTANTIAL/FINAL COMPLETION Unless the Parties agree otherwise, the Date of Substantial Completion or the Date of Final Completion shall be established in Amendment 1 to this Agreement subject to adjustments as provided for in the Contract Documents. Owner and Construction Manager may agree not to establish such dates, or in the alternative, to establish one but not the other of the two dates. If such dates are not established upon the execution of this Agreement, at such time as GMP is accepted a Date of Substantial Completion or Date of Final Completion of the Work shall be established in Amendment 1. If a GMP is not established and the Parties desire to establish a Date of Substantial Completion or Date of Final Completion, it shall be set forth in Amendment 1. The dates for Substantial and Final Completion are subject to adjustments as provided for in the Contract Documents.

6.1.2 Time is of the essence with regard to the obligations of the Contract Documents.



6.1.3 Unless instructed by Owner in writing, Construction Manager shall not knowingly commence the Work before the effective date of Construction Manager's required insurance.

6.2 SCHEDULE OF THE WORK

6.2.1 Before submitting its first application for payment, Construction Manager shall submit to Owner and, if directed, Design Professional a Schedule of the Work showing the dates on which Construction Manager plans to begin and complete various parts of the Work, including dates on which information and approvals are required from Owner. Except as otherwise directed by Owner, Construction Manager shall comply with the approved Schedule of the Work. Unless otherwise agreed, the Schedule of the Work shall be formatted in a detailed precedence-style critical path method that (a) provides a graphic representation of all activities and events, including float values that will affect the critical path of the Work, and (b) identifies dates that are critical to ensure timely and orderly completion of the Work. Construction Manager shall update the Schedule of the Work on a monthly basis or as mutually agreed by the Parties.

6.2.2 Owner may determine the sequence in which the Work shall be performed, provided it does not unreasonably interfere with the approved project schedule. Owner may require Construction Manager to make reasonable changes in the sequence at any time during the performance of the Work in order to facilitate the performance of work by Owner or Others. If Construction Manager consequently incurs costs or is delayed, the GMP or the Dates of Substantial or Final Completion, or both, Construction Manager may seek equitable adjustment under ARTICLE 9.

6.3 DELAYS AND EXTENSIONS OF TIME

6.3.1 If Construction Manager is delayed at any time in the commencement or progress of the Work by any cause beyond the control of Construction Manager, Construction Manager shall be entitled to an equitable extension of the Date of Substantial Completion or Date of Final Completion. Examples of causes beyond the control of Construction Manager include, but are not limited to, the following: (a) acts or omissions of Owner, Design Professional, or Others; (b) changes in the Work or the sequencing of the Work ordered by Owner, or arising from decisions of Owner that impact the time of performance of the Work; (c) encountering Hazardous Materials, or concealed or unknown conditions; (d) delay authorized by Owner pending dispute resolution or suspension by Owner under §12.1; (e) transportation delays not reasonably foreseeable; (f) labor disputes not involving Construction Manager; (g) general labor disputes impacting the Project but not specifically related to the Worksite; (h) fire; (i) Terrorism; (j) epidemics; (k) adverse governmental actions; (l) unavoidable accidents or circumstances; (m) adverse weather conditions not reasonably anticipated. Construction Manager shall submit any requests for equitable extensions of Contract Time in accordance with the provisions of ARTICLE 9.

6.3.2 In addition, if Construction Manager incurs additional costs as a result of a delay that is caused by items (a) through (d) immediately above, Construction Manager shall be entitled to an equitable adjustment in the GMP subject to §6.7.

6.3.3 NOTICE OF DELAYS If delays to the Work are encountered for any reason, Construction Manager shall provide prompt written notice to Owner of the cause of such delays after Construction Manager first recognizes the delay. The Parties each agree to take reasonable steps to mitigate the effect of such delays.

6.4 NOTICE OF DELAY CLAIMS If Construction Manager requests an equitable extension of the Contract Time or an equitable adjustment in the Contract Price as a result of a delay described in §6.3, Construction Manager shall give Owner written notice of the claim in accordance with §9.4. If



Construction Manager causes delay in the completion of the Work, Owner shall be entitled to recover its additional costs subject to §6.7. Owner shall process any such claim against Construction Manager in accordance with ARTICLE 9.

6.5 MONITORING PROGRESS AND COSTS Following acceptance by Owner of the GMP, Construction Manager shall establish a process for monitoring actual costs against the GMP and actual progress against the Schedule of Work. Construction Manager will provide written reports to Owner at intervals as agreed to by the Parties on the status of the Work, showing variances between actual costs and the GMP and actual progress as compared to the Schedule of Work, including estimates of future costs and recovery programs if actual progress indicates that the Dates of Substantial Completion or Final Completion may not be met.

6.6 LIMITED MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES Except for damages mutually agreed upon by the Parties as liquidated damages in §6.6 and excluding losses covered by insurance required by the Contract Documents, the Parties agree to waive all claims against each other for any consequential damages that may arise out of or relate to this Agreement, except for those specific items of damages excluded from this waiver as mutually agreed upon by the Parties and identified below. Owner agrees to waive damages including but not limited to Owner's loss of use of the Project, any rental expenses incurred, loss of income, profit, or financing related to the Project, as well as the loss of business, loss of financing, loss of profits not related to this Project, loss of reputation, or insolvency. Construction Manager agrees to waive damages including but not limited to loss of business, loss of financing, loss of profits not related to this Project, loss of bonding capacity, loss of reputation, or insolvency. The provisions of this section shall also apply to the termination of this Agreement and shall survive such termination. The following are excluded from this mutual waiver: [____].

6.6.1 The Parties shall each require similar waivers in contracts with Subcontractors and Others retained for the Project.

ARTICLE 7 COMPENSATION AND GUARANTEED MAXIMUM PRICE

7.1 Owner shall compensate Construction Manager for Work performed on the following basis:

7.1.1 the Cost of the Work as allowed in ARTICLE 8;

7.1.2 Construction Manager's Fee paid in proportion to the Work performed subject to adjustment as provided in §7.4; and

7.1.3 The cost of permits, insurance, and surety bonds which Construction Manager is required to procure or deems necessary, and approved by Owner including any additional premium incurred as a result of any increase in the GMP

7.2 The compensation to be paid shall be limited to the GMP established in Amendment 1, as the GMP may be adjusted under ARTICLE 9.

7.2.1 Payment for Work performed shall be as set forth in ARTICLE 10.

7.3 CONSTRUCTION MANAGER'S FEE Construction Manager's Fee shall be as follows, subject to adjustment as provided in §7.4: [____].

7.4 FEE ADJUSTMENTS:



7.4.1 Changes in the Work as provided in ARTICLE 9, shall adjust Construction Manager's Fee as follows: [_____].

7.4.2 except as provided for in §6.3, delays in the Work not caused by Construction Manager shall adjust Construction Manager's Fee to compensate for increased expenses as provided for in ARTICLE 9; and

7.4.3 managing the replacement of an insured or uninsured loss shall increase Construction Manager's fee in the same proportion that Construction Manager's Fee bears to the estimated Cost of the Work for the replacement.

7.5 PREBOND SERVICES COMPENSATION Construction Manager shall be compensated for Preconstruction Services as follows: Lump Sum.

7.5.1 Initial Contract to be set at Pre-Bond Services value. After successful Public Bond vote the balance of Contract to be set as Change Order in terms and value submitted with initial RFP response

7.6 PRECONSTRUCTION SERVICES COMPENSATION Construction Manager shall be compensated for Preconstruction Services as follows: Lump Sum.

7.7 GMP CONTINGENCY INCLUDED IN THE GUARANTEED MAXIMUM PRICE

7.7.1 The Guaranteed Maximum Price shall include a GMP Contingency in the amount of _To Be Determined_ (____%) percent. The GMP Contingency is for the Construction Manager's exclusive use to cover unanticipated additional Costs of the Work and additional General Conditions Costs that are not the basis for a Change Order under the Contract, but which the Construction Manager incurs in connection with the bidding and construction of the Work. The GMP Contingency shall not be used for (i) costs resulting from the negligence of the Construction Manager, (ii) costs resulting from the failure of the Construction Manager to perform a specific task under the Contract, (iii) costs recoverable from subcontractors, subcontractor bonds or subcontractor default insurance, or (iv) payment of the deductible portion of insurance losses in excess of Ten Thousand (\$10,000) Dollars. The GMP Contingency shall not be used to pay for Self-Performed Work or for additional costs incurred by the Construction Manager as a result of any Self-Performed Work, without the prior written consent of the Owner's Representative, which consent shall not be unreasonably withheld.

7.7.2 The GMP Contingency is not available to Owner for any reason, including changes in scope or any other item which would entitle Construction Manager to increase the Guaranteed Maximum Price under the Contract Documents. Construction Manager shall provide Owner's Representative notice of all anticipated charges against the GMP Contingency, and shall provide Owner, as part of the monthly status report required by the Contract Documents, an accounting of the GMP Contingency, including all reasonably foreseen uses or potential uses of the GMP Contingency in the upcoming three (3) months.

7.7.3 If the Construction Manager uses a portion of the GMP Contingency, a Change Order shall be issued to allocate such portion of the GMP Contingency, as applicable, to the appropriate trade work line item in the Schedule of Values.

7.7.4 When the Guaranteed Maximum Price is determined under Section 3.4 hereof, the Construction Manager's Fee shall not be applied to the GMP Contingency amount. At the time that a portion of the GMP Contingency is used (as described in, and subject to, Section 7.6.1 above), the Construction Manager's Fee shall be applied to the amount of the GMP Contingency that is being used.

ARTICLE 8 COST OF THE WORK



8.1 Owner agrees to pay Construction Manager for the Cost of the Work as defined in this article. This payment shall be in addition to Construction Manager's Fee stipulated in §7.3.

8.2 COST ITEMS

8.2.1 Labor wages directly employed by Construction Manager in performing of the Work.

8.2.2 Salaries of Construction Manager's employees when stationed at the field office, in whatever capacity employed, employees engaged on the road expediting the production or transportation of material and equipment, and employees from the principal or branch office as mutually agreed by the Parties in writing.

8.2.3 Cost of all employee benefits and taxes, including but not limited to, workers' compensation, unemployment compensation, social security, health, welfare, retirement, and other fringe benefits as required by law, labor agreements, or paid under Construction Manager's standard personnel policy, insofar as such costs are paid to employees of Construction Manager who are included in the Cost of the Work pursuant to §8.2.1 and §8.2.2. Vacation, sick day, and holiday pay shall be included in the hourly billing rates, and Project shall not be invoiced for employees' vacation, sick day, or holiday hours.

8.2.4 Reasonable transportation, travel, hotel, and moving expenses of Construction Manager's personnel incurred in connection with the Work.

8.2.5 Cost of all materials, supplies, and equipment incorporated in the Work, including costs of inspection and testing if not provided by Owner, transportation, storage, and handling.

8.2.6 Payments made by Construction Manager to Subcontractors for work performed under this Agreement.

8.2.7 Cost, including transportation and maintenance of all materials, supplies, equipment, temporary facilities, and hand tools not owned by the workers that are used or consumed in the performance of the Work, less salvage value or residual value; and cost less salvage value on such items used, but not consumed that remain the property of Construction Manager.

8.2.8 Rental charges of all necessary machinery and equipment, exclusive of hand tools owned by workers, used at the Worksite, whether rented from Construction Manager or others, including installation, repair, and replacement, dismantling, removal, maintenance, transportation, and delivery costs. Rental from unrelated third parties shall be reimbursed at actual cost. Rentals from Construction Manager or its affiliates, subsidiaries, or related parties shall be reimbursed at the prevailing rates in the locality of the Worksite up to eighty-five percent (85%) of the value of the piece of equipment.

8.2.9 Sales, use, gross receipts, or other taxes, tariffs, or duties related to the Work for which Construction Manager is liable.

8.2.10 Losses, expenses, or damages to the extent not compensated by insurance or otherwise, and the cost of corrective work during the Construction Phase and for a one-year period following the Date of Substantial Completion, provided that such losses, expenses, damages, or corrective work did not arise from Construction Manager's negligence.



8.2.11 Costs associated with establishing, equipping, operating, maintaining, and demobilizing the field office.

8.2.12 Water, power, and fuel costs necessary for the Work.

8.2.13 Cost of removal of all nonhazardous substances, debris, and waste materials.

8.2.14 Costs incurred due to an emergency affecting the safety of persons or property.

8.2.15 Legal, mediation, and arbitration fees and costs, other than those arising from disputes between Owner and Construction Manager, reasonably and properly resulting from Construction Manager's performance of the Work.

8.2.16 Costs directly incurred in the performance of the Work or in connection with the Project, and not included in Construction Manager's Fee as set forth in ARTICLE 7, which are reasonably inferable from the Contract Documents.

8.3 DISCOUNTS All discounts for prompt payment shall accrue to Owner to the extent such payments are made directly by Owner. To the extent payments are made with funds of Construction Manager, all cash discounts shall accrue to Construction Manager. All trade discounts, rebates, and refunds, and all returns from sale of surplus materials and equipment, shall be credited to the Cost of the Work.

ARTICLE 9 CHANGES

Changes in the Work that are within the general scope of this Agreement shall be accomplished, without invalidating this Agreement, by Change Order and Interim Directive.

9.1 CHANGE ORDER

9.1.1 Construction Manager may request or Owner may order changes in the Work or the timing or sequencing of the Work that impacts the GMP or the estimated Cost of the Work, Construction Manager's Fee, Date of Substantial Completion or Date of Final Completion and, if appropriate, the Compensation for Preconstruction Services. All such changes in the Work shall be formalized in a Change Order. Any such requests for changes in the Work shall be processed in accordance with this article.

9.1.2 For changes in the Work, the Parties shall negotiate an equitable adjustment to the GMP or the Date of Substantial Completion or Date of Final Completion in good faith and conclude negotiations as expeditiously as possible. Acceptance of the Change Order and any equitable adjustment in the GMP or Date of Substantial Completion or Date of Final Completion shall not be unreasonably withheld.

9.1.3 NO OBLIGATION TO PERFORM Construction Manager shall not be obligated to perform changes in the Work that impact the GMP or the estimated Cost of the Work, Construction Manager's Fee, Date of Substantial Completion or Date of Final Completion without a Change Order or Interim Directive.

9.2 INTERIM DIRECTIVES

9.2.1 Owner may issue an Interim Directive directing a change in the Work before reaching agreement with Construction Manager on the adjustment, if any, in the GMP, Construction Manager's Fee, Date of Substantial Completion or Date of Final Completion, or directing Construction Manager



to perform Work that Owner believes is not a change. If the Parties disagree that the Interim Directed work is within the scope of the Work, Construction Manager shall perform the disputed Work and furnish Owner with an estimate of the costs to perform the disputed work in accordance with Owner's interpretations.

9.2.2 The Parties shall negotiate expeditiously and in good faith for appropriate adjustments, as applicable, to the GMP or the Date of Substantial Completion or Date of Final Completion arising out of an Interim Directive. As the directed Work is performed, Construction Manager shall submit its costs for such Work with its application for payment beginning with the next application for payment within thirty (30) Days of the issuance of the Interim Directive. If there is a dispute as to the cost to Owner, Owner shall pay Construction Manager fifty percent (50%) of its actual (incurred or committed) cost to perform the Work. In such event, the Parties reserve their rights as to the disputed amount, subject to the requirements of ARTICLE 13. Owner's payment does not prejudice its right to be reimbursed should it be determined that the disputed work was within the scope of the Work. Construction Manager's receipt of payment for the disputed work does not prejudice its right to receive full payment for the disputed work should it be determined that the disputed work is not within the scope of the Work. Undisputed amounts may be included in applications for payment and shall be paid by Owner in accordance with this Agreement.

9.2.3 When the Parties agree upon the adjustments in the GMP or the Date of Substantial Completion or Date of Final Completion, for a change in the Work directed by an Interim Directive, such agreement shall be the subject of an appropriate Change Order. The Change Order shall include all outstanding Interim Directives on which the Parties have reached agreement on GMP or the Date of Substantial Completion or Date of Final Completion issued since the last Change Order.

9.3 DETERMINATION OF COST

9.3.1 An increase or decrease in the GMP or the Date of Substantial Completion or Date of Final Completion resulting from a change in the Work shall be determined by one or more of the following methods:

9.3.1.1 unit prices set forth in this Agreement or as subsequently agreed;

9.3.1.2 a mutually accepted, itemized lump sum;

9.3.1.3 Cost of the Work as defined by ARTICLE 8 and determined as a net savings from the change in the work; plus []% for Overhead and []% for profit. Construction Manager's Overhead and profit shall be added to any net increase in GMP. No Overhead and profit shall be applied to any net decrease in the GMP that is less than \$50,000. Overhead and profit shall be applied to any net decrease of the GMP that is \$50,000 or more. Construction Manager shall maintain a documented, itemized accounting evidencing the expenses and savings.

9.3.2 If unit prices are set forth in the Contract Documents or are subsequently agreed to by the Parties, but the character or quantity of such unit items as originally contemplated is so different in a proposed Change Order that the original unit prices will cause substantial inequity to either Party, such unit prices shall be equitably adjusted.

9.3.3 If the Parties disagree as to whether work required by Owner is within the scope of the Work, Construction Manager shall furnish Owner with an estimate of the costs to perform the disputed work in accordance with Owner's interpretations.



9.4 CHANGES NOTICE Except as provided in §6.3.2 and §6.4 for any claim for an increase in the GMP or the Date of Substantial Completion or Date of Final Completion, Construction Manager shall give Owner written notice of the claim within fourteen (14) Days after the occurrence giving rise to the claim or within fourteen (14) Days after Construction Manager first recognizes the condition giving rise to the claim, whichever is later. Owner's failure to so respond shall be deemed a denial of Construction Manager's claim. Except in an emergency, notice shall be given before proceeding with the Work. Thereafter, Construction Manager shall submit written documentation of its claim, including appropriate supporting documentation, within twenty-one (21) Days after giving notice, unless the Parties mutually agree upon a longer period of time. No later than fourteen (14) Days after receipt, Owner shall respond in writing denying or approving the claim. Owner's failure to so respond shall be deemed a denial of the claim. Any change in the GMP or the Date of Substantial Completion or Date of Final Completion resulting from such claim shall be authorized by Change Order.

9.5 INCIDENTAL CHANGES Owner may direct Construction Manager to perform incidental changes in the Work, upon concurrence with Construction Manager that such changes do not involve adjustments in the Contract Price or the Contract Time. Incidental changes shall be consistent with the scope and intent of the Contract Documents. Owner shall initiate an incidental change in the Work by issuing a written order to Construction Manager. Such written notice shall be carried out promptly and is binding on the Parties.

ARTICLE 10 PAYMENT

10.1 SCHEDULE OF VALUES Within twenty-one (21) Days from the date of execution of this Agreement, Construction Manager shall prepare and submit to Owner and Design Professional a schedule of values apportioned to the various divisions or phases of the Work. Each line item contained in the schedule of values shall be assigned a value such that the total of all items shall equal the GMP.

10.2 PROGRESS PAYMENTS

10.2.1 APPLICATIONS Construction Manager shall submit to Owner and, if directed, Design Professional a monthly application for payment no later than the twenty fifth (25) Day of the calendar month for the preceding calendar month. Construction Manager's applications for payment shall be itemized and supported by Construction Manager's schedule of values based on a percentage of completion and shall include any other substantiating data as required by this Agreement. Applications for payment shall include payment requests on account of properly authorized Change Orders or Interim Directives. Owner shall pay the amount otherwise due on any payment application, as certified by Design Professional, no later than thirty (30) Days after accepting such application. Owner may deduct from any progress payment amounts that may be retained pursuant to §10.2.4.

Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

1. Take the Cost of the Work incurred by the Construction Manager for construction work performed, determined by multiplying the percentage of completion of each portion of the Work by the share of the Cost of the Work allocated to such portion of the Work in the Schedule of Values, less retainage of ten percent (10%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Article 9;
2. Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing, less retainage of ten percent (10%);
3. Add the amount incurred by the Construction Manager for General Conditions Costs;



4. Add the Construction Manager's Fee, computed upon the amounts in Subparts 1 through 3 above at the rate of (____ %) percent less retainage of ten (10%) percent;
5. Add the actual cost paid by the Construction Manager for permits, fees and bonds
6. Add for insurance calculated at a rate of ____ %;
7. Subtract the aggregate of previous payments made by the Owner
8. Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 10.2.3 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
9. Subtract amounts, if any, for which the Owner has withheld or nullified a payment as provided in Section 10.3.

10.2.2 STORED MATERIALS AND EQUIPMENT Unless otherwise provided in the contract documents, applications for payment may include materials and equipment not yet incorporated into the Work but delivered to and suitably stored onsite or offsite including applicable insurance, storage, and costs incurred transporting the materials to an offsite storage facility. Approval of payment applications for stored materials and equipment stored offsite shall be conditioned on a submission by Construction Manager of bills of sale and proof of required insurance, or such other documentation satisfactory to Owner to establish the proper valuation of the stored materials and equipment, Owner's title to such materials and equipment, and to otherwise protect Owner's interests therein, including transportation to the Worksite.

10.2.3 LIEN WAIVERS AND LIENS

10.2.3.1 PARTIAL CONDITIONAL LIEN WAIVERS AND AFFIDAVITS If required by Owner, as a prerequisite for payment, Construction Manager and each Subcontractor whose subcontract exceeds five thousand (\$5,000.00) Dollars shall provide partial conditional lien and claim waivers in the amount of the application for payment and affidavits from its Subcontractors and Suppliers for the completed Work with each payment application. Such waivers shall be conditional upon payment. In no event shall Construction Manager be required to sign an unconditional waiver of lien or claim, before receiving payment or in an amount in excess of what it has been paid.

10.2.3.2 RESPONSIBILITY FOR LIENS If Owner has made payments in the time required by this article, Construction Manager shall, within thirty (30) Days after filing, remove any liens filed against the premises or public improvement fund by any party or parties performing labor or services or supplying materials in connection with the Work. If Construction Manager fails to take such action on a lien, Owner may cause the lien to be removed at Construction Manager's expense, including bond costs and reasonable attorneys' fees. This subsection shall not apply if there is a dispute pursuant to ARTICLE 13 relating to the subject matter of the lien.

10.2.4 RETAINAGE From each progress payment made before Substantial Completion, Owner may retain ten percent (10%), of the amount otherwise due after deduction of any amounts as provided in §10.3, provided such percentage doesn't exceed the Law. If Owner chooses to use this retainage provision:

10.2.4.1 after the Work is fifty percent (50%) complete, Owner may agree to withhold no additional retainage and may pay Construction Manager the full amount due on account of subsequent progress payments;

10.2.4.2 Owner may, in its sole discretion, reduce the amount to be retained at any time;



10.2.4.3 Owner may release retainage on that portion of the Work a Subcontractor has completed in whole or in part, and which Owner has accepted. In lieu of retainage, Construction Manager may furnish a retention bond or other security interest acceptable to Owner, to be held by Owner.

10.3 ADJUSTMENT OF CONSTRUCTION MANAGER'S PAYMENT APPLICATION Owner may adjust or reject a payment application or nullify a previously approved payment application, in whole or in part, as may reasonably be necessary to protect Owner from loss or damage based upon the following, to the extent that Construction Manager is responsible under this Agreement:

10.3.1 Construction Manager's repeated failure to perform the Work as required by the Contract Documents;

10.3.2 except as accepted by the insurer providing builder's risk or other property insurance covering the Project, loss or damage arising out of or relating to this Agreement and caused by Construction Manager to Owner or others to whom Owner may be liable;

10.3.3 Construction Manager's failure to properly pay Subcontractors and Suppliers following receipt of such payment from Owner for that portion of the Work or for supplies, provided that Owner is making payments to Construction Manager in accordance with this Agreement;

10.3.4 rejected or Defective Work not corrected in a timely fashion;

10.3.5 reasonable evidence of delay in performance of the Work such that the Work will not be completed by the Dates of Substantial or Final Completion;

10.3.6 reasonable evidence demonstrating that the unpaid balance of the GMP is insufficient to fund the cost to complete the Work; and

10.3.7 uninsured third-party claims involving Construction Manager or reasonable evidence demonstrating that third-party claims are likely to be filed unless and until Construction Manager furnishes Owner with adequate security in the form of a surety bond, letter of credit, or other collateral or commitment sufficient to discharge such claims if established.

No later than seven (7) Days after receipt of an application for payment, Owner shall give written notice to Construction Manager, at the time of disapproving or nullifying all or part of an application for payment, stating its specific reasons for such disapproval or nullification, and the remedial actions to be taken by Construction Manager in order to receive payment. When the above reasons for disapproving or nullifying an application for payment are removed, payment will be promptly made for the amount previously withheld.

10.4 ACCEPTANCE OF WORK Neither Owner's payment of progress payments nor its partial or full use or occupancy of the Project constitutes acceptance of Work not complying with the Contract Documents.

10.5 PAYMENT DELAY If for any reason not the fault of Construction Manager Construction Manager does not receive a progress payment from Owner within seven (7) Days after the time such payment is due, then Construction Manager, upon giving seven (7) Days' written notice to Owner, and without prejudice to and in addition to any other legal remedies, may stop Work until payment of the full amount owing to Construction Manager has been received, including interest for late payment. If Construction Manager incurs costs or is delayed resulting from shutdown, delay, and start-up, Construction Manager may seek an equitable adjustment in the GMP and Dates of Substantial or Final Completion may be equitably adjusted by a Change Order in accordance with ARTICLE 9.



10.6 SUBSTANTIAL COMPLETION

10.6.1 Construction Manager shall notify Owner and, if directed, Design Professional when it considers Substantial Completion of the Work or a designated portion to have been achieved. Owner, with the assistance of its Design Professional, shall promptly conduct an inspection to determine whether the Work or designated portion can be occupied or used for its intended use by Owner without excessive interference in completing any remaining unfinished Work. If Owner determines that the Work or designated portion has not reached Substantial Completion, Owner, with the assistance of its Design Professional, shall promptly compile a list of items to be completed or corrected so Owner may occupy or use the Work or designated portion for its intended use. Construction Manager shall promptly complete all items on the list.

10.6.2 When Substantial Completion of the Work or a designated portion is achieved, Construction Manager shall prepare a Certificate of Substantial Completion establishing the date of Substantial Completion and the respective responsibilities of each Party for interim items such as security, maintenance, utilities, insurance, and damage to the Work, and fixing the time for completion of all items on the list accompanying the Certificate. The Certificate of Substantial Completion shall be submitted by Construction Manager to Owner and, if directed, to Design Professional for written acceptance of responsibilities assigned in the Certificate of Substantial Completion.

10.6.3 Unless otherwise provided in the Certificate of Substantial Completion, warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or a designated portion.

10.6.4 Upon Owner's written acceptance of the Certificate of Substantial Completion, Owner shall pay to Construction Manager the remaining retainage held by Owner for the Work described in the Certificate of Substantial Completion less a sum equal to one hundred and fifty percent (150%) of the estimated cost of completing or correcting remaining items on that part of the Work, as agreed to by the Parties as necessary to achieve Final Completion. Uncompleted items shall be completed by Construction Manager in a mutually agreed upon timeframe. Owner shall pay Construction Manager monthly the amount retained for unfinished items as each item is completed.

10.7 PARTIAL OCCUPANCY OR USE

10.7.1 Owner may occupy or use completed or partially completed portions of the Work when (a) the portion of the Work is designated in a Certificate of Substantial Completion, (b) appropriate insurer(s) consent to the occupancy or use, and (c) public authorities authorize the occupancy or use. Construction Manager shall not unreasonably withhold consent to partial occupancy or use. Owner shall not unreasonably refuse to accept partial occupancy.

10.8 FINAL COMPLETION AND FINAL PAYMENT

10.8.1 Upon notification from Construction Manager that the Work is complete and ready for final inspection and acceptance, Owner, with the assistance of its Design Professional shall promptly conduct an inspection to determine if the Work has been completed and is acceptable under the Contract Documents.

10.8.2 When the Work is complete, Construction Manager shall prepare for Owner's written acceptance a final application for payment stating that to the best of Construction Manager's knowledge, and based on Owner's inspections, the Work has reached Final Completion in accordance with the Contract Documents.



10.8.3 Final payment of the balance of the GMP shall be made to Construction Manager within twenty (20) Days after Construction Manager has submitted an application for final payment, including submissions required under §10.8.4, and a Certificate of Final Completion has been executed by the Parties.

10.8.4 Final payment shall be due on Construction Manager's submission of the following to Owner:

10.8.4.1 an affidavit declaring any indebtedness connected with the Work, to have been paid, satisfied, or to be paid with the proceeds of final payment, so as not to encumber Owner's property;

10.8.4.2 as-built drawings, manuals, copies of warranties, and all other close-out documents required by the Contract Documents;

10.8.4.3 release of any liens, conditioned on final payment being received;

10.8.4.4 consent of any surety; and

10.8.4.5 any outstanding known and unreported accidents or injuries experienced by Construction Manager or its Subcontractors at the Worksite.

10.8.5 If, after Substantial Completion of the Work, the Final Completion of a portion of the Work is materially delayed through no fault of Construction Manager, Owner shall pay the balance due for any portion of the Work fully completed and accepted. If the remaining contract balance for Work not fully completed and accepted is less than the retained amount before payment, Construction Manager shall submit to Owner and, if directed, Design Professional the written consent of any surety to payment of the balance due for portions of the Work that are fully completed and accepted. Such payment shall not constitute a waiver of claims, but otherwise shall be governed by this §10.8.

10.8.6 OWNER RESERVATION OF CLAIMS Owner's claims not reserved in writing with final payment are waived, except for claims relating to liens or similar encumbrances, warranties, Defective Work, and latent defects.

10.8.7 ACCEPTANCE OF FINAL PAYMENT Unless Construction Manager provides written identification of unsettled claims with an application for final payment, its acceptance of final payment constitutes a waiver of such claims.

10.9 LATE PAYMENT Payments due but unpaid shall bear interest from the date payment is due at the statutory rate at the place of the Project.

ARTICLE 11 INDEMNITY, INSURANCE, AND BONDS

11.1 INDEMNITY

11.1.1 To the fullest extent permitted by law, Construction Manager shall indemnify and hold harmless Owner, Owner's officers, directors, members, consultants, agents, and employees, Design Professional, and Others (the "Indemnitees") from all claims for bodily injury and property damage, other than to the Work itself and other property insured, including reasonable attorneys' fees, costs, and expenses, that may arise from the performance of the Work, but only to the extent caused by the negligent or intentionally wrongful acts or omissions of Construction Manager, Subcontractors, Suppliers, Subsubcontractors, or anyone employed directly or indirectly by any of them or by anyone



for whose acts any of them may be liable. Construction Manager shall be entitled to reimbursement of any defense costs paid above Construction Manager's percentage of liability for the underlying claim to the extent provided for by §11.1.2.

11.1.2 To the fullest extent permitted by law, Owner shall indemnify and hold harmless Construction Manager, its officers, directors, members, consultants, agents, and employees, Subcontractors, Suppliers, or anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable from all claims for bodily injury and property damage, other than property insured, including reasonable attorneys' fees, costs, and expenses, that may arise from the performance of work by Owner, Design Professional, or Others, but only to the extent caused by the negligent or intentionally wrongful acts or omissions by Owner, Design Professional, or Others. Owner shall be entitled to reimbursement of any defense costs paid above Owner's percentage of liability for the underlying claim to the extent provided for by §11.1.1.

11.1.3 NO LIMITATION ON LIABILITY In any and all claims against the Indemnitees by any employee of Construction Manager, anyone directly or indirectly employed by Construction Manager, or anyone for whose acts Construction Manager may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Construction Manager under workers' compensation acts, disability benefit acts, or other employment benefit acts.

11.2 INSURANCE

11.2.1 Before starting the Work and as a condition precedent to payment, Construction Manager shall procure and maintain in force Workers' Compensation Insurance, Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance ("CGL"). The CGL policy shall include coverage for liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, contractual liability, and broad form property damage. Construction Manager shall maintain completed operations liability insurance for one year after Substantial Completion, or as required by the Contract Documents, whichever is longer. Construction Manager's Employers' Liability, Business Automobile Liability and CGL policies shall be written with at least the following limits of liability:

11.2.1.1 Employers' Liability Insurance

- (a) \$1,000,000 bodily injury by accident per accident.
- (b) \$1,000,000 bodily injury by disease policy limit.
- (c) \$1,000,000 bodily injury by disease per employee.

11.2.1.2 Business Automobile Liability Insurance \$1,000,000 per accident.

11.2.1.3 Commercial General Liability Insurance

- (a) \$5,000,000 per occurrence.
- (b) \$20,000,000 general aggregate.
- (c) \$[] products/completed operations aggregate.
- (d) \$[] personal and advertising injury limit.

11.2.2 Employers' Liability, Business Automobile Liability, and CGL coverages required under §11.2.1 may be provided by a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or umbrella liability policies.

11.2.3 Construction Manager shall maintain in effect all insurance coverage required under §11.2.1 with insurance companies lawfully authorized to do business in the jurisdiction in which the Project is



located. If Construction Manager fails to obtain or maintain any insurance coverage required under this Agreement, Owner may purchase such coverage and charge the expense to Construction Manager, or terminate this Agreement.

11.2.4 To the extent commercially available to Construction Manager from its current insurance company, insurance policies required under §11.2.1 shall contain a provision that the insurance company or its designee must give Owner written notice transmitted in paper or electronic format: (a) thirty (30) Days before coverage is nonrenewed by the insurance company and (b) within ten (10) Business Days after cancelation of coverage by the insurance company. Before commencing the Work and upon renewal or replacement of the insurance policies, Construction Manager shall furnish Owner with certificates of insurance until one year after Substantial Completion or longer if required by the Contract Documents. In addition, if any insurance policy required under §11.2.1 is not to be immediately replaced without lapse in coverage when it expires, exhausts its limits, or is to be cancelled, Construction Manager shall give Owner prompt written notice upon actual or constructive knowledge of such condition.

11.3 PROPERTY INSURANCE

11.3.1 Unless otherwise directed in writing by Owner, before starting the Work, Construction Manager shall obtain and maintain a Builder's Risk Policy upon the entire Project for the full cost of replacement at the time of loss, including existing structures. This insurance shall also (a) name Construction Manager, Subcontractors, Subsubcontractors, and Design Professional as named insureds; (b) be written in such form to cover all risks of physical loss except those specifically excluded by the policy; and (c) insure at least against and not exclude:

11.3.1.1 the perils of fire, lightning, explosion, windstorm, hail, smoke, aircraft (except aircraft, including helicopter, operated by or on behalf of Construction Manager) and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, debris removal, flood, earthquake, earth movement, water damage, wind damage, testing if applicable, collapse, however caused;

11.3.1.2 damage resulting from defective design, workmanship, or material;

11.3.1.3 coverage extension for damage to existing buildings, plant, or other structures at the Worksite, when the Project is contained within or attached to such existing buildings, plant or structures. Coverage shall be to the extent loss or damage arises out of Construction Manager's activities or operations at the Project;

11.3.1.4 equipment breakdown, including mechanical breakdown, electrical injury to electrical devices, explosion of steam equipment, and damage to steam equipment caused by a condition within the equipment;

11.3.1.5 testing coverage for running newly installed machinery and equipment at or beyond the specified limits of their capacity to determine whether they are fit for their intended use; and

11.3.1.6 physical loss resulting from Terrorism.

11.3.2 The Party that is the primary cause of a Builder's Risk Policy claim shall be responsible for any deductible amounts or coinsurance payments. If no Party is the primary cause of a claim, then the Party obtaining and maintaining the Builder's Risk Policy pursuant to §11.3.1 shall be responsible for the deductible amounts or coinsurance payments. This policy shall provide for a waiver of subrogation. This insurance shall remain in effect until final payment has been made or until no person or entity other than Owner has an insurable interest in the property to be covered by this



insurance, whichever is sooner. Partial occupancy or use of the Work shall not commence until Owner has secured the consent of the insurance company or companies providing the coverage required in this subsection. Before commencing the Work, Owner shall provide a copy of the property policy or policies obtained in compliance with this §11.3.

11.3.3 If Owner elects to purchase the property insurance required by this Agreement, including all of the coverages and deductibles for the same durations specified in this §11.3, Owner shall give written notice to Construction Manager before the Work is commenced and provide a copy of the property policy or policies obtained in compliance with this §11.3. Owner may then provide insurance to protect its interests and the interests of the Construction Manager, Subcontractors, Suppliers, and Subsubcontractors. The cost of this insurance shall be paid by Owner in a Change Order. If Owner gives written notice of its intent to purchase property insurance required by this Agreement and fails to purchase or maintain such insurance, Owner shall be responsible for costs reasonably attributed to such failure.

11.3.4 The Parties each waive all rights against each other and their respective employees, agents, contractors, subcontractors, suppliers, subsubcontractors, and design professionals for damages caused by risks covered by the property insurance provided under §11.3.1, except such rights as they may have to the proceeds of the insurance. To the extent of the limits of Construction Manager's Commercial General Liability Insurance specified in §11.2.1 Construction Manager shall indemnify and hold harmless Owner against any and all liability, claims, demands, damages, losses, and expenses, including attorneys' fees, in connection with or arising out of any damage or alleged damage to any of Owner's existing adjacent property that may arise from the performance of the Work, to the extent caused by the negligent or intentionally wrongful acts or omissions of Construction Manager, Subcontractor, Supplier, Subsubcontractor, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable.

11.3.5 RISK OF LOSS Except to the extent a loss is covered by applicable insurance, risk of loss from damage to the Work shall be upon the Party obtaining and maintaining the Builder's Risk Policy pursuant to §11.3.1 until the Date of Final Completion.

11.3.6 POLLUTION LIABILITY INSURANCE Construction Manager ☐ is/ ☐ is not required to maintain pollution liability insurance. Unless indicated affirmatively, the obligation to procure such insurance is not triggered.

11.3.6.1 If applicable: in the following amounts: 1,000,000 per occurrence, and shall apply for two year(s) after Final Completion. The policy shall cover Construction Manager's liability during construction, removal, storage, encapsulation, transport and disposal of hazardous waste and contaminated soil, and asbestos abatement. The policy shall include coverage for on-site and off-site bodily injury and loss of damage to, or loss of use of property, directly or indirectly arising out of the discharge, dispersal, release, or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gas, waste materials, or other irritants, contaminants or pollutants into or upon the land, the atmosphere or any water body, whether it be gradual or sudden and accidental. The policy shall not have exclusions for mold or asbestos.

11.4 ADDITIONAL GENERAL LIABILITY COVERAGE Owner ☒ shall/ ☐ shall not require Construction Manager to purchase and maintain additional liability coverage. If required, Construction Manager shall provide:

11.4.1 ☒ Additional Insured. Owner shall be named as an additional insured on Construction Manager's CGL specified, for on-going operations and completed operations, excess/umbrella



liability, commercial automobile liability, and any required pollution liability, but only with respect to liability for bodily injury, property damage, or personal and advertising injury to the extent caused by the negligent acts or omissions of Construction Manager, or those acting on Construction Manager's behalf, in the performance of Construction Manager's work for Owner at the Worksite. The insurance of the Construction Manager and its Subcontractors (both primary and excess) shall be primary to any insurance available to the Additional Insureds. Any insurance available to the Additional Insureds shall be excess and non-contributory.

11.4.2 ☒ OCP. Construction Manager shall provide an Owners' and Contractors' Protective Liability Insurance ("OCP") policy with limits equal to the limits on CGL specified, or limits as otherwise required by Owner.

Any documented additional cost in the form of a surcharge associated with procuring the additional liability coverage in accordance with this subsection shall be paid by Owner directly or the costs may be reimbursed by Owner to Construction Manager by increasing the Contract Price to correspond to the actual cost required to purchase and maintain the coverage. Before commencing the Work, Construction Manager shall provide either a copy of the OCP policy, or a certificate and endorsement evidencing that Owner has been named as an additional insured, as applicable.

11.4.3 ROYALTIES, PATENTS, AND COPYRIGHTS Construction Manager shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods, or systems selected by Construction Manager and incorporated in the Work. Construction Manager shall defend, indemnify, and hold Owner harmless from all suits or claims for infringement of any patent rights or copyrights arising out of such selection. Owner agrees to defend, indemnify, and hold Construction Manager harmless from any suits or claims of infringement of any patent rights or copyrights arising out of any patented or copyrighted materials, methods, or systems specified by Owner or Design Professional.

11.5 BONDS Performance and Payment Bonds ☒ are/ ☐ are not required of Construction Manager. Such bonds shall be issued by a surety admitted in the state in which the Project is located and must be acceptable to Owner. Owner's acceptance shall not be withheld without a reasonable cause. The penal sum of the bonds shall each be one hundred percent (100%) of the GMP. Construction Manager shall endeavor to keep its surety advised of changes potentially impacting the GMP and Contract Time, though Construction Manager shall require that its surety waives any requirement to be notified of any alteration or extension of time.

11.6 PROFESSIONAL LIABILITY INSURANCE To the extent Construction Manager is required to procure design services in accordance with §3.17, Construction Manager shall require its design professionals to obtain professional liability insurance for claims arising from the negligent performance of professional services under this Agreement, with a company reasonably satisfactory to Owner, including coverage for all professional liability caused by any consultants to Construction Manager's design professional, written for not less than two million dollars (\$2,000,000) per claim and in the aggregate. Construction Manager's design professional shall pay the deductible. The Professional Liability Insurance shall contain a retroactive date providing prior acts coverage sufficient to cover all Services performed by the Construction Manager's design professional for this Project. Coverage shall be continued in effect for two (2) year(s) following Substantial Completion. Construction Manager's design professional shall pay the self-insured retention and deductible.

ARTICLE 12 SUSPENSION, NOTICE TO CURE, AND TERMINATION

12.1 SUSPENSION BY OWNER FOR CONVENIENCE



12.1.1 OWNER SUSPENSION Should Owner order Construction Manager in writing to suspend, delay, or interrupt the performance of the Work for the convenience of Owner and not due to any act or omission of Construction Manager or any person or entity for whose acts or omissions Construction Manager may be liable, then Construction Manager shall immediately suspend, delay, or interrupt that portion of the Work for the time period ordered by Owner.

12.1.2 Any action taken by Owner that is permitted by any other provision of the Contract Documents and that results in a suspension of part or all of the Work does not constitute a suspension of Work under this section.

12.2 NOTICE TO CURE A DEFAULT If Construction Manager persistently fails to supply enough properly qualified workers, proper materials, or equipment to maintain the approved Schedule of the Work or fails to make prompt payment to its workers, Subcontractors, or Suppliers, disregards a Law or orders of any public authority having jurisdiction, or is otherwise guilty of a material breach of a provision of this Agreement, Construction Manager may be deemed in default.

12.2.1 After receiving Owner's written notice, if Construction Manager fails within seven (7) Days after receipt of written notice to commence and continue satisfactory correction of such default with diligence and promptness, then Owner shall give Construction Manager a second notice to correct the default within three (3) Business Days after receipt. The second notice to Construction Manager, and if applicable, the surety, may include, that Owner intends to terminate this Agreement for default absent appropriate corrective action.

12.2.2 If Construction Manager fails to promptly commence and continue satisfactory correction of the default following receipt of such second notice, Owner without prejudice to any other rights or remedies may: (a) take possession of the Worksite; (b) complete the Work utilizing reasonable means; (c) withhold payment due to Construction Manager; and (d) as Owner deems necessary, supply workers and materials, equipment, and other facilities for the satisfactory correction of the default, and charge Construction Manager, the costs and expenses, including reasonable Overhead, profit, and attorneys' fees.

12.2.3 In the event of an emergency affecting the safety of persons or property, Owner may immediately commence and continue satisfactory correction of such default without first giving written notice to Construction Manager, but shall give Construction Manager prompt written notice.

12.3 OWNER'S RIGHT TO TERMINATE FOR DEFAULT

12.3.1 Upon expiration of the second notice to cure pursuant to §12.2, and absent appropriate corrective action, Owner may terminate this Agreement by written notice. Termination for default is in addition to any other remedies available to Owner under §12.2. Termination for default is in addition to any other remedies available to Owner under §12.2. If Owner's costs arising out of Construction Manager's failure to cure, including the costs of completing the Work and reasonable attorneys' fees, exceed the unpaid GMP, Construction Manager shall be liable to Owner for such excess costs. If Owner's costs are less than the unpaid GMP, Owner shall pay the difference to Construction Manager. If Owner exercises its rights under this section, upon the request of Construction Manager, Owner shall furnish to Construction Manager a detailed accounting of the costs incurred by Owner.

12.3.2 If Owner or Others perform work under this section, Owner shall have the right to take and use any materials and supplies for which Owner has paid and located at the Worksite for the purpose of completing any remaining Work. Owner or Others performing work under §12.3 shall also have the right to use construction tools and equipment belonging to the Construction Manager or its subcontractors and located on the Worksite for the purpose of completing the remaining Work but



only after Construction Manager's written consent which shall not be unreasonably withheld. If Owner uses Construction Manager's construction tools and equipment in accordance with this subsection, then Owner shall indemnify and hold harmless Construction Manager and applicable Subcontractors and the agents, officers, directors, and employees of each of them, from and against all claims, damages, losses, costs, and expenses, including but not limited to reasonable attorneys' fees, costs, and expenses incurred in connection with Owner's use of Construction Manager's or applicable subcontractor's construction tools and equipment. Immediately upon completion of the Work, any remaining materials, supplies, or equipment not consumed or incorporated in the Work shall be returned to Construction Manager in substantially the same condition as when they were taken, reasonable wear and tear excepted.

12.3.3 If Construction Manager files a petition under the Bankruptcy Code, this Agreement shall terminate if: (a) Construction Manager or Construction Manager's trustee rejects the Agreement; (b) a default occurred and Construction Manager is unable to give adequate assurance of required performance; or (c) Construction Manager is otherwise unable to comply with the requirements for assuming this Agreement under the applicable provisions of the Bankruptcy Code.

12.3.4 Owner shall make reasonable efforts to mitigate damages arising from Construction Manager's default, and shall promptly invoice Construction Manager for all amounts due pursuant to §12.2 and §12.3.

12.4 TERMINATION BY OWNER FOR CONVENIENCE

12.4.1 Upon Construction Manager's receipt of written notice from Owner, Owner may, without cause, terminate this Agreement. Construction Manager shall immediately stop the Work, follow Owner's instructions regarding shutdown and termination procedures, and strive to minimize any further costs.

12.4.2 If Owner terminates this Agreement for convenience, Construction Manager shall be paid (a) for the Work performed to date including Overhead and profit; (b) for all demobilization costs and costs incurred resulting from termination, but not including Overhead or profit on Work not performed; and (c) reasonable attorneys' fees and costs related to termination; and (d) a premium as follows: zero.

12.4.3 If Owner terminates this Agreement, Construction Manager shall:

12.4.3.1 execute and deliver to Owner all papers and take all action required to assign, transfer, and vest in Owner the rights of Construction Manager to all materials, supplies, and equipment for which payment has been or will be made in accordance with the Contract Documents and all subcontracts, orders, and commitments which have been made in accordance with the Contract Documents;

12.4.3.2 exert reasonable effort to reduce to a minimum Owner's liability for subcontracts, orders, and commitments that have not been fulfilled at the time of the termination;

12.4.3.3 cancel any subcontracts, orders, and commitments as Owner directs; and

12.4.3.4 sell at prices approved by Owner any materials, supplies, and equipment as Owner directs, with all proceeds paid or credited to Owner.

12.5 CONSTRUCTION MANAGER'S RIGHT TO TERMINATE



12.5.1 Seven (7) Days after Owner's receipt of written notice from Construction Manager, Construction Manager may terminate this Agreement if the Work has been stopped for a thirty (30) Day period through no fault of Construction Manager for any of the following reasons:

12.5.1.1 under court order or order of other governmental authorities having jurisdiction;

12.5.1.2 as a result of the declaration of a national emergency or other governmental act during which, through no act or fault of Construction Manager, materials are not available; or

12.5.1.3 suspension by Owner for convenience pursuant to §12.1.

12.5.2 In addition, upon seven (7) Days' written notice to Owner and an opportunity to cure within three (3) Days, Construction Manager may terminate this Agreement if Owner:

12.5.2.1 fails to furnish reasonable evidence pursuant to §4.2 that sufficient funds are available and committed for Project financing, or

12.5.2.2 assigns this Agreement over Construction Manager's reasonable objection, or

12.5.2.3 fails to pay Construction Manager in accordance with this Agreement and Construction Manager has stopped Work in compliance with §10.5, or

12.5.2.4 otherwise materially breaches this Agreement.

12.5.3 Upon termination by Construction Manager in accordance with this section, Construction Manager shall be entitled to recover from Owner payment for all Work executed and for any proven loss, cost, or expense in connection with the Work, including all demobilization costs plus reasonable Overhead and profit on Work not performed.

12.6 OBLIGATIONS ARISING BEFORE TERMINATION Even after termination, the provisions of this Agreement still apply to any Work performed, payments made, events occurring, costs charged or incurred, or obligations arising before the termination date.

ARTICLE 13 DISPUTE MITIGATION AND RESOLUTION

13.1 WORK CONTINUANCE AND PAYMENT Unless otherwise agreed in writing, Construction Manager shall continue the Work and maintain the Schedule of the Work during any dispute mitigation or resolution proceedings. If Construction Manager continues to perform, Owner shall continue to make payments in accordance with this Agreement.

13.2 DIRECT DISCUSSIONS If the Parties cannot reach resolution on a matter relating to or arising out of this Agreement, the Parties shall endeavor to reach resolution through good faith direct discussions between the Parties' representatives, who shall possess the necessary authority to resolve such matter and who shall record the date of first discussions. If the Parties' representatives are not able to resolve such matter within five (5) Business Days from the date of first discussion, the Parties' representatives shall immediately inform senior executives of the Parties in writing that a resolution could not be reached. Upon receipt of such notice, the senior executives of the Parties shall meet within five (5) Business Days to endeavor to reach resolution. If the dispute remains unresolved after fifteen (15) Days from the date of first discussion, the Parties shall submit such matter to the dispute mitigation and dispute resolution procedures selected below.



13.3 MITIGATION If the Parties select one of the dispute mitigation procedures provided in this section, disputes remaining unresolved after direct discussions shall be directed to the selected mitigation procedure. The dispute mitigation procedure shall result in a nonbinding finding on the matter, which may be introduced as evidence at a subsequent binding adjudication of the matter, as designated in §13.5. The Parties agree that the dispute mitigation procedure shall be:

- ☐ Project Neutral ("Neutral")
- ☒ Dispute Review Board (DRB).

13.3.1 MITIGATION PROCEDURES As soon as practicable after the execution of this Agreement, the Neutral or DRB shall be mutually selected and appointed by the Parties and shall execute a retainer agreement with the Parties establishing the scope of responsibilities, including requirements for nonbinding findings. Costs and expenses of the Neutral or DRB shall be shared equally by the Parties. A Neutral or DRB shall be available to either Party, upon request, throughout the course of the Project, and shall make regular visits to the Project so as to maintain an up-to-date understanding of the Project progress and issues and to enable the Neutral or DRB to address matters in dispute between the Parties promptly and knowledgeably.

13.3.2 If the matter remains unresolved following the issuance of the nonbinding findings or such findings are not made within five (5) Business Days of the referral, the Parties shall submit the matter to the binding dispute resolution procedure designated in §13.5.

13.3.3 If the Parties agree to use a DRB, then the dispute mitigation procedures and time requirements in §13.3.1 and §13.3.2. shall be governed by the specifications and agreement applicable to that DRB.

13.4 MEDIATION If direct discussions pursuant to §13.2 do not result in resolution of the matter and no dispute mitigation procedure is selected under §13.3, the Parties shall endeavor to resolve the matter by mediation through the current Construction Industry Mediation Rules of the American Arbitration Association, or the Parties may mutually agree to select another set of mediation rules. The administration of the mediation shall be as mutually agreed by the Parties. The mediation shall be convened within thirty (30) Days of the matter first being discussed and shall conclude within forty-five (45) Business Days of the matter first being discussed. Either Party may terminate the mediation at any time after the first session by written notice to the non-terminating Party and mediator. The costs of the mediation shall be shared equally by the Parties.

13.5 BINDING DISPUTE RESOLUTION If the matter is unresolved after submission of the matter to a mitigation procedure or to mediation, the Parties shall submit the matter to the binding dispute resolution procedure selected below:

- ☒ Arbitration using:
 - ☒ the current Construction Industry Arbitration Rules of the AAA and administered by the AAA;
 - ☐ the current JAMS Engineering and Construction Arbitration Rules and Procedures and administered by JAMS; or
 - ☐ the current arbitration rules of [_____] and administered by [_____].

Unless the Parties mutually agree otherwise in writing, if arbitration is selected as the binding dispute resolution procedure and this Agreement does not specify the arbitration rules to be utilized, then the



arbitration shall be conducted using the current Construction Industry Arbitration Rules of the AAA and the arbitration shall be administered by the AAA.

☐ Litigation in either the state or federal court having jurisdiction of the matter in the location of the Project.

13.6 COSTS The costs of any binding dispute resolution procedures and reasonable attorneys' fees shall be borne by the non-prevailing Party, as determined by the adjudicator of the dispute.

13.7 VENUE To the extent permitted by Law, the venue of any binding dispute resolution procedure shall be the location of the Project.

13.8 MULTIPARTY PROCEEDING All parties necessary to resolve a matter agree to be parties to the same dispute resolution proceeding, if possible. Appropriate provisions shall be included in all other contracts relating to the Work to provide for the joinder or consolidation of such dispute resolution procedures.

13.9 LIEN RIGHTS Nothing in this article shall limit any rights or remedies not expressly waived by Construction Manager which Construction Manager may have under lien laws.

ARTICLE 14 MISCELLANEOUS

14.1 EXTENT OF AGREEMENT Except as expressly provided, this Agreement is for the exclusive benefit of the Parties, and not the benefit of any third party. This Agreement represents the entire and integrated agreement between the Parties, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement and each and every provision is for the exclusive benefit of the Parties and not for the benefit of any third party.

14.2 ASSIGNMENT Except as to the assignment of proceeds, neither Party shall assign their interest in this Agreement without the written consent of the other Party. The terms and conditions of this Agreement shall be binding upon both Parties, their partners, successors, assigns, and legal representatives. Neither Party shall assign the Agreement as a whole without written consent of the other except that Owner may assign the Agreement to a wholly owned subsidiary of Owner when Owner has fully indemnified Construction Manager or to an institutional lender providing construction financing for the Project as long as the assignment is no less favorable to Construction Manager than this Agreement. If such assignment occurs, Construction Manager shall execute any consent reasonably required. In such event, the wholly owned subsidiary or lender shall assume Owner's rights and obligations under the Contract Documents. If either Party attempts to make such an assignment, that Party shall nevertheless remain legally responsible for all obligations under this Agreement, unless otherwise agreed by the other Party.

14.3 GOVERNING LAW The law in effect at the location of the Project shall govern this Agreement.

14.4 SEVERABILITY The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.

14.5 NOTICE Unless changed in writing, a Party's address indicated in Article 1 shall be used when delivering notice to a physical address. Except for Agreement termination and as otherwise specified in the Contract Documents, notice is effective upon transmission by any effective means, including U.S. postal service and overnight delivery service.

14.6 NO WAIVER OF PERFORMANCE Either Party's failure to insist upon any of its rights, in any one or more instances, on the performance of any of the terms, covenants, or conditions of this Agreement, or to



exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, condition, or right with respect to further performance or any other term, covenant, condition, or right.

14.7 TITLES The titles given to the articles are for ease of reference only and shall not be relied upon or cited for any other purpose.

14.8 JOINT DRAFTING The Parties expressly agree that this Agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms before execution. Therefore, this Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

14.9 PREVAILING WAGE If Project is subject to local, state, and/or federal prevailing wage and fringe benefit requirements, including but not limited to MCL 408.1101 (as amended), the Inflation Reduction Act of 2022 (as amended), or other Owner-mandated wage requirements, Construction Manager shall comply with, and ensure that its subcontractors comply with, the contractual and reporting obligations. Construction Manager shall indemnify and hold the Owner harmless from any claim, damage, loss, or expense incurred by the Owner, including but not limited to reasonable attorneys' fees, in any way related to failure of the Construction Manager or its subcontractors to comply.

ARTICLE 15 CONTRACT DOCUMENTS

15.1 EXISTING CONTRACT DOCUMENTS The Contract Documents in existence at the time of execution of this Agreement are as follows:

- (a) Drawings: ☐
- (b) Specifications: ☐
- (c) Addenda: ☐
- (d) Owner Provided information: ☐
- (e) Other: ☐

15.2 INTERPRETATION OF CONTRACT DOCUMENTS

15.2.1 The drawings and specifications are complementary. If Work is shown only on one but not on the other, Construction Manager shall perform the Work as though fully described on both.

15.2.2 In case of conflicts between the drawings and specifications, the specifications shall govern. In any case of omissions or errors in figures, drawings, or specifications, Construction Manager shall immediately submit the matter to Owner for clarification. Subject to an equitable adjustment in the GMP, Dates of Substantial or Final Completion pursuant to ARTICLE 9 or a dispute mitigation and resolution, Owner's clarifications are final and binding.

15.2.3 Where figures are given, they shall be preferred to scaled dimensions.

15.2.4 Unless otherwise specifically defined in this Agreement, any terms that have well-known technical or trade meanings shall be interpreted in accordance with their well-known meanings.

15.2.5 ORDER OF PRECEDENCE In case of any inconsistency, conflict, or ambiguity among the Contract Documents, the documents shall govern in the following order: (a) Change Orders and written amendments to this Agreement; (b) the Agreement; (c) subject to §15.2.2 the drawings, specifications, and addenda issued before the execution of this Agreement; (d) approved submittals; (e) information furnished by Owner pursuant to §3.15.4 or designated as a Contract Document in §15.1; (f) other Contract Documents listed in this Agreement.



OWNER: []

BY: _____ NAME: _____ TITLE: _____

WITNESS: _____ NAME: _____ TITLE: _____

CONSTRUCT MANAGER: []

BY: _____ NAME: _____ TITLE: _____

WITNESS: _____ NAME: _____ TITLE: _____

END OF DOCUMENT.



ATTACHMENT E: Proposed Timeline

Phase 3: Final Site Plan & Design Review, Preparation of Construction Plans	
10/31	Post RFP for final design and construction plan preparation (due 11/21)
11/13 - SCC	Project Update
11/21 – RFP Proposals	Final design and construction plan proposals due
11/27 - SCC	Review and evaluate architectural proposals received
12/9 – CC	- Recommend and/or interview architectural consultants at City Commission - Award AE contract
12/11 - SCC	Begin design discussions with architectural consultants
12/18 – SCC	- Continue design discussion - Review draft RFP for Construction Manager (CM)
1/8/25 - SCC	Continue design discussion
1/13/25 - CC	- Review Bond Language (May 2025 Vote) - Review CM RFP for release
1/15/25	Post RFP for Construction Manager (due 2/6)
1/22/25 - SCC	Continue design discussion
2/6/25	Construction Manager Proposals Due
2/11/25	Deadline for Bond Language to Oakland County
2/19/25 - SCC	Review and Recommend CM firm to City Commission
2/24/25 - CC	- Recommend and/or interview CM firms at City Commission - Award CM contract
2/26/25 – SCC	Kickoff CM Firm for Schematic Design (SD) Budget
3/5/25 - SCC	Continue Schematic Design review
3/10/25 - CC	Present Schematic Design progress for review
3/26/25 -SCC	Review Schematic Design Budget
4/7/25 -CC	Schematic Design and Budget Estimate to Commission for review and comment
5/6/25 – Special Edition	Bond Vote
5/7/25 - SCC	Review City Commission comments with AE and CM, start Design Development (DD)
5/21/25 – SCC	Design Development review
6/4/25 – SCC	Continue DD review
6/18/25 - SCC	Continue DD review
7/2/25	DD Submit for Review, CM Prepare budget update
7/16/23 - SCC	Review DD Package
7/23/25 – SCC	Review DD Budget
7/28/25 – CC	Present Design Development and Budget to City Commission for comments
8/6/25 – SCC	Review Comments from CC with AE Kickoff CD phase
8/20/25 - SCC	- Continue CD review - Review proposed bid package from CM

9/10/25 – SCC	• Final Review Construction Documents for Bidding • CM updates Budget Estimate for CDs
9/22/25 - CC	• Final review of CD and Budget for release of bidding
10/6/25 – CC	• Available if needed
10/15/25	• AE Issues Documents for Bidding

Phase 4: Construction & Construction Management

11/21/25	• CM submits GMP from bidding
11/26/25 - SCC	• Review of GMP and recommendation to City Commission
12/1/25 - CC	• Present GMP to CC for Approval and Award
12/2/25 – 12/26(3/27)	• 12 – 15 months of Construction

City Of Birmingham
Regular Meeting Of The Ad Hoc Senior/Recreation Center Committee
December 18, 2024
City Commission Room
151 Martin Street, Birmingham, Michigan

Minutes of the regular meeting of the City of Birmingham Ad Hoc Senior/Recreation Center Committee (SCC) held on December 18, 2024. The meeting was convened at 3:00 p.m.

A. Roll Call

Present: Chair Dan Share, Vice Chair Clinton Baller; Committee Members Cris Braun, Jason Emerine, Pam Graham (arrived 3:09 p.m.), Bert Koseck, Donald Rogers, Kelly Stubbe

Absent: Committee Member Anthony Long; Student Representative Evan Dix

Staff: City Manager Ecker; Assistant City Managers Clemence and Fairbairn, City Attorney Kucharek

KMG: Brian Deming

Neumann Smith: Steve Gedert, Jim Stock, Jeff Winslow

The Chair acknowledged Mr. Emerine's recent appointment to the Commission, and it was noted that an engineer was being sought to replace Mr. Emerine on the SCC.

B. Approval of Minutes – December 2, 2024

MOTION: Motion by Baller, seconded by Koseck:
Motion to approve the minutes.

VOICE VOTE: Ayes, Emerine, Koseck, Rogers, Baller, Braun, Share, Stubbe
Nays, None

C. Review of Final Draft of RFP for Construction Manager

Staff, Mr. Deming, and Mr. Gedert answered informational questions from the SCC.

Updates to the draft were recommended by SCC members and integrated by consensus during discussion.

SCC comments that went beyond draft revision:

- It would be helpful if staff tracks changes in the draft.
- The estimating time for the schematic design would be three weeks, which is approximately one week shorter than a less condensed timeline might be.
- Three weeks would likely be adequate. The construction manager will have to validate Neumann Smith's estimates during that time, and it may be necessary to conduct a budget

reconciliation process. This will allow for confirmation that the proposed budget would be in alignment with the proposed design.

- The City will likely receive responses from construction managers with a range of experience with these types of projects.
- Price would not be the only consideration in selecting a construction manager.
- Having proposed lease contracts for the Commission's review prior to the release of this RFP would be appropriate.

MOTION: Motion by Rogers, seconded by Graham:

Motion to recommend to the City Commission to issue the RFP for CM services with the edits discussed.

SCC comments on the motion were as follows:

- Not every SCC member had adequate expertise regarding construction management to provide specific feedback on the RFQ.
- While that is true, that is why the SCC's membership is composed of individuals with varied, relevant professional backgrounds.
- This document was well done and very complete. Responses will provide the data needed to make a selection, and will protect the City's interests.

VOICE VOTE: Ayes, Emerine, Koseck, Rogers, Baller, Braun, Share, Stubbe
 Nays, None

D. Design Discussion for 400 E. Lincoln Schematic Design Phase

CM Ecker introduced the item. The Neumann Smith team presented the item. Staff, Mr. Deming, and the Neumann Smith team answered informational questions from the SCC.

Updates to the draft were recommended by SCC members and integrated by consensus during discussion.

SCC members raised the following points during their broader discussion:

- It may be more inclusive to call this project the Birmingham Community Center or Birmingham Recreation Center, with the option to specify the participants, instead of the senior/recreation center.
- This survey will give a broader sense of the community's preferences, and will hopefully garner community support.
- Distributing the survey online and sending this out to randomly selected residents via direct mailers would be beneficial.
- The survey needs a brief preamble that should summarize the process thus far, where the City is in the process, and why survey responses are important. Including the pertinent information and keeping the introduction short will require balance.
- It may be more appropriate to keep the survey short, and to use it to inform the program instead of also using it to publicize the project.
- The SCC should consider how non-resident usage could impact survey answers and other project aspects.
- The City will likely need OCR in order to capture any handwritten submittals.

- The survey should include demographics, and should be targeted at Birmingham residents.
- There is a difference between what residents may want included in the project, what residents think the community should provide, and what residents are likely to actually use.
- Finding some way to encourage residents to share the survey with their friends and neighbors would be useful.
- If SCC members plan on visiting other community/senior/recreation centers, they should avoid going in groups of more than four in order to avoid a potential violation of the Michigan Open Meetings Act.
- Having information on the relative budget of similar projects would be helpful. That information should factor in price increases, as possible.
- Neumann Smith should be prepared to describe the rationale behind their recommendations in order to help the layperson understand the benefits.
- During the right sizing process, having some sense of how population relates to square footage in similar projects would be helpful.
- Senior centers tend to be similar, and visiting a wider range of them after visiting a few may have negligible additional benefit.
- The schedule may seem compressed to a layperson.
- The schedule would be largely appropriate, with the understanding that some circumstances could arise that could result in delays.
- Some of the things that could extend the timeline would be the Planning Board review, requested changes in material details, or the budget estimate being higher than anticipated.
- It is worth aiming for a May 2025 vote at this time with the understanding that the vote could be delayed if necessary.
- Some concern remained about the compressed schedule.
- It would be appropriate to say that, so far, the project is proceeding in alignment with the schedule the Commission approved, and that lengthy periods of uncertainty on a variety of different points were built into the project process from the outset.
- Staff should clarify the last day the City would be able to withdraw from holding the May 2025 bond vote.
- In January 2025 it might be appropriate for the architect to solicit opinions on the broadly preferred design style of the building, so that information can be available earlier in the process.
- The architect could also plan on having a pre-application discussion with the Planning Board, in order to allow later reviews to be more successful.
- It will be important to use the remaining time in this process effectively.

E. Project Updates and Discussion

F. Miscellaneous Communications

Communications can be found in the meeting's agenda packet.

G. Meeting Open to the Public for items not on the Agenda

Christine Allen commented regarding the bond vote timing, QR codes on the surveys, and the distribution of the surveys via the mailing lists of community groups.

Kristy Barrett commented regarding the survey, the Plante Moran feasibility study conducted in advance of Van Buren Township's similar project, the project process, parking availability, and right-sizing.

No further business being evident, the meeting was adjourned at 5:36 p.m.

Jana Ecker, City Manager



Laura Eichenhorn, City Transcriptionist

APPROVED



MEMORANDUM

City Manager / City Attorney

DATE: January 8, 2025

TO: City Commission

FROM: Jana L. Ecker, City Manager and Mary M. Kucharek, City Attorney

SUBJECT: YMCA/Next – Senior Services

INTRODUCTION:

The City of Birmingham purchased 400 E. Lincoln, previously known as the YMCA Building, in July of 2023, for the development of a building and site for a permanent home of the 501(c)(3), Next, which provides senior services to members of the City of Birmingham and surrounding communities.

The City Commission has determined that a new Birmingham Senior/Recreation Center building should be constructed to provide a permanent home for Next, to maintain a YMCA branch in Birmingham, with a pool, and to provide community space and amenities for all residents to use.

BACKGROUND:

Since the purchase of the building located at 400 E. Lincoln Street, numerous meetings have been conducted by the City Commission as well as an Ad Hoc Senior /Recreation Committee, which was created by and delegated by the City of Commission to review the progress of this project. It was recommended by the Ad Hoc/Senior Recreation Committee and, thereafter approved by a resolution of the City Commission, to demolish the existing building and to construct new. Over the past year, the City Commission has worked with its professional consultants, Next, the YMCA, the City Manager and City staff in order to determine the overall building size and the space sharing opportunities to provide program needs for both Next and the YMCA, as well as community space and facilities for all Birmingham residents to enjoy.

The City Commission has determined that the new building will not exceed 49,000 square feet, nor exceed a total cost of \$32 million dollars. In December 2024, the City Commission selected Neumann Smith to head the architectural/engineering team to design the new building. Neumann Smith kicked off their work on December 11, 2024, and has since met with Next, the YMCA, and the City to review and finalize the programming needs of each organization, as well as the opportunities for shared space usage. A final program will be provided on January 31, 2025 for review and approval by the City Commission.

Concurrently, the City has continued to meet with both Next and the YMCA to negotiate agreements with each organization. The final program approved will be incorporated into the agreements with each organization to clarify which space within the building will be exclusive to Next, exclusive to the YMCA, or shared space and amenities that are open to all members of the

community, in addition to the many programs offered by both Next and the YMCA that do not require membership and are available to all. In addition, the City has also met with all of the other communities that provide funding for Next through an interlocal agreement, including Beverly Hills, Bingham Farms, and Franklin. An amendment to the existing interlocal agreement is anticipated to maintain funding to Next and to provide senior services to our residents

There is a short time frame for construction as Next has to find a new home before May 31, 2027. The anticipated schedule for the Senior/Recreation Center is as follows:

Schematic Design (SD)	Dec. 9 – Mar. 17, 2025
Schematic Design Budget Estimate	Mar. 26, 2025
SD Review and City Commission Approval	Mar. 18 – Apr. 22, 2025
Design Development (DD)	May 7 – July 2, 2025
DD Review and City Commission Approval	July 3 – July 31, 2025
Construction Plans Completed for Bidding	Aug. 1 – Sept. 26, 2025
CD Review and Final City Commission Approval	Sept. 29 – Oct. 17, 2025
Construction Procurement	Oct. 20 – Nov. 21, 2025
Construction Manager present GMP for Approval	December 8, 2025
Construction (12-15 Months)	Dec. 2025 – Dec. 2026(Mar. 2027)
Building Turnover	May 31, 2027

At this time, the City Commission is asked to approve ballot language to put a vote to the electorate to seek approval for the City to borrow no more than \$32 million dollars and issue General Obligation Unlimited Tax Bonds of the City, in one or more series, for the purpose of paying all or part of the costs of construction of a new City senior/recreation center building. The total cost will include all professional services, construction, finishes, furnishings, equipment and a pool, providing a new Senior/Recreation Center for the City and its residents. A resolution is attached for your review to consider submitting a bond proposal to the electorate at a special election on May 6, 2025, and to approve specific ballot language.

The City has been working closely with Patrick F. McGow, bond counsel of Miller Canfield, who has served as bond counsel to the City for other bond projects. Bond counsel recommends that this be a single bond issue, and that the ballot language would state that the bond is not to exceed \$32 million dollars. Should the bond proposal be approved by Birmingham residents, it is anticipated that the bond sale would occur late December 2025 to January 2026 and the first debt levy would not occur until July 1, 2026.

Bond counsel has also been involved in the development of the bond schedules in conjunction with the City's municipal financial advisors, Bendzinski & Company. Bendzinski & Company have provided detailed debt service schedules with millage requirements for \$32 million dollars in bonds to be issued in February 2026 (see Attachment 1). Debt service schedules have been included for 15, 20, 25, and 30 year terms at conservative interest rates in today's market of 3.75%, 4.00%, 4.25%, and 4.50% respectively (assuming 2.50% annual growth in taxable value). The millages to be included in the ballot proposal, dependent on the length of term selected is summarized below:

	15 Years	20 Years	25 Years	30 Years
1st Year Millage	0.6564	0.5200	0.4446	0.4891
Average Annual Millage	0.6570	0.5206	0.4446	0.3943

In the past, the City has consistently selected a 20 year term for the repayment of bond debt, and thus a 20 year term is recommended for this project as well.

Attached you will see the proposed ballot language to be submitted for a vote of the qualified electors of the City of Birmingham on the May 6, 2025 (see Attachment 2). Once the City Commission accepts a Resolution submitting to the voters a Senior/Recreational Bond Proposal and approves the proposed ballot language, then the City Clerk shall certify the language and send it to the Oakland County Clerk for submission to the City's electors on May 6, 2025. The City Clerk should be authorized and directed to file the Resolution and/or complete any forms, certificates or documents as required by the Oakland County Clerk to evidence the certification no later than Tuesday, February 11, 2025. Should the City Commission approve of the bond language and Resolution, direction would be given to the City Clerk and the County Clerk to post and publish notice of the last day of registration and notice of election as required by Michigan Election law, and have prepared and printed as provided by Michigan law, ballots for submitting the bond proposal to the electorate, which ballot shall contain the proposal and the proposition shall also be stated as a proposal on the voting machines.

LEGAL REVIEW:

The City Attorney has been working with bond counsel, the financial advisors and support the suggested City Commission action.

FISCAL IMPACT:

The fiscal impact is that the City would borrow money in an amount not to exceed \$32 million dollars, and shall issue and sell General Obligation Unlimited Tax Bonds in one or more series for the purpose of paying for the construction of a new senior/recreational center. The first debt levy would occur approximately July 21, 2026 in an amount of approximately

SUSTAINABILITY AND DESIGN CONSIDERATIONS:

The building and project development will include sustainable design elements and materials to be included and reviewed in the final site plan and design phase.

PUBLIC COMMUNICATIONS:

Since purchasing the building at 400 E. Lincoln St., there have been considerable public communications regarding this project. This project has received media attention, attention from Next members, attention from YMCA members, attention from the Ad Hoc/Senior Recreation Committee, and from the general public. The City has provided the following public communications:

- Press Releases.
- Eblasts.
- Creation of a web page on the City's website dedicated to the project.
- Promotion of the project on the homepage of the City's website.
- Updates are provided in all of the monthly City Manager reports as well as the City's Around Town e-newsletters.
- Updates have been provided in the summer edition of the Birmingham Beat Newsletter.
- The project is promoted on the City's social media channels including Facebook and Instagram.
- There have been two town hall meetings and there shall be more public engagement including surveys and town hall meetings.

- All prior City Commission meetings and Ad Hoc Committee meetings are available to be seen on the City's website and/or Vimeo.

SUMMARY:

The City Commission is asked to approve ballot language putting to a vote of the electorate to seek approval for the City to borrow no more than \$32 million dollars and issue General Obligation Unlimited Tax Bonds of the City, in one or more series, for the purpose of paying all or part of the costs of construction of a new City senior/recreation center building. The total cost will include all professional services, construction, finishes, furnishings, equipment, a pool, and providing a new Senior/Recreation Center for the City and its residents. A resolution is attached for your review to consider submitting a bond proposal to the electorate at a special election on May 6, 2025, and to approve specific ballot language.

ATTACHMENTS:

- Attachment 1: Schedule of Debt Service
- Attachment 2: Resolution submitting the Senior Recreation Center Bond Proposal with Exhibit A – Bond language proposed for the Special Election.

SUGGESTED COMMISSION ACTION:

To adopt a resolution to submit a bond proposal in an amount not to exceed \$32 million dollars to the electorate at a special election on May 6, 2025, to approve the ballot wording of the bond proposal, and to direct the City Clerk, once she certifies the language, and to send to the Oakland County Clerk for submission to the City's electors on May 6, 2025.

ATTACHMENT 1

\$32,000,000
CITY OF BIRMINGHAM
COUNTY OF OAKLAND, STATE OF MICHIGAN
UNLIMITED TAX GENERAL OBLIGATION BONDS

**SCHEDULE OF DEBT SERVICE AND MILLAGE REQUIREMENTS
15 YEAR BOND ISSUE**

Fiscal Year Beginning July 1	2026 BONDS					2026 BONDS MILLAGE		
	Principal Due October 1	Interest Rate	Interest Due October 1	Interest Due April 1 <i>NEXT</i>	Total Principal & Interest Requirements	Tax Levy July 1	Taxable Value in 1,000	Fiscal Year Millage Requirement
2026	\$ 1,005,000	3.750%	\$ 800,000	\$ 581,156	\$ 2,386,156	2026	\$3,635,076	\$ 0.6564
2027	1,310,000	3.750%	581,156	556,594	2,447,750	2027	3,725,953	0.6569
2028	1,425,000	3.750%	556,594	529,875	2,511,469	2028	3,819,101	0.6576
2029	1,540,000	3.750%	529,875	501,000	2,570,875	2029	3,914,579	0.6567
2030	1,665,000	3.750%	501,000	469,781	2,635,781	2030	4,012,443	0.6569
2031	1,795,000	3.750%	469,781	436,125	2,700,906	2031	4,112,754	0.6567
2032	1,935,000	3.750%	436,125	399,844	2,770,969	2032	4,215,573	0.6573
2033	2,080,000	3.750%	399,844	360,844	2,840,688	2033	4,320,963	0.6574
2034	2,230,000	3.750%	360,844	319,031	2,909,875	2034	4,428,987	0.6570
2035	2,390,000	3.750%	319,031	274,219	2,983,250	2035	4,539,711	0.6571
2036	2,555,000	3.750%	274,219	226,313	3,055,531	2036	4,653,204	0.6567
2037	2,730,000	3.750%	226,313	175,125	3,131,438	2037	4,769,534	0.6565
2038	2,915,000	3.750%	175,125	120,469	3,210,594	2038	4,888,773	0.6567
2039	3,110,000	3.750%	120,469	62,156	3,292,625	2039	5,010,992	0.6571
2040	3,315,000	3.750%	62,156	-	3,377,156	2040	5,136,267	0.6575
	\$ 32,000,000		\$ 5,812,531	\$ 5,012,531	\$ 42,825,063		Average:	\$ 0.6570

2026 Bond Assumptions:

Bonds Dated:	02/01/2026
First Interest Payment:	10/01/2026
Number of Days:	240 *
Subsequent Interest Payment:	04/01/2027
Number of Days:	180
First Principal Payment:	10/01/2026
Projected Interest Rate:	3.75%
2024 Taxable Value:	\$ 3,459,917,340
Growth Rate:	2.50%

17000 Kercheval Ave, Suite 230, Grosse Pointe, Michigan, 48230
PHONE: (313) 961-8222

The information contained herein was derived from sources generally recognized as reliable and does not make any representations as to correctness or completeness and has in no way been altered except to the extent that some information may be summarized, and is in no way intended to be a solicitation for orders.

\$32,000,000
CITY OF BIRMINGHAM
COUNTY OF OAKLAND, STATE OF MICHIGAN
UNLIMITED TAX GENERAL OBLIGATION BONDS

**SCHEDULE OF DEBT SERVICE AND MILLAGE REQUIREMENTS
20 YEAR BOND ISSUE**

Fiscal Year Beginning July 1	2026 BONDS					2026 BONDS MILLAGE		
	Principal Due October 1	Interest Rate	Interest Due October 1	Interest Due April 1 <i>NEXT</i>	Total Principal & Interest Requirements	Tax Levy July 1	Taxable Value in 1,000	Fiscal Year Millage Requirement
2026	\$ 405,000	4.000%	\$ 853,333	\$ 631,900	\$ 1,890,233	2026	\$3,635,076	\$ 0.5200
2027	690,000	4.000%	631,900	618,100	1,940,000	2027	3,725,953	0.5207
2028	770,000	4.000%	618,100	602,700	1,990,800	2028	3,819,101	0.5213
2029	850,000	4.000%	602,700	585,700	2,038,400	2029	3,914,579	0.5207
2030	935,000	4.000%	585,700	567,000	2,087,700	2030	4,012,443	0.5203
2031	1,030,000	4.000%	567,000	546,400	2,143,400	2031	4,112,754	0.5212
2032	1,125,000	4.000%	546,400	523,900	2,195,300	2032	4,215,573	0.5208
2033	1,225,000	4.000%	523,900	499,400	2,248,300	2033	4,320,963	0.5203
2034	1,335,000	4.000%	499,400	472,700	2,307,100	2034	4,428,987	0.5209
2035	1,445,000	4.000%	472,700	443,800	2,361,500	2035	4,539,711	0.5202
2036	1,565,000	4.000%	443,800	412,500	2,421,300	2036	4,653,204	0.5204
2037	1,690,000	4.000%	412,500	378,700	2,481,200	2037	4,769,534	0.5202
2038	1,825,000	4.000%	378,700	342,200	2,545,900	2038	4,888,773	0.5208
2039	1,965,000	4.000%	342,200	302,900	2,610,100	2039	5,010,992	0.5209
2040	2,110,000	4.000%	302,900	260,700	2,673,600	2040	5,136,267	0.5205
2041	2,265,000	4.000%	260,700	215,400	2,741,100	2041	5,264,673	0.5207
2042	2,425,000	4.000%	215,400	166,900	2,807,300	2042	5,396,290	0.5202
2043	2,600,000	4.000%	166,900	114,900	2,881,800	2043	5,531,197	0.5210
2044	2,780,000	4.000%	114,900	59,300	2,954,200	2044	5,669,477	0.5211
2045	2,965,000	4.000%	59,300	-	3,024,300	2045	5,811,214	0.5204
	\$ 32,000,000		\$ 8,598,433	\$ 7,745,100	\$ 48,343,533		Average:	\$ 0.5206

2026 Bond Assumptions:

Bonds Dated:	02/01/2026
First Interest Payment:	10/01/2026
Number of Days:	240 *
Subsequent Interest Payment:	04/01/2027
Number of Days:	180
First Principal Payment:	10/01/2026
Projected Interest Rate:	4.00%
2024 Taxable Value:	\$ 3,459,917,340
Growth Rate:	2.50%

**17000 Kercheval Ave, Suite 230, Grosse Pointe, Michigan, 48230
PHONE: (313) 961-8222**

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\$32,000,000
CITY OF BIRMINGHAM
COUNTY OF OAKLAND, STATE OF MICHIGAN
UNLIMITED TAX GENERAL OBLIGATION BONDS

**SCHEDULE OF DEBT SERVICE AND MILLAGE REQUIREMENTS
25 YEAR BOND ISSUE**

Fiscal Year Beginning July 1	2026 BONDS					2026 BONDS MILLAGE		
	Principal Due October 1	Interest Rate	Interest Due October 1	Interest Due April 1 <i>NEXT</i>	Total Principal & Interest Requirements	Tax Levy July 1	Taxable Value in 1,000	Fiscal Year Millage Requirement
2026	\$ 30,000	4.250%	\$ 906,667	\$ 679,363	\$ 1,616,029	2026	\$3,635,076	\$ 0.4446
2027	305,000	4.250%	679,363	672,881	1,657,244	2027	3,725,953	0.4448
2028	360,000	4.250%	672,881	665,231	1,698,113	2028	3,819,101	0.4446
2029	420,000	4.250%	665,231	656,306	1,741,538	2029	3,914,579	0.4449
2030	560,000	4.250%	656,306	644,406	1,860,713	2030	4,012,443	0.4637
2031	565,000	4.250%	644,406	632,400	1,841,806	2031	4,112,754	0.4478
2032	615,000	4.250%	632,400	619,331	1,866,731	2032	4,215,573	0.4428
2033	690,000	4.250%	619,331	604,669	1,914,000	2033	4,320,963	0.4430
2034	770,000	4.250%	604,669	588,306	1,962,975	2034	4,428,987	0.4432
2035	850,000	4.250%	588,306	570,244	2,008,550	2035	4,539,711	0.4424
2036	940,000	4.250%	570,244	550,269	2,060,513	2036	4,653,204	0.4428
2037	1,035,000	4.250%	550,269	528,275	2,113,544	2037	4,769,534	0.4431
2038	1,135,000	4.250%	528,275	504,156	2,167,431	2038	4,888,773	0.4433
2039	1,240,000	4.250%	504,156	477,806	2,221,963	2039	5,010,992	0.4434
2040	1,350,000	4.250%	477,806	449,119	2,276,925	2040	5,136,267	0.4433
2041	1,465,000	4.250%	449,119	417,988	2,332,106	2041	5,264,673	0.4430
2042	1,590,000	4.250%	417,988	384,200	2,392,188	2042	5,396,290	0.4433
2043	1,720,000	4.250%	384,200	347,650	2,451,850	2043	5,531,197	0.4433
2044	1,860,000	4.250%	347,650	308,125	2,515,775	2044	5,669,477	0.4437
2045	2,005,000	4.250%	308,125	265,519	2,578,644	2045	5,811,214	0.4437
2046	2,155,000	4.250%	265,519	219,725	2,640,244	2046	5,956,495	0.4433
2047	2,320,000	4.250%	219,725	170,425	2,710,150	2047	6,105,407	0.4439
2048	2,490,000	4.250%	170,425	117,513	2,777,938	2048	6,258,042	0.4439
2049	2,670,000	4.250%	117,513	60,775	2,848,288	2049	6,414,493	0.4440
2050	2,860,000	4.250%	60,775	-	2,920,775	2050	6,574,856	0.4442
	\$ 32,000,000		\$ 12,041,348	\$ 11,134,681	\$ 55,176,029		Average:	\$ 0.4446

2026 Bond Assumptions:

Bonds Dated:	02/01/2026
First Interest Payment:	10/01/2026
Number of Days:	240 *
Subsequent Interest Payment:	04/01/2027
Number of Days:	180
First Principal Payment:	10/01/2026
Projected Interest Rate:	4.25%
2024 Taxable Value:	\$ 3,459,917,340
Growth Rate:	2.50%

**17000 Kercheval Ave, Suite 230, Grosse Pointe, Michigan, 48230
PHONE: (313) 961-8222**

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\$32,000,000
CITY OF BIRMINGHAM
COUNTY OF OAKLAND, STATE OF MICHIGAN
UNLIMITED TAX GENERAL OBLIGATION BONDS

SCHEDULE OF DEBT SERVICE AND MILLAGE REQUIREMENTS
30 YEAR BOND ISSUE

Fiscal Year Beginning July 1	2026 BONDS					2026 BONDS MILLAGE		
	Principal Due October 1	Interest Rate	Interest Due October 1	Interest Due April 1 <i>NEXT</i>	Total Principal & Interest Requirements	Tax Levy July 1	Taxable Value in 1,000	Fiscal Year Millage Requirement
2026	\$ 100,000	4.500%	\$ 960,000	\$ 717,750	\$ 1,777,750	2026	\$3,635,076	\$ 0.4891
2027	105,000	4.500%	717,750	715,388	1,538,138	2027	3,725,953	0.4128
2028	110,000	4.500%	715,388	712,913	1,538,300	2028	3,819,101	0.4028
2029	155,000	4.500%	712,913	709,425	1,577,338	2029	3,914,579	0.4029
2030	550,000	4.500%	709,425	697,050	1,956,475	2030	4,012,443	0.4876
2031	555,000	4.500%	697,050	684,563	1,936,613	2031	4,112,754	0.4709
2032	560,000	4.500%	684,563	671,963	1,916,525	2032	4,215,573	0.4546
2033	565,000	4.500%	671,963	659,250	1,896,213	2033	4,320,963	0.4388
2034	570,000	4.500%	659,250	646,425	1,875,675	2034	4,428,987	0.4235
2035	575,000	4.500%	646,425	633,488	1,854,913	2035	4,539,711	0.4086
2036	580,000	4.500%	633,488	620,438	1,833,925	2036	4,653,204	0.3941
2037	615,000	4.500%	620,438	606,600	1,842,038	2037	4,769,534	0.3862
2038	690,000	4.500%	606,600	591,075	1,887,675	2038	4,888,773	0.3861
2039	765,000	4.500%	591,075	573,863	1,929,938	2039	5,010,992	0.3851
2040	845,000	4.500%	573,863	554,850	1,973,713	2040	5,136,267	0.3843
2041	845,000	4.500%	554,850	535,838	1,935,688	2041	5,264,673	0.3677
2042	905,000	4.500%	535,838	515,475	1,956,313	2042	5,396,290	0.3625
2043	1,000,000	4.500%	515,475	492,975	2,008,450	2043	5,531,197	0.3631
2044	1,105,000	4.500%	492,975	468,113	2,066,088	2044	5,669,477	0.3644
2045	1,215,000	4.500%	468,113	440,775	2,123,888	2045	5,811,214	0.3655
2046	1,330,000	4.500%	440,775	410,850	2,181,625	2046	5,956,495	0.3663
2047	1,450,000	4.500%	410,850	378,225	2,239,075	2047	6,105,407	0.3667
2048	1,575,000	4.500%	378,225	342,788	2,296,013	2048	6,258,042	0.3669
2049	1,710,000	4.500%	342,788	304,313	2,357,100	2049	6,414,493	0.3675
2050	1,855,000	4.500%	304,313	262,575	2,421,888	2050	6,574,856	0.3684
2051	2,000,000	4.500%	262,575	217,575	2,480,150	2051	6,739,227	0.3680
2052	2,160,000	4.500%	217,575	168,975	2,546,550	2052	6,907,708	0.3687
2053	2,325,000	4.500%	168,975	116,663	2,610,638	2053	7,080,400	0.3687
2054	2,500,000	4.500%	116,663	60,413	2,677,075	2054	7,257,410	0.3689
2055	2,685,000	4.500%	60,413	-	2,745,413	2055	7,438,846	0.3691
	\$ 32,000,000		\$ 15,470,588	\$ 14,510,588	\$ 61,981,175		Average:	\$ 0.3943

2026 Bond Assumptions:

Bonds Dated:	02/01/2026
First Interest Payment:	10/01/2026
Number of Days:	240 *
Subsequent Interest Payment:	04/01/2027
Number of Days:	180
First Principal Payment:	10/01/2026
Projected Interest Rate:	4.50%
2024 Taxable Value:	\$ 3,459,917,340
Growth Rate:	2.50%

17000 Kercheval Ave, Suite 230, Grosse Pointe, Michigan, 48230
PHONE: (313) 961-8222

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ATTACHMENT 2

RESOLUTION SUBMITTING SENIOR/RECREATION CENTER BOND PROPOSAL

CITY OF BIRMINGHAM County of Oakland, State of Michigan

Minutes of a regular meeting of the City Commission of the City of Birmingham, County of Oakland, State of Michigan, held on January __, 2025, at 7:30 p.m., Eastern Time.

PRESENT: Members _____

ABSENT: Members _____

The following preamble and resolution were offered by Member _____ and supported by Member _____.

WHEREAS, the City Commission (the “City Commission”) of the City of Birmingham (the “City”) has determined that it is desirable to acquire, construct, furnish and equip a new senior/recreation center for the City, including a community swimming pool, meeting rooms and recreational facilities, together with all related site improvements (the “Project”); and

WHEREAS, the City Commission has determined that the City should borrow money in an amount not to exceed Thirty-Two Million Dollars (\$32,000,000), and issue general obligation unlimited tax bonds of the City, in one or more series, in such amount for the purpose of paying all or part of the cost of the Project; and

WHEREAS, the City Commission has determined that a proposal to issue the bonds for the Project shall be submitted to the qualified electors of the City at a special election to be held in the City on Tuesday, May 6, 2025 (the “Election Date”); and

WHEREAS, in order for the bond proposal to be submitted to the qualified electors, it is necessary for the City Commission to certify the ballot wording of the proposal to the City Clerk and to the County Clerk of the County of Oakland (the “County Clerk”), as required by Act 116, Public Acts of Michigan, 1954, as amended (the “Michigan Election Law”).

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The bond proposal attached hereto as Exhibit A (the “Bond Proposal”) shall be submitted to a vote of the qualified electors of the City on the Election Date.

2. The ballot wording of the Bond Proposal is hereby certified to the City Clerk and the County Clerk of the County of Oakland for submission to the City’s electors on the Election Date. The City Clerk is hereby authorized and directed to file this Resolution and/or complete any such forms, certificates or documents as may be required by the County Clerk to evidence the foregoing certification and/or submission by no later than Tuesday, February 11, 2025.

3. The City Clerk and the County Clerk are hereby directed to (a) post and publish notice of last day of registration and notice of election as required by the Michigan Election Law; and (b) have prepared and printed, as provided by the Michigan Election Law, ballots for submitting the bond proposal at the election, which ballots shall contain the proposal appearing herein, or the proposition shall be stated as a proposal on the voting machines, which ballots may include other matters presented to the electorate on the same date.

4. The estimated millage rate in the first year and simple average annual millage rate set forth in the Bond Proposal, which have been prepared for the City by Bendzinski & Co., Municipal Finance Advisors, financial advisors to the City, are reasonable estimates of such millage rates based on current assumptions.

5. The City may incur expenditures for the Project prior to receipt of proceeds of the Bonds and may advance moneys for that purpose from funds available to the City, to be reimbursed from proceeds of the Bonds when available. The City makes the following declarations for the purpose of complying with the reimbursement rules of Treas. Reg. § 1.150-2 pursuant to the Internal Revenue Code of 1986, as amended:

- (a) If the ballot proposal is approved by the electors, the City reasonably expects to reimburse itself with proceeds of the Bonds for certain costs of the Project which were paid or will be paid from available funds of the City subsequent to sixty (60) days prior to today.
- (b) The maximum principal amount of debt expected to be issued for the Project, including issuance costs, is \$32,000,000.
- (c) A reimbursement allocation of the capital expenditures described above with the proceeds of the Bonds will occur not later than 18 months after the later of (i) the date on which the expenditure is paid, or (ii) the date the Project is placed in service or abandoned, but in no event more than three (3) years after the original expenditure is paid. A reimbursement allocation is an allocation in writing that evidences the City's use of the proceeds of the Bonds to reimburse the City for a capital expenditure made pursuant to this resolution.

6. All resolutions and parts of resolutions, insofar as they conflict with the provisions of this resolution, are hereby repealed.

AYES: Members _____

NAYS: Members _____

RESOLUTION DECLARED ADOPTED.

Alexandria Bingham
City Clerk

I HEREBY CERTIFY that the attached is a true and complete copy of a resolution adopted by the City Commission of the City of Birmingham, County of Oakland, State of Michigan, at a regular meeting held on January __, 2025, and that the meeting was conducted and public notice of the meeting was given pursuant to Act No. 267, Public Acts of Michigan, 1976, and that the minutes of the meeting were kept and will be or have been made available as required by the Act.

Alexandria Bingham
City Clerk

EXHIBIT A

SENIOR/RECREATION CENTER BOND PROPOSAL

Shall the City of Birmingham, Michigan, borrow the sum of not to exceed Thirty-Two Million Dollars (\$32,000,000) and issue its general obligation unlimited tax bonds, payable in not to exceed _____ () years from the date of issuance, for the purpose of paying all or part of the costs to acquire, construct, furnish and equip a new senior/recreation center for the City, including a swimming pool, meeting rooms and recreational facilities, together with all related site improvements?

The estimated millage to be levied in 2026 is ____ mills (\$____ per \$1,000 of taxable value) and the estimated simple average annual millage rate required to retire the bonds is ____ mills (\$____ per \$1,000 of taxable value).

YES ☐

NO ☐

43146457.1/008626.00034



MEMORANDUM

Legal – City Attorney

DATE: January 6, 2025

TO: Jana L. Ecker, City Manager

FROM: Mary M. Kucharek, City Attorney

SUBJECT: Request for Closed Session Under MCL § 15.268, Sec.8(1)(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.

BACKGROUND:

Pursuant to MCL § 15.268 Sec. 8(1)(e) of the Open Meetings Act the City Attorney wishes to discuss pending litigation relative to a new case entitled *Phase Three Properties, LLC v City of Birmingham*; Oakland County Circuit Court Case No.: 2024-211615, Honorable Mary Ellen Brennan.

LEGAL REVIEW:

I am requesting a closed session on January 13, 2025 pursuant to MCL § 15.268 Sec. 8(1)(e).

FISCAL IMPACT:

To be discussed in closed session.

ATTACHMENTS:

Open Meetings Act, MCL § 15.268 Sec. 8(1)(e).

SUGGESTED COMMISSION ACTION:

Adopt a resolution to meet in closed session to discuss pending litigation regarding *Phase Three Properties, LLC v City of Birmingham* pursuant to MCL § 15.268 Sec. 8(1)(e) of the Open Meetings Act.

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."

City Commission Vacancy

'Michael Clift' via City Commission <city-commission@bhamgov.org>

Thu, Dec 12, 2024 at 10:41 AM

Reply-To: Michael Clift <inkamike@icloud.com>

To: city-commission@bhamgov.org

Birmingham City Commissioners:

I am contacting you today regarding the application of Ms. Pamela Graham to fill our City Commission vacancy.

Ms. Graham's credentials and professional qualifications are perfectly suited to the demands of serving as a member of the Birmingham City Commission. A member of the Parks and Recreation Committee since 2019 and the Ad Hoc Senior/Recreation Committee since its inception, she understands the needs of Birmingham residents as well as the resource constraints faced by the City Commission in delivering the mix of projects and services to best serve our residents.

Each of you is familiar with Ms. Graham's professional demeanor, in-depth knowledge of the issues facing the Commission today and her personal work ethic. No one is better prepared than she to contribute in the role of city commissioner on day one.

I strongly recommend the appointment of Ms. Pamela Graham to fill our city commission vacancy.

Sincerely,

Michael Clift
723 Oakland Ave

Sent from my iPhone

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You received this message because you are subscribed to the Google Groups "City Commission" group.

To unsubscribe from this group and stop receiving emails from it, send an email to city-commission+unsubscribe@bhamgov.org.

To view this discussion visit <https://groups.google.com/a/bhamgov.org/d/msgid/city-commission/385C5ECA-6F1C-4167-968F-BF9B2CCA0569%40icloud.com>.



Alex Bingham <abingham@bhamgov.org>

Fwd: Suggested Letter

1 message

Jana Ecker <Jecker@bhamgov.org>
To: Alex Bingham <abingham@bhamgov.org>

Tue, Jan 7, 2025 at 3:26 PM

For CC agenda packet Monday...

Jana L. Ecker
City Manager
Birmingham, MI
(248) 530-1811

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

From: **Zack Sklar** <zack@peasandcarrotshospitality.com>
Date: Tue, Jan 7, 2025 at 3:24 PM
Subject: Re: Suggested Letter
To: Jana Ecker <Jecker@bhamgov.org>
Cc: <kb@biddison-ad.com>, James Bellinson <jbellinson@rivstone.com>

Yes
Sent from my iPhone

On Jan 7, 2025, at 3:11 PM, Jana Ecker <Jecker@bhamgov.org> wrote:

Would you like me to send this to the City Clerk for inclusion in the agenda packet for Monday's City Commission meeting?

Jana L. Ecker
City Manager
Birmingham, MI
(248) 530-1811

On Tue, Jan 7, 2025 at 8:44 AM Zack Sklar <zack@peasandcarrotshospitality.com> wrote:
Dear Members of the Birmingham Commission,

My name is Chef Zack Sklar, and I am writing regarding the proposed public-private partnership to develop a large event space atop the parking deck in Birmingham. My partner, Jim Bellinson, and I have been dedicated to the Birmingham community for many years, both as residents and business owners. Together, we have developed restaurants such as Social, Mex, Como's, and Beau's. In addition, my catering and events company has executed notable events last year like the Detroit Pistons holiday party, events for Tom Ford, Maserati, Rocket Mortgage, and more.

This project is designed to address the growing demand for a venue that can accommodate larger gatherings, meetings, and events. While Birmingham has smaller event spaces, we currently lack a facility designed specifically for multi-day celebrations and large-scale events, which results in lost opportunities for our local community and economy.

For example, many celebrations such as weddings span multiple days. Guests often host rehearsal dinners on Fridays, stay in local hotels, attend the main wedding celebration on Saturdays, and conclude with Sunday brunches at a restaurant in town. The event center we are proposing would host the centerpiece of these celebrations — the main event on Saturday — while also bringing visitors into the city for additional activities. By keeping these multi-day celebrations in Birmingham, we can generate significant foot traffic, benefiting local hotels, restaurants, and retail businesses.

In addition to social events, this venue will serve the growing need for corporate meetings, trainings, and seminars. With remote work becoming more prevalent, many companies no longer maintain large office spaces but still require venues for regular gatherings. These weekday events will bring consistent Monday through Friday activity to Birmingham, supporting local businesses and activating retail.

We conducted a parking study on the deck and found that even at full event capacity during evenings and weekends, the deck would still have 70 available spaces after our use. This ensures that the project will have minimal impact on public parking while generating substantial parking revenue for the city.

Finally, this project offers an innovative way to maximize underused parking infrastructure. As transportation trends shift toward ride-sharing and autonomous vehicles, activating spaces like this deck will position Birmingham as a pioneer in reimagining such spaces for community benefit.

Thank you for considering this exciting opportunity.

Sincerely,

Zack Sklar



NOTICE OF INTENTION TO APPOINT TO THE AD HOC SENIOR/RECREATION CENTER COMMITTEE

At the regular meeting of Monday, January 27, 2025 the Birmingham City Commission intends to appoint one regular member to the Ad Hoc Senior/Recreation Center Committee to serve the remainder of a three-year term to expire March 4, 2027.

Interested citizens may submit an application available at the City Clerk's office or online at www.bhamgov.org/boardopportunities. Applications must be submitted to the City Clerk's office on or before noon on Wednesday, January 22, 2025. These documents will appear in the public agenda for the regular meeting at which time the City Commission will discuss recommendations, and may make nominations and vote on appointments.

Responsibilities

The function of the Ad Hoc Senior/Recreation Center Committee (SCC) is to provide oversight and input on the planning and development of a senior/recreation center at 400 E. Lincoln, and to provide recommendations throughout the process to the City Commission. The duties of the SCC include, but are not limited to:

- Crafting the project vision, goals and objectives
- Preparing the project process outline and estimated timeline
- Reviewing final needs analysis report
- Evaluating concept plan options and recommending the preferred option
- Outlining the parameters and applicable regulations for site plan and design review
- Conducting final site plan and design review
- Reviewing potential funding options
- Recommending the use of consultants for design and/or build services
- Drafting RFPs for final design, construction plan preparation and/or construction

Criteria/Qualifications of Open Position	Date Applications Due (by noon)	Date of Interview
Members must be electors in the City of Birmingham.	1/22/2025	1/27/2025

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.



NOTICE OF INTENTION TO APPOINT STORM WATER UTILITY APPEALS BOARD

At the regular meeting of Monday, January 27, 2025, the Birmingham City Commission intends to appoint two alternate members, one must be an engineer not employed by the City, to serve three-year terms to expire January 31, 2028, and two regular members to serve the remainder of three-year terms to expire January 31, 2026.

Members and alternates shall serve at the will of the Commission. Members and alternates shall hold office until their successors are appointed. The City Commission shall fill a vacancy by an appointment only.

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

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

Interested citizens may submit a form available from the City Clerk's office on or before noon on Wednesday, January 22, 2025. These applications will appear in the public agenda for the regular meeting at which time the Commission will discuss recommendations, and may make nominations and vote on the appointments.

Applicant(s) Presented for City Commission Consideration:

Criteria/Qualifications	Date Applications Due (by noon)	Date of Interview
Two of the regular members shall be licensed professional engineers not employed by the local unit of government, and have legal, administrative or other desirable qualifications that will aid him or her in the performance of the duties of the board members. One of the alternate members shall be a licensed professional engineer not employed by the local unit of government, and have legal, administrative or other desirable qualifications that will aid him or her in the performance of the duties of the board members.	1/22/2025	1/27/2025

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.



NOTICE OF INTENTION TO APPOINT TO PLANNING BOARD

At the regular meeting of Monday, January 27, 2025, the Birmingham City Commission intends to appoint one alternate member to serve the remainder of a three-year term to expire March 28, 2027.

Members must consist of an architect duly registered in this state, a building owner in the Central Business or Shain Park Historic District, and the remaining members shall represent, insofar as possible, different occupations and professions such as, but not limited to, the legal profession, the financial or real estate professions, and the planning or design professions. Members must be residents of the City of Birmingham.

Interested citizens may submit an application available at the City Clerk's office or online at www.bhamgov.org/boardopportunities. Applications must be submitted to the City Clerk's office on or before noon on Wednesday, January 22, 2025. These applications will appear in the public agenda for the regular meeting at which time the City Commission will discuss recommendations, and may make nominations and vote on the appointments.

PLANNING BOARD DUTIES

The Planning Board consists of seven members who serve three-year terms without compensation. The board meets at 7:30 P.M. on the second and fourth Wednesdays of each month to hear site plan/design reviews, Zoning Ordinance text amendments and any other matters which bears relation to the physical development or growth of the City.

Specifically, the duties of the Planning Board are as follows:

1. Long range planning.
2. Zoning Ordinance amendments.
3. Recommend action to the City Commission regarding special land use permits.
4. Site plan/design review for non-historic properties.
5. Joint site plan/design review for non-residential historic properties.
6. Rezoning requests.
7. Soil filling permit requests.
8. Requests for opening, closing or altering a street or alley.

Criteria/Qualifications of Open Position	Date Applications Due (by noon)	Date of Interview
Members shall represent, insofar as possible, different occupations and professions such as, but not limited to, the legal profession, the financial or real estate professions, and the planning or design professions. Members must be residents of the City of Birmingham.	1/22/2025	1/27/2025

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.

GREENWOOD CEMETERY ADVISORY BOARD



2023/2024 ANNUAL REPORT

September 2024

Linda Buchanan, Chair
Linda Peterson, Vice Chair
Laura Schreiner
Margaret Suter
Joseph Vercellone
Jacqueline Patt
Paul Connell

INTRODUCTION

The Greenwood Cemetery Advisory Board (GCAB) was established by the Birmingham City Commission on October 13, 2014. The board is charged with the duty of submitting a report to the City Commission on an annual basis of the general activities, operation and condition of the cemetery for the preceding 12-month period. The GCAB Annual Report includes a summary and update of the cemetery's status, related finances and the GCAB's planned activities for the next fiscal year.

In alignment with the City's fiscal year, the current GCAB report covers the period from July 1, 2023 through June 30, 2024.

GENERAL ACTIVITIES

Meetings

The GCAB is required to meet at least quarterly. During the report period, the board met this requirement by conducting meetings on the dates listed below:

Q1

July 7, 2023

August 4, 2023

September 1, 2023

Q2

October 6, 2023

Q3

January 19, 2024

Q4

April 5, 2024

May 10, 2024

2023/2024 Accomplishments

- Produced the 2022-2023 Annual Report
- Reviewed a field survey report for remaining space in sections B and C.
- Proposed a grave release and fee schedule increases that were adopted by the City Commission on July 10, 2023 and became effective upon adoption

Greenwood Cemetery (126-26)

	Past Fee	Current Fee
Grave space accommodating one full burial or three cremations	\$4,000.00	\$6,000.00
Additional Rights of Burial for cremated remains, each	\$750.00	\$1,000.00
Grave space accommodating two cremated remains	\$2,600.00	\$4,000.00
Grave space accommodating one cremated remains	\$1,300.00	\$2,000.00
Administrative fee for transfer of grave ownership	\$200.00	\$400.00

- Began discussions regarding a Memorial Preservation and Repair Policy
- Advocated for the repair of the State Historical sign at the west entrance of the cemetery
- Participated in a presentation by the City Attorney regarding Ethics, Rules of Procedure, and Potential Violations
- Revised and adopted a strategic plan
- Advocated for a budget expenditure request to the cemetery maintenance fund for cemetery preservation efforts that was adopted by the City Commission in the 2024-2025 FY Budget

OPERATION

Sales and Financial Information

On December 1, 2019, Creative Collaborations, LLC became the transitional provider for cemetery services, with the exception of grounds maintenance, which is provided by the City's Department of Public Services. On May 1, 2020, Creative Collaborations entered into a one-year renewable contract with the City to provide cemetery services on an ongoing basis. Grounds maintenance continues to be provided by DPS with ongoing communication and collaboration between Creative Collaborations, DPS, and the City Clerk's office.

On January 14, 2019, the City Commission approved a payment plan policy for cemetery plots that requires full payment within 24 months. During the 2023-2024 fiscal year, three new payment plans have been initiated. The Clerk's Office and Treasurer's Office monitors active payment plans. Plots under a payment plan are considered sold for purposes of availability unless the plot becomes available again in the event of a purchaser default.

Beginning December 1, 2019, Creative Collaborations, LLC, remits 100% of revenue to the City, which then makes payments to the contractor for services performed.

FY 23-24 Grand Totals	
Sales in B	7
Sales in C	3
Sales in Other	0
Resident Purchases	2
Non-Resident Purchases	8
Payment Plans Initiated	3
Total Graves Sold	10
Transfer of Ownership Filed	5
Additional Burial Rights Purchased	3

Grave Releases

- 4/26/21 The City Commission approved the recommended release of Section B, Rows 17-C, 16-C, 15-C & 14-A for a total of 38 Graves (9 of which are obstructed)
- 12/23/21 The City Commission approved the release of one grave in section B, row 2-A for an at-need situation for a family with adjacent space.
- 8/15/22 The City Commission approved the release of one grave in section B, row 12-A, for an at-need situation for a family with adjacent space.
- 7/24/23 The City Commission approved the release of the 88 available graves suitable for burial in the flush rows in Section B, and directed Greenwood Cemetery Advisory Board to evaluate the fee schedule again for plot costs after 20% of these plots have been sold which would equate to 18 spaces.

Notes on Obstructed Graves

- 1/29/21 Creative Collaborations noted that graves 1 & 2 in Section C rows 18-A & 19-A are not able to be used due to obstructions.
- 3/25/21 DPS noted that graves in row 19-A 1,2,13,14,16 are obstructed by trees.
- 4/23/21 DPS noted Row 17-C: Graves 9 and 11 are affected by a 16" Red Maple located at the east edge of both graves. Row 15-C: Grave 5 is obstructed by a monument on the east edge. Grave 10 has a 16" Cedar (Eastern Arborvitae) obstructing it. Grave 17 has a marker on the east edge that is encroaching onto the grave site. Row 14-A: Graves 15 and 16 have a large shrub located over both sites. Graves 17 and 19 are obstructed by a large monument located east of them.
- 5/31/23 A field survey was completed for the following lots: A-1, 2-D, 3-A, 4-A, 5-C, 6-C, 7-D, 8-C, 9-D, 10-A, 11-A, 12-A and 13-A.
Of the 312 graves surveyed 189 of them are sold. There are 8 graves unsuitable for burial due to historic memorials. At this time there are 43 graves unsuitable for burial due to trees and tree roots. These graves would become suitable when the trees are removed should the City wish to make them available for sale. There are a total of 72 graves suitable for burial.

Price Increases

- 4/12/22 The City Commission approved the grave price increase for plots that can accommodate one full burial from \$3,000 to \$4,000 per plot. All graves sold in the 2021-22 FY were at the rate of \$4,000 per grave.
- 7/24/23 The City Commission approved the grave price increase for plots that can accommodate one full burial from \$4,000 to \$6,000 per plot. All new sales after 7/24/23 are subject to the new rates as indicated in the fee schedule.

Grave Sales Detail, July 2023 - June 2024

Greenwood Cemetery Sales and Availability				
	Sec B	Sec C	Resident	Non-Resident
July 2023	0	1	0	1
August 2023	1	0	0	1
September 2023	0	0	0	0
October 2023	2	0	1	1
November 2023	2	0	0	2
December 2023	0	0	0	0
January 2024	0	0	0	0
February 2024	0	0	0	0
March 2024	0	0	0	0
April 2024	1	0	1	0
May 2024	0	2	0	2
June 2024	1	0	0	1
Total Sold	7	3	2	8
Available Under Current Authorization (20% of remaining inventory)	8			
Total Available	75			

Notes: Plots in Sections B and C sold under a payment plan are included in the number of sales made for the quarter in which the payment plan was initiated. The remittance to the Perpetual Care Fund of payment for the plots is recorded in total in the quarter in which the final payment is made.

Section (total plots)	7/2015 - 6/2018	7/2018 - 6/2019	7/2019 - 6/2020	7/2020 - 6/2021	7/2021 - 6/2022	7/2022 - 6/2023	7/2023 - 6/2024	TOTAL Number of Graves Sold To Date	Number of Graves Remaining (obstructed)
B (408)	203	11	32	10	3	5	7	271	75 (62)
C (72)	3	5	10	9	3	9	3	42	0 (30)
TOTAL	206	16	42	19	6	14	10	313	75 (92)

Burials and Inurnments, July 2023 - June 2024

Burials and inurnment activity during the period can be used to understand utilization of graves and assist in planning for future sales.

Cremation vs. Burial: According to the National Funeral Directors Association 2023 Cremation and Burial Report, the 2023 cremation rate is projected to be 60.5% and the burial rate is projected to be 34.5%, the remaining 5% may be due to alternative methods such as green burials and scatter gardens, which are not available in Greenwood Cemetery. The City of Birmingham's 2023-2024 cremation rate is below the national average at 54% and the full burial rate is above the national average at 46%.

	Sec B		Sec C		Other		Total by Month	
	Full	Crem	Full	Crem	Full	Crem	Full	Crem
July 2023	0	0	0	2	0	0	0	2
August 2023	0	1	0	0	0	2	0	3
September 2023	0	0	0	0	0	0	0	0
October 2023	1	0	0	0	1	0	2	0
November 2023	1	0	0	1	0	0	1	1
December 2023	0	0	0	0	0	0	0	0
January 2024	3	1	0	0	1	2	4	3
February 2024	0	0	0	0	1	0	1	0
March 2024	1	0	0	0	0	0	1	0
April 2024	0	0	0	0	0	0	0	0
May 2024	0	0	0	0	2	1	2	1
June 2024	0	1	0	1	0	1	0	3
Totals	6	3	0	4	5	6	11	13

Perpetual Care Fund

Revenues from grave sales are used to increase the Perpetual Care Fund (PCF) for Greenwood Cemetery, with investment earnings remaining with the PCF. Currently all cemetery care and maintenance is funded through the General Fund. Eventually the goal is for the perpetual care fund to be able to take over the financial burden of cemetery maintenance through interest accrued.

Detail for July 2023 through June 2024:

2023 Q Ending September 30

Proceeds from cemetery plot sales and service fees	\$ 5,800.00
Investment income	<u>7,836.46</u>
Revenue for Perpetual Care Fund	\$ 13,636.46

2023 Q Ending December 31

Proceeds from cemetery plot sales and service fees	\$ 42,300.00
Investment income	<u>9,784.37</u>
Revenue for Perpetual Care Fund	\$ 52,084.37

2024 Q Ending March 31

Proceeds from cemetery plot sales and service fees	\$ 1,300.00
Investment income	<u>8,823.95</u>
Revenue for Perpetual Care Fund	\$ 10,123.95

2024 Q Ending June 30

Proceeds from cemetery plot sales and service fees	\$ 8,700.00
Investment income	9,870.60
Unrealized Gain	<u>113,869.20</u>
Revenue for Perpetual Care Fund	\$ 132,439.80

Notes

1. An account was created within the General Fund to better track cemetery expenses by differentiating cemetery maintenance invoices from the maintenance of other City properties such as parks. This will allow the City to get a better estimate of costs that the Perpetual Care Fund will need to cover in the future.
2. The focus of the PCF is long-term growth. To achieve this goal, the fund is invested in equity investments near the maximum allowed by State law with no more than 40% of the amount invested in equities in any one asset class (large cap, mid cap, small cap) as per our investment policy.
3. The PCF is generating approximately enough funds to cover basic lawn maintenance and tree service based on current charges, but not enough for snow removal or other improvements to the cemetery.

CITY OF BIRMINGHAM
PERPETUAL CARE FUNDS
INVESTMENT REPORT
6/30/2024

	PRINCIPAL	INCOME	TOTAL
BEGINNING BALANCE 6/30/2023	\$ 1,024,278.34	\$ 130,688.43	\$ 1,154,966.77
SALE OF GRAVES	74,050.00	-	74,050.00
CAPITAL GAINS (LOSSES)	-	-	-
INTEREST/DIVIDENDS	-	36,315.38	36,315.38
CHANGE IN MARKET VALUE	<u>113,869.20</u>	<u>-</u>	<u>113,869.20</u>
ENDING BALANCE 6/30/2024	<u>\$ 1,212,197.54</u>	<u>\$ 167,003.81</u>	<u>\$ 1,379,201.35</u>
<u>INVESTMENTS</u>			
BOND MUTUAL FUNDS	\$ 594,380.07	43.1%	
EQUITY MUTUAL FUNDS	<u>784,821.28</u>	56.9%	
TOTAL	<u>\$ 1,379,201.35</u>		

CITY OF BIRMINGHAM
PERPETUAL CARE FUNDS
ANNUAL INVESTMENT REPORT
6/30/2024

	PRINCIPAL (NONSPENDABLE)	INCOME (SPENDABLE)	TOTAL
BEGINNING BALANCE 6/30/2023			
Pooled Funds	\$ -	\$ -	\$ -
Bond Mutual Funds	412,539.46	88,525.27	501,064.73
Equity Mutual Funds	<u>611,738.88</u>	<u>42,163.16</u>	<u>653,902.04</u>
	\$ 1,024,278.34	\$ 130,688.43	\$ 1,154,966.77
SALE OF PLOTS			
Bond Mutual Funds	57,600.00	-	
Equity Mutual Funds	<u>16,450.00</u>	<u>-</u>	
	\$ 74,050.00	\$ -	\$ 74,050.00
CAPITAL GAINS (LOSSES)			
Pooled Fund	\$ -		
Bond Mutual Funds	-		
Equity Mutual Funds	<u>-</u>		
	\$ -		\$ -
INTEREST/DIVIDENDS			
Pooled Fund		\$ -	
Bond Mutual Funds		25,002.81	
Equity Mutual Funds		<u>11,312.57</u>	
		\$ 36,315.38	\$ 36,315.38
CHANGE IN MARKET VALUE			
Pooled Fund	\$ -		
Bond Mutual Funds	10,712.53		
Equity Mutual Funds	<u>103,156.67</u>		
	\$ 113,869.20		\$ 113,869.20
ENDING BALANCE 6/30/2024	<u>\$ 1,212,197.54</u>	<u>\$ 167,003.81</u>	<u>\$ 1,379,201.35</u>
<u>INVESTMENTS</u>			
BOND MUTUAL FUNDS	480,851.99	113,528.08	594,380.07
EQUITY MUTUAL FUNDS	<u>731,345.55</u>	<u>53,475.73</u>	<u>784,821.28</u>
TOTAL	<u>\$ 1,212,197.54</u>	<u>\$ 167,003.81</u>	<u>\$ 1,379,201.35</u>

CONDITION

During the 2023-2024 fiscal year, the City's Department of Public Services has overseen cemetery landscape maintenance, which has included:

- Oversight of lawn mowing contractor including weekly cuts and spring and fall cleanup
- Oversight of forestry contractor for tree maintenance as directed by DPS
- Maintenance of the tree inventory program
- Lawn fertilization twice a year
- Burial topsoil and seeding: spring and fall
- As-needed general clean up: grave blankets, old flowers, fallen branches
- Trash removal: 2 to 3 times per week
- Maintenance of water system: start up, winterizing, and repair as needed
- Repair of turf as needed
- Snow removal
- Building/fencing/road maintenance as needed

STRATEGIC PLAN

The Greenwood Cemetery Advisory Board adopted the following strategic plan on April 5, 2024:



Greenwood Cemetery Advisory Board Strategic Plan Mission, Values, & 5-year Vision

Mission

The mission of the Greenwood Cemetery Advisory Board is to preserve, protect, and celebrate the rich historical, cultural, and natural heritage of the Historic Greenwood Cemetery. In respect to the ordinance establishing the parameters of the board, the board is committed to providing recommendations on modifying the rules and regulations as needed, recommending capital improvements to the Historic Greenwood Cemetery as needed, and examining future demands and making recommendations as to how to accommodate those demands. The board is dedicated to honoring the memories of those interred here, fostering an engaged and connected community, and ensuring the long-term sustainability and accessibility, while providing efficient and effective services that meet the current demands.

Values

1. **Preservation:** We value the preservation of Greenwood Cemetery's historical, architectural, and natural assets. We are committed to safeguarding its rich heritage, ensuring that future generations can appreciate its significance.
2. **Service:** Ensuring that exceptional service is available to plot owners and grieving families in Greenwood Cemetery is paramount as it not only honors the memory of their loved ones but also offers comfort, support, and a sense of dignity during their time of loss, fostering trust and lasting connections within the community.
3. **Sustainability:** We are committed to ensuring the long-term sustainability of Greenwood Cemetery. This includes responsible environmental practices, financial stewardship, and strategic planning to guarantee its continued role as a cherished community resource.
4. **Community Engagement:** We believe in actively involving the community in our efforts. We strive to engage with residents, local organizations, and stakeholders to promote a sense of ownership and shared responsibility for the cemetery's well-being.

What will the Historic Greenwood Cemetery look like in the next five years?

In the next five years, the Historic Greenwood Cemetery will continue to be beautifully maintained and well cared for. Visitors will encounter a serene landscape landscape, with preserved gravestones, monuments, and historical structures that tell the captivating stories of those interred here. Preserving the existing tree canopy is essential to maintaining the aesthetic beauty of our environment for future generations to enjoy. Educational programs and guided tours will offer immersive experiences, sharing the cemetery's rich history, cultural significance, and natural beauty with the community. Greenwood Cemetery will stand as a symbol of sustainability, with eco-friendly landscaping and energy-efficient amenities. Engaging community events will breathe life into the grounds, fostering a sense of belonging and remembrance. It will be a place where history thrives, where memories are honored, and where the spirit of preservation, education, and community truly flourishes.

What kind of accomplishments and projects will GCAB have made progress on in the next 5 years?

The accomplishments of the Historic Greenwood Cemetery Advisory Board over the next five years could include:

1. Restoration and Preservation: Undertaking significant restoration projects to repair and conserve gravestones, monuments, and historical structures within the cemetery, ensuring the physical integrity of the site.
2. Increased Community Engagement & Educational Initiatives: Expanding efforts to increase awareness of the cemetery as a City treasure and involve more community members in cemetery tours, educational programs, and volunteer initiatives. This includes expanding online resources and communications to educate the public about the historical, cultural, and natural significance of the cemetery.
3. Enhanced Accessibility and Wayfinding: Improving the accessibility of Greenwood Cemetery by implementing signage, and facilities that accommodate visitors of all abilities, making it more welcoming to a diverse range of individuals.
4. Sustainability Measures: Implementing sustainable practices within the cemetery, such as environmentally friendly landscaping, and water conservation to reduce its environmental footprint.
5. Financial Stewardship: Ensuring the financial stability of the cemetery by implementing effective strategies, seeking grants, and exploring revenue-generating partnerships.
6. Collaborative Partnerships: Maintain and expand on existing partnerships with local schools, historical societies, and other organizations to foster collaborative initiatives that benefit both the cemetery and the community.
7. Maintenance and Security: Continuing regular maintenance and considering security measures as needed to ensure the safety and tranquility of the cemetery, including regular landscaping and regular review and updates to the Greenwood Cemetery Operational Procedures, Conditions, and Regulations.

In conclusion, these accomplishments would not only contribute to the ongoing preservation of Greenwood Cemetery but also promote its role as a valuable community asset, a place for reflection and learning, and a testament to the rich history of the City of Birmingham.

PLAN FOR 2024/2025

The Greenwood Cemetery Advisory Board has prioritized the following action items for 2024-2025:

CRITICAL GOALS

Short Term

• *Developing and Updating Policy*

- The GCAB is interested in streamlining policy documents to ensure that all policy is held in one document, the Greenwood Cemetery Operational Procedures, Conditions, and Regulations. This includes incorporating new policy regarding restoration efforts on monuments and incorporating the policy on installing monuments for persons of historic significance.

Long Term

• *Monitor the continued growth of the Perpetual Care Fund*

- The GCAB monitors the growth of the Perpetual Care Fund and may propose strategies for increasing the funds growth in order for the fund to reach a point where the interest accrued can cover most or all of the general maintenance requirements of the cemetery.

• *Monitor the demand for cemetery services*

- The GCAB members review cemetery data in regards to sales, interments and inurnments and consider trends in order to suggest ways Greenwood Cemetery may need to adapt in order to meet future demands.

• *Continue historic preservation efforts*

- GCAB encourages efforts by the Museum Board, the Friends of the Birmingham Museum (a.k.a. the Birmingham Historical society) and other organizations to conduct projects that increase community engagement and preservation efforts.

DESIRED GOALS

Short Term

• *Inventory of signs in Greenwood Cemetery*

- In order to update and streamline communication and wayfinding within the cemetery, the GCAB wishes to inventory and evaluate all signage in the cemetery to determine if updated signage should be budgeted for.

Long Term

• *Monument/marker inventory survey*

- The GCAB began working on planning for the process and survey for a monument/marker inventory with the guidance of Museum Director Pielack and City Clerk Bingham at the June 4, 2021 GCAB meeting. GCAB wishes to conduct this survey in the future with volunteers and the support of city staff in order to cross-reference general information and collect baseline condition data and photos that could potentially be linked with the GIS data project. Monuments or markers that may need maintenance may also be identified through this survey.

• *GIS Mapping – Launching a digital map for public reference*

- City Staff in the Planning Department with GIS expertise created a GIS map of the cemetery. Data points from DPS on tree locations within the cemetery were added as

a layer to the map in the spring of 2021. This goal ties in with the monument/marker inventory survey and confirming the baseline information of known available plots in the cemetery. In the future efforts will be made as time allows, the Clerk's office provides progress updates to the GCAB as needed.

- ***Determine Capital Outlay Projects***

- The GCAB may discuss and study the potential benefits of a capital outlay project. The GCAB will provide a recommendation and report to the City Commission if a capital outlay project is identified.

- ***Explore Above Ground Columbarium Opportunities***

- With the limited space in the cemetery and shifting demand towards cremation and inurnments, GCAB wishes to explore the costs, benefits, and opportunities for installing a columbarium.

- ***Review and update Greenwood Cemetery Operational Procedures, Conditions and Regulations***

- The GCAB spent a considerable amount of time in the 2021-2022 FY reviewing and updating the rules and regulations. To keep the rules and regulations current going forward they will conduct an annual read through to maintain the document.

SUMMARY AND RECOMMENDATIONS

Grave sale activity primarily occurs in the newly laid out plots in B and C and is closely monitored by the City Clerk's office.

480 Total Graves in Sections B & C	Section C	Section B	Total
Obstructed – Temporary (trees/roots)	4	50	54
Obstructed – Permanently (monument)	26	12	38
Owned	42	271	313
Available	0	75	75

The GCAB, Clerks Office, DPS, Museum, and contracted cemetery service provider continue to work collaboratively to preserve the historic charm and ambiance of Greenwood Cemetery while ensuring the highest standards of maintenance and service are being provided. The GCAB will continue to monitor data as provided by the City Clerk, work on their goals as laid out in this document, and make recommendations for future grave releases and/or improvements for the preservation and operation of the Historic Greenwood Cemetery.

The cemetery is in a state of slow growth and preservation.

For the 2024-2025 FY, the GCAB is encouraged to continue working on the goals as identified in this report at their regular monthly meetings. Recommendations made by the Greenwood Cemetery Advisory Board will be presented to the City Manager's Office for further direction and implementation.



MEMORANDUM

Planning Department

DATE: December 26, 2024

TO: Jana L. Ecker, City Manager

FROM: Nicholas Dupuis, Planning Director

SUBJECT: Staff Report – 180 S. Chester – Chester St. Parking Structure Proposal

On December 11, 2024 ([Agenda](#) – [Video](#)), the Planning Board held a pre-application discussion with a development team with designs on transitioning the top level of the Chester Street Parking Structure to a large event facility. Pre-application discussions are designed to give applicants preliminary, high-level feedback on proposals to help refine projects and support a productive site plan review process. Overall, the Planning Board appeared to have a positive view on this project, although they acknowledged many of the challenges it would face and their lack of authority over many of the key issues that this project will have to overcome.

The preliminary schematic project plans/renderings submitted detail a 22,588 sq. ft. event space that contains two large rooms with a capacity for 600+ seats, pre-function space, kitchen/storage facilities, and an outdoor greenspace. The proposal would comprise of the entire top floor of the structure, which would permanently remove approximately 127 (+/-) parking spaces from the public parking system. The structure would be set back from the eave line on all sides and would be constructed of predominantly glass. During the pre-application discussion, the applicant team stated that their preliminary structural assessment indicated that this use could be supported by the existing structure with limited modifications.

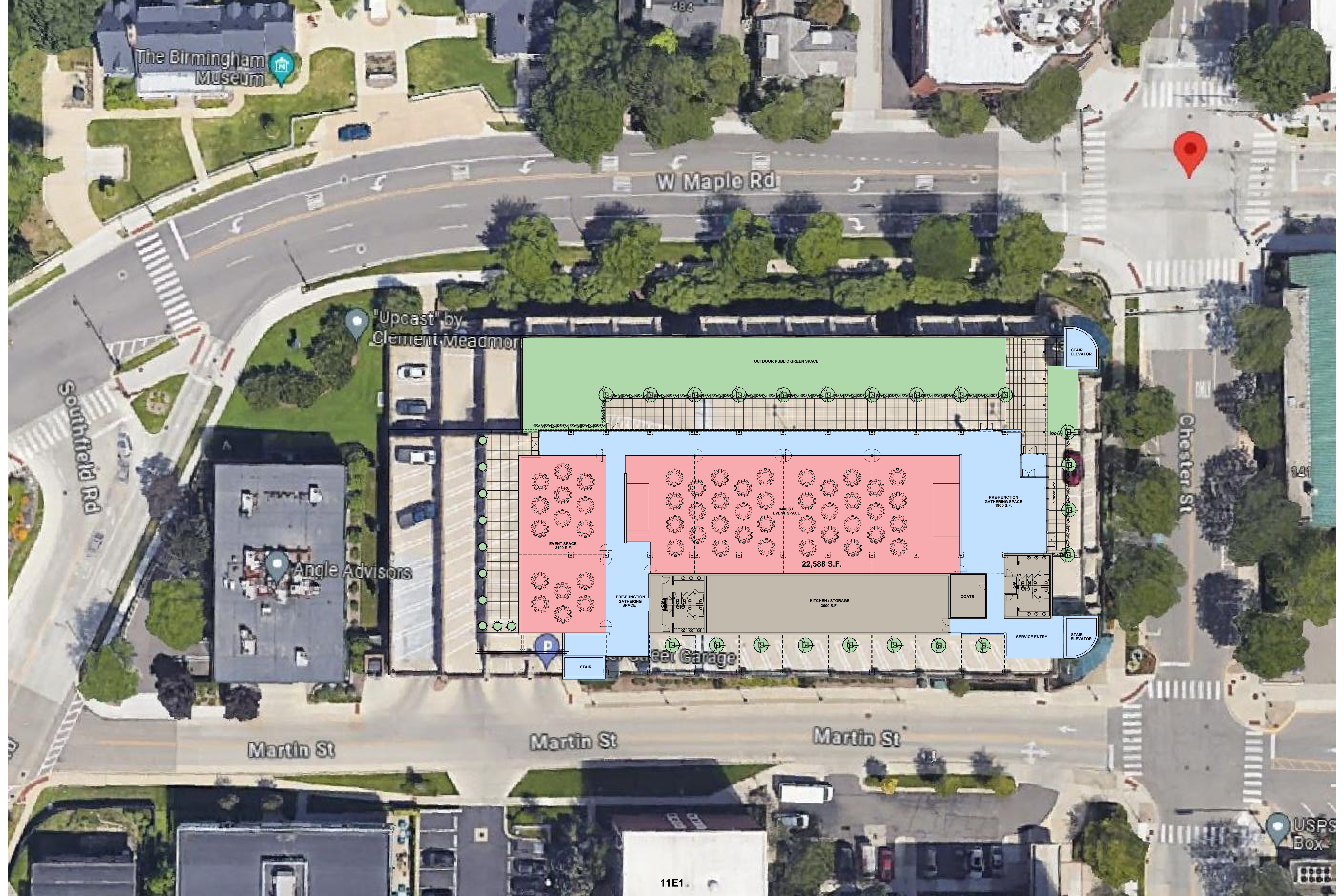
At this time, there is a deluge of detail that is left unknown or unsolved. Although this project was presented to the Planning Board, the lion's share of review and decision making would rest with the City Commission, including a long term lease for use of the parking structure. Thus, City Staff is presenting this staff report to provide the City Commission with some high-level information and staff analysis to consider before this project moves any further.

From the Planning Department, the development team has been advised early and often that the current zoning (PP – Public Property) does not support private commercial endeavors. If this were to be developed on private property, it would be considered a food/drink establishment and would require the permitted use of alcoholic beverage sales for on premise consumption. A proposal like this would require significant zoning work that would take time away from other important projects in the City that the Planning Department is currently involved in. In addition, none of our current master plans suggest that the City is in need of an event space like this, nor do they directly or

indirectly imply that this would be a good use of any of our parking structures. Rather, this proposal would be antithetical to at least one of the major recommendations of the Birmingham Plan 2040, which is to study the potential to permit residential parking in the structures.

The Parking Manager has stated that although data from the Chester Structure typically suggests it is frequently underutilized, the numbers of daily/monthly parkers have been steadily increasing post-pandemic. In addition, the parking structures in the City are currently undergoing large, expensive repair projects that will require a lot of attention. In some cases, lost parking will need to be made up in other structures while work is underway. In addition, while events are taking place in this proposed facility, it would significantly impact the ability to park within the structure for both daily parkers and permit parkers. The Parking Manager is also concerned about the structural support required for this proposal.

Finally, the City Manager and City Attorney share many of the concerns noted above, but also raise concerns about the complicatedness of the eventual public-private partnership that would need to take place, as well as the significant liability borne by the City by having large events on City property coupled with alcohol and other activities. As is well known, the City is also currently dedicating a significant amount of time and capital to the redevelopment project at 400 E. Lincoln, with the potential to be tied up through mid-2027.



The Birmingham Museum

W Maple Rd

"Upcast" by Clement Meadmore

Southfield Rd

Chester St

Angle Advisors

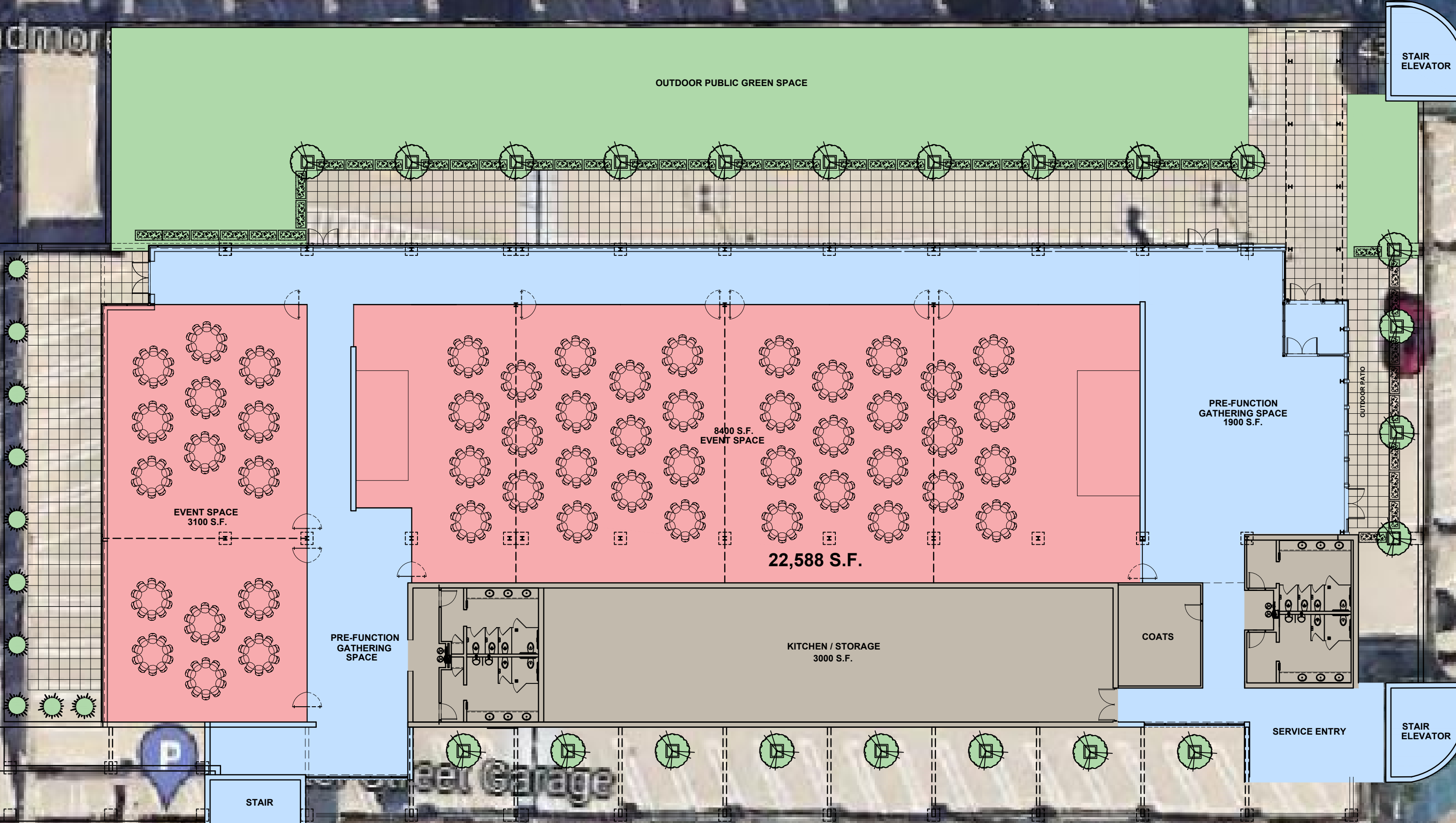
Martin St

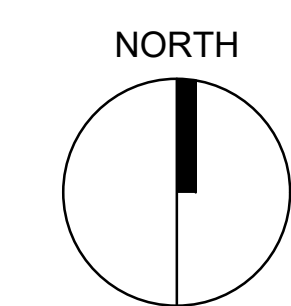
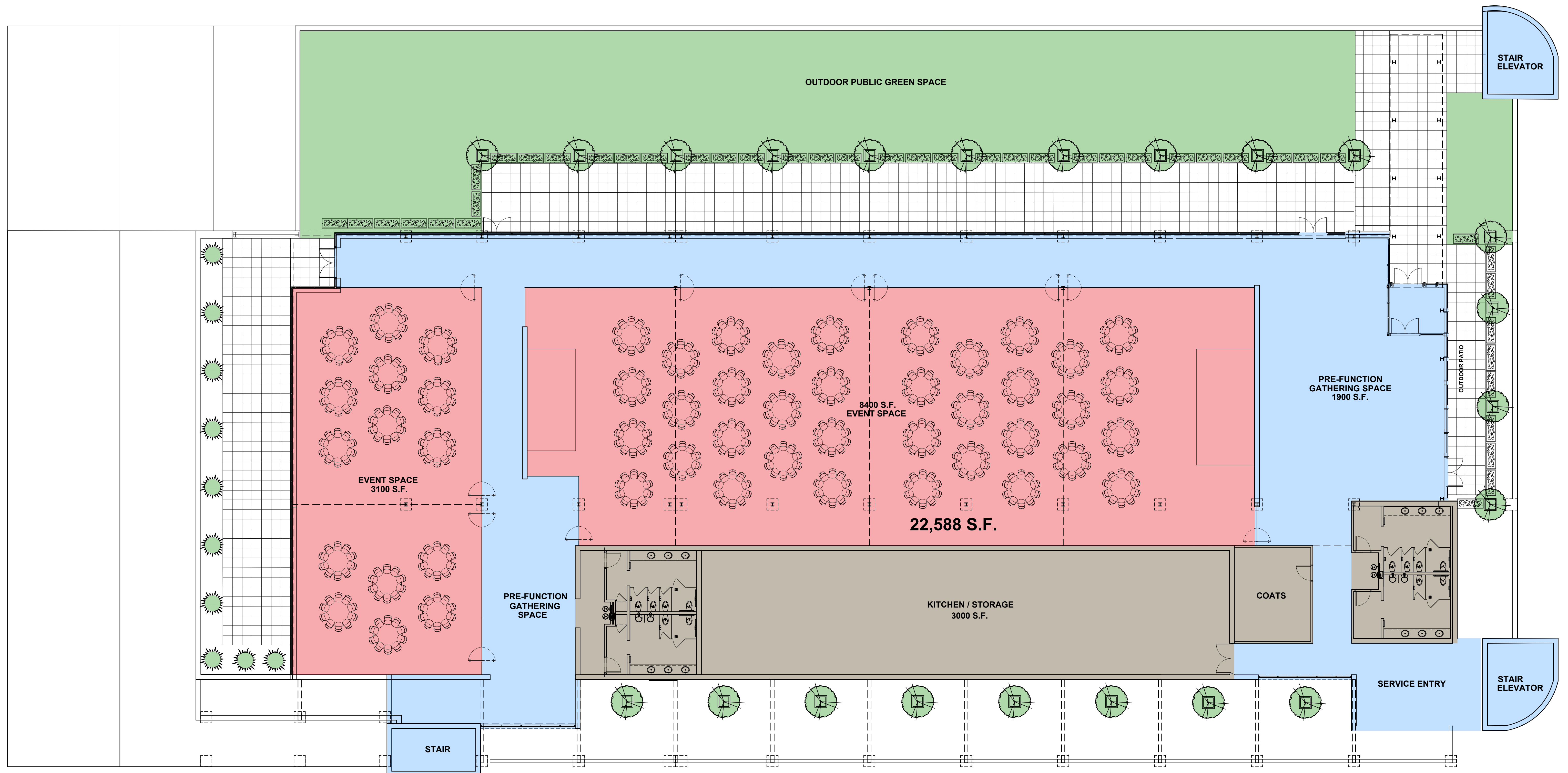
Martin St

Martin St

USPS Box

11E1





PRELIMINARY FLOOR PLAN

SCALE: 1/8"=1'-0"





















MEMORANDUM

Police Department

DATE: December 23, 2024

TO: Jana L. Ecker, City Manager

FROM: Scott A. Grewe, Chief of Police

SUBJECT: Village Fair – Staff Report

INTRODUCTION:

At the regularly scheduled City Commission meeting on November 18, 2024, the application for the 2025 Village Fair was approved by the City Commission, with the exception of the closing times and security procedures. The Commission requested further discussion between the event organizer and the Police Department.

BACKGROUND:

The Chamber of Commerce submitted an application for the 2025 Village Fair with closing times an hour earlier than previous years (10 p.m.) for Thursday, Friday and Saturday evenings. The Police and Fire Departments recommended an earlier closing time (8 p.m.) due to multiple incidents at the 2024 Village Fair and similar conditions seen at other local fairs.

At the 2024 Village Fair, the Police Department responded to several incidents of juveniles fighting. On the afternoon of Friday May 31, 2024, the Police Department received two different reports involving rumors that a person was reportedly going to the fair to assault another. One of these complaints advised the subject would bring a gun to the fair. Both reports required our Investigations Division and School Resource Officer to work most of the day tracking down these reported threats to ensure the safety of the fair. Also on Friday evening, officers assigned to the fair detail responded to a fight call at 9 p.m. in the area of Martin and Henrietta within the fair. Responding officers formed a perimeter to secure the officers investigating the incident due to the large crowd around them.

On Saturday, June 1, 2024, officers responded to additional incidents of juveniles fighting at the fair. A little after 10 p.m. officers responded to a fight on Henrietta. Several witnesses captured this incident, and videos instantly surfaced on social media. The assault was eventually featured in the local news. After investigation, four individuals faced criminal charges as a result of their actions that left two injured. Also, on Saturday evening, officers responded to a fight call at 10:40 p.m., and upon arrival, they found no current fight taking place and dispersed the crowd.

Due to the fair's proximity to Downtown, officers continue to deal with abnormally large numbers of juveniles well after the fair closes. This requires additional officer coverage in our downtown area beyond that charged to the event.

AREA FAIR CLOSURES:

Other fairs in the area have recently closed due to similar issues. Berkley Days has been canceled despite taking extreme measures this past year due to safety issues that took place in 2023. I spoke with Public Safety Director Matt Koehn, who advised that fences were installed around the perimeter of their fair and that access was controlled at gates where a fee was charged for admittance (attached pictures). He stated that large numbers of juveniles paid the fee and entered the fair, and numerous problems occurred. The following day, they restricted access to unoccupied minors, but problems arose surrounding the perimeter of the event. Despite all these efforts, the fair was shut down early and has been cancelled for the future.

Orchard Lake St. Mary's has also canceled their fair after previous incidents and other local violent events. According to Chief Jeffery Gomez of the Orchard Lake Police Department, the last Orchard Lake St. Mary's Fair was in 2019 and never returned post COVID. Ultimately, the school administration made the decision to cancel the fair due to several factors, including recognizing that the event is inherently a target for crime & potential violence. He advised over the years, they had several fights (some Detroit & Pontiac gang-related,) strong-armed robberies, thefts, assaults, etc. To combat some of the activity, they worked with the organizers to create one central location for entrance & exit to the fair with paid admission. There was a lower admission incentive for families, and unaccompanied minors were not allowed in after 6:00 p.m. 18 & over were required to show valid ID. Despite all these efforts, they decided not to bring back the fair due to safety concerns.

On August 31, 2024, a 14-year-old was shot and killed at the Michigan State Fair held at the Suburban Collection Showplace in Novi. This conflict occurred in the parking lot just outside the fairgrounds. The fair reopened the next day with restrictions on hours and unoccupied minors. Chief Eric Zinser stated they will look at fair hours and hardening security for future events.

VILLAGE FAIR ATTENDANCE AND POLICE MANPOWER:

The crowds at the Village Fair have been increasing over the last couple of years, and according to event organizers, the attendance has broken its own record each year since 2022. With this steady increase and the closing of other fairs, the Police Department expects crowds to be larger at the 2025 Village Fair. At the 2022 Village Fair, two officers were assigned overtime and supplemented with auxiliary officers. In 2023, it was increased to three officers and in 2024, five officers were assigned and billed to the event. Each year additional auxiliary officers are assigned in addition to the regular officers who are in on overtime. Also, regular on-duty patrol officers conduct extra patrols of the Fair to provide additional coverage. These increases in manpower coverage is a result of growing attendance numbers. Overlapping coverage only exists in the evening hours due to the large volume of minors in attendance during those times.

During the 2024 Village Fair, five officers were ordered overtime to work the details, and their costs were billed to the event organizer. In addition, auxiliary officers supplemented the detail and as many as four were working at any one time. Auxiliary officers are volunteers, and no additional costs are charged to events for their presence. During Saturday evening of the 2024 Village Fair, all officers on duty, outside of the event detail, were in Shain Park patrolling the

event due to the large crowd. No additional charges were billed to the event for the additional resources deployed.

For the 2025 Village Fair, the Police Department will be increasing the number of officers assigned to the fair, resulting in an increased charge to the event. This number could increase leading up to the fair based on information received or as a result of a previous evening's activity. After the event, an accounting of all costs associated with the event from the Police Department will be updated and charged to the event.

MEETING WITH EVENT ORGANIZERS:

On December 6, 2024, Danny Huston (carnival owner), Joe Bauman (Chamber of Commerce), and Chief Scott Grewe held a Zoom meeting. Discussions regarding fair attendance, police incidents, security measures, and communication from past events were reviewed, as were potential solutions for future Village Fairs. All parties agreed that attendance has grown over the years and that proactive steps must be taken if the fair is to continue. The topic of fencing off the fair area was discussed, but due to the layout and surrounding downtown it was determined that this would not be added to the 2025 fair plans at this time.

NEW CLOSING TIME PROCEDURES:

The Police and Fire Departments requested an 8 p.m. closing time in light of everything discussed above. The event application was submitted with an earlier closing time, 10 p.m., than in previous years. To accomplish the goals of increased safety recommended by both emergency service departments and address the Commissioners concerns it was discussed during this meeting to move the closing time to 9 p.m. All parties agreed, and Joe Bauman of the Chamber advised they would promote the event with this closing time. Additionally, the Chamber advised that they will contact Birmingham Youth Assistance to encourage communication with nearby schools about proper behavior at the fair.

If was further discussed during this meeting that a meeting will be held each evening of the event 30 minutes prior to closing time. The purpose of this meeting is to discuss the current situation and the standing closing time. At the sole discretion of the Police Department, the closing time may be extended if current conditions are favorable to allow the operation to continue. This revocable extension may be for any amount of time, but at no time with the event be allowed to operate past 10 p.m.

ATTACHMENTS:

1. Photos of Berkley Days Fencing
2. Detroit News Article "Why more Metro Detroit cities are getting out of the festival business"
3. Letter signed by the Joe Bauman of the Chamber of Commerce and Danny Huston of North American Midway Entertainment



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OAKLAND COUNTY

Why more Metro Detroit cities are getting out of the festival business

Max Reinhart and Hannah Mackay, The Detroit News

Published 11:01 p.m. ET Oct. 11, 2024 | Updated 11:29 p.m. ET Oct. 11, 2024

Fights and fears over safety have led some Michigan cities to cancel their festivals, closing a chapter on, in one case, a century-long tradition and "robbing all the next generation of kids."

From Oakland to Wayne counties, violence has broken out at festivals and fairs this year. Even the Michigan State Fair wasn't immune: The venue at Novi's Suburban Collection temporarily closed in August after a fatal shooting in the parking lot. More than a decade ago, religious confrontations drove the Arab International Festival out of Dearborn.

The Berkley City Council voted last month to ban carnivals from the city after the Berkley Days festival drew fights for the second year in a row. City officials said the event had outgrown the small community, but some residents disagreed.

Mike Szukhent, president and CEO of the Michigan Festivals and Events Association, said public safety has become more of an issue since the end of the COVID-19 pandemic.

"There just seems to be this stupid psyche where people just don't know how to behave nowadays, and so you need to anticipate the worst-case scenario and put things in place to prevent that," Szukhent said.

He is disappointed in Berkley and thinks ending the festival is an overreaction.

"There are people everywhere that are going to do stupid and harmful things. Canceling an event isn't going to prevent that from happening," Szukhent said. "They're going to find somewhere else to go. Meanwhile, all the people that enjoy that event, the activity, are the ones that are paying the price."

The effects range from economic to social, he said.

"To cancel events is robbing all the next generation of kids from experiencing that," Szukhent said.

The Michigan Festivals and Events Association offers training on how to safely plan events, and Szukhent encouraged organizers to plan months ahead with Emergency Medical Services, and local fire and police departments.

"It's better off to have a presence that everyone sees and prevent something from happening than to react to something that's already happened," Szukhent said.

The rise and fall of Arab festival

It's been more than 12 years since religious clashes boiled over into physical conflict at the Arab International Festival in Dearborn, causing the long-running tradition to dissolve and leaving a void that's never been filled.

Tracing the festival's history is a bit like tracing the history of Arab Americans in Dearborn itself, said Mason Christensen, the archivist at the Dearborn Historical Museum.

"It descended from a similar thing in the southeast part of the city, where the Arab population initially settled," Christensen said. "As they moved more to the northeast part of Dearborn, they started having one up there."

In 1995, the event formally became the Arab International Festival, hosted by the Arab American Chamber of Commerce along Dearborn's Warren Avenue, which features long blocks of Arab-related stores and services.

As the city's Arab American population continued to grow, so did the festival. At its peak in the 2000s, the three-day event drew more than 300,000 people to town and generated \$7 million in economic impact, the Arab American chamber said on its website.

But the heightened profile eventually made the event a target for anti-Arab protesters. In 2010, Dearborn police arrested four members of the Christian group Acts 17 Apologetics who came to the Arab event to debate Muslims. The organization sued the city, and Dearborn was ordered to pay a \$300,000 settlement.

Then in 2012, members of the Bible Believers group showed up carrying a pig's head mounted on a stick and told Muslims they'd burn in hell.

"You can imagine that was not met kindly in Dearborn, and so young Muslim teens threw rocks at them," Christensen said. "Police forced (the Christian protesters) away, and some of the more belligerent ones were charged with crimes like disturbing the peace."

That group sued Wayne County officials, arguing its right to free speech and equal protection of the law had been violated. The U.S. District Court judge ruled against the group. But a majority of the full 6th U.S. Circuit Court of Appeals in 2015 overturned the ruling, arguing that "Offensive statements made generally to a crowd are not excluded from First Amendment protection; the insult or offense must be directed specifically at an individual."

The Arab American Chamber of Commerce opted not to host the festival the following year.

"It sent their insurance through the roof," Christensen said.

In the years that followed, as Dearborn's Arab population has continued to grow, smaller Islamic-focused events have been established: a food-centric festival during Ramadan to mark the end of daily fasting and the Mega Eid Festival during Eid Al-Fitr among them.

The city's biggest annual event, Homecoming, draws thousands and hasn't attracted any of the unwanted attention that plagued the Arab International's final years. Although Homecoming has what the city calls a "cultural pavilion" and other nods to Muslim culture, it lacks the full Arab flavor of its predecessor, some said.

"There's really nothing that has fully replaced the Arab International Festival," Christensen said.

Berkley carnival ban

Last month, the Berkley City Council passed a resolution banning carnivals. Problems first arose at the Berkley Days festival, which has existed for nearly a century, in 2023. Several fights broke out between minors, and the festival was forced to close a day early.

Despite advanced planning, extra police officers on the scene and new bag screening policies, officials this year reported similar conditions and two skirmishes during the festival. The fights happened on May 11, a Saturday, and sent one youth to the hospital. Three minors were arrested, police reported.

"There was a lot of kids that started to come up, trying to sneak masks in, and (we) started seeing kind of the same pattern repeating itself," Berkley police Lt. Andrew Hadfield said at a

City Council meeting last month. "We started getting the feeling that we had had in 2023 — the groups were congregating, they were not riding rides, they were not ... getting wristbands."

When the fights were terminated, law enforcement and festival officials decided to shut down the event.

"The feeling in the air was this was going to continue unless we got it under control. So the carnival itself was shut down, and people were told that they had to leave," Hadfield told The Detroit News.

The event reopened on Sunday with new hours and rules, requiring ID for entry and supervision for anyone under the age of 21.

A total of 41 officers, including 16 from Berkley, were called on that Saturday night to control the fights and help disperse the crowd of 1,500 to 2,000 people. Law enforcement cost roughly \$13,000 on Saturday and over \$37,000 for the whole event. The Berkley Days Committee also spent \$18,000 on fencing and security, Berkley Emergency Manager Jack Blanchard said at last month's council meeting.

Unsupervised children with no rides home were one of the biggest problems, Hadfield said. One 10-year-old from Sterling Heights waited almost two hours for a parent to pick them up, he said.

The City Council's resolution is banning carnivals but is not ending Berkley Days, interim City Manager Nate Geinzer said at the meeting. Ideas for a Berkley Days community event are going to be discussed, he said.

"This is an event that has outgrown our community. From our standpoint, it's outgrown our public safety resources. It's outgrown probably the location," Geinzer said.

Berkley Police Chief Matt Koehn said this year's festival issues were not the result of a lack of planning.

"Assuming the exact same event happens next year, you would need to rely on other cities to help you manage that if the same incidents happened — and that becomes very taxing on another city," Hadfield said. "You get to a point that if you can't handle the event within your city, should you even be hosting that event?"

While Berkley Days might look different next year, Mayor Bridget Dean said at the meeting she hopes it will have the same community feel.

"I think we can have a successful event that reflects the pride in our community, the values of our community, the togetherness," Dean said. "... I think that we can still capture that spirit in a reimagined kind of way."

Dean didn't respond to a request for comment.

Several council members expressed sadness but begrudging acceptance.

"It's heartbreaking. And as much as ... my instincts are to just say let's fight and not let them change our way of life, I think it's something that we have to do," council member Clarence Black said at last month's meeting.

The festival would likely continue to draw large crowds to the small city of 2.6 square miles, Hadfield said.

"To have people running through yards, or more fights to happen, or like we saw at the State Fair, to have a shooting occur, just isn't worth it ... for what it does," Hadfield said.

Some residents in the community of 15,200 citizens, such as 74-year-old Greg DuRoss, agreed that there's a problem but aren't sure that banning carnivals is the best answer. DuRoss suggested more limited hours for the event, decreasing the size by making it exclusive to Berkley community members and their friends and family, and taking a break from Berkley Days for a few years might help.

"I agree there should be a suspension. I don't know that it needs to be cast in stone because ... every public event of this nature, whether it's an art fair or some other type of community event, has to be approved by the City Council," DuRoss said. "I understand the reaction. I think it is a bit of an overreaction."

Michigan State Fair shooting

Another fight broke out at the Michigan State Fair in Novi in late August, escalating into a fatal shooting that left one 14-year-old boy dead and another wounded. The conflict occurred in the Suburban Collection Showplace parking lot just outside the fairgrounds.

The state fair reopened the next day with more police, reduced hours, and restrictions on minors. The turnout remained strong, and Novi Police Chief Erick Zinser said he was glad

people still felt safe attending.

Novi police are still investigating the incident and there are no suspects in custody, Zinser said. While the fair is a private event, Novi police have officers and medical personnel set up in an emergency operations center at the fair, he said.

"You'll probably never have enough staffing. ... You plan and do the best you can and provide as much staffing as you can to ensure the safety of the event," Zinser said. "This is the first year we really had a — I'll call it a significant event or a significant concern — at the fair."

Leading up to the shooting, police had already responded to several fights in the carnival's midway area, the police chief said. Conditions have been building over the last couple of years, and the department has tried to increase staffing levels during the carnival's evening hours, he said.

"The atmosphere sort of changed a little bit ... from a family atmosphere to more of a more of a tense atmosphere," Zinser said. "We were responding to fights throughout the ... fairgrounds, not only us, but private security as well, so tensions were getting a little bit higher throughout the evening."

Police will start planning for next year's state fair later this month, he said.

"Things that we're going to look at are fair hours, hardening security in different ways," Zinser said. "They had already had some things in place, like they had metal detectors, they had curfew hours already in place."

Brawl at Birmingham fair

Fighting among young people made headlines this past summer in and around the Oakland County community of Birmingham, where the annual Village Fair has entertained families for 59 years.

In one incident, a teen was pummeled by assailants and continued to be beaten after falling to the ground. Video of the incident was posted online by Downtown Newsmagazine, which serves Birmingham, as well as Bloomfield Hills and Bloomfield Township. Birmingham police did not return a call seeking comment.

The attack was a new experience for Joe Bauman, president of the Birmingham Bloomfield Chamber of Commerce, which hosts the annual festival.

"We've been really fortunate. Next year is our 60th for the fair and my 15th year as president of the chamber," Bauman said. "This was literally, unless I'm not aware of something else, the first time we were made aware of something that rose to the level where police were involved and charges were filed against the perpetrator."

To ward off the possibility of another melee in 2025, he said the event will close at 10 p.m., an hour earlier than in recent years.

"It's been our experience that, if you're going to have something happen, it typically happens after dark," Bauman said.

He noted the attack technically took place outside the fair, on Maple Road, just a block away from the police station. A noticeable police presence usually keeps the fair free of rowdy behavior, he said.

The chamber pays the city for any resources administrators believe are necessary beyond normal police staffing. The cost has climbed in recent years, reflecting the growth in fair attendance, which has broken its own record each year since 2022, when the Village Fair returned after two years off due to the COVID pandemic. The bill this year was in excess of \$20,000, Bauman said.

"That (cost) is significant when this event is a fundraiser for the chamber," he said, "but safety is our No. 1 priority, and if that's what the city feels comfortable with, then we'll pay it."

A matter of programming?

Royal Oak seems to have been more fortunate. The city's Winter Blast, Taco Fest and the Arts, Beats & Eats Festival, which attracts more than 300,000 for music, food and fun, have been "fairly incident-free," said Jon Witz, who produces these events.

Making sure they stay that way begins with considering what Witz calls "programming," or what type of entertainment the event is offering and to whom it appeals.

In some cases, carnival-type activities, fireworks or things that historically attract teenagers produce more security concerns, Witz said.

Other factors that could contribute to a teen-heavy turnout include music and rides. Arts, Beats & Eats includes a designated Kids Zone with arts and crafts and kiddie rides targeted at younger children. In addition, the live music, Witz said, is purposefully diverse in genre.

This generally helps the festival attract a wide range of ages, he said.

"At Arts, Beats & Eats and other events, we do have teenagers," Witz said, "but they're generally with their family or in smaller groups because the programming is not conducive to drawing large groups of that age group."

Witz also makes sure event organizers meet often with public safety departments leading up to events. Police agencies provide a better level of security than private companies, he said.

"Having five police officers is like having 20 guards," Witz said.

A visible police presence makes festival-goers feel safe, he said, and can deter people who might consider committing acts of violence or mass violence.

"Certainly, in public, there is now an increased risk of random violence in our country," Witz said. "You have to have the best preventions possible."

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Dec. 10, 2024

Chief of Police Scott Grewe
City of Birmingham

Dear Chief Grewe,

I greatly appreciated you took the time last week to discuss the 2025 Village Fair with myself and Danny Huston, owner/CEO of North American Midway Entertainment. We felt the discussion was very productive, and we appreciate you sharing with us your thoughts on how we can work together to maintain a safe, family-focused environment.

To recap, it was agreed by all parties the recommended fair hours are as follows:

Wednesday May 28 – 5-10 p.m. (Private event with limited access and not open to the public.)

Thursday, May 29 – 12-9 p.m. Open to the Public

Friday, May 30 – 12-9 p.m. Open to the Public

Saturday, May 31 – 11 a.m.-9 p.m. Open to the Public

Sunday, June 1 – 12-9 p.m. open to the Public

It was further agreed that no later than 30 minutes before the scheduled closing time for the fair each night, a meeting will be held between the Chamber, NAME and Birmingham Police to discuss the 9 p.m. closing time. Depending on current conditions, the Birmingham Police may give permission to leave the fair open beyond the 9 p.m. closing time. While the Chamber will provide input, we understand this decision ultimately rests with the Birmingham Police Department, and under no circumstances will the fair remain open beyond 10 p.m.

We look forward to working with your department and the City of Birmingham to ensure the 60th-annual Village Fair will continue to be the amazing community jewel loved by thousands that it has become.

Sincerely,

Joe Bauman

President, BBCC

Danny Huston

NAME

CHARTER TOWNSHIP OF BLOOMFIELD

NOTICE OF PUBLIC HEARING

ZONING BOARD OF APPEALS

Notice is hereby given that the Zoning Board of Appeals will hold a public hearing at the Bloomfield Township Hall, 4200 Telegraph Road, on **TUESDAY, JANUARY 14, 2025 at 7:00 P.M.** to consider the following appeal:

Seeking approval for two (2) 2 ft. by 2 ft. by 4 ft. high illuminated driveway piers, Section 25 Bloomfield Manor Sub Lot 9. The Code of the Charter Township of Bloomfield, Section 42-5.1 states that accessory uses / structures shall not be erected in any yard, except a rear yard, shall be set back at least 16 ft. from the side and rear lot lines, shall not exceed fourteen (14) feet in height, shall be screened from adjacent residences with evergreen and deciduous material, which will obscure view twelve (12) months of the year, that such vegetation shall be maintained in a healthy condition, and shall require the review and approval of the Zoning Board of Appeals. (P. Patek, 1580 Oxford Rd., 19-25-226-001)

Described as: Section 25 Bloomfield Manor Sub Lot 9

Sidwell No: 19-25-226-001

*Patricia Voelker, Director
Planning, Building and Ordinance*

Complete copies of the appeals can be viewed at the Township Hall during regular business hours in the Planning, Building, and Ordinance Department, from 7:00 a.m. to 5:30 p.m., Monday through Thursday. Comments may be provided at the public hearing or by writing to: Bloomfield Township Planning, Building, and Ordinance Department, P.O. Box 489, Bloomfield Hills, MI 48303-0489 - Telephone: (248) 433-7795 - Fax: (248) 433-7729 or via email to zba-publiccomment@bloomfieldtwp.org

To view the meeting live, go to Comcast Channel 15 or AT&T Channel 99 or via the internet: [Bloomfield Twp., MI – Public Meetings](#)



To view the Zoning Board of Appeals packet posted on Documents on Demand by the end of business **Thursday, January 9th** you can use the QR code to the right.



NOTE: The Charter Township of Bloomfield will provide necessary, reasonable auxiliary aids and services at all meetings to individuals with disabilities. All such requests must be made at least five days prior to said meeting. Individuals with disabilities requiring auxiliary aids or services should contact the Bloomfield Township Planning Division by writing or calling the following: Planning Division, P.O. Box 489, Bloomfield Hills, MI 48303-0489 - Telephone: (248) 433-7795 - Fax: (248) 433-7729.

Dated: December 19, 2024

INFORMATION ONLY