

BIRMINGHAM CITY COMMISSION AGENDA

JANUARY 27, 2020

MUNICIPAL BUILDING, 151 MARTIN

7:30 P.M.

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Pierre Boutros, Mayor

II. ROLL CALL

III. PUBLIC COMMENT

The City of Birmingham welcomes public comment limited at the Mayor's discretion on items that do not appear in the printed agenda in order to allow for an efficient meeting. The Commission will not participate in a question and answer session and will take no action on any item not appearing on the posted agenda. The public can also speak to agenda items as they occur when the presiding officer opens the floor to the public. When recognized by the presiding officer, please step to the microphone, state your name for the record, and direct all comments or questions to the presiding officer.

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

ANNOUNCEMENTS:

Restaurant week continues this week through January 31st, then continues Monday, February 3rd through Friday, February 7th. Please visit www.allinbirmingham.com for more information or call 248-530-1200.

APPOINTMENTS:

- A. Public Arts Board – 1 regular member
 - 1. Jason Eddleston

- B. To appoint ____ to the Public Arts Board as a resident member to complete a three-year term to expire January 18, 2022.

- C. Storm Water Utility Appeals Board
 - 1. A. James Partridge

- D. To appoint ____ to the Storm Water Utility Appeals Board as a regular member for a three-year term to expire January 31, 2023.

V. CONSENT AGENDA

All items listed on the consent agenda are considered to be routine and will be enacted by one motion and approved by a roll call vote. There will be no separate discussion of the items unless a

commissioner or citizen so requests, in which event the item will be removed from the general order of business and considered under the last item of new business.

- A. Resolution approving the Regular City Commission meeting minutes of January 13, 2020.
- B. Resolution approving the warrant list, including Automated Clearing House payments, dated January 15, 2020 in the amount of \$7,000,316.24.
- C. Resolution approving the warrant list, including Automated Clearing House payments, dated January 22, 2020 in the amount of \$325,763.51.
- D. Resolution authorizing the Chief of Police to sign the MLCC Police Investigation Report (LC-1800) and to approve the liquor license request of Bus Bar, LLC that requests a transfer of Ownership and Location of an Original 550 Resort Class C and SDM Liquor License with Sunday Sales (AM and PM) to be issued under MCL 436.1531(2) with Outdoor Service (2 Area), New Entertainment Permit and 3 New Additional Bar Permits to be located at 2159 E. Lincoln, Birmingham, Oakland County, MI 48009. Furthermore, pursuant to Birmingham City Ordinance, authorizing the City Clerk to complete the Local Approval Notice at the request of Bar Bus, LLC approving the liquor license transfer request of Bus Bar, LLC that requested a Resort Class C and SDM Liquor License with Sunday Sales (AM and PM) be transferred under MCL 436.1531(2) with Outdoor Service (2 Area), New Entertainment Permit and 3 New Additional Bar Permits to be located at 2159 E. Lincoln, Birmingham, Oakland County, MI 48009.
- E. Resolution approving the split award of the MITN cooperative bid of unleaded gasoline and diesel fuel for truck transport deliveries to RKA Petroleum Companies, Inc., 28340 Wick Road, Romulus, MI 48174 and Petroleum Traders Corporation, 7120 Inverness Way, Fort Wayne, IN 46804; and further, approving the award for tank wagon deliveries to RKA Petroleum Companies, 28340 Wick Rd., Romulus, MI, 48174 and Atlas Oil Company, 24501 Ecorse Road, Taylor, MI 48180; based on bid factors included in the respective bids for a two-year period from February 1, 2020 through February 1, 2022, with the option to extend the terms and conditions an additional two years, upon mutual consent. Funds for this purchase of gasoline and diesel fuels are budgeted in Auto Equipment Fund – Fuel Expense account #641-441.006-737.0000.
- F. Resolution approving a request from the Huntington Disease Society of America-MI Chapter to hold Yoga in the Park in Shain Park on June 27, 2020 contingent upon compliance with all permit and insurance requirements and payment of all fees and, further pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event.
- G. Resolution approving a request from the Birmingham Shopping District to hold the 2020 Farmers Market season beginning Sunday, May 3rd, 2020 to October 25th, 2020 contingent upon compliance with all permit and insurance requirements and payment of all fees and, further, pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event.
- H. Resolution approving a request from the Birmingham Shopping District to hold the 2020 Day on the Town special event on Saturday, July 25, 2020, using either Plan A or Plan B dependent on Maple Rd. construction as submitted in the application, and contingent upon compliance with all permit and insurance requirements and payment of all fees and, further, pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event.

- I. Resolution approving a request from the Birmingham Shopping District to hold the 2020 Birmingham Cruise special event, on Saturday, August 15, 2020 contingent upon compliance with all permit and insurance requirements and payment of all fees and, further, pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event.
- J. Resolution approving a special event permit as requested by the Birmingham Shopping District to hold the 2020 Movie Nights on Fridays, June 12, July 17, and August 21, 2020, with rain dates scheduled on Saturdays, June 13, July 18, and August 22, 2020. Approval is contingent upon compliance with all permit and insurance requirements and payment of all fees and, further, pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event.
- K. Resolution approving a request from Common Ground to hold the Art Fair in Shain Park and on the surrounding streets on September 26 & 27, 2020 contingent upon compliance with all permit and insurance requirements and payment of all fees and, further pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event.
- L. Resolution authorizing the IT department to purchase the Security Subscription, Support and License renewals for the Palo Alto Firewall and Traps Server and endpoint clients from AmeriNet. The purchase price not to exceed \$27,690.40. Funds are available in the IT Computer Maintenance fund account # 636-228.000-933.0600.
- M. Resolution authorizing the IT department to purchase the License and support renewal for the ArcGIS software from ESRI Inc. Total cost not to exceed \$9,332.19. Funds are available in the Computer Maintenance fund account # 636-228.000-933.0600.
- N. Resolution authorizing the IT department to purchase the Darktrace enterprise immune system from SHI international using Michigan Master Computing Program Contract - 071B6600113-MiDEAL with a total purchase price not to exceed \$239,292.00. Paid in 4 annual installments of \$59,823.00 beginning 2020, and ending in 2023; purchase to be charged to account #636-228.000-973.0400; and further approving the appropriation and amendment to the fiscal year 2019-2020 Computer Equipment Fund budget.
- O. Resolution approving the Professional Services Agreement with Hubbell, Roth & Clark, Inc. for Residential Site Evaluation Services for a 1-year term, extendable at the discretion of the City Commission up to three years. Further, to direct the Mayor and City Clerk to sign the agreement on behalf of the City.

AND

Resolution amending the Schedule of Fees, Charges, Bonds, Insurance, in the Community Development section as indicated by the consultant fee proposal.

VI. UNFINISHED BUSINESS

VII. NEW BUSINESS

- A.. Ordinance amending Part II of the City Code, Chapter 74 Offenses, Article I.– General, Sec 74-6, to replace the current ordinance with the attached updated version to include Electric Personal Assistive Mobility Devices. Furthermore, authorizing the Mayor and City Clerk to sign the ordinance on behalf of the city.

- B. Ordinance amending Part II of the City Code, Chapter 74 Offenses, Article VII.–Offenses Against Public Morals, Division 5 – Controlled Substances, shall be amended to add Sec. 74-310 Marihuana Regulations. Furthermore, authorizing the Mayor and City Clerk to sign the ordinance on behalf of the city.
- C. Resolution approving Change Order #1 for the Oak Street Sewer Rehabilitation Project, Contract #11-19(S), to Bidigare Contracting, Inc., in the amount of \$66,500, to be charged to account number 591-537.005-811.0000; and further approving the appropriation and amendment to the 2019-2020 Water Supply System Receiving Fund budget.
- D. Resolution to meet in closed session to discuss pending litigation in the matter of Schneider v City of Birmingham pursuant to Section 8(e) of the Open Meetings Act, MCL 15.261 – 15.275.

(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.)

VIII. REMOVED FROM CONSENT AGENDA

IX. COMMUNICATIONS

X. REPORTS

- A. Commissioner Reports
- B. Commissioner Comments
- C. Advisory Boards, Committees, Commissions’ Reports and Agendas
- D. Legislation
- E. City Staff

INFORMATION ONLY

XI. ADJOURN

PLEASE NOTE: Due to building security, public entrance during non-business hours is through the Police Department – Pierce St. entrance only.

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

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



**NOTICE OF INTENTION TO APPOINT TO
PUBLIC ARTS BOARD**

At the regular meeting of Monday, January 13, 2020, the Birmingham City Commission intends to appoint two regular members to the Public Arts Board to serve three-year terms to expire January 28, 2023, two regular members to serve the remainder of a three-year term to expire January 28, 2022, and 2 alternate members to serve three-year terms to expire January 28, 2023.

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

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

Interested citizens may apply for this position by submitting an application available from the City Clerk's office. Applications must be submitted to the City Clerk's office on or before noon on Wednesday, January 8, 2020. These applications will appear in the public agenda for the regular meeting at which time the commission will discuss recommendations, and may make nominations and vote on the appointments.

Applicant(s) Presented For City Commission Consideration:

Applicant Name	Criteria/Qualifications
Jason Eddleston	Resident member

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

SUGGESTED ACTION:

To appoint _____ to the Public Arts Board as a regular member to serve the remainder of a three-year term to expire January 28, 2022.



PUBLIC ARTS BOARD

City Code - Chapter 78, Article V

Terms - 3 years

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

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

Objectives -

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

Last Name	First Name	Home Business	E-Mail	Appointed	Term Expires
Bishai 1173 Latham St. Birmingham	Natalie 48009	(248) 640-0088	<i>nlbishai@yahoo.com</i>	2/12/2018 Resident Member	1/28/2023
Eddleston 892 Purdy Birmingham	Jason 48009	(248) 703-3808	<i>jason28e@yahoo.com</i>	12/5/2016 Alternate	1/28/2023
Heller 176 Linden Birmingham	Barbara 48009	(248) 540-1310 (313) 833-7834	<i>bheller@dia.org</i>	1/28/2002 Resident Member	1/28/2021
Neville 1516 E. Melton Birmingham	Monica 48009	(248) 321-1776	<i>monica.neville1@gmail.com</i>	2/27/2017 Resident Member	1/28/2021

Last Name	First Name	Home Business E-Mail	Appointed	Term Expires
Ritchie 1455 South Eton Birmingham	Anne 48009	(248) 635-1765 <i>anneritchie7@yahoo.com</i>	9/12/2016 Resident Member	1/28/2022
VACANT				1/28/2022 Resident Member
VACANT				1/28/2020 Alternate
VanGelder 3795 Loch Bend Commerce Twp.	Annie 48382	(248) 408-6132 <i>annievangelder@bbartcenter.org</i>	Artist/Major Cultural Institution	
Wells 588 Cherry Ct. Birmingham	Linda 48009	(248) 647-1165 <i>lawells126@gmail.com</i>	2/11/2013 Resident Member	1/28/2022

CITY BOARD/COMMITTEE ATTENDANCE RECORD

Name of Board: **Public Arts Board**

Year: **2019**

Members Required for Quorum:

MEMBER NAME	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	SPEC MTG	SPEC MTG	Total Mtgs. Att.	Total Absent	Percent Attended Available
REGULAR MEMBERS																	
Barbara Heller	NM	P	P	CP	P	CP	P	P	A	P	✓	CP			6	1	86%
Monica Neville	NM	P	P	A	P	A	P	P	P	P	✓	CP			6	2	75%
Rabbi Boruch Cohen	NM	A	A	CP	P	A	NA	NA	A	A					1	4	20%
Anne Ritchie	NM	P	P	A	P	CP	A	P	P	A	✓				4	3	57%
Linda Wells	NM	P	P	CP	P	CP	P	P	A	P	✓				5	1	83%
Jason Eddleston	NM	P	P	A	A	A	P	P	P	P	✓				5	3	63%
															0	0	#DIV/0!
															0	0	#DIV/0!
															0	0	#DIV/0!
ALTERNATES																	
Natalie Bishai	NM	P	A	A	A	A	P	A	P	A		CP			3	6	33%
Cole Wolhfiel (Student)	NM	P	P	A	A	A	A	A	A	A					2	7	22%
Amelia Berry (Student)	NM	A	A	A	A	A	A	A	A	A					0	9	0%
															0	0	#DIV/0!
Present or Available	0	7	6	3	5	3	5	5	4	4	0	0	0	0			

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

Department Head Signature

CITY BOARD/COMMITTEE ATTENDANCE RECORD

Name of Board: Public Arts Board

Year: 2018

Members Required for Quorum: 4

MEMBER NAME	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	SPEC MTG	SPEC MTG	Total Mtgs. Att.	Total Absent	Percent Attended Available
REGULAR MEMBERS																	
Rabbi Boruch Cohen	P		P	P	P	P	P	P		P	P	P			10	0	100%
Jason Eddleston	P		A	A	A	A	P	P		A	P	A			4	6	40%
Barbara Heller	P		P	P	P	P	P	P		P	A	P			9	1	90%
Anne Ritchie	A		P	A	A	P	A	A		P	P	A			4	6	40%
Mary Roberts	A		A	A	A	A	A	A		P	A	A			1	9	10%
Linda Wells	P		P	P	P	P	P	P		P	P	P			10	0	100%
Monica Neville	P		P	P	P	P	P	P		P	P	P			10	0	100%
Amelia Berry-student rep			P	P	P	P	P	P		P	P	P					
Cole Wohlfel-student rep			P	A	A	P	P	P		P	P	A					
ALTERNATES																	
Natalie Bishai			P		P												
VACANT																	
Reserved															0	0	#DIV/0!
Reserved															0	0	#DIV/0!
Present or Available	5	0	8	5	6	7	7	7	0	8	7	5	0	0			

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

C. Mynsberge

Department Head Signature

CITY BOARD/COMMITTEE ATTENDANCE RECORD

Board/Committee:

Public Arts Board

Year: 2017

MEMBER NAME	1/18	2/15	3/15	4/19	5/17	6/21	7/19	8/16	10/18	11/15	Total Mtgs. Att.	Total Absent	Percent Attend
REGULAR MEMBERS													
Barbara Heller	P	P	P	P	P	P	P	A	P	P	9	1	90%
Eva Suchara	A	X	X	X	X	X	X	X	X	X	0	1	0%
Maggie Metler	P	X	X	X	X	X	X	X	X	X	1	0	100%
Monica Neville	**	**	P	P	P	P	P	P	P	A	7	1	88%
Rabbi Boruch Cohen	**	**	P	P	P	P	P	P	P	P	8	0	100%
Anne Ritchie	P	P	A	P	A	A	A	P	P	P	6	4	60%
Mary Roberts	A	A	A	P	A	A	P	A	P	A	3	7	30%
Linda Wells	P	P	P	P	P	P	P	P	P	P	10	0	100%
Jason Eddleston	A	P	A	A	P	P	A	A	P	A	4	6	40%
Celeste Demps-Simons (Student Rep.)	A	A	A	P	P	A	P	P	P	P	4	6	40%
Sarah Evans (Student Rep.)	A	A	A	P	P	P	P	A	A	A	4	6	40%
Cecilia Trella (Student Rep.)	A	P	P	P	A	P	P	A	P	A	6	4	60%
ALTERNATES													
Member 1											0	0	#DIV/0!
Member 2											0	0	#DIV/0!
Summary													
Members in attendance	4	5	5	9	7	7	8	5	9	5			

KEY: A = Absent
P = Present
NM = No Meeting
**** = Not yet appointed**
x = no longer serving





OFFICE USE ONLY	
Meets Requirements?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Will Attend / Unable to Attend	

APPLICATION FOR CITY BOARD OR COMMITTEE

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

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

(Please print clearly)

Board/Committee of Interest Public Arts Board

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

Name Jason Eddleston Phone 248-703-3808

Residential Address 892 Purdy Email jason28e@yahoo.com

Residential City, Zip Birmingham 48009 Length of Residence 13 years

Business Address 702 E 11 Mile Road Occupation Small Business Owner

Business City, Zip Royal Oak 48067

Reason for Interest: Explain how your background and skills will enhance the board to which you have applied
Spent 6 years as FJC board at DTA. Fundraiser for art projects in Detroit, DTA & Jantranch.

List your related employment experience _____

List your related community activities Royal Oak Council Board, Hankarck Recycle Commission

List your related educational experience Lifer at Cranbrook, College at University of Pennsylvania Wharton School of Business

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

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

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

[Signature]
 Signature of Applicant

12-11-19
 Date

Please consult the criteria required to be a member of each City Board or Committees. Fill in the criteria you meet in the "Specific Category/Vacancy on Board" on the Application. If you are applying for a spot as an Alternate Member, you must still meet at least one of the criteria. Please contact Cheryl Arft, Acting City Clerk, at 248-530-1880 or carft@bhamgov.org with any questions.

ADVISORY PARKING COMMITTEE

- Building Owner within the Parking Assessment District
- Restaurant owner within the Parking Assessment District
- Representative of a professional firm within the Parking Assessment District

ARCHITECTURAL REVIEW COMMITTEE

- Licensed architect and resident of Birmingham

CABLECASTING BOARD

- Resident of Birmingham

ALTERNATE HEARING OFFICER

- Resident of Birmingham with legal, administrative or other qualifications that will aid in the performance of the duties.

HISTORIC DISTRICT STUDY COMMITTEE

- Clearly demonstrated interest in or knowledge of historic preservation.

HOUSING BOARD OF APPEALS

- Education or experience in building construction administration, social services, real estate, or other such positions.

MULTI-MODAL TRANSPORTATION BOARD

- Urban planning, architecture or design education and/or experience.

MUSEUM BOARD

- Resident of Birmingham.

PARKS AND RECREATION BOARD – ALTERNATE MEMBER

- Registered to vote in Birmingham.

PUBLIC ARTS BOARD

- Represent a major cultural institution, be a Michigan registered architect, an artist, an art historian, or art consultant.

TRIANGLE DISTRICT CORRIDOR IMPROVEMENT AUTHORITY

- Ownership or business interest in property located in the Development Area.



**NOTICE OF INTENTION TO APPOINT
STORM WATER UTILITY APPEALS BOARD**

At the regular meeting of Monday, January 13, 2020, the Birmingham City Commission intends to appoint 3 regular members to serve three-year terms to expire January 31, 2023 and 2 alternate board members to serve the remainder of three-year terms to expire January 31, 2022. 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.

2 of the 3 regular members appointed shall be licensed professional engineers not employed by the local unit of government. 1 of the 2 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 18, 2017. These applications will appear in the public agenda for the regular meeting at which time the commission will discuss recommendations, and may make nominations and vote on the appointments.

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

Applicant(s) Presented For City Commission Consideration:

Applicant Name	Criteria/Qualifications
A. James Partridge	Licensed Professional Engineer

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

SUGGESTED RESOLUTION:

To appoint _____ to the Storm Water Utilities Appeal Board as a regular member to serve a three-year term to expire January 31, 2023.

STORM WATER UTILITY APPEALS BOARD

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

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

Board responsibilities:

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

Last Name	First Name	Home Business Fax	E-Mail	Appointed	Term Expires
Keener	Laura			4/13/2017	1/31/2020
286 W. Brown				Regular-Licensed Professional Engineer	
Birmingham	48009				
<i>laurakeener@outlook.com</i>					
Lavoie	Robert	(248) 635-6472		4/13/2017	1/31/2020
555 Lakeview Ave.				Regular-Licensed Professional Engineer	
Birmingham	48009				
<i>dlavoie@aol.com</i>					
Partridge	A. James	(248) 670-0826		3/27/2017	1/31/2020
3916 Cottontail Ln.				Regular-Licensed Professional Engineer	
Bloomfield Hills	48301				
<i>jim@jpconsulting-llc.com</i>					

Last Name	First Name	Home Business Fax E-Mail	Appointed	Term Expires
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VACANT				1/31/2022
			Alternate-Licensed Professional Engineer	

VACANT				1/31/2022
			Alternate	

CITY BOARD ATTENDANCE RECORD 2017-2019
Storm Water Utility Appeals Board
Members Required for Quorum: 2

MEMBER NAME	May 16, 2017	May 23, 2017	Nov. 1, 2018	Total	Total	Percent
				Attended	Absent	Attended
Laura Keener	P	P	P	3	0	100%
Robert Lavoie	P	P	P	3	0	100%
James Partridge	P	P	P	3	0	100%
Total Present	3	3	3			



 Department Head

OFFICE USE ONLY	
Meets Requirements?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Will Attend / <input type="checkbox"/> Unable to Attend	

APPLICATION FOR CITY BOARD OR COMMITTEE

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

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

(Please print clearly)

Board/Committee of Interest STORM WATER FEE APPEALS BOARD

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

Name A. JAMES RETRIDGE (Jim)

Phone 248-670-0826

Residential Address 3916 COTTONTAIL LANE

Email Jim@jpconsultingllc.com

Residential City, Zip BLVD TWP. 36400

Length of Residence 40 yrs

Business Address WOODWARD

Occupation ENGINEER

Business City, Zip BLVD HILLS

Reason for Interest: Explain how your background and skills will enhance the board to which you have applied
Building & plumbing engineer for 40+ years.

List your related employment experience _____

List your related community activities _____

List your related educational experience BHAM

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

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

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

Signature of Applicant *A. James Retridge*

Date 12/16/19

BIRMINGHAM CITY COMMISSION MINUTES
JANUARY 13, 2020
MUNICIPAL BUILDING, 151 MARTIN
7:30 P.M.

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Mayor Pierre Boutros called the meeting to order at 7:30 PM.

II. ROLL CALL

ROLL CALL: Present: Mayor Boutros
Mayor Pro Tem Longe
Commissioner Baller
Commissioner Hoff
Commissioner Host
Commissioner Nickita
Commissioner Sherman
Absent: None

Administration: City Manager Valentine, Assistant City Manager Gunter, City Attorney Currier, Acting City Clerk Arft, Human Resource Manager Myers, DPS Director Wood, City Engineer O'Meara, Assistant City Engineer Fletcher, Police Commander Grewe, Police Chief Clemence, City Planner Ecker, Management Intern Fairbairn

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

01-001-20 APPOINTMENTS TO THE PARKS & RECREATION BOARD

The City Commission interviewed current alternate members Pam Graham and Eleanor Noble; and new applicant Andrew Haig.

MOTION: Motion by Mayor Pro Tem Longe:
To appoint Pam Graham to the Parks & Recreation Board as a regular member to serve the remainder of a three-year term to expire March 13, 2022.

MOTION: Motion by Commissioner Nickita:
To appoint Eleanor Noble to the Parks & Recreation Board as a regular member to serve the remainder of a three-year term to expire March 13, 2022.

VOTE: To appoint Pam Graham:

Yeas, 5
Nays, 2
Absent, 0

01-002-20 APPOINTMENTS TO THE PUBLIC ARTS BOARD

The commission interviewed current members Anne Ritchie and Jason Eddleston, alternate member Natalie Bishai, and new applicant Annie Van Gelderan for appointments to the Public Arts Board:

MOTION: Motion by Commissioner Hoff:
To appoint Annie Van Gelderan to the Public Arts Board as a regular member to serve a three-year term to expire January 28, 2023.

MOTION: Motion by Commissioner Nickita:
To appoint Natalie Bishai to the Public Arts Board as a regular member to serve a three-year term to expire January 28, 2023.

MOTION: Motion by Mayor Pro Tem Longe:
To appoint Anne Ritchie to the Public Arts Board as a regular member to serve the remainder of the three-year term to expire January 28, 2022.

MOTION: Motion by Commissioner Host:
To appoint Jason Eddleston to the Public Arts Board as an alternate member to serve a three-year term to expire January 28, 2023.

VOTE:	Annie Van Gelderan:	Ayes, 7	Nays, 0
	Natalie Bishai	Ayes, 7	Nays, 0
	Anne Ritchie	Ayes, 7	Nays, 0
	Jason Eddleston	Ayes, 7	Nays, 0

01-003-20 APPOINTMENTS TO THE MULTI-MODAL TRANSPORTATION BOARD

The commission interviewed Thomas Peard for an appointment to the Multi-Modal Transportation Board as a regular member.

MOTION: Motion by Commissioner Hoff:
To appoint Thomas Peard to the Multi-Modal Transportation Board as a regular member who has urban planning, architecture or design education and/or experience to serve the remainder of a three-year term to expire March 24, 2022.

VOTE:	Ayes,	7
	Nays,	0

01-004-20 ADMINISTRATION OF THE OATH OF OFFICE

Acting City Clerk, Arft administered the Oath of Office to all of the newly appointed board members.

IV. CONSENT AGENDA

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

01-005-20 APPROVAL OF THE CONSENT AGENDA

The following items were removed from the Consent Agenda:

Commissioner Host: Item A, Minutes of the regular Commission Meeting on 12/16/19.

Commissioner Hoff: Item G, Cost Sharing Agreement with Bloomfield Township.
Item J, The use of parking spaces in the right-of-way.

Commissioner Sherman: Item B, Minutes of the Ad Hoc Selection Committee Meeting for City Clerk.

MOTION: Motion by Commissioner Sherman, seconded by Commissioner Hoff:
To approve the Consent Agenda, excluding Items A, B, G, and J.

- C. Resolution approving the warrant list, including Automated Clearing House payments, dated December 18, 2019 in the amount of \$567,686.36.
- D. Resolution approving the warrant list, including Automated Clearing House payments, dated January 8, 2020 in the amount of \$3,376,128.65.
- E. Resolution delegating to the Birmingham City Clerk and her authorized assistants, those being the members of her staff, the following duties of the election commission for the March 10th Presidential Primary Election, August 4th, 2020 Primary Election and November 3rd, 2020 General Election:
 - Preparing meeting materials for the election commission, including ballot proofs for approval and a listing of election inspectors for appointment;
 - Contracting for the preparation, printing and delivery of ballots;
 - Providing candidates and the Secretary of State with proof copies of ballots;
 - Providing notice to voters in the case of precinct changes/consolidations;
 - Providing election supplies and ballot containers; and
 - Preliminary logic and accuracy testing.
- F. Resolution designating Finance Director Mark Gerber, Assistant Finance Director Kim Wickenheiser, DPS Director Lauren Wood, Building Official Bruce Johnson, Assistant Building Official Mike Morad, Birmingham Museum Director Leslie Pielack, and Police Commander Scott Grewe as representatives for Election Commission members Mayor Pierre Boutros, Mayor Pro Tem Therese Longe, and Commissioners Clinton Baller, Rackeline Hoff, Brad Host, Mark Nickita and Stuart Sherman for the purpose of conducting the Public Accuracy Tests of the electronic tabulating equipment which will be used to count votes cast at the March 10, 2020, August 4, 2020 and November 3, 2020 elections.
- H. Resolution appointing Assistant City Engineer Austin Fletcher as representative, and Assistant City Engineer Theresa Bridges as alternate representative, for the City of Birmingham, on the Southeastern Oakland County Water Authority Board of Trustees for the period starting January 13, 2020.
- I. Resolution approving the Amended and Restated Professional Services Agreement with McKenna Associates, Inc. for inspection, code enforcement and support services as planned in the current fiscal year, and thereafter, as budgeted. Further, directing the Mayor and City Clerk to sign the agreement on behalf of the City.

- K. Resolution awarding the Video Inspection – Maple Road to M-1 Studios of Ferndale, MI in the amount of \$28,400.00 to be charged to the various accounts as detailed in this report.
- L. Resolution awarding the Maple Road Traffic Signal Mast Arm Materials Contract to Farr & Faron Associates of Brighton, MI in the amount of \$95,429.00 to be charged to Major Street Fund (Traffic Control) 202-303.001-977.0100.

ROLL CALL VOTE: Ayes, Mayor Boutros
 Mayor Pro Tem Longe
 Commissioner Baller
 Commissioner Hoff
 Commissioner Host
 Commissioner Nickita
 Commissioner Sherman
 Nays, None

01-006-20 RESOLUTION APPROVING THE REGULAR CITY COMMISSION MEETING MINUTES OF DECEMBER 16, 2019 (ITEM A)

Commissioner Host pulled this item to clarify his comment on page 9 regarding the 26 miles of unimproved roads in the City. The comment is missing a key phrase “that asphalt should be offered as a choice”. Remove the phrase “express their opinions”.

MOTION: Motion by Commissioner Host, seconded by Commissioner Hoff:
 To approve the regular City Commission meeting minutes of December 16, 2019 as amended.

VOTE: Ayes, 7
 Nays, 0

01-007-20 RESOLUTION APPROVING THE AD HOC CLERK SELECTION COMMITTEE MEETING MINUTES OF JANUARY 3, 2020 (ITEM B).

Commissioner Sherman pulled this item because the minutes were not contained in the Agenda. City Manager Valentine explained that the omission was in error and a hard copy was provided to each commissioner at the table tonight.

MOTION: Motion by Commissioner Sherman, seconded by Commissioner Hoff
 To approve the Ad Hoc Clerk Selection Committee meeting minutes of January 3, 2020.

VOTE: Ayes, 7
 Nays, 0

01-008-20 RESOLUTION APPROVING COST SHARING AGREEMENT WITH BLOOMFIELD TOWNSHIP (ITEM G)

Commissioner Hoff pulled this item because the initial project cost split was estimated at 50% between the City of Birmingham and Bloomfield Township.

City Manager Valentine explained that the scope of work is larger in Birmingham than in Bloomfield Township and the existing split appropriately reflects the distinction.

MOTION: Motion by Commissioner Hoff, seconded by Commissioner Nickita

To approve the cost sharing agreement with Bloomfield Township to proceed with the installation of a new Woodward Ave. crosswalk on the south leg of the Woodward Ave. and Quarton Rd./Big Beaver Rd. intersection at the estimated amount of \$65,320.50, to be charged to the General Sidewalk Fund Capital Improvements, 101-444.001-981.0100. Also, directing the Mayor to sign the agreement on behalf of the City. Further, approving the appropriation and amendment to the fiscal year 2019-2020 General Fund budget.

VOTE: Ayes, 7
 Nays, 0

01-009-20 EMPLOYEE RECOGNITION

City Manager Valentine recognized Mr. O’Meara for over 29 years of service as he prepares for Retirement; his last day of work will be Friday, January 17, 2020. Everyone applauded his service to the City.

01-010-20 RESOLUTION APPROVING THE USE OF SIX PARKING SPACES IN THE RIGHT-OF-WAY ADJACENT TO 707-717 S. ETON ST. (ITEM J)

Commissioner Hoff pulled this item to get an understanding of why this facility would need additional parking spaces and who would be using the extra spaces.

Director Ecker explained that the facility is now a medical facility from a law office and the office needed additional parking for patients.

MOTION: Motion by Commissioner Hoff, seconded by Commissioner Sherman:
To approve the use of six parking spaces in the right-of-way adjacent to the property located at 707-717 S. Eton to fulfill the parking requirements per Article 4, section 4.43 (G)(4) of the Zoning Ordinance, subject to the recommended repairs being completed as required by the Engineering Department.

VOTE: Ayes, 7
 Nays, 0

V. UNFINISHED BUSINESS

None

VI. NEW BUSINESS

01-011-20 PUBLIC HEARING TO CONSIDER ZONING ORDINANCE AMENDMENTS – OVERLAY DISTRICTS

Mayor Pro Tem Longe recused herself from this item on advice from legal counsel due to a conflict of interest. She left the room at 8:26 p.m.

Mayor Boutros opened the Public Hearing at 8:26 p.m.

Director Ecker presented this item.

Mayor Boutros opened the hearing to public comments at 9:07 p.m.

- Rick Radner, 380 N. Old Woodward, represents the 555 and is in support of the D5.
- David Bloom commented on potential parking issues.

- Jim Arpin, 411 S. Old Woodward, expressed appreciation for the work put into this Amendment, and asked how this project fit into the Master Plan. He further asked why the Merrillwood building was left out.
 - Director Ecker and City Manager Valentine addressed and answered his questions.
- Paul Reagan commented on his attendance at the D5 meetings and observations as to the intent of the original D5 ordinance.

Mayor Boutros closed the public hearing at 9:20 p.m.

MOTION: Motion by Commissioner Host, seconded by none:
To amend the suggested resolution to include that this only applies to the three granddaddy buildings, and not to any other building.

There was no second, motion failed.

MOTION: Motion by Commissioner Nickita, seconded by Commissioner Baller:
To approve the suggested resolution for following amendments to Chapter 126, Zoning:

1. Article 3, Overlay Districts, section 3.04(A) to amend the building height standards in the D5 zone of the Downtown Birmingham Overlay District;

And,

2. Article 9, Definitions, section 9.02 to add a definition for the term abutting.

Commissioner Hoff expressed that she would not support the motion due to the potential of more buildings expanding to D5.

Commissioner Sherman clarified that this would not create new D5 zoning properties. It is a correction of language to the ordinance.

Commissioner Nickita further clarified that it would give the City more control and clarifies language used in the ordinance.

Commissioner Host commented that D5 would legitimize non-conformity.

Mayor Boutros commented that without this amendment, any building on Old Woodward could request re-zoning of D5; and is in support of this motion.

Commissioner Baller agrees that there are problems with D5 zoning, but encouraged support for this motion.

Mr. Bloom, Birmingham Resident, agreed with Commissioner Baller.

Mr. Reagan, Birmingham Resident, commented that it does provide for more restriction and would like the ordinance amended.

VOTE: Ayes, 3 (Commissioners Baller, Nickita, Sherman, and Mayor Boutros)
 Nays, 2 (Commissioners Host and Hoff)
 Recused, 1 (Mayor Pro Tem Longe)

Mayor Pro Tem Longe rejoined the meeting at 9:30 p.m.

01-012-20 SPECIAL LAND USE PERMIT AMENDMENT – DICK O'DOW'S – 160 W. MAPLE

Director Ecker presented this item.

MOTION: Motion by Commissioner Sherman, seconded by Mayor Pro Tem Longe: To approve the applicant's request to waive the application fees and expedite the request for a SLUP Amendment for Dick O'Dows at 160 W. Maple to allow the applicant to temporarily relocate the outdoor dining area at the rear of the building during the 2020 outdoor dining season.

Commission Hoff inquired if residents would be notified of the change. Director Ecker affirmed.

VOTE: Ayes, 7
 Nays, 0

01-013-20 2020 LEAD AND COPPER COMPLIANCE TESTING SAMPLING PROPOSAL

Director Wood presented this item.

MOTION: Motion by Commissioner Host, seconded by Commissioner Hoff: To approve the 2020 Lead and Copper Compliance Testing Sampling proposal from HydroCorp, Inc. using Paragon Laboratories at the cost of \$48.00 per site for a total amount not to exceed \$35,088.00; and approving the quote from Paragon Laboratories at the cost of \$41.00 per site for a total amount not to exceed \$29,971.00, contingent upon receipt of proper insurance. Further, waiving the formal bidding requirements. In addition, approving the appropriation and amendment to the fiscal year 2019-2020 Water Fund budget.

Pam Graham, Birmingham Resident, commented that she has a lead service line and was initially disappointed with the way the City was sharing the news; but is now pleased with the actions taken and supports this resolution.

VOTE: Ayes, 7
 Nays, 0

01-014-20 PUBLIC COMMENT DISCUSSION

Melissa Fairbairn, Intern, presented this item.

- Birmingham's procedures have been that the public may comment on each agenda item as it is addressed, and may comment when the meeting is opened to the public for items not printed on the agenda.
- The State of Michigan Open Meeting Act states that the public body, known as the commission, has discretion as to when the public comment is scheduled.
 - The commission may place a time limit on each individual's comment but not set any limits to the overall time used for public comment. This would allow anyone who would like to speak to do so.

- In reviewing other community practices, there were no consensus on how to best practice public comment. It is based on each community's political climate and dynamics.
- The most common practice was placing public comment in the middle of the agenda. That would be following Consent and prior to New Business.
- The least common practice was allowing for two public comment periods; one for all agenda items at the beginning of the meeting and a second period at the end of the meeting for non-agenda items.
- Ann McFarland, Professional Registered Parliamentarian, offered the following
 - Commission Meetings are for the commission to conduct its business.
 - It is not a question and answer session between the commission and the public.
 - The best practices are as follows:
 - Listen to the comments from the public and address their questions in the future.
 - Print the guidelines for public comment in each agenda. Setting expectations and educating the public on how the meeting will proceed would result in a smooth and efficient process.
- Pros and Cons of two different times of public comment:
 - Moving public comment prior to consent agenda
 - P = Members of the public are not sitting through the entire meeting before commenting.
 - C = May delay the commission business meeting.
 - Maintaining public comment at the end of meetings
 - P = Allows the commission to address City business
 - C = May have residents who choose to leave due to the long wait time.

Summarized, the City follows many of the best practices associated with public comment. Members of the public have an opportunity to speak as each agenda item is addressed and they are encouraged to comment. In general, the City does not place a time limit on individual comment.

Intern Fairbairn offered the following suggested actions for the commission's consideration including sample language for guidelines to set the public's expectations at future meetings.

1. Revise public comment section of the commission agenda to move public comment prior to the consent agenda for a 6-month trial period and include the suggested guidelines for public comment.
2. Revise the public comment section of the commission agenda to move public comment prior to the consent agenda including the suggested guidelines for public comment with no trial period.
3. Maintain the public comment section at the current location on the agenda and include the suggested guidelines for public comment.

Commissioner Host thanked Intern Fairbairn for a comprehensive report.

Commissioner Baller clarified what he and Commissioner Host were trying to achieve. He provided a fourth alternative that leaves public comment at the end and adding a 20 minute time period before or after the consent agenda for public comment to be reevaluated after 6 months.

Attorney Currier confirmed that per the Open Meetings Act, a time limit must not be placed on the period of time allowed for public comment during a meeting.

Commissioner Sherman noted most of Commissioner Baller's suggestions would not conform with best practices; including the commission engaging in a question and answer session. Again, he reiterated that these are public meetings for the commission to do the business of the public. It is not a meeting of the public as Commissioner Baller is trying to create. It is not fair to the citizenry who have worked through the process to come before the commission and are on the agenda. Commissioner Sherman informed Commissioner Baller that there are forums and alternate methods to address the public's questions. He went further to say that the commission must always follow best practices in carrying out the business of the City.

Commissioner Nickita concurred with the staff putting together a thorough document with information to assist the commission in making a logical, thoughtful, and helpful determination on this issue. He expressed that the current format has been in place a long time, and asked for documentation as to why and how it would be improved before trying to improve it. He went on to say that during his ten years on the commission level, he did not recall a time when there was a significant amount of public comment. Without clearly understanding that there is a problem, he does not support changing the format. Commissioner Nickita would like to know the actual demand for additional public comment.

Commissioner Hoff also expressed that she wanted to look at some quantitative measures supporting a change to the format. She selected two years and researched the agendas for 25 meetings held in 2016 and the same in 2017. Commissioner Hoff's research resulted in 5 public comments in 2016; and in 2017 there were 3 meetings with public comments. The comments were very specific pertaining to the individual and not about overall problems with the City. Commissioner Hoff recalled that the public comments were always civil and very brief. Time limits were not required. She went on to suggest that the process currently in place is working and there is no evidence to the contrary. Commissioner Hoff reminded the commission that every person that communicates with the City Administration or City Commission receives a response. She went on to say that the Birmingham residents know they are listened to and that their opinions are valued.

Commissioner Host addressed the senior members of the commission. He expressed that all of their comments were interesting. He wants the commission to do what is needed to create more communication, credibility, and responses to the public. Commissioner Host went on to say that he has asked for this change at every meeting and believes that the customers are not feeling trust. He believes that there should be very simple rules for the public because the commission serves them. He ended by saying that last year was an abomination.

Commissioner Nickita, piggy backing off Commissioner Hoff's comments, affirmed that there are many ways to communicate with the commission and get a response. A good example is in the current agenda packet relating to the alleyway behind the Townhouse restaurant. He further supports having data on the number of people commenting to move forward with a change in the agenda.

Mayor Pro Tem Longe expressed that Commissioner Hoff's research was interesting, but suggested that the reason for so few comments is that piece is at the end of meetings. She supports adding public comment to the beginning of the meeting for the suggested trial period.

Commissioner Baller just does not understand the resistance to this issue. He commented that the intern did not address if other communities had been sued in Federal Court for shutting down citizens. He mentioned that a history teacher at Seaholm High School came before the commission to request that public comment be moved to the front of the meeting. Commissioner Baller then proceeded to read his proposed verbiage for future agendas into record.

City Manager Valentine expressed that it has not been the policy or practice of the City to engage in dialog relating to pending litigation because it could influence said pending litigation against the City. It might be used in the actions filed against the City.

Commissioner Hoff commented that in an effort to move forward, in the spirit of cooperation and good will, she is willing to try this on a limited basis. She asked how would it be determined if it is effective?

Commissioner Host believes that this is a real simple thing to do because it is entirely at the Mayor's discretion; and he expressed that to Commissioner Hoff.

Mayor Boutros responded that Commissioner Hoff has a valid point and with the language used by Commissioner Baller earlier about meetings being shut down and related lawsuits have affected his openness to supporting this issue on a trial basis; and does not believe that it should be the reason for discussion. It is on the agenda because the commission believed that maybe there is a demand for this earlier public comment period. He went on to say that if it is true that the commission lost public trust because public comments are at the end of the meeting, then he is more than happy to support a trial phase of hearing public comment earlier and restoring the public trust. Mayor Boutros expressed that the proposed change has to be for the right reasons; and openly determine if the trial actually works in the best interest of the City. He asked that everyone come back in three months with an open mind.

Commissioner Sherman agreed with Mayor Boutros that this item is on the agenda because Commissioner Host has an issue with the order of the agenda. He went on to express concern because no matter the outcome of the trial phase, he believes that the biases and negativity backing this motion has already set the stage for failure and Commissioner Sherman is now convinced to pull his support.

Commissioner Host apologized for his negative efforts and went on to say that the intent was for everyone to be opened minded and embracing anything that makes things easier for the City's customers.

Commissioner Nickita expressed concern for a trial phase due to the optics involved. He again, wants tangible data to support this change. He also is skeptical that there would be a fair analysis at the end of any trial. If it is not definable it would be completely subjective and not reflective of a true need to serve the public in that way. Commissioner Nickita went on to point out that the argument that people do not come and comment because it happens too late in the meeting,

is a questionable argument because there are many ways to avoid just sitting and waiting in the commission room for public comment; and the meeting does not always go late.

Mayor Boutros suggested a motion on the 1st resolution amended to include a 3 month trial phase.

Commissioner Baller believed that everyone would just know if it works based on the type of public comment at each meeting during the trial phase. He went on to recommend that the commission hear from the public.

Commissioner Host thanked the commission for putting this issue on the agenda for discussion.

Mayor Boutros opened the meeting for public comment.

Pam Graham agreed that it would be helpful for the guidelines to be printed on the agenda. Educating the public on when and how to make a public comment would be appreciated. Regarding the assessment, quality of the feedback would help measure success. She supports the trial phase and instructional language on the agenda.

Andrew Haig expressed that 33% of the remaining 100% of the public who are still here to give numbers to quantify 66% return for Commissioner Hoff. He does not support anything less than six months to have quantifiers to measure. He suggested charting the number of people attending, staying, and speaking.

David Bloom expressed that Commissioners Host and Baller are heroes and Commissioner Baller's suggested resolution should be adopted. He wants to try it to see if it works. He thinks people have to wait too long for public comment. The guidelines drawn up for instructional language is unacceptable to Mr. Bloom.

MOTION: Motion by Commissioner Baller, seconded by Commissioner Host:
To revise the Commission Agenda to include a 20 minute public comment period prior to the consent agenda, to be reviewed after six (6) months, and to include the following language on the printed agenda:

The Birmingham City Commission welcomes public comment. During public hearings and regular agenda items, the public is given an opportunity to comment. It also is given an opportunity to comment on most motions.

Public comment on matters not on our agenda also are welcome, and two periods are set aside for such comments. Twenty minutes are set aside near the beginning of the meeting for comments from up to 10 persons on a first-come, first-served basis. Persons wishing to comment near the beginning of a meeting should obtain a number from the clerk. Those who cannot be accommodated during the first period of public comment are welcome to comment during the second period, near the end of the meeting.

During any public comment period, your comments may be limited to several minutes, at the mayor's discretion. The commission and City staff may, but are not obligated, to respond to questions and comments.

To comment, approach on of the microphones. Please keep in mind that your comments will be broadcast on Comcast Channel YY and AT&T Channel ZZ, streamed live, and may be stored in perpetuity on the City’s website and Vimeo. They also will be recorded in the meeting minutes.

Commissioner Baller amended the motion by adding “subject to legal review”; Commissioner Host agreed to the amendment.

Legal review, per Attorney Currier, would be available at the next regular meeting of the City Commission.

VOTE:	Ayes,	3
	Nays,	4

The amendment failed.

Mayor Pro Tem Longe suggested removing the 20-minute period phrase from Commissioner Baller’s suggested resolution and changing the suggested resolution on the agenda to say “add” as opposed to “move” and vote on the combined suggested resolution. She further had questions about the guidelines suggested and would like to have the guidelines brought back to a future meeting.

Commissioner Hoff commented and Commissioner Nickita agreed that they had not experienced, in their combined years of serving on this commission, a suggested resolution distributed by a commissioner at a meeting with the expectation of the commission acting on it without prior review, or without it being published on the agenda for public review. Commissioner Baller disputed this claim and held that it has happened.

MOTION: Motion by Commissioner Hoff, seconded by Commissioner Sherman:
To approve the Resolution revising the public comment section of the commission agenda to move public comment prior to the consent agenda for a three (3) month trial period and to include the suggested guidelines for public comment.

Commissioner Host explained his intention in insisting on adding another public comment section to the agenda.

Mayor Boutros called for a point of order in redirecting the commissioner’s focus to the motion that was already on the table.

Commissioner Baller pointed out that the suggested verbiage for future agendas stated that the City of Birmingham welcomes public comment limited to three (3) minutes per speaker. He went on to reflect that he has heard numerous commissioners say that they do not want to place that limitation on the public. He went on to quote that “the commission will take not participate in a question and answer section session and will not take any action on any item not appearing on a posted agenda.” He continued with requesting a correction and stating that he does not believe that the commission should be restricting actions. He expressed that he would not support the motion with that verbiage.

Mayor Boutros agreed that he did not like time constraints on public comment. He wants that decision to be at his discretion; primarily because he knows how to control those situations without established limits. He suggested adding an amendment to the motion that is currently on the floor removing the 3-minute limitation.

MOTION: Motion by Commissioner Hoff, agreed to by Commissioner Sherman:

To amend the suggested resolution as follows:

1. To correct the typographical error in the above quoted verbiage by removing the word "take".
2. The City of Birmingham welcomes public comment limited at the Mayor's discretion on items that do not appear on the printed agenda.

Commissioner Baller commented that the motion/amendment opens the possibility of failure. With no limitations in place, it could go on too long. This was not the intent of the resolution presented.

Public Comment:

David Bloom, resident, expressed that the guidelines proposed are more restrictive than the ones in place. The purpose for moving the public comment was to open dialog and bridges with the community. There has not been a problem with public comment previously, so why now do we need restrictions? Are the commissioners afraid of what people might say?

Mr. Haig, resident, suggested that the commission take this issue off line and hammer out the details and bring back to the next meeting; as to not waste everyone's time. He went on to say that the optics referred to earlier just degraded significantly.

Commissioner Hoff called for question.

AMENDMENT VOTE:	Ayes,	7
	Nays,	0

RESOLUTION VOTE:	Ayes,	7
	Nays,	0

Suggested resolution passed.

VII. REMOVED FROM CONSENT AGENDA

None

VIII. COMMUNICATIONS

- Communication from Mr. Kojaian regarding the Maple alley.

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

David Bloom commented on:

- The Birmingham School Board's bond proposal for the March 2020 election.
- The City's November 2019 election.

Andrew Haig commented on:

- Consent Agenda Item J.
- How board member's skill sets should be measured.
- Surface friendly snow plows.
- Limiting the number of construction projects in a location.
- Non-resident business owners having a voice in local discussions.

X. REPORTS

01-015-20 COMMISSIONER'S COMMENTS

Commissioner Host acknowledged City Manager Valentine and Assistant City Manager Gunter for their exceptional work with Greenwood Cemetery. He also acknowledged DPS for their work in controlling the flow of traffic in lieu of traffic lights during the recent power outage. He went further to express that he wants to give the residents who want to improve their roads the choice of using asphalt.

01-016-20 CITY STAFF

City Clerk report, submitted by City Manager Valentine

INFORMATION ONLY

XI. ADJOURN

Mayor Boutros adjourned the meeting at 11:13 p.m.

City of Birmingham
Warrant List Dated 01/15/2020

Meeting of 01/27/2020

Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
271076	*	008649	ROBERT ABRAHAM JR.	425.00
271077	*	007510	GRANT ANKNEY	425.00
271078	*	008009	TREVOR BAKER	425.00
271079	*	009149	WILLIAM BALCONI	425.00
271080	*	009042	RANDY BEARDEN	425.00
271081	*	000598	CHRISTOPHER CATON	425.00
271082	*	007638	MARSHALL CRAWFORD	425.00
271083	*	003204	MARK DELAUDER	425.00
271084	*	006999	CHRISTOPHER DEMAN	425.00
271085	*	007289	BRIAN FREELS	425.00
271086	*	008648	HUNTER GILLYCK	425.00
271087	*	008105	JASON GRANROTH	425.00
271088	*	003824	THOMAS I. HUGHES	425.00
271089	*	008874	JARED IMLAY	425.00
271090	*	007244	CHRISTOPHER JUDKINS	425.00
271091	*	007511	ADAM KNOWLES	425.00
271092	*	009043	IAN MCLAUGHLIN	247.92
271093	*	007306	MARK MISCHLE	425.00
271094	*	009096	RYAN NEUVILLE	425.00
271095	*	003963	DAVID PAPANDREA	425.00
271096	*	008875	JESSICA RAK	425.00
271097	*	007897	JEFFREY SCAIFE	425.00
271098	*	007898	JEFFREY SCHEMANSKY	425.00
271099	*	006591	MICHAEL SLACK	425.00
271100	*	007899	NICHOLAS SLANDA	425.00
271101	*	003466	ALAN SOAVE	425.00
271102	*	007245	NICK SOPER	425.00
271103	*	009044	JOEL TOMASZEWSKI	425.00
271104	*	009036	TIMOTHY WILCZEK	425.00
271105	*	007900	RYAN WISEMAN	425.00
271106	*	000855	48TH DISTRICT COURT	1,000.00
271107	*	000855	48TH DISTRICT COURT	100.00
271109	*	MISC	ADAM SHEPHERD	23.47
271110		007071	AIRE SERV	787.01
271111		007745	ALL COVERED	2,092.60
271112		008304	AMERINET	100.00
271113	*	MISC	ANTHONY L GUCCIARDO REV TRUST	1,308.93
271115		003946	ARAMARK	41.98
271116		000500	ARTECH PRINTING INC	463.00
271117		007479	ASB DISTRIBUTORS	69.84
271118	*	006759	AT&T	304.13
271119		MISC	B-DRY SYSTEM OF MICHIGAN INC	100.00

City of Birmingham
Warrant List Dated 01/15/2020

Meeting of 01/27/2020

Check Number	Early Release	Vendor #	Vendor	Amount
271121		MISC	BARAN BUILDING COMPANY INC	900.00
271122		003012	BATTERIES PLUS	259.59
271123		MISC	BCM HOME IMPROVEMENT	200.00
271124		002231	BILLINGS LAWN EQUIPMENT INC.	151.90
271125		008503	BIRDIE IMAGING SUPPLIES, INC	2,480.00
271127		001201	BIRMINGHAM YOUTH ASSISTANCE	7,451.96
271128	*	001086	CITY OF BIRMINGHAM	524.42
271129	*	001086	CITY OF BIRMINGHAM	324.10
271130	*	006953	JACQUELYN BRITO	99.20
271134		009078	CANON SOLUTIONS AMERICA INC	399.48
271136		007933	CARDNO, INC.	161.25
271137		009083	CARTEGRAPH	10,400.00
271139	*	000444	CDW GOVERNMENT INC	508.14
271140		MISC	CERTIFIED HOME IMPROVEMENT LLC	200.00
271143		000605	CINTAS CORPORATION	23.45
271143	*	000605	CINTAS CORPORATION	111.86
271145	*	008955	COMCAST	396.84
271146	*	007774	COMCAST BUSINESS	1,233.96
271147	*	000627	CONSUMERS ENERGY	1,539.54
271148		002668	CONTRACTORS CLOTHING CO	777.66
271149		008582	CORE & MAIN LP	817.74
271150	*	005108	CORELOGIC TAX SERVICE	10,802.15
271152	*	007638	MARSHALL CRAWFORD	132.00
271153		MISC	CROWN CONTRACTING	100.00
271154		003923	CUMMINS BRIDGEWAY LLC	195.83
271155		004386	CYNERGY PRODUCTS	242.00
271156		MISC	D & S CONTRACTORS, INC	100.00
271158		003091	DETROIT STORE FIXTURE CO	32.52
271159	*	000179	DTE ENERGY	153.42
271160		001063	EASTMAN FIRE PROTECTION INC	1,060.66
271161	*	007538	EGANIX, INC.	720.00
271162		000196	EJ USA, INC.	217.48
271164	*	009100	ENZO WATER SERVICE	210.00
271165		001495	ETNA SUPPLY	2,310.00
271166		000936	FEDEX	54.03
271168		MISC	GALLOW TECHNOLOGIES	1,539.10
271169		000223	GASOW VETERINARY	150.00
271170		006384	GEOGRAPHIC INFORMATION SERVICES, IN	592.36
271171	*	MISC	GOLDEN TATE III	2,100.59
271172	*	004604	GORDON FOOD	1,118.77
271173		005103	GORNO FORD, INC.	35,080.00
271174	*	007099	GRANICUS, INC.	1,951.52
271175		007347	GREAT LAKES AWARDS, LLC	187.00

City of Birmingham
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Check Number	Early Release	Vendor #	Vendor	Amount
271177	*	005704	GREG DAVIS LANDSCAPE	41,140.00
271178		MISC	GRENNAN CONSTRUCTION	200.00
271180		000249	GUARDIAN ALARM	235.14
271183		MISC	I SIGNS	200.00
271185		MISC	IRP CONSTRUCTION	100.00
271186		000344	J.T. EXPRESS, LTD.	3,189.12
271187	*	008564	JERRY'S TIRE	2,562.00
271188		MISC	KEARNS BROTHERS INC	200.00
271189		MISC	KEVIN & IVY HICKEY TRUST	200.00
271190	*	005350	KLM BIKE & FITNESS INC	198.89
271191		005350	KLM BIKE & FITNESS INC	30.56
271192		000353	KNAPHEIDE TRUCK EQUIPMENT	119.93
271193		MISC	KROLL CONSTRUCTION CO	200.00
271194	*	MISC	LEONID KRASIK	1,704.33
271195	*	MISC	LERETA	773.61
271196		008518	LERMA, INC	60.00
271197		006817	LEXISNEXIS RISK DATA MANAGEMENT INC	263.75
271198		MISC	LMB PROPERTIES LLC	550.00
271199		MISC	LYNCH CUSTOM HOMES	2,500.00
271200		005116	MADISON HEIGHTS FIRE DEPT	44.52
271201		007797	MAILFINANCE INC.	422.64
271203		005246	MATZKA INC	221.90
271204		000888	MCKENNA ASSOCIATES INC	66,675.00
271205		007765	MICHIGAN INDEPENDENT DOOR CO.	124.61
271208		000230	MIKE SAVOIE CHEVROLET INC	154.30
271209		MISC	MILFORD CONTRACTING	2,000.00
271211		000668	NATIONAL TIME & SIGNAL CORP	316.00
271212		007665	NATIONWIDE POWER SOLUTIONS INC.	2,054.68
271213		MISC	NELSON WOODWORKING INC	500.00
271214		007755	NETWORK SERVICES COMPANY	981.32
271217	*	000477	OAKLAND COUNTY	1,896.12
271218		008214	OAKLAND COUNTY WATER DEPARTMENT	5,326.88
271219	*	000481	OFFICE DEPOT INC	401.33
271220		MISC	ON DUTY GEAR	375.00
271221		006625	PACIFIC TELEMANAGEMENT SERVICES	78.00
271222	*	MISC	PATRICK CORDON	1,191.42
271223		001132	PRIMO'S PIZZA	655.60
271224		008852	REDGUARD FIRE & SECURITY	300.00
271226	*	002806	SAM'S CLUB/SYNCHRONY BANK	399.77
271227		008602	SEIZERT CAPITAL PARTNERS	10,046.00
271228		MISC	SIGN A RAMA	200.00
271229	*	008073	SITEONE LANDSCAPE SUPPLY, INC	2,792.02
271231		MISC	STEIN'S HOME IMPROVEMENT INC	100.00

City of Birmingham
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Check Number	Early Release	Vendor #	Vendor	Amount
271232		000256	SUBURBAN BUICK GMC INC	1,270.45
271234		MISC	SUPREME DECKS	200.00
271236		MISC	THE ANAM CARA GROUP	250.00
271237		000275	TIRE WHOLESALERS CO INC	187.20
271238		000930	TRI-COUNTY PLUMBING INSP ASSN	45.00
271240		007226	VALLEY CITY LINEN	71.95
271241	*	000293	VAN DYKE GAS CO.	99.25
271243	*	000158	VERIZON WIRELESS	153.97
271244	*	000158	VERIZON WIRELESS	51.30
271245	*	000158	VERIZON WIRELESS	378.33
271248	*	MISC	WELLS FARGO	1,378.28
271249	*	005657	WINTER EQUIP CO, INC	2,364.70
271251		008902	ZORO TOOLS, INC.	676.84
SUBTOTAL PAPER CHECK				\$265,786.11
<u>ACH TRANSACTION</u>				
1931		008840	BIRMINGHAM PUBLIC SCHOOLS-TAXES	4,745,665.07
1932		008843	OAKLAND COUNTY TREASURER- TAX PYMNT	1,827,913.90
1933	*	008847	ABS- AUTOMATED BENEFIT SVCS, INC	21,000.26
1934	*	002284	ABEL ELECTRONICS INC	283.93
1937	*	000517	BEIER HOWLETT P.C.	32,029.50
1938	*	007345	BEVERLY HILLS ACE	44.94
1939		006683	BIRMINGHAM LAWN MAINTENANCE	966.00
1940	*	000542	BLUE WATER INDUSTRIAL PRODUCTS INC	93.75
1942		000956	DELTA TEMP INC	3,987.00
1942	*	000956	DELTA TEMP INC	381.50
1944	*	001077	DUNCAN PARKING TECH INC	11,178.00
1945	*	000207	EZELL SUPPLY CORPORATION	510.10
1946	*	001672	HAYES PRECISION INC	61.00
1948	*	002576	JAX KAR WASH	268.00
1949	*	003458	JOE'S AUTO PARTS, INC.	474.70
1952	*	006359	NYE UNIFORM COMPANY	795.00
1953	*	002767	OSCAR W. LARSON CO.	1,500.00
1954	*	006027	PENCHURA, LLC	444.00
1955	*	003554	RKA PETROLEUM	5,381.79
1956	*	001181	ROSE PEST SOLUTIONS	71.00
1958	*	000254	SOCRRA	75,379.00
1959		005787	SOUTHEASTERN EQUIPMENT CO. INC	4,088.77
1960		000273	TERMINAL SUPPLY CO.	278.92
1961	*	007278	WHITLOCK BUSINESS SYSTEMS, INC.	1,734.00
SUBTOTAL ACH TRANSACTION				\$6,734,530.13

City of Birmingham
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Meeting of 01/27/2020

<u>Check Number</u>	<u>Early Release</u>	<u>Vendor #</u>	<u>Vendor</u>	<u>Amount</u>
GRAND TOTAL				<u>\$7,000,316.24</u>

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 01/22/2020

Meeting of 01/27/2020

Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
271253		MISC	4 EVER WATERTITE LLC	100.00
271254	*	000855	48TH DISTRICT COURT	100.00
271255	*	000855	48TH DISTRICT COURT	100.00
271256	*	000855	48TH DISTRICT COURT	1,000.00
271257	*	000855	48TH DISTRICT COURT	200.00
271258	*	000855	48TH DISTRICT COURT	500.00
271260	*	MISC	ANDREW STEFANI	716.41
271261		MISC	ANTONELLI LANDSCAPE	100.00
271262		001394	APCO INTERNATIONAL INC	94.00
271263		MISC	APS RESIDENTIAL SERVICES	100.00
271264	*	006759	AT&T	295.22
271265	*	006759	AT&T	226.55
271266	*	006534	BADER AND SONS CO	45.19
271268		MISC	BANGERT, KHENSA M	200.00
271269		003012	BATTERIES PLUS	67.70
271270		000524	BIRMINGHAM LOCKSMITH	53.25
271272		MISC	BLOOMINGDALE CONSTRUCTION COMPANY I	2,500.00
271273		MISC	BRIDGEPORT MANAGEMENT	100.00
271274		007365	BSN SPORTS	5,905.00
271275	*	006177	BULLSEYE TELECOM INC	120.79
271276		006257	C.S. MCKEE LP	3,464.52
271277		003907	CADILLAC ASPHALT, LLC	6,268.08
271281		MISC	CHRISTOPHER THOMAS CONSTRUCTION LLC	200.00
271282		007710	CINTAS CORP	210.85
271283		000605	CINTAS CORPORATION	177.25
271284	*	004188	COFFEE BREAK SERVICE, INC.	45.70
271285		MISC	CONCRETE SERVICES INC	100.00
271286		MISC	CONSTANTINE INC	100.00
271287	*	000627	CONSUMERS ENERGY	9,549.65
271288		002668	CONTRACTORS CLOTHING CO	296.95
271289		001367	CONTRACTORS CONNECTION INC	856.35
271290		MISC	CYPRESS PARTNERS	100.00
271292	*	001139	JOYA DAVIS	125.00
271294		005216	DEN-MAN CONTRACTORS INC	800.00
271295	*	005125	DEVIN DEROECK	60.00
271296	*	007498	RONALD L. DIX	75.00
271297	*	000180	DTE ENERGY	58,456.14
271299		MISC	EMMER, ALLAN M	200.00
271300	*	003186	ENGLISH GARDENS	7,100.98
271301		MISC	ESSCO DEVELOPMENT	200.00
271302		009131	FAITHFUL COMPANION	100.00
271303		007136	FERGUSON ENTERPRISES, INC.	141.08

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Check Number	Early Release	Vendor #	Vendor	Amount
271304		007212	FOSTER BLUE WATER OIL	386.27
271305		MISC	FOUNDATION SYSTEMS OF MICHIGAN INC.	300.00
271306		007172	GARY KNUREK INC	346.00
271307	*	004604	GORDON FOOD	245.78
271308		MISC	GREEN BUILDERS PLUS INC	100.00
271309		MISC	GREG FLYNN	70.83
271310	*	007723	BRYAN GRILL	264.42
271311		MISC	GUMMA GROUP, LLC	100.00
271312		MISC	HANSONS GROUP LLC	500.00
271313		009079	HISTORIC SURFACES LLC	850.00
271314		001204	ICMA	871.43
271315		001820	IIMC	110.00
271316		MISC	ITEC ENTERPRISES LLC	200.00
271318	*	MISC	JEFFREY CLARKE &	1,283.39
271319		008564	JERRY'S TIRE	540.00
271320	*	MISC	JESSICA PULIS	150.00
271321		MISC	JOE PIZIK ELECTRIC, INC.	234.00
271322	*	MISC	KATHLEEN M GIANNETTI	981.61
271323		004088	KGM DISTRIBUTORS INC	316.00
271325		000353	KNAPHEIDE TRUCK EQUIPMENT	895.00
271326	*	000352	JILL KOLAITIS	1,290.50
271327		004085	KONE INC	1,953.95
271328		MISC	KROLL CONSTRUCTION CO	100.00
271330		MISC	LMB PROPERTIES LLC	1,400.00
271331		MISC	LOCAL RENOVATIONS	200.00
271333		001669	MACP	280.00
271334	*	008763	MARYKO HOSPITALITY, LLC	7,500.00
271335		MISC	MASSIMO D AGOSTINO	100.00
271336		MISC	MAUER CONSTRUCTION	200.00
271337		MISC	MCGLINCH & SONS	500.00
271338		MISC	MCWILLIAMS HOME IMPROVEMENTS	500.00
271339		006973	MDI WORLDWIDE	195.45
271340		MISC	MDS BUILDERS, INC	300.00
271341		008207	METAL MART U.S.A.	58.90
271342	*	MISC	MICHAEL KOWALCZUK	60.00
271343		004687	MICHIGAN DEPT. OF TRANSPORATION	2,364.73
271344		003099	MICHIGAN POLICE EQUIP.	352.00
271345		MISC	MICHIGAN SOLOR SOLUTIONS	217.50
271346	*	007659	MICHIGAN.COM #1008	32.50
271349		MISC	MINNOCK, CHRISTOPHER G	100.00
271350		008313	MMIA	70.00
271351		007163	MOBILE HEALTH RESOURCES	1,808.03
271352		007755	NETWORK SERVICES COMPANY	2,063.54

City of Birmingham
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Check Number	Early Release	Vendor #	Vendor	Amount
271353	*	000477	OAKLAND COUNTY	270.93
271354		000675	OAKLAND SCHOOLS	4,934.96
271355		008548	OAKWAY MUTUAL AID ASSOCIATION	1,360.00
271356	*	003461	OBSERVER & ECCENTRIC	499.56
271357	*	008198	OCAA0	160.00
271358	*	000481	OFFICE DEPOT INC	1,196.01
271360		MISC	P E G CONSTRUCTION CO	200.00
271361	*	001753	PEPSI COLA	493.73
271362		MISC	RENEWAL BY ANDERSEN	500.00
271363	*	MISC	RICHARD E MIDA JR &	625.93
271364		MISC	RICHARD LILLEY	30.00
271365	*	007507	RIEDEL SHOES INC	2,283.92
271366	*	MISC	ROBERT J CAPINJOLA	661.08
271367		MISC	ROYAL ROOFING CO INC	500.00
271368		000221	RUSSELL HARDWARE COMPANY	19.32
271369	*	002087	SEMCOG	2,836.00
271370	*	MISC	SPARX HOCKEY INC	132.00
271371		001076	TAYLOR FREEZER OF MICH INC	325.00
271374		MISC	THOMAS SEBOLD & ASSOCIATES, IN	1,000.00
271375		MISC	TRADEMARK CONSTRUCTION SERVICES	500.00
271376		MISC	UNDERDOWN JR, DAVID J	300.00
271377	*	000293	VAN DYKE GAS CO.	138.95
271378	*	000158	VERIZON WIRELESS	135.12
271379		MISC	WALLSIDE INC	500.00
271381		004497	WATERFORD REGIONAL FIRE DEPT.	156.00
271383	*	001536	JEFFREY WHIPPLE	52.47
271384	*	003890	LAUREN WOOD	525.00
271385		008391	XEROX CORPORATION	865.93
271385	*	008391	XEROX CORPORATION	57.57
271386	*	000801	POSTMASTER	332.58
271387	*	004355	SYMETRA LIFE INSURANCE COMPANY	35,682.18
SUBTOTAL PAPER CHECK				\$188,817.73

ACH TRANSACTION

1962	*	008847	ABS- AUTOMATED BENEFIT SVCS, INC	32,215.15
1964	*	000518	BELL EQUIPMENT COMPANY	70.52
1965	*	007345	BEVERLY HILLS ACE	29.44
1966	*	000157	BOB ADAMS TOWING INC	1,330.00
1967	*	000956	DELTA TEMP INC	590.00
1968	*	000565	DORNBOS SIGN & SAFETY INC	1,147.00
1969	*	009139	DUBOIS CHEMICALS INC	232.00
1970	*	001077	DUNCAN PARKING TECH INC	1,125.00
1971		000995	EQUATURE	3,600.00
1972	*	000207	EZELL SUPPLY CORPORATION	221.60

City of Birmingham
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Check Number	Early Release	Vendor #	Vendor	Amount
1973		001672	HAYES PRECISION INC	37.33
1975		000261	J.H. HART URBAN FORESTRY	18,689.00
1976	*	003458	JOE'S AUTO PARTS, INC.	957.79
1978	*	006359	NYE UNIFORM COMPANY	784.45
1979		000254	SOCRRA	75,379.00
1980	*	004887	TRUCK & TRAILER SPECIALTIES INC	452.50
1982	*	000969	VIGILANTE SECURITY INC	85.00
SUBTOTAL ACH TRANSACTION				\$136,945.78
GRAND TOTAL				\$325,763.51

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

Police Department

DATE: October 29, 2019

TO: Joseph A. Valentine, City Manager
Jana Ecker, Planning Director

FROM: Chris Busen, Investigative Commander

APPROVED: Mark H. Clemence, Chief of Police

SUBJECT: Bus Bar, LLC ("Bus Bar") requests a transfer of ownership and location of an Original 550 Resort Class C and SDM liquor license with Sunday Sales (AM and PM) Permit from Bear Den Grille, Inc. (currently in escrow at 6080 E M-115, Cadillac, Wexford County, Michigan, Business Id. No. 247730) to Bus Bar, LLC, to be located at 2159 E. Lincoln, Birmingham, Oakland County, Michigan; and also requests Three New Additional Bar Permits, Two Outdoor Service Area Permits and a New Entertainment Permit to be issued pursuant to MCL 436.1531(2).

INTRODUCTION:

The police department has received a request from the Law Offices of Adkison, Need, Allen, and Rentrop regarding a transfer of ownership and location of a 550 Resort Class C and SDM Liquor License from Bear Den Grille, Inc. (currently in escrow at 6080 E M-115, Cadillac, Wexford County, Michigan, Business Id. 247730) to Bus Bar, LLC to be located at 2159 E. Lincoln, Birmingham, Oakland County, Michigan; and also requests Three New Additional Bar Permits, Two Outdoor Service Permits and a New Entertainment Permit. Bus Bar has paid the initial fee of \$1500 for a business that serves alcoholic beverages for consumption on the premises per section 7.33 of the Birmingham City Code.

BACKGROUND:

The Original 550 Resort License was first authorized by statute in 1964. The statute allowed for only 550 resort licenses of this type. Resort licenses of this type are transferrable anywhere in Michigan. The Bus Bar will do business as Lincoln Yard ("Lincoln Yard") and Little Yard ("Little Yard"). Lincoln Yard's concept will be American comfort food. Little Yard will be set up as an on the go, grab and go style food concept. The liquor license is being purchased for \$80,000. Bus

Bar will spend \$3,500,000 for renovations, furniture, fixtures and equipment for the new restaurant. Bus Bar has a lease with the property owner of 2159 E Lincoln. The lease is for 10 years, with three 5-year options with an annual rent of \$225,000. The project is being financed through two separate loans with Chase Bank. The first loan is for \$2,600,000 and the second is for \$2,800,000 for a total loan amount of \$5,400,000.

LEGAL REVIEW:

Non-applicable

FISCAL IMPACT:

Non-applicable

SUMMARY:

The dining area of Lincoln Yard will be casual, bright and open with natural lighting, high ceilings and vast garage doors. The menu will include starters, sides, kid's menu, sandwiches, salads, and Union Mac & Cheese. Little Yard's hours of operation will be from 7am to 8pm and Lincoln Yard's hours of operation will be from 11am to midnight. Lincoln Yard will offer a DJ or simple jazz band for entertainment for special events. Lincoln Yard will feature a full restaurant style bar serving mixed drinks, beer, and wine. Lincoln Yard and Little Yard will have combined interior seating for 160 seats and 2 exterior patios with a combined outdoor seating of 93 seats. The members in Bus Bar are Curt Catallo and Keith Crain.

Bus Bar Members

Percentage of Interest

Curt Catallo.....	50%
Keith Crain	50%

Curt Catallo has an interest in the following liquor licenses:

Clark Bar, Inc.- Clarkston, MI

Cash Bar, Inc.-Clarkston, MI

Car Bar, LLC-Berkley, MI

Char Bar-Fenton, LLC-Fenton, MI

Coco Bar, LLC-Clarkston, MI

Beaver Bar, LLC-Troy, MI

Keith Crain is also a member of the Car Bar, LLC.

Establishments in which Catallo and/or Crain own an interest in have the following MLCC violations:

Clark Bar:

4/2/2002 NSF Check

6/3/2003 Unapproved stock transfer

1/27/2009 NSF Check

1/3/2013 Sale to Minor

Cash Bar:

10/1/2007 Failed to provide proof of alcohol training program

Coco Bar:

8/7/2018 Sale to Minor

A background check was conducted on Catallo and Crain using the Law Enforcement Information Network (LEIN), the Court's Law Enforcement Management Information System (CLEMIS) and the Middle Atlantic-Great Lakes Organized Crime Law Enforcement Network (MAGLOCLLEN) FBI N-DEX database. Catallo has no criminal convictions or negative law enforcement contacts. Crain has no criminal convictions.

ATTACHMENTS:

Non-applicable

SUGGESTED RESOLUTION:

To authorize the Chief of Police to sign the MLCC Police Investigation Report (LC-1800) and to approve the liquor license request of Bus Bar, LLC that requests a transfer of Ownership and Location of an Original 550 Resort Class C and SDM Liquor License with Sunday Sales (AM and PM) to be issued under MCL 436.1531(2) with Outdoor Service (2 Area), New Entertainment Permit and 3 New Additional Bar Permits to be located at 2159 E. Lincoln, Birmingham, Oakland County, MI 48009.

Furthermore, pursuant to Birmingham City Ordinance, to authorize the City Clerk to complete the Local Approval Notice at the request of Bar Bus, LLC approving the liquor license transfer request of Bus Bar, LLC that requested a Resort Class C and SDM Liquor License with Sunday Sales (AM and PM) be transferred under MCL 436.1531(2) with Outdoor Service (2 Area), New Entertainment Permit and 3 New Additional Bar Permits to be located at 2159 E. Lincoln, Birmingham, Oakland County, MI 48009.



MEMORANDUM

Department of Public Services

DATE: January 17, 2020

TO: Joseph A. Valentine, City Manager

FROM: Lauren A. Wood, Director of Public Services

SUBJECT: Award of Cooperative Bid for Unleaded Gasoline and Diesel Fuel

INTRODUCTION:

The City of Sterling Heights is the host municipality for the Michigan Intergovernmental Trade Network (MITN) cooperative bid for the purchase of gasoline and diesel fuel that includes 20 member communities in the Macomb, Oakland and Wayne County region. Through this cooperative bid, approximately 3,000,000 gallons of gasoline and 1,300,000 gallons of diesel fuel are purchased annually. The current bid pricing expires on February 1, 2020.

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

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

Gasoline and diesel fuel are purchased and delivered by truck transport for quantities of fuel greater than 5,000 gallons, and by tank wagon for quantities less than 5,000 gallons. The bid is structured so that MITN members pay for fuel based on the per gallon wholesale rack average as published daily by the Oil Price Information Service (OPIS), plus a delivery fee (bid factor) per gallon.

On December 10, 2019, seven (7) vendors responded with bids for the cooperative purchase of truck transport and tank wagon deliveries of gasoline and diesel fuel for a two-year period. Upon review of all bids, a recommendation was made to split the award among three bidders.

A split bid allows each purchasing entity to leverage its own most favorable pricing based upon the type of fuel being purchased. Cooperative members are able to select the vendor that best meets their need for lowest pricing and best delivery timeline. Additionally, in the event of an emergency, MITN cooperative members will have two truck transport vendors available.

On Tuesday, December 17, 2019, the City of Sterling Heights City Council awarded the bid to the two overall lowest bidders for truck transport deliveries (> 5,000 gal.) and the two overall lowest bidders for tank wagon deliveries (< 5,000 gal.) as follows:

Truck Transport deliveries:

1. RKA Petroleum Companies, 28340 Wick Rd., Romulus, MI, 48174; and
2. Petroleum Traders Corporation, 7120 Pointe Inverness Way, Fort Wayne, IN 46804.

Tank Wagon deliveries:

1. RKA Petroleum Companies, 28340 Wick Rd., Romulus, MI, 48174; and
2. Atlas Oil Company, 24501 Ecorse Rd., Taylor, MI, 48180.

RKA Petroleum and Atlas Oil are current vendors of the cooperative and have received numerous bid awards over the years. Petroleum Traders Corporation was previously an awarded contractor from 2012 to 2016.

BACKGROUND:

During 2019, our fuel usage was approximately 52,000 gallons of unleaded gasoline and approximately 28,000 gallons of diesel fuel. All of the USTs are registered and licensed with the Michigan Department of Licensing and Regulatory Affairs (LARA).

For more than a decade, the City of Sterling Heights has been the lead agency for the cooperative purchase of truck transport and tank wagon deliveries of gasoline and diesel fuel for twenty (20) governmental entities participating in the fuel-purchasing cooperative in Southeast Michigan. Sterling Heights bids this out and the other communities' piggyback on the bid pricing for purchasing purposes. Current pricing was effective February 1 2016 for two (2) years and extended for another two (2) years in 2018, and expires February 1, 2020.

LEGAL REVIEW:

The City Attorney has reviewed the documents provided by Sterling Heights, as submitted as part of this report.

FISCAL IMPACT:

Funds for this purchase of gasoline and diesel fuels are budgeted in Auto Equipment Fund – Fuel Expense account #641-441.006-737.0000.

PUBLIC COMMUNICATIONS:

This does not apply for this purchase.

SUMMARY:

After the bid award by the City of Sterling Heights, the remaining 19 MITN cooperative members have the opportunity to purchase gasoline and diesel fuel using the bid pricing secured through this cooperative bid.

New bid pricing is effective February 1, 2020 and expires February 1, 2022, and is extendable for an additional 2 years, to February 1, 2024, upon mutual consent. RKA Petroleum is the incumbent truck transport vendor and past performance has been very good. The experience with Petroleum Traders was acceptable. Atlas Oil has performed well and provide quality fuels and delivery services. The current references checked had positive results.

Two of the vendors are the same as in the past four years. Petroleum Traders Corporation returns as a vendor as the result of the bids and was a vendor during the contract period four years ago. All vendors receiving the award must agree to indemnify and hold the MITN cooperative members harmless from liability and provide evidence of insurance with acceptable terms and coverage. The wholesale fuel prices charged to MITN members through the cooperative bid will fluctuate based on market conditions and are considerably lower than consumer pump prices.

Therefore, the Department of Public Services based upon reviewing the bids, bid pricing, service record and references recommends participating in the MITN cooperative bid award to purchase gasoline and diesel fuel using the bid pricing secured by Sterling Heights for the period beginning February 1, 2020 through February 1, 2022, as specified in the resolution herewith. This cooperative bid extends the terms of the agreement to the City of Birmingham with the lowest available pricing to purchase gasoline and diesel fuel.

ATTACHMENTS:

Please find attached to this report the Bid Tabulation, Invitation to Bid and supporting documentation.

SUGGESTED RESOLUTION:

To approve the split award of the MITN cooperative bid of unleaded gasoline and diesel fuel for truck transport deliveries to RKA Petroleum Companies, Inc., 28340 Wick Road, Romulus, MI 48174 and Petroleum Traders Corporation, 7120 Inverness Way, Fort Wayne, IN 46804; and further, to approve the award for tank wagon deliveries to RKA Petroleum Companies, 28340 Wick Rd., Romulus, MI, 48174 and Atlas Oil Company, 24501 Ecorse Road, Taylor, MI 48180; based on bid factors included in the respective bids for a two-year period from February 1, 2020 through February 1, 2022, with the option to extend the terms and conditions an additional two years, upon mutual consent. Funds for this purchase of gasoline and diesel fuels are budgeted in Auto Equipment Fund – Fuel Expense account #641-441.006-737.0000.

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

**BID TABULATION - TRUCK TRANSPORT
DECEMBER 10, 2019**

Commodity	Estimated Gallons	OPIS Avg	Atlas Oil Company				Corrigan Oil II				Foster Blue Water Oil				Mansfield Oil Company			
			Add/gal	+/- Factor	Price/gal	Ext Total	Add/gal	+/- Factor	Price/gal	Ext Total	Add/gal	+/- Factor	Price/gal	Ext Total	Add/gal	+/- Factor	Price/gal	Ext Total
Unleaded 87	2,232,000	1.7425	--.0200		1.7225	3,844,620.00	--.0050		1.7375	3,878,100.00	0.0275		1.7700	3,950,640.00	--.0164		1.7261	3,852,655.20
Unleaded Mid-Grade 89	325,000	1.9613	--.0200		1.9413	630,922.50	0.0250		1.9863	645,547.50	0.0275		1.9888	646,360.00	--.0399		1.9214	624,455.00
ULS Diesel #2	641,000	2.1746	--.0200		2.1546	1,381,098.60	--.0050		2.1696	1,390,713.60	0.0275		2.2021	1,411,546.10	--.0240		2.1506	1,378,534.60
ULS Diesel #2 Premium	408,000	2.1746	0.01	--.0200	2.1646	883,156.80	0.03	--.0050	2.1996	897,436.80	0.03	0.0275	2.2321	910,696.80	0.02	--.0240	2.1706	885,604.80
Totals						6,739,797.90				6,811,797.90			##	6,919,242.90				6,741,249.60
Winter Additive Typically November - March Short load charge - (5,000-8,000 gals) Volume/Gallons, SE MI Split order charge ## Fuel Cost Recovery Surcharge Delivery Time			0.01 / gal 50 150,000,000 None if at same location property 24 hours				0.02 / gal 150 250,000,000 None if at same location property 24 - 48 hours				0.03 / gal 0.0225/gal 9,000 gal. 100,000,000 50.00 add 0.0055 / gal, subject to change 24 hours				0.02 / gal 75 250,000,000 75.00 24 hours			

Commodity	Estimated Gallons	OPIS Avg	Petroleum Traders Corp				Ports Petroleum Co				R/A Petroleum Co			
			Add/gal	+/- Factor	Price/gal	Ext Total	Add/gal	+/- Factor	Price/gal	Ext Total	Add/gal	+/- Factor	Price/gal	Ext Total
Unleaded 87	2,232,000	1.7425	--.0285		1.7140	3,825,648.00	0.0119		1.7544	3,915,820.80	--.0466		1.69590	3,785,248.80
Unleaded Mid-Grade 89	325,000	1.9613	--.0285		1.9328	628,160.00	0.0119		1.9732	641,290.00	--.0678		1.89350	615,387.50
ULS Diesel #2	641,000	2.1746	--.0361		2.1385	1,370,778.50	--.0027		2.1719	1,392,187.90	--.0290		2.14560	1,375,329.60
ULS Diesel #2 Premium	408,000	2.1746	0.02	--.0261	2.1685	884,748.00	#	0.0190	2.2396	913,756.80	0.0245	--.0290	2.17010	885,400.80
Totals						6,709,334.50				6,863,055.50				6,661,366.70
Winter Additive Typically November - March Short load charge - (5,000-8,000 gals) Volume/Gallons, SE MI Split order charge Delivery Time			0.02 / gal 50 5,800,000 60 24 hours				0.03 / gal 0.01/gal 5,000-6,500 0.005/gal 6,501-8,000 12,000,000 60 24 - 48 hours				0.0245 / gal 50 100,000,000 35 24 - 48 hours			

OPIS Detroit Michigan Rack Average on 11/26/19 10:00 AM Report used as pricing benchmark.

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

Used wrong bid form.

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

**BID TABULATION - TANK WAGON
DECEMBER 10, 2019**

		BID A □ ARD																
		Atlas Oil Company				Corrigan Oil II				Foster Blue □ ater Oil				Mansfield Oil Company				
Commodity	Estimated Gallons	OPIS Avg	Add/gal	+/- Factor	Price/gal	Ext Total	Add/gal	+/- Factor	Price/gal	Ext Total	Add/gal	+/- Factor	Price/gal	Ext Total	Add/gal	+/- Factor	Price/gal	Ext Total
Unleaded 87	214,500	1.7425	□.1200		□1.8625	□399,506.25	□.1445		□1.8870	□404,761.50	□.1500		□1.8925	□405,941.25	□.2314		□1.9739	□423,401.55
Unleaded Mid-Grade 89	177,800	1.9613	□.1200		□2.0813	370,055.14	□.1445		□2.1058	□374,411.24	□.1500		□2.1113	□375,389.14	□.2314		□2.1927	□389,862.06
ULS Diesel #2	85,100	2.1746	□.1200		□2.2946	195,270.46	□.1445		□2.3191	□197,355.41	□.1500		□2.3246	□197,823.46	□.2836		□2.4582	□209,192.82
ULS Diesel #2 Premium	39,000	2.1746	0.01	□.1200	□2.3046	89,879.40	0.18	□.1445	□2.5036	□97,640.40	0.03	□.1500	□2.3546	□91,829.40	0.02	□.2836	□2.4782	□96,649.80
ULS Diesel #2 Dyed	101,000	2.1791	□.1200		□2.2991	232,209.10	□.1445		□2.3236	□234,683.60	□.1500		□2.3291	□235,239.10	□.2836		□2.4627	□248,732.70
Totals						□1,286,920.35				□1,308,852.15			##	□1,306,222.35				□1,367,838.93
Winter Additive Typically November - March Short load charge - Less than 5,000 Gal □olume/Gallons, SE MI Split order charge ## Fuel Cost Recovery Surcharge Delivery Time			Unl. 87 Ext. Total adjusted by Purchasing □.01 / gal □50 for less than 200 150,000,000 None if at same location property 24 hours				Diesel #2 Dyed Total adjusted by Purchasing □.02 / gal □150 for less than 150 250,000,000 None if at same location property 24 - 48 hours				□.03 / gal □65 for less than 200 100,000,000 □50.00 add □4.46 per delivery, subject to change 24 hours				Diesel #2 Dyed Total adjusted by Purchasing □.02 / gal 100 Gal Minimum 250,000,000 □75.00 24 hours			

		BID A □ ARD												
		Petroleum Traders Corp				Ports Petroleum Co				R □ A Petroleum Co				
Commodity	Estimated Gallons	OPIS Avg	Add/gal	+/- Factor	Price/gal	Ext Total	Add/gal	+/- Factor	Price/gal	Ext Total	Add/gal	+/- Factor	Price/gal	Ext Total
Unleaded 87	214,500	1.7425		N/B				N/B			□.0769		□1.81940	□390,261.30
Unleaded Mid-Grade 89	177,800	1.9613		N/B				N/B			□.0247		□1.98600	□353,110.80
ULS Diesel #2	85,100	2.1746		N/B				N/B			□.0870		□2.26160	□192,462.16
ULS Diesel #2 Premium	39,000	2.1746		N/B				N/B		0.0245	□.0870		□2.28610	□89,157.90
ULS Diesel #2 Dyed	101,000	2.1791		N/B				N/B			□.0870		□2.2661	□228,876.10
Totals				N/B				N/B						□1,253,868.26
Winter Additive Typically November - March Short load charge - Less than 5,000 Gal □olume/Gallons, SE MI Split order charge Delivery Time											□.0245 / gal □100 for less than 150 100,000,000 □35 24 - 48 hours			

OPIS Detroit Michigan Rack Average on 11/26/19 10:00 AM Report used as pricing benchmark.

For all bid pricing above, add to price / gal □.001/gal for the Federal Leaking Underground Storage Tank Fee and □0.01/gal for the Michigan Underground Storage Tank Fee. Mandatory Federal and State fees subject to change



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 InnovatingLiving

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City Council

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

City Manager Mark D. Vanderpool

INVITATION TO BID

ITB-SH19-064

The City of Sterling Heights, as the lead agency for a fuel cooperative of at least twenty governmental entities, is accepting sealed bids for TRUCK TRANSPORT AND TANK WAGON DELIVERIES OF UNLEADED GASOLINE AND DIESEL FUEL until FRIDAY, DECEMBER 6, 2019, at 10:30 A.M. in the Office of the City Clerk, 40555 Utica Road, Sterling Heights, MI 48313. Specifications are attached.

Jared Beaudoin
 Purchasing Manager

Office of Purchasing
 586-446-2740

IV. INSTRUCTIONS TO BIDDERS

Attachments A, A1 and B, B1 indicate tank size and location; product required and estimated annual usage in summary and detailed formats. Volumes are estimates only that are based upon previous usage and are not a firm commitment. They are offered as a guide for bidding purposes only.

One price for each product shall apply to all delivery locations and all participants in this cooperative bid. Bids offering different prices for different locations or participants will be rejected. All prices shall be F.O.B. Destination.

Invoices will be paid within thirty (30) days of receipt. On a separate sheet, list any early payment discounts offered. Please indicate on the bid form if purchasing cards are accepted for payment of invoiced amounts, including the types of cards accepted.

Successful vendor must comply with all State of Michigan and local laws and ordinances i.e. frost laws, transportation of flammable liquids, etc. All bidders shall submit material safety data sheets (MSDS) for products included in their bid.

Before award of contract, the vendor must be post-qualified, by the cooperative as awardable to conduct business with the cooperative members. Failure to be post-qualified will result in rejection of vendor's bid.

PRICING - TANK WAGON AND TRUCK TRANSPORT

Pricing as indicated on the Tank Wagon and Truck Transport portions of the bid form shall be the final per gallon pricing, delivered, for the term of the 2-year award and any extensions, and shall not include any state and federal taxes, fees, surcharges, underground storage taxes, environmental recovery fees, environmental protection fees, etc. No per gallon price increases to the Tank Wagon and Truck Transport pricing will be allowed during the term of the award and any extensions.

SALES AND EXCISE TAXES

Each cooperative member is exempt from sales and federal excise taxes. Tank Wagon and Truck Transport bid price is to be exclusive of taxes and surcharges. Each cooperative member will issue the necessary exemption certificates, if requested.

STATE AND FEDERAL SURCHARGES

Note: this section is a change from prior bid specifications.

All additional charges, including State and Federal surcharges and MUSTFA, must not be added to the Tank Wagon or Truck Transport unit pricing on your bid form and will be broken out separately and listed on the Taxes & Surcharges Form of the Bid Form.

Any surcharges should be broken out as a line item on the invoice.

State and Federal Surcharges: State and Federal Surcharges legally required to be paid by the Cooperative Member shall be firm for the term of the initial award and any extension.

Any **reduction** in the per gallon surcharges shall take effect immediately and shall be communicated to the City of Sterling Heights Purchasing Manager and the Cooperative with the next invoice.

Any **increase** in the per gallon surcharges listed below, or any new surcharge added must be approved in advance by the City of Sterling Heights Purchasing Manager prior to including and changes in any invoice to the he invoice. Only those surcharges in which Cooperative members are legally obligated to pay will be considered.

INVOICES

Separate invoices with each delivery location shall be submitted in duplicate to each cooperative member's Finance Department. Invoices shall state the delivery location (name of using agency), product, quantity delivered and extended price. Each entity is responsible for its own ordering and payment. Vendor must submit verification of OPIS Price Report 10:00 AM for date of delivery. Any surcharges should be broken out as a line item on the invoice.

Invoices will be paid based on the following:

OPIS Detroit Rack Average Price (10:00:01 AM on Date of Delivery)
+ / - Bid Factor on Bid Form (Tank Wagon or Truck Transport)
= Net Price Per Gallon Delivered
+ Per Gallon Surcharges (Taxes & Surcharges from Bid Form)
= Total Price Per Gallon Delivered
x Gallons Delivered
= **Invoice Total**

BILL OF LADING

Each delivery location shall receive a metered delivery slip that is metered at point of delivery, stating product and quantity delivered. Any exceptions to this requirement must be noted on your bid and be accepted by the cooperative prior to award of bid.

DELIVERY REQUIREMENTS

All deliveries shall be made within approximately 24 hours from time of telephone release or no later than 4:00 p.m. the following business day, if ordered prior to the weekend. If an automated ordering system is used, vendor shall place a phone call or fax to confirm delivery. The vendor shall have the right to specify the order cut off time for next day delivery (e.g. all orders for next day delivery to be placed by 3:00 p.m.). The vendor must have personnel available for telephone releases at all times during normal business hours 8:30 a.m. to 4:00 p.m. If a delivery is called in on a Friday, the delivery

Official bid specifications are available only at www.mitn.info.

will occur no later than the following Monday at 4:00 p.m. Please provide an emergency phone number with 24 hours a day/7 days a week availability which will be accessible for all governmental agencies using this contract.

DISASTERS AND DECLARED EMERGENCIES

All participating entities must be given first priority in times of Disaster or Declared Emergencies. Vendors must provide a 24-hour emergency phone number (land line) available 7 days a week. All bidders are requested to include written procedures with their bid to accommodate deliveries during a Disaster or Declared Emergency.

PENALTY FOR LATE DELIVERIES

In the event that fuel is not delivered within 72 hours or the third business day, the cooperative cities reserve the right to obtain gas and or diesel fuel from an alternate source. If the price is higher, the awarded vendor shall be responsible to pay the difference between the price paid at the alternate source and the bid price that would have been paid on the day of the scheduled delivery and deduct the difference from the next invoice issued to that city.

VII. SPECIFICATIONS

The governmental entities of Birmingham, Bloomfield Township, Clinton Township, Eastpointe, Farmington Hills, Grosse Pointe Woods, Huron-Clinton Metroparks, Livonia, Madison Heights, Novi, Oakland County, Rochester Hills, Royal Oak, St. Clair Shores, Southfield, Sterling Heights, Troy, Warren, Waterford, and West Bloomfield, herein known as the "Cooperative", are jointly requesting sealed bid proposals for the purchase of gasoline and diesel fuel, as described below, in truck transport and tank wagon deliveries for the period of **February 1, 2020 through January 31, 2022**. The Cooperative reserves the right to extend the contract, exclusively, unless the vendor can show that terms or conditions or their variables within the contract have changed.

The Cooperative members listed above have their estimated annual fuel use incorporated into the bid. In addition, there may be approximately 2-3 additional entities that may be included at a later date. Individual governmental entity participation in the Cooperative may be subject to the entity's governing board approval.

TRUCK TRANSPORT ESTIMATED TOTAL ANNUAL REQUIREMENTS

Unleaded 87 Octane	2,232,000	gallons
Unleaded Mid-grade 89 Octane	325,000	gallons
ULS Diesel #2 Premium	408,000	gallons
ULS Diesel #2	641,000	gallons

TANK WAGON ESTIMATED ANNUAL REQUIREMENTS

Unleaded 87 Octane	214,500	gallons
Unleaded Mid-grade 89 Octane	177,800	gallons
ULS Diesel #2 Premium	39,000	gallons
ULS Diesel #2	85,100	gallons
ULS Diesel #2 – Dyed	111,100	gallons

SPECIFICATIONS

Unleaded gasoline (10% Ethanol)	Minimum octane rating of 87	(R+M)/2
Mid-grade gasoline (10% Ethanol)	Minimum octane rating of 89	(R+M)/2
Ultra Low Sulphur Diesel	Maximum sulphur 15ppm	

All gasoline shall be free of water, suspended matter and strong obnoxious odors and shall meet the standards as per ASTM, D439-83 and all other recognized minimum standards.

Biodiesel fuel: Although currently not being used by the majority of entities, this bid is requesting pricing for biodiesel due to the ongoing changes in fuel over the past several years. Pricing should be included for B-5, B-10 and B-20 biodiesel that meets or exceeds ASTM D6751 specifications. Splash blending is not acceptable.

Diesel fuel: The following specifications should be considered the minimum acceptable. All diesel fuel must meet or exceed the latest ASTM D975 version of standard specification, be free of water, suspended matter and strong obnoxious odors.

	NO. 1	PREMIUM NO. 2		NO. 2
		SUMMER	WINTER	
Gravity, API, Min (ASTM D287)	37	34	36	30
Flash, F., P-M, Min. (ASTM D93)	120-160	155	145	140
Pour Point, F., Max. (ASTM D97)	-25	-10	-20	+10 to -5
Cloud Point, F., Max. (ASTM D2500)	-	0	-15	+15 max
Viscosity @ 40 C., (100 F.) MIN. c St. (ASTM D445) MAX.	1.3 2.1	35 -	33 -	2.0 3.6
Carbon Residue on 10% Bottoms, % Max. (ASTM D524)	0.15	.02	.02	0.35
Ash, % Max. (ASTM D482)	0.01	0.01	0.01	0.01
Corrosion 3 hrs. @ 122 F., Max. (ASTM D130)	1	1	1	1
Distillation (ASTM D86) 10% Recovered, F., Max.	420	413	413	Report
Color, Min. (ASTM D156) Color, Max. (ASTM D1500)	+14 -	- -	- -	- 2.5
Cetane No., (Motor), Min. (ASTM D613) or Cetane Index (ASTM D976)	40.0	45.0	46.0	40.0
Water & Sediment (D96) Max.	trace	0	0	Clear/Bright

All No. 1, No. 2 Premium and No. 2 delivered *must* not exceed 0.0015 percent by weight of sulfur.

VENDOR QUALIFICATIONS

Bids will be accepted only from vendors who are licensed by the State of Michigan as a wholesale distributor. Vendors may be required to submit financial data as required for qualification. Please submit all sources of supply and approximate volume of annual business currently transacted in Southeast Michigan where indicated on your bid form.

MISCELLANEOUS

The vendor will be responsible for any spillage. If the governmental entities need to clean or otherwise remedy the results of a spill, the vendor will be responsible for all costs incurred, to notify the Department of Natural Resources and to complete and file all required forms. Proof of all such actions are to be provided to cooperative member concerned. Inasmuch as the fuel to be supplied under this agreement is for Police, Fire and other emergency services, the successful bidder shall agree to designate the members of this cooperative as priority services.

In any case where vehicle performance is poor and fuel quality is suspect, the vendor shall provide the necessary technical assistance and independent testing to determine the cause and/or solution to the problem. Testing would be at vendor's expense, if fuel is determined to be of poor quality.

The vendor is responsible for all expense to remove defective fuel and repair equipment. All defective fuel would be replaced with fuel meeting specifications and priced at original delivery date. If requested by agency, driver to provide fuel sample before fuel is dropped into tank. Agency to provide container and sample.

In the event any member of the cooperative elects to have an additive added to their diesel/gasoline supply, the rate for the next highest grade will be charged. Example: Diesel #2 with additives would be charged at the rate for Premium Diesel #2.

Indicate on the Bid Form additional charges, if any, for a split order of fuel to equal the vendor's minimum order (i.e. 4,000 gallons of diesel and 4,000 gallons of unleaded) at the same address.

METHOD OF AWARD

The Detroit, Michigan Market OPIS Contract - Rack Average will be used as a point of reference in evaluating bid prices and as the method for price adjustments during the term of the agreement. Please submit your bid on the basis of the OPIS for Detroit Michigan Rack Average on prices that are contained in the 10:00:01, November 26, 2019 publication date. Unit prices and factors prevail and the cooperative will correct any extension errors.

Please provide base pricing for truck transport on minimum delivery of 8,000 gallons per drop. Indicate any short load charges for quantities between 5,000 and 8,000 gallons. Base pricing for tank wagon on minimum delivery of 250 gallons.

Use Diesel #2 OPIS Index for No. 1 and No. 2 Premium Diesel if *not* shown on the OPIS Index.

Award will be made on a joint basis. However, separate purchase orders will be issued by each member of the cooperative, subject to approval of respective elected officials.

The successful bidder shall have the option to extend the terms of the agreement to other governmental units in the Metropolitan area upon approval of the Purchasing Manager of the City of Sterling Heights.

The members of the cooperative reserve the right to accept or reject any or all bids, waive irregularities or informalities, award to other than the low bidder, to split award and to accept any bid considered to be in the best interests of the members. All bids shall be in accordance with the specifications and shall be submitted on the bid forms contained herein. Any exceptions shall be so noted.

The cooperative members individually reserve the right to withdraw from this contract if their governing body will not approve the contract as awarded and in the event of the abandonment of full storage tanks. The vendor is required to hold prices for the other cooperative members. If more than two (2) members cannot obtain approval from their respective governing body, the cooperative bid will be void.

VIII. BID FORM

The undersigned hereby declares that the instructions and specifications have been carefully examined and that **TRUCK TRANSPORT AND TANK WAGON DELIVERIES OF UNLEADED GASOLINE AND DIESEL FUEL** will be furnished to the Cooperative for the prices set forth in this bid. It is understood and agreed that all bids are **F.O.B. DESTINATION** and shall remain in effect for at least ninety (90) days from the date of the bid opening to allow for award of bid. Unit prices and factors prevail and the cooperative will correct extension errors. Bid prices shall remain firm for the two-year contract beginning on February 1, 2020 through January 31, 2022 and any extension options that may be agreed upon.

Enclose the written policy you have in place for times of disaster or declared emergencies.

Realistic delivery time in hours: _____

List 24/7 emergency contact and number: _____

Indicate split order charges, if any: _____

Purchasing Card type accepted: _____

Bid Bond (\$5,000) included?: _____

MSDS included? _____

Did you complete the new Taxes and Surcharges Form? _____

How did you receive notification of this bid? _____

How did you obtain the bid specifications? If bid documents were downloaded from a website, please list: _____

The undersigned certifies that he has downloaded all documents/addendums associated with this bid from the MITN website.

Company _____

Address _____

City/State/Zip _____

Representative/Title _____

Telephone/Fax _____

E-Mail Address/Website _____

Terms _____

Signature/Date _____

This form **must** be completed and returned with your bid.

Official bid specifications are available only at www.mitn.info.

VIII. BID FORM — TRUCK TRANSPORT

Do not include any governmental taxes or surcharges in the pricing below. Complete the attached Per Gallon Taxes & Surcharges Form and identify any and all governmental per gallon taxes and surcharges that will be added to the price per gallon listed below to arrive at the delivered total price per gallon to the Cooperative member.

	Est. Usage*	Average	±	Price/gallon	Ext. Total#
Unleaded 87	2,232,000	\$ _____	_____	\$ _____	\$ _____
Unleaded Mid-Grade 89	325,000	\$ _____	_____	\$ _____	\$ _____
ULS Premium Diesel #2	408,000	\$ _____	_____	\$ _____	\$ _____
ULS Diesel #2	641,000	\$ _____	_____	\$ _____	\$ _____
				<i>Total:</i>	\$ _____

List any additional charge per gallon for Winterized Diesel, and the applicable winter additive season, if applicable:

Charge Per Gallon: \$ _____ Season: (months / dates applicable): _____

Please base pricing on minimum delivery of 8,000 gallons per drop. Indicate any short load charges for quantities between 5,000 and 8,000 gallons.

Short load charge, if any: _____

1. Identify all sources of supply: _____

2. Approximate annual volume in gallons, in Southeast Michigan: _____

* Estimated yearly product usage of cooperative in gallons

Extended total is calculated by multiplying estimated yearly product usage by price per gallon

This form **must** be completed and returned with your bid.

Official bid specifications are available only at www.mitn.info.

VIII. BID FORM — TANK WAGON

Do not include any governmental taxes or surcharges in the pricing below. Complete the attached Per Gallon Taxes & Surcharges Form and identify any and all governmental per gallon taxes and surcharges that will be added to the price per gallon listed below to arrive at the delivered total price per gallon to the Cooperative member.

	Est. Usage*	Average	±	Price/gallon	Ext. Total#
Unleaded 87	214,500	\$ _____	_____	\$ _____	\$ _____
Unleaded Mid-Grade	177,800	\$ _____	_____	\$ _____	\$ _____
ULS Premium Diesel #2	39,000	\$ _____	_____	\$ _____	\$ _____
ULS Diesel #2	85,100	\$ _____	_____	\$ _____	\$ _____
ULS Dyed Diesel #2	101,100	\$ _____	_____	\$ _____	\$ _____
				<i>Total:</i>	\$ _____

List any additional charge per gallon for Winterized Diesel, and the applicable winter additive season, if applicable:

Charge Per Gallon: \$ _____ Season: (months / dates applicable): _____

The term "tank wagon" is intended to describe delivery in lots of 5,000 or less. Please specify minimum delivery quantity: _____

1. Identify all sources of supply: _____

2. Approximate annual volume in gallons, in Southeast Michigan: _____

* Estimated yearly product usage of cooperative in gallons

Extended total is calculated by multiplying estimated yearly product usage by price per gallon

This form **must** be completed and returned with your bid.

Official bid specifications are available only at www.mitn.info.

VIII. BID FORM — PER GALLON TAXES AND SURCHARGES FORM

Bid price for Tank Wagon and Truck Transport shall excludes all state and federal taxes and surcharges. It shall represent only the OPIS Rack Average per gallon price, delivery factor, and winter additive, if applicable.

Sales and Excise Taxes: Each cooperative member is exempt from sales and federal excise taxes. Bid price shall not include any taxes. Each cooperative member will issue the necessary exemption certificates, if requested.

State and Federal Surcharges: State and Federal Surcharges listed below, and legally required to be paid by the Cooperative Member, shall be firm for the term of the initial award and any extension.

Any **reduction** in the per gallon surcharges listed below shall take effect immediately and shall be communicated to the City of Sterling Heights Purchasing Manager and the Cooperative with the next invoice.

Any **increase** in the per gallon surcharges listed below, or any new surcharge added, must be approved in advance by the City of Sterling Heights Purchasing Manager prior to including in any invoice. Only those State and Federal Surcharges in which Cooperative members are legally obligated to pay will be considered.

Unleaded Gasoline: Describe Surcharge

Surcharge Fee Per Gallon

\$ _____
\$ _____
\$ _____

Diesel Fuel: Describe Surcharge

Surcharge Fee Per Gallon

\$ _____
\$ _____
\$ _____

Add Comments / Notation Here: _____

This form **must** be completed and returned with your bid.

Official bid specifications are available only at www.mitn.info.

XIII. ATTACHMENTS

- A – Truck Transport – Usage Summary
- A1 – Truck Transport Estimated Annual Usage
- B – Tank Wagon – Usage Summary
- B1 – Tank Wagon Estimated Annual Usage

**ATTACHMENT A
TRUCK TRANSPORT ESTIMATED ANNUAL USAGE**

<u>Location</u>	<u>Tank Size</u>	<u>Above/Below Ground</u>	<u>Type of Product</u>	<u>Annual Est. Usage</u>	
Birmingham, City of 851 S. Eton Road Birmingham, MI 48009	11,600	Below	Regular Unleaded	55,000	☐☐☐
	6,000	Below	ULS Diesel #2	30,000	☐☐☐
Bloomfield Township 4200 Telegraph Rd Bloomfield Hills, MI 48302	12,000	Below	Regular Unleaded	108,000	
	12,000	Below	ULS Diesel #2	46,000	
Clinton Township Water Dept. 24230 Shook Road Clinton Township, MI 48035	10,000	Below	Regular Unleaded	129,000	
	10,000	Below	ULS Diesel #2	35,000	
Clinton Township Water Dept. 17825 18 Mile Rd. Clinton Township, MI 48038	2,000	Below	ULS Diesel #2	(filled by portable tank from Shook Road)	
Eastpointe, City of Department of Public Works 17800 10 Mile Road Eastpointe, MI 48021	8,000	Below	Regular Unleaded	60,000	☐☐☐
Farmington Hills, City of Police Station 31655 Eleven Mile Road Farmington Hills, MI 48336	10,000	Below	Regular Unleaded	114,000	
	10,000	Below	Regular Unleaded		
Farmington Hills, City of DPW 27245 Halsted Farmington Hills, MI 48331	8,000	Below	Regular Unleaded	33,000	
	12,000 <i>(20k tank that is compartmentalized)</i>	Below	ULS Premium Diesel #2	70,000	
Livonia, City of 33000 Civic Center Drive Livonia, MI 48154	10,000	Below	Regular Unleaded	150,000	
	10,000	Below	ULS Diesel #2	45,000	
Livonia, City of Public Service Division 12973 Farmington Road Livonia, MI 48150	10,000	Below	Regular Unleaded	75,000	
	10,000	Below	ULS Diesel #2	65,000	

**ATTACHMENT A
TRUCK TRANSPORT ESTIMATED ANNUAL USAGE**

<u>Location</u>	<u>Tank Size</u>	<u>Above/Below Ground</u>	<u>Type of Product</u>	<u>Annual Est. Usage</u>
Madison Heights, City of Department of Public Services 801 Ajax Drive Madison Heights, MI 48071	6000☐	Below	ULS Diesel #2	33,000
	12000☐	Below	Regular Unleaded	47,000
	☐single 15,000 tank compartmentalized			
Novi, City of 26300 Delwal Novi, MI 48375	10,000	Below	Regular Unleaded	115,000
	10,000	Below	Regular Unleaded	(combined)
	10,000	Below	ULS Diesel #2	42,000
Oakland County Central Garage 1200 North Telegraph Road Building 38E Pontiac, MI 48341	20,000	Below	Regular Unleaded	350,000
	20,000	Below		
	20,000	Below		
	12,000	Below		
Rochester Hills, City of Department of Public Services 511 E. Auburn Road Rochester Hills, MI 48037	15,000	Below	ULS Premium Diesel #2	70,000
	15,000	Below	Regular Unleaded	60,000
Royal Oak, City of Motor Pool Garage 1600 N. Campbell Road Royal Oak, MI 48067	20,000	Below	Mid-Grade Unleaded	125,000 ☐☐☐
	10,000	Below	ULS Premium Diesel #2	55,000 ☐☐☐
	10,000	Below	ULS Premium Diesel #2	55,000 ☐☐☐
St. Clair Shores, City of Department of Public Works 19800 Pleasant St. Clair Shores, MI 48080	12,000	Below	Regular Unleaded	100,000
	6,000	Below	ULS Premium Diesel #2	60,000
Southfield, City of DPS Facility 25501 Clara Lane Southfield, MI 48034	20,000	Below	Mid-Grade Unleaded	65,000
	20,000	Below	ULS Diesel #2	45,000
Southfield, City of Public Safety Building 26000 Evergreen Southfield, MI 48076	20,000	Below	Mid-Grade Unleaded	135,000
Sterling Heights, City of	25,000	Below	Regular Unleaded	200,000

**ATTACHMENT A
TRUCK TRANSPORT ESTIMATED ANNUAL USAGE**

<u>Location</u>	<u>Tank Size</u>	<u>Above/Below Ground</u>	<u>Type of Product</u>	<u>Annual Est. Usage</u>	
Department of Public Works 7200 Eighteen Mile Road Sterling Heights, MI 48314	20,000	Below	ULS Diesel #2	90,000	
Troy, City of 500 W. Big Beaver Troy, MI 48084	12,000	Below	Regular Unleaded	110,000	
Troy, City of Department of Public Works 4693 Rochester Road Troy, MI 48098	12,000 12,000	Below Below	Regular Unleaded ULS Diesel #2	70,000 80,000	
Warren, City of Department of Public Works 12801 Stephens Warren, MI 48089	10,000 12,000	Below Below	Regular Unleaded ULS Premium Diesel #2	76,000 78,000	
	One split tank with 10,000 gallons for Regular Unleaded and 12,000 for ULS Premium Diesel #2				
Warren, City of Police Department 29900 Civic Center Blvd. Warren, MI 48093	10,000 10,000	Below Below	Regular Unleaded Regular Unleaded	90,000 90,000	
Warren, City of Sanitation 25601 Flanders Warren, MI 48089	10,000	Above	ULS Diesel #2	130,000	
Waterford Township 5240 Civic Center Drive Waterford, MI 48239	10,000 6,000	Below Below	Regular Unleaded ULS Premium Diesel #2	125,000 20,000	☐☐☐ ☐☐☐
West Bloomfield Township Police Department 4430 Walnut Lake Road West Bloomfield, MI 48323	10,000	Below	Regular Unleaded	75,000	☐☐☐

ESTIMATED ANNUAL TOTAL 3,606,000

☐☐☐ No updated quantities provided, 2016 estimated quantities listed

**ATTACHMENT A1
TRUCK TRANSPORT - ESTIMATED USAGE SUMMARY**

<u>Location</u>	Unleaded <u>87 Octane</u>	Mid-Grade Unleaded <u>89 Octane</u>	ULS Premium <u>Diesel #2</u>	<u>ULS Diesel #2</u>
Birmingham	55,000			30,000
Bloomfield Township	108,000			46,000
Clinton Township	129,000			35,000
Eastpointe	60,000			
Farmington Hills	147,000		70,000	
Livonia	225,000			110,000
Madison Heights	47,000			33,000
Novi	115,000			42,000
Oakland County	350,000			
Rochester Hills	60,000		70,000	
Royal Oak		125,000	110,000	
St. Clair Shores	100,000		60,000	
Southfield		200,000		45,000
Sterling Heights	200,000			90,000
Troy	180,000			80,000
Warren	256,000		78,000	130,000
Waterford	125,000		20,000	
West Bloomfield	75,000			
Totals:	2,232,000	325,000	408,000	641,000

2,557,000	1,049,000
Gasoline	Diesel

**ATTACHMENT B
TANK WAGON ANNUAL USAGE**

<u>Location</u>	<u>Tank Size</u>	<u>Above/Below Ground</u>	<u>Type of Product</u>	<u>Annual Est. Usage</u>	
Birmingham, City of Lincoln Hills Golf Course 2666 W. Fourteen Mile Road Birmingham, MI 48009	500	Below	Regular Unleaded	1,500	□□□
	500	Below	ULS Dyed Diesel #2	1,000	□□□
Birmingham, City of Springdale Golf Course 316 Strathmore Birmingham, MI 48009	500	Below	Regular Unleaded	1,500	□□□
	500	Below	ULS Dyed Diesel #2	1,000	□□□
Eastpointe, City of Department of Public Works 17800 10 Mile Road Eastpointe, MI 48021	2,000	Above	ULS Premium Diesel #2	17,000	□□□
Eastpointe, City of Fire & Rescue Department 16370 9 Mile Road Eastpointe, MI 48021	560	Above	ULS Premium Diesel #2	3,500	□□□
Farmington Hills, City of Parks & Golf Maintenance 38111 Interchange Drive Farmington Hills, MI 48331	3,000	Below	Regular Unleaded	15,000	
	500	Above	ULS Premium Diesel #2 (in colder months Winter Blend Diesel)	8,000	
Grosse Pointe Woods, City of Department of Public Works 1200 Parkway Drive Grosse Pointe Woods, MI 48236	4,000	Above	Regular Unleaded	38,000	
	4,000	Above	ULS Premium Diesel #2 (in colder months Winter Blend Diesel)	16,000	
HC Metropark - Lake St. Clair 31300 Metro Parkway Mt. Clemens, MI 48045	4,000	Above	Regular Unleaded	15,000	
	2,000	Above	ULS Dyed Diesel #2	6,000	
HC Metropark - Wolcott Mill Farm Center 65775 Wolcott Road Ray, MI 48096	500	Above	Regular Unleaded	3,500	
	500	Above	ULS Dyed Diesel #2	1,500	
HC Metropark - Wolcott Golf Course 21690 27 Mile Road Ray, MI 48096	500	Temporary Above	Regular Unleaded	0	
	500	Temporary Above	ULS Dyed Diesel #2	0	

**ATTACHMENT B
TANK WAGON ANNUAL USAGE**

<u>Location</u>	<u>Tank Size</u>	<u>Above/Below Ground</u>	<u>Type of Product</u>	<u>Annual Est. Usage</u>
HC Metropark - Stony Creek Golf Course 5140 Main Parkway Shelby Township, MI 48316	1,000 1,000	Above Above	Regular Unleaded ULS Dyed Diesel #2	3,500 1,500
HC Metropark - Stony Creek Service Yard 4250 26 Mile Road Shelby Township, MI 48316	4,000 2,000	Above Above	Regular Unleaded ULS Dyed Diesel #2	23,000 6,500
HC Metropark - Indian Springs Service Area 5200 Indian Trail White Lake, MI 48386	3,000	Under	Regular Unleaded	2,500
HC Metropark - Indian Springs Golf Course 5100 Indian Trail White Lake, MI 48386	1,000 1,000	Under Under	Regular Unleaded ULS Dyed Diesel #2	6,000 3,000
HC Metropark - Kensington Service Yard 2240 W Buno Road Milford, MI 48380	4,000 2,000	Above Above	Regular Unleaded ULS Dyed Diesel #2	30,000 10,000
HC Metropark - Kensington Golf Course 13760 High Ridge Drive Brighton, MI 48114	2,500 1,000	Under Under	Regular Unleaded ULS Dyed Diesel #2	6,000 2,000
HC Metropark - Kensington Boat Rental 2240 West Buno Rd Milford, MI 48380	500	Above	Regular Unleaded	1,000
HC Metropark - Huron Meadows Service Yard 8765 Hammel Road Brighton, MI 48116	1,000 1,000	Under Under	Regular Unleaded ULS Dyed Diesel #2	1,000 2,000
HC Metropark - Hudson Mills Golf Course 4800 Dexter-Pinckney Road Dexter, MI 48130	2,500 1,000	Under Under	Regular Unleaded ULS Dyed Diesel #2	2,800 1,500
HC Metropark - Hudson Mills Service Yard 8801 North Territorial Dexter, MI 48130	2,500 1,500	Above Above	Regular Unleaded ULS Dyed Diesel #2	9,100 1,500
HC Metropark - Lower Huron Service Yard 17845 Savage Road	4,000 2,500	Under Under	Regular Unleaded ULS Dyed Diesel #2	1,400 2,900

**ATTACHMENT B
TANK WAGON ANNUAL USAGE**

<u>Location</u>	<u>Tank Size</u>	<u>Above/Below Ground</u>	<u>Type of Product</u>	<u>Annual Est. Usage</u>
Belleville, MI 48111	1,000	Under	Regular Unleaded	0
HC Metropark - Willow Service Yard 23140 Interloop Rd New Boston, MI 48164	4,000 2,000	Above Above	Regular Unleaded ULS Dyed Diesel #2	8,500 6,000
HC Metropark - Willow Golf Course 22900 Huron River Drive New Boston, MI 48164	1,000 1,000	Under Under	Regular Unleaded ULS Dyed Diesel #2	3,500 2,000
HC Metropark - Lake Erie Service Yard 32481 West Jefferson Brownstown, MI 48173	4,000 2,000	Above Above	Regular Unleaded ULS Dyed Diesel #2	13,500 1,500
HC Metropark - Lake Erie Golf Course 14786 Lee Road Browntown, MI 48173	4,000 2,000	Above Above	Regular Unleaded ULS Dyed Diesel #2	5,000 2,200
Livonia, City of Fox Creek Golf Course 36000 Seven Mile Road Livonia, MI 48152	500 500	Above Above	Regular Unleaded ULS Dyed Diesel #2	3,700 2,600
Livonia, City of Idylwyld Golf Course 35786 Five Mile Road Livonia, MI 48150	2,000 2,000	Above Above	Regular Unleaded ULS Dyed Diesel #2	4,500 2,500
Livonia, City of Whispering Willows Golf Course 20500 Newburgh Road Livonia, MI 48152	2,000 2,000	Above Above	Regular Unleaded ULS Dyed Diesel #2	3,000 2,500
St. Clair Shores, City of St. Clair Shores Country Club 22185 Masonic St. Clair Shores, MI 48082	1,000 1,000	Above Above	Regular Unleaded ULS Premium Diesel #2	8,000 4,500
Southfield, City of Fire Headquarters	1,000	Above	ULS Premium Diesel #2	7,500

**ATTACHMENT B
TANK WAGON ANNUAL USAGE**

<u>Location</u>	<u>Tank Size</u>	<u>Above/Below Ground</u>	<u>Type of Product</u>	<u>Annual Est. Usage</u>
24477 Lahser Road Southfield, MI 48033				
Station 1	1,000	Above	ULS Diesel #2	6,000
Station 2	1,000	Above	ULS Diesel #2	6,000
Station 3	1,000	Above	ULS Diesel #2	6,000
Station 4	1,000	Above	ULS Diesel #2	6,000
	500	Above	ULS Diesel #2	4,000
Southfield, City of Public Safety Building / Park Services 26000 Evergreen Southfield, MI 48076	3,000	Above	ULS Diesel #2	500
<hr/>				
Sterling Heights, City of Fire Station #2 12825 Nineteen Mile Road Sterling Heights, MI 48313	1,000	Above	ULS Diesel #2	4,000
Sterling Heights, City of Fire Station #3 5250 Fifteen Mile Road Sterling Heights, MI 48310	1,000	Above	ULS Diesel #2	4,000
Sterling Heights, City of Fire Station #4 12850 Fifteen Mile Road Sterling Heights, MI 48312	1,000	Above	ULS Diesel #2	3,000
Sterling Heights, City of Fire Station #5 41627 Ryan Road Sterling Heights, MI 48314	generator	Above	ULS Dyed Diesel #2 off-road diesel	300
Sterling Heights, City of Booster Station 2460 Dobry Drive Sterling Heights, MI 48314	generator	Above	ULS Dyed Diesel #2 off-road diesel	300
Sterling Heights, City of Police Department 40333 Dodge Park	generator	Above	ULS Dyed Diesel #2 off-road diesel	400

**ATTACHMENT B
TANK WAGON ANNUAL USAGE**

<u>Location</u>	<u>Tank Size</u>	<u>Above/Below Ground</u>	<u>Type of Product</u>	<u>Annual Est. Usage</u>	
Sterling Heights, MI 48313					
Sterling Heights, City of Fire Station #1 38911 Ian Dyke Sterling Heights MI, 48312	generator	Above	ULS Dyed Diesel #2 off-road diesel	300	
Troy, City of	12,000	Below	Regular Unleaded	4,000	
Troy DPW, City of	12,000	Below	ULS Diesel #2	3,000	
Warren, City of Parks & Recreation 32601 Warkop Warren, MI 48093	4,000 2,000	Above Above	Mid-Grade Unleaded ULS Diesel #2	14,000 20,000	
Warren, City of Waste Water Treatment Plant 32360 Warkop Warren, MI 48093	6,000 (14 Mile) 125 (14 Mile) 1,050 (9 Mile)	Below Above Above	ULS Dyed Diesel #2 ULS Dyed Diesel #2 ULS Dyed Diesel #2	20,000 200 1,000	
Warren, City of Police Department 29900 Civic Center Blvd. Warren, MI 48093	6,000	Below	ULS Diesel #2 - Dyed	2,500	
Warren, City of City Hall One City Square Warren, MI 48093	1,250	Above	ULS Dyed Diesel #2	400	
Waterford Township 5240 Civic Center Drive Waterford, MI 48239	1,000	Above	ULS Premium Diesel #2	3,000	□□□
Waterford Township Fire Station #3 3435 Elizabeth Lake Road Waterford, MI 48328	1,000	Above	ULS Diesel #2	7,000	□□□

**ATTACHMENT B
TANK WAGON ANNUAL USAGE**

<u>Location</u>	<u>Tank Size</u>	<u>Above/Below Ground</u>	<u>Type of Product</u>	<u>Annual Est. Usage</u>	
West Bloomfield Township Fire Station #1 4601 Orchard Lake Road West Bloomfield, MI 48323	500	Below	Mid-grade Unleaded	2,000	☐☐☐
	500	Below	ULS Diesel #2	2,000	☐☐☐
West Bloomfield Township Fire Station #2 6925 West Maple West Bloomfield, MI 48322	500	Below	ULS Diesel #2	3,200	☐☐☐
West Bloomfield Township Fire Station #3 3340 Green Lake Road West Bloomfield, MI 48324	500	Below	ULS Diesel #2	2,500	☐☐☐
West Bloomfield Township Fire Station #4 5842 Greer Road West Bloomfield, MI 48324	500	Below	Mid-grade Unleaded	1,500	☐☐☐
	500	Below	ULS Diesel #2	1,500	☐☐☐
West Bloomfield Township Fire Station #5 5425 W. Maple West Bloomfield, MI 48322	500	Below	Mid-grade Unleaded	3,300	☐☐☐
	500	Below	ULS Diesel #2	3,400	☐☐☐
West Bloomfield Township Fire Station #9 3300 Orchard Lake Road West Bloomfield, MI 48324	500	Below	ULS Diesel #2	3,000	☐☐☐
West Bloomfield Township Police Department 4430 Walnut Lake Road West Bloomfield, MI 48323	2,000	Below	ULS Dyed Diesel #2	1,000	☐☐☐
West Bloomfield Township Township Hall 4550 Walnut Lake Road West Bloomfield, MI 48323	300	Below	ULS Dyed Diesel #2	500	☐☐☐

**ATTACHMENT B1
TANK WAGON - ANNUAL USAGE SUMMARY**

<u>Location</u>	Unleaded <u>87 Octane</u>	Mid-Grade Unleaded <u>89 Octane</u>	ULS Premium <u>Diesel #2</u>	<u>ULS Diesel #2</u>	ULS Dyed <u>Diesel #2</u>	ULS Dyed <u>Diesel #1</u>
Birmingham	3,000				2,000	
Eastpointe					20,500	
Farmington Hills	15,000		8,000			
Grosse Pointe Woods	38,000		16,000			
Huron-Clinton Metroparks	135,300				50,100	
Livonia	11,200				7,600	
St. Clair Shores	8,000		4,500			
Southfield			7,500	28,500		
Sterling Heights				11,000	1,300	
Troy	4,000			3,000		
Warren		14,000		20,000	24,100	
Waterford			3,000	7,000		
West Bloomfield		163,800		15,600	5,500	
Totals:	214,500	177,800	39,000	85,100	111,100	0

392,300	235,200
Gasoline	Diesel



CITY OF
**Sterling
Heights**

InnovatingLiving

Richard J. Notte Sterling Heights City Center

City Hall

40555 Utica Rd. | P.O. Box 8009
Sterling Heights, MI | 48311-8009

City Council

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

TEL 586.446.CITY (2489) FAX 586.276.4077

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

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City Manager Mark D. Vanderpool

ADDENDUM #1

POSTED: DECEMBER 4, 2019

INVITATION TO BID: ITB-SH19-064: TRUCK TRANSPORT AND TANK WAGON DELIVERIES OF UNLEADED GASOLINE AND DIESEL FUEL

DUE DATE: TUESDAY, DECEMBER 10, 2019 at 2:30 P.M.

PLEASE NOTE THE FOLLOWING CHANGES TO THE INSTRUCTIONS TO BIDDERS, SPECIFICATIONS, AND BID FORM

Read the revisions below carefully. Not all parts of the section containing the revision have been revised. All other parts of the instructions and specifications remain valid.

REVISED - DUE DATE

New Date Due: Tuesday, December 10, 2019 at 2:30 p.m.

REVISED - INVOICES

Separate invoices with each delivery location shall be submitted in duplicate to each cooperative member's Finance Department. Invoices shall state the delivery location (name of using agency), product, quantity delivered and extended price. Each entity is responsible for its own ordering and payment. Vendor must submit verification of OPIS Price Report 10:00 AM for date of delivery. Any surcharges should be broken out as a line item on the invoice.

Invoices will be paid based on the following:

OPIS Detroit Rack Average Price (10:00:01 AM on Date of Delivery)
+ Per Gallon Additive price on Bid Form, if any (diesel premium / winter additive)
= Net Price Per Gallon
+ / - Bid Factor on Bid Form (Tank Wagon or Truck Transport)
= Net Price Per Gallon Delivered (Before any Taxes / Surcharges)
+ Per Gallon Surcharges (Taxes & Surcharges from Bid Form)
= Total Price Per Gallon Delivered
x Gallons Delivered
= **Invoice Total**

REVISED - BILL OF LADING

Each delivery location shall receive a delivery slip verifying gallons delivered. Tank Wagon deliveries shall be metered at point of delivery and offloading. Truck Transport deliveries, if not metered at point of delivery and offloading, shall be verified by quantity loaded at terminal as stated on bill of lading, and quantity offloaded at point of delivery, by in-ground tank veeder root system or other acceptable means of verifying by cooperative member the quantity delivered and offloaded.

Any exceptions to this requirement must be noted in your bid and be accepted by the cooperative prior to award of bid.

REVISED - BIO DIESEL

Any reference to Bio Diesel has been removed. Pricing is not requested for Bio Diesel.

REVISED - MISCELLANEOUS

In the event any member of the cooperative elects to have an additive added to their diesel, the additional cost per gallon, as bid, will be charged. Example: ULS Diesel #2 Premium would be charged at the rate for USL Diesel #2 plus the per gallon charge for premium additive, as bid.

REVISED BID FORM - PLEASE USE THE ATTACHED REVISED BID FORM IN ITS ENTIRETY AND REVISED SHIPPING LABEL.



Jared Beaudoin
Purchasing Manager

I have reviewed and understand the bidding implications of Addendum #1, attest to this understanding by signing below and will submit this page along with my bid documents.

Name

Company

VIII. REVISED BID FORM

The undersigned hereby declares that the instructions and specifications have been carefully examined and that **TRUCK TRANSPORT AND TANK WAGON DELIVERIES OF UNLEADED GASOLINE AND DIESEL FUEL** will be furnished to the Cooperative for the prices set forth in this bid. It is understood and agreed that all bids are **F.O.B. DESTINATION** and shall remain in effect for at least ninety (90) days from the date of the bid opening to allow for award of bid. Unit prices and factors prevail and the cooperative will correct extension errors. Bid prices shall remain firm for the two-year contract beginning on February 1, 2020 through January 31, 2022 and any extension options that may be agreed upon.

Enclose the written policy you have in place for times of disaster or declared emergencies.

Realistic delivery time in hours: _____

List 24/7 emergency contact and number: _____

Indicate split order charges, if any: _____

Purchasing Card type accepted: _____

Bid Bond (\$5,000) included?: _____

MSDS included? _____

Did you complete the new Taxes and Surcharges Form? _____

How did you receive notification of this bid? _____

How did you obtain the bid specifications? If bid documents were downloaded from a website, please list: _____

The undersigned certifies that he has downloaded all documents/addendums associated with this bid from the MITN website.

Company _____

Address _____

City/State/Zip _____

Representative/Title _____

Telephone/Fax _____

E-Mail Address/Website _____

Terms _____

Signature/Date _____

This form **must** be completed and returned with your bid.

VIII. REVISED BID FORM — TRUCK TRANSPORT

Do not include any governmental taxes or surcharges in the pricing below. Complete the attached Per Gallon Taxes & Surcharges Form and identify any and all governmental per gallon taxes and surcharges that will be added to the price per gallon listed below to arrive at the delivered total price per gallon to the Cooperative member.

	Est Usage In Gallons *	OPIS Rack Avg. on 11/26/19	Additive Cost per Gal	Bid Factor (+ / -)	Total Price Per Gallon	Extended Total #
Unleaded 87	2,232,000	\$ _____		\$ _____	\$ _____	\$ _____
Unleaded Mid-Grade 89	325,000	\$ _____		\$ _____	\$ _____	\$ _____
ULS Diesel #2	641,000	\$ _____		\$ _____	\$ _____	\$ _____
ULS Diesel #2 Premium **	408,000	\$ _____	** \$ _____	\$ _____	\$ _____	\$ _____

* Estimated annual usage of cooperative in gallons

** Use OPIS USL Diesel #2 rack average price on 11/26/19 (10 AM) and list cost per gallon of additive for Premium blend.

Extended total is calculated by multiplying estimated annual usage by TTL Price Per Gallon

Truck Transport Total \$ _____

List any additional charge per gallon for Winterized Diesel, and the applicable winter additive season, if applicable:

Charge Per Gallon: \$ _____ Season: (months / dates applicable): _____

Please base pricing on minimum delivery of 8,000 gallons per drop. Indicate any short load charges for quantities between 5,000 and 8,000 gallons.

Short load charge, if any: _____

1. Identify all sources of supply: _____

2. Approximate annual volume in gallons, in Southeast Michigan: _____

This form **must** be completed and returned with your bid.

VIII. REVISED BID FORM — TANK WAGON

Do not include any governmental taxes or surcharges in the pricing below. Complete the attached Per Gallon Taxes & Surcharges Form and identify any and all governmental per gallon taxes and surcharges that will be added to the price per gallon listed below to arrive at the delivered total price per gallon to the Cooperative member.

	Est Usage In Gallons *	OPIS Rack Avg. on 11/26/19	Additive Cost per Gal	Bid Factor (+ / -)	Total Price Per Gallon	Extended Total #
Unleaded 87	214,500	\$ _____		\$ _____	\$ _____	\$ _____
Unleaded Mid-Grade 89	177,800	\$ _____		\$ _____	\$ _____	\$ _____
ULS Diesel #2	85,100	\$ _____		\$ _____	\$ _____	\$ _____
ULS Diesel #2 Premium **	39,000	\$ _____ **	\$ _____	\$ _____	\$ _____	\$ _____
ULS Dyed Diesel #2	101,000	\$ _____		\$ _____	\$ _____	\$ _____

* Estimated annual usage of cooperative in gallons

** Use OPIS USL Diesel #2 rack average price on 11/26/19 (10 AM) and list cost per gallon of additive for Premium blend.

Extended total is calculated by multiplying estimated annual usage by TTL Price Per Gallon

Tank Wagon Total \$ _____

List any additional charge per gallon for Winterized Diesel, and the applicable winter additive season, if applicable:

Charge Per Gallon: \$ _____ Season: (months / dates applicable): _____

The term "tank wagon" is intended to describe delivery in lots of 5,000 or less. Please specify minimum delivery quantity: _____

1. Identify all sources of supply: _____

2. Approximate annual volume in gallons, in Southeast Michigan: _____

This form **must** be completed and returned with your bid.

VIII. REVISED BID FORM — PER GALLON TAXES AND SURCHARGES FORM

Bid forms for Tank Wagon and Truck Transport shall exclude all state and federal taxes and surcharges. It shall represent only the OPIS Rack Average per gallon price, diesel premium additive, bid factor, and winter additive, if applicable. List applicable surcharges on this form.

Sales and Excise Taxes: Each cooperative member is exempt from sales and federal excise taxes. Bid price shall not include any taxes. Each cooperative member will issue the necessary exemption certificates, if requested.

State and Federal Surcharges: List all State and Federal Surcharges below (Fed UST, MI UST, etc.) as a per gallon cost, delivered. Only those fees, and surcharges legally required to be paid by the Cooperative Member shall be included, and shall be firm for the term of the initial award and any extension, subject to the following:

Any **reduction** in the per gallon surcharges listed below shall take effect immediately and shall be communicated to the City of Sterling Heights Purchasing Manager and the Cooperative with the next invoice.

Any **increase** in the per gallon surcharges listed below, or any new surcharge added, must be approved in advance by the City of Sterling Heights Purchasing Manager prior to including in any invoice. Only those State and Federal Surcharges in which Cooperative members are legally obligated to pay will be considered.

Unleaded Gasoline: Describe Surcharge

Surcharge Fee Per Gallon

\$ _____
\$ _____
\$ _____

Diesel Fuel: Describe Surcharge

Surcharge Fee Per Gallon

\$ _____
\$ _____
\$ _____

Add Comments / Notation Here: _____

This form **must** be completed and returned with your bid.

Notification List:

Petroleum Traders Corporation
7120 Point Inverness Way
Fort Wayne, IN 46804
gnewton@petroleumtraders.com

RKA Petroleum Companies, Inc.
28340 Wick Road
Romulus, MI 48174
Kacey Spell, Customer Relations Manager
kspell@rkapetroleum.com

Atlas Oil Company
24501 Ecorse Road
Taylor, MI 48180
Joe Fell, General Manager
jfell@atlasoil.com

DATE: January 9, 2020
TO: Joseph A. Valentine, City Manager
FROM: Cheryl Arft, Acting City Clerk
SUBJECT: Huntington Disease-Yoga in the Park- Saturday, June 27, 2020

INTRODUCTION:

The Huntington Disease Society of America-MI Chapter submitted a Special Event application to hold the Yoga in the Park event in Shain Park on Saturday, June 27, 2020 from 10:00 AM-3:00 PM. Set-up for the event is scheduled for 8:00 AM-10:00 AM.

BACKGROUND:

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

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

Farmers Market	Sundays	Lot 6
Parkinson Foundation 5K	June 6	Seaholm HS & neighborhood
In the Park concerts	June 12, 17, 24	Shain Park
Movie in Booth Park	June 12	Booth Park

LEGAL REVIEW:

No review required.

FISCAL IMPACT:

No fiscal impact.

SUMMARY

The City Commission is being asked to approve the 2020 Yoga in the Park special event to be held June 27, 2020 from 10:00 AM-3:00 PM, with set-up to begin between 8:00 AM and 10:00 AM. Tear-down will begin at the conclusion of the event at approximately 3:00 PM to 4:30 PM.

ATTACHMENTS:

1. Special Event application
2. Notification letter with map of event area distributed to residents/businesses within 300 feet of the event area on January 15, 2020. Notification addresses are on file in the Clerk's Office
3. Hold Harmless Agreement signed by HDSA-MI Chapter, (Certificate of Insurance due on or before June 12, 2020)
4. Department Approval page with comments and estimated cost

SUGGESTED RESOLUTION:

To approve a request from the Huntington Disease Society of America-MI Chapter to hold Yoga in the Park in Shain Park on June 27, 2020 contingent upon compliance with all permit and insurance requirements and payment of all fees and, further pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event.

RECEIVED BY
DEC 11 2019
CITY CLERK'S OFFICE

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

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

Police Department acknowledgement: _____

I. EVENT DETAILS

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

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

(Please print clearly or type)

Date of Application December 11, 2019

Name of Event HDSA Yoga in the Park

Detailed Description of Event (attach additional sheet if necessary) Year 4 of charity fundraiser.
3 x one hour yoga classes led by professional instructors. Student donations and sponsors raising
funds to support the Michigan Chapter of Huntington's Disease Society of America.

Location Shain Park - Band Shell area including grass area in front.

Date(s) of Event Saturday June 27, 2020 Hours of Event 10a-3p

Date(s) of Set-up Saturday June 27, 2020 Hours of Set-up 8a-10a

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

Date(s) of Tear-down Saturday June 27, 2020 Hours of Tear-down 3p-4:30p

Organization Sponsoring Event HDSA Michigan Chapter

Organization Address 1221 Bowers St. P.O. Box 1091 Birmingham, MI 48012

Organization Phone 800.909.0073

Contact Person Don Peasley

Contact Phone 248.840.3378

Contact Email donaldpeasley5@gmail.com

II. EVENT INFORMATION

1. Organization Type Non-Profit
(city, non-profit, community group, etc.)

2. Additional Sponsors or Participants (Provide name, address, contact person, status, etc. for all additional organizations sponsoring your event.) Yoga Shelter, Henry Ford Health Systems
YogaMoves MS, TEVA Pharmaceuticals

3. Is the event a fundraiser? YES NO
List beneficiary HDSA Michigan Chapter
List expected income \$20,000
Attach information about the beneficiary.

4. First time event in Birmingham? YES NO
If no, describe _____

5. Total number of people expected to attend per day 150

6. The event will be held on the following City property: (Please list)
 Street(s) _____
 Sidewalk(s) _____
 Park(s) Shain Park - Band Shell area including grass area in front.

7. Will street closures be required? YES NO
(Police Department acknowledgement prior to submission of application is required) (initial here) [Signature]

8. What parking arrangements will be necessary to accommodate attendance? Participants will be encouraged to use lots and decks in area.

9. Will staff be provided to assist with safety, security and maintenance? YES NO
If yes, please provide number of staff to be provided and any specialized training received.

Describe Henry Ford Health Systems will once again be on site with licensed paramedic in case of any health issues.

10. Will the event require safety personnel (police, fire, paramedics)? YES NO
(Police Department acknowledgement prior to submission of application is required.) (initial here) 

Describe _____

11. Will alcoholic beverages be served? YES NO
If yes, additional approval by the City Commission is required, as well as the Michigan Liquor Control Commission.

12. Will music be provided? YES NO
_____ Live _____ Amplification _____ Recorded 2 X Loudspeakers
Time music will begin 9:30a
Time music will end 2:30p

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

13. Will there be signage in the area of the event? YES NO Type text here
Number of signs/banners 2 x Banners
Size of signs/banners 8' x 10'

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

14. Will food/beverages/merchandise be sold? YES NO
- Peddler/vendor permits must be submitted to the Clerk's Office, **at least two weeks prior to the event.**
 - You must obtain approval from the Oakland County Health Department for all food/beverage sales/donations. Contact ehclerk@oakgov.com or 248-535-9612 to obtain Health Department approval.
 - There is a \$50.00 application fee for all vendors and peddlers, in addition to the \$10.00 daily fee, per location.

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

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

III. EVENT LAYOUT

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

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

EQUIPMENT	QUANTITY	COST	NOTES
Picnic Tables		6 for \$200.00	A request for more than six tables will be evaluated based on availability.
Trash Receptacles	2	\$4.00 each	Trash box placement and removal of trash is the responsibility of the event. Additional cost could occur if DPS is to perform this work.
Dumpsters		\$250.00 per day	Includes emptying the dumpster one time per day. The City may determine the need for additional dumpsters based on event requirements.
Utilities (electric)	___ # of vendors requiring utilities	Varies	Charges according to final requirements of event.
Water/Fire Hydrant		Contact the Fire Department.	Applicant must supply their own means of disposal for all sanitary waste water. Waste water is NOT allowed to be poured into the street or on the grass.
Audio System		\$200.00 per day	Must meet with City representative.
Meter Bags / Traffic Cones / Barricades	# to be determined by the Police Department.		

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

TYPE	QUANTITY	SIZE
Tents/Canopies/Awnings (A permit is required for tents over 120 sq ft)	3-4 tents	8' x 8'
Portable Toilets		
Rides		
Displays		
Vendors		
Temporary Structure (must attach a photo)		
Other (describe)		

SIGNATURE OF APPLICANT REQUIRED

EVENT NAME HDSA Yoga in the Park

EVENT DATE June 27, 2020

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

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


Signature

12-11-19
Date

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

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



Huntington's Disease
Society of America



Michigan CHAPTER

HOLD HARMLESS AGREEMENT

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

Applicant's Signature

12-11-19

Date

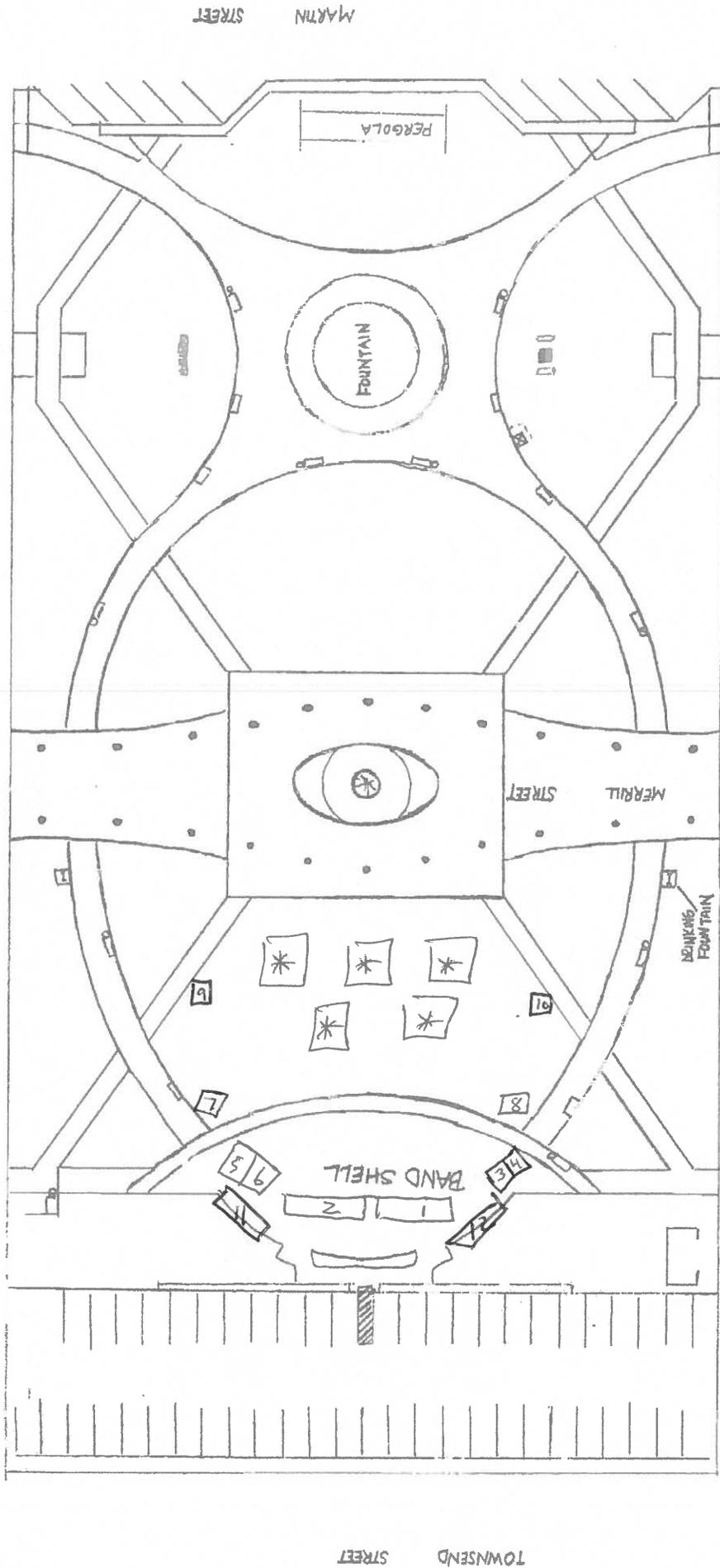


Description of Beneficiary

Huntington's disease (HD) is a fatal genetic disorder that causes the progressive breakdown of nerve cells in the brain. It deteriorates a person's physical and mental abilities during their prime working years and has no cure. HD is known as the quintessential family disease because every child of a parent with HD has a 50/50 chance of carrying the faulty gene. Today, there are approximately 30,000 symptomatic Americans and more than 200,000 at-risk of inheriting the disease.

Because HD affects far less Americans than cancer or heart disease, it doesn't get the level of media attention or funding than other more well-known diseases. HDSA is a national organization focused on raising awareness, providing advocacy, and seeking cures for this relatively unknown neurological condition.

All net proceeds from this event, estimated to be \$10,000, will be deposited into the Michigan Chapter general fund, along with other donations and net proceeds from other events held by the Chapter. All funds are spent supporting programs that aid Michigan families dealing with this disease.



- 1 - Registration
- 2 - Info Table
- 3, 4, 5, 6 - Sponsor Tables
- 7-8 - Speakers
- * - Yoga students
- 9-10 - Trash
- 11-12 - Signs

MAYN STREET

PERGOLA

FOUNTAIN

MERRILL STREET

DRINKING FOUNTAIN

BAND SHELL

HENRIETTA STREET

TOWNSEND STREET

2019 Poster
+
Sign



YOGA
in the park 6-22-19



DEPARTMENT APPROVALS

EVENT NAME **YOGA IN THE PARK**

LICENSE NUMBER **#20-00011715**

COMMISSION HEARING DATE: **JAN. 27. 2020**

NOTE TO STAFF: Please submit approval by **12/20/19**

DATE OF EVENT: **JUNE 27, 2020**

DEPARTMENT	APPROVED	COMMENTS	PERMITS REQUIRED (Must be obtained directly from individual departments)	ESTIMATED COSTS (Must be paid two weeks prior to the event. License will not be issued if unpaid.)	ACTUAL COSTS (Event will be invoiced by the Clerk's office after the event)
PLANNING 101-000.000-634.0005 248.530.1855	TBC	No Cost No Comment			
BUILDING 101-000.000.634.0005 248.530.1850	MJM	No Building Department involvement		\$0	
FIRE 101-000.000-634.0004 248.530.1900	JMC			\$0	
POLICE 101-000.000.634.0003 248.530.1870	SG	On duty personnel to provide extra patrol.		\$0	\$0
PUBLIC SERVICES 101-000.000-634.0002 248.530.1642	Carrie Laird 12/11/2019	The department will make arrangements with representative to deliver trash receptacles.		\$25	
ENGINEERING 101-000.000.634.0002 248.530.1839	A.F.	Applicant should be aware that Maple Road will be under construction.	None	\$0	\$0
SP+ PARKING					

INSURANCE 248.530.1807		Need to submit Col, Hold Harmless Agreement	None	\$0	\$0
CLERK 101-000.000-614.0000 248.530.1803	CA	Notification letters mailed by applicant on 1/8/20. Notification addresses on file in the Clerk's Office. Evidence of required insurance must be on file with the Clerk's Office no later than 6/12/20.	Applications for vendors license must be submitted no later than 6/12/2020	\$165 pd	
				TOTAL DEPOSIT REQUIRED \$25.00	ACTUAL COST

FOR CLERK'S OFFICE USE

Deposit paid _____

Actual Cost _____

Due/Refund _____

Rev. 1/22/20

h:\shared\special events\general information\approval page.doc



MEMORANDUM

Clerk's Office

DATE: January 23, 2020
TO: Joseph A. Valentine, City Manager
FROM: Cheryl Arft, Acting City Clerk
SUBJECT: 2020 Farmers Market

INTRODUCTION:

The Birmingham Shopping District has submitted a Special Event application to hold the 2020 Farmers Market season beginning Sunday, May 3rd through Sunday, October 25th. Set-up for each event is scheduled for Sundays from 7:00-9:00 AM. The market opens at 9:00 AM and ends at 2:00 PM. Tear-down hours are 2:00-3:30 PM each Sunday.

BACKGROUND:

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

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

Art Birmingham	Friday, May 8- Sunday, May 10	Shain Park
Birmingham Parade & Party	Sunday, May 17	Shain Park and Old Woodward, Brown, Pierce, Bates
Memorial Day Service	Monday, May 25	Shain Park
Lungevity Foundation 5K walk	Sunday, June 7	Booth Park
In the Park concerts	June 12-August 12	Shain Park
Movies in Booth Park	June 12, July 17, August 21	Booth Park
Yoga in the Park	Saturday, June 27	Shain Park
Birmingham Cruise	Saturday August 15	Downtown streets

LEGAL REVIEW:

n/a

FISCAL IMPACT:

n/a

SUMMARY

The City Commission is being asked to approve the 2020 Farmers Market season to be held May 3rd, 2020 from 9:00 AM to 2:00 PM to October 25th, 2020 with set-up to begin at 7:00 AM on Sundays. Tear-down will begin at the conclusion of each event at 2:00 PM-3:30 PM.

ATTACHMENTS:

1. Special Event application
2. Notification letter with map of event area distributed to residents/businesses within 300 feet of the event area on January 13, 2020. Notification addresses are on file in the Clerk's Office
3. Certificate of Insurance
4. Department Approval page with comments and estimated costs

SUGGESTED RESOLUTION:

To approve a request from the Birmingham Shopping District to hold the 2020 Farmers Market season beginning Sunday, May 3rd, 2020 to October 25th, 2020 contingent upon compliance with all permit and insurance requirements and payment of all fees and, further, pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event.

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

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

Police Department acknowledgement: _____ 

I. EVENT DETAILS

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

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

(Please print clearly or type)

Date of Application January 13, 2020

Name of Event Birmingham Farmers Market

Detailed Description of Event (attach additional sheet if necessary) _____
18th annual event held on Sundays weekly from May through October

Location Municipal Parking Lot #6 on N. Old Woodward

Date(s) of Event Sundays, May 3, 2020-October 25, 2020 Hours of Event 9 a.m. - 2 p.m.

Date(s) of Set-up day of event Hours of Set-up 7-9 a.m.

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

Date(s) of Tear-down day of event Hours of Tear-down 2-3:30 p.m.

Organization Sponsoring Event Birmingham Shopping District

Organization Address 151 Martin St., Birmingham, MI 48009

Organization Phone 248-530-1200

Contact Person Jaimi Brook

Contact Phone 248-530-1254

Contact Email jbrook@bhamgov.org

9. Will staff be provided to assist with safety, security and maintenance? YES NO
If yes, please provide number of staff to be provided and any specialized training received.

Describe BSD event staff will be on site during the event as well as community volunteers

10. Will the event require safety personnel (police, fire, paramedics)? YES NO Type text here
(Police Department acknowledgement prior to submission of application is required.) (initial here) 

Describe _____

11. Will alcoholic beverages be served? YES NO
If yes, additional approval by the City Commission is required, as well as the Michigan Liquor Control Commission.

12. Will music be provided? YES NO
 Live Amplification Recorded _____ Loudspeakers

Time music will begin 9:30 a.m.

Time music will end 2 p.m.

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

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

Number of signs/banners 1

Size of signs/banners 20'x4' sign on south end of parking lot

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

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

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

LIST OF VENDORS/PEDDLERS

(attach additional sheet if necessary)

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

III. EVENT LAYOUT

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

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

EQUIPMENT	QUANTITY	COST	NOTES
Picnic Tables		6 for \$200.00	A request for more than six tables will be evaluated based on availability.
Trash Receptacles		\$4.00 each	Trash box placement and removal of trash is the responsibility of the event. Additional cost could occur if DPS is to perform this work.
Dumpsters		\$250.00 per day	Includes emptying the dumpster one time per day. The City may determine the need for additional dumpsters based on event requirements.
Utilities (electric)	___ # of vendors requiring utilities	Varies	Charges according to final requirements of event.
Water/Fire Hydrant		Contact the Fire Department.	Applicant must supply their own means of disposal for all sanitary waste water. Waste water is NOT allowed to be poured into the street or on the grass.
Audio System		\$200.00 per day	Must meet with City representative.
Meter Bags / Traffic Cones / Barricades	# to be determined by the Police Department.		

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

TYPE	QUANTITY	SIZE
Tents/Canopies/Awnings (A permit is required for tents over 120 sq ft)	1-70	10'x10' and 10'x20'
Portable Toilets	2	1 reg/1 handicap
Rides		
Displays		
Vendors	1-70	
Temporary Structure (must attach a photo)		
Other (describe)		

SIGNATURE OF APPLICANT REQUIRED

EVENT NAME Birmingham Farmers Market

EVENT DATE Sundays, May 3, 2020-October 25, 2020

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

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

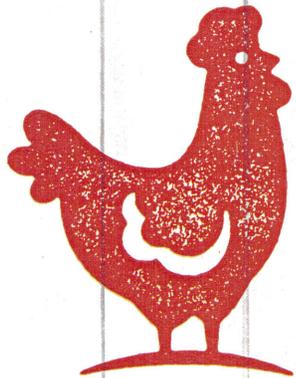

Signature

1/10/2020
Date

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

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

Sample
Farmers Market
Signage
(left side)



BIRMINGHAM



**FARMERS
MARKET**



**SUNDAYS
9 A.M.-2 P.M.**

MAY 5th -
OCT 27th -

3rd
25th

(right side)

OPENING DAY

SUN, MAY ~~5~~ 3

CHEF CLASH

SUN, JUNE ~~23~~ 21

CORN FESTIVAL

SUN, AUG ~~11~~ 9

HARVEST FEST

SUN, SEPT ~~15~~ 13

**END OF SEASON
CELEBRATION**

SUN, OCT ~~27~~ 25

660 N. OLD WOODWARD

SPONSORS

BANK OF ANN ARBOR
BLOOMFIELD HILLS DENTAL ASSOCIATES
CARUSO CARUSO • CIBC
FOREST AND PHOENICIA RESTAURANT
LUIGI BRUNI
LUXE BAR & GRILL AND SALVATORE SCALLOPINI
NAJOR COMPANIES
POWER HOME REMODELING • PRIMI PIATTI
RENEWAL BY ANDERSON
C&G NEWSPAPERS • DOWNTOWN PUBLICATIONS • GSTV
THE DETROIT JEWISH NEWS • OAKLAND COUNTY MOMS



michigan municipal league

Liability & Property Pool

CERTIFICATE OF COVERAGE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED AS LISTED BELOW.

Name and Address of Participant:

City of Birmingham
151 Martin St., PO Box 3001
Birmingham, MI 48012-3001

Coverage Afforded:

Michigan Municipal League Liability and Property Pool
1675 Green Road
Ann Arbor, MI 48105-2530

Name and Address of Service Provider:

Meadowbrook, Inc.
P.O. Box 2054
Southfield, MI 48037-2054

This is to certify that the coverage listed below has been issued to the participant named above and is in-force at this time. 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 coverage afforded herein is subject to all the terms, exclusions and conditions of the Pool contract.

Coverage	Contract Number	Expiration Date	Limits of Liability
<u>General Liability</u>	MML001444018	7/1/2020	\$10,000,000 Bodily Injury & Property Damage Combined Single Limit
<u>Automobile Liability</u>			
<u>Other</u>			

Description of Operations/Locations/Vehicles:

Certificate Holder Additional Insured solely with respect to: Services provided on behalf of the City of Birmingham.

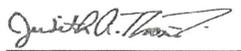
RECEIVED JUN 20 2019

CANCELLATION: Should any of the above described coverages be canceled before the expiration date thereof, the administrator will endeavor to mail 60 days' written notice to the certificate holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the Pool.

Name and Address of Certificate Holder:

Birmingham Principal Shopping District
151 Martin St.
Birmingham, MI 48009

Date Issued: 6/18/2019

By: 
Authorized Representative

Birmingham PSD
151 Martin Street
Birmingham, MI 48009

1925177028
CHRISTOPHER BIDLAKE
139 WIMBLETON DR
BIRMINGHAM, MI 48009



Birmingham PSD
151 Martin Street
Birmingham, MI 48009

1925177028
CHRISTOPHER BIDLAKE
139 WIMBLETON DR
BIRMINGHAM, MI 48009



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Birmingham PSD
151 Martin Street
Birmingham, MI 48009

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139 WIMBLETON DR
BIRMINGHAM, MI 48009



January 13, 2020

TO: Birmingham Property Owner

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

NAME OF EVENT: **Birmingham Farmers Market**
LOCATION: **Parking Lot #6 on N. Old Woodward**
DATES/TIMES: **Sundays only, May 3 – October 25, 2020, 9:00 am – 2:00 pm**

BRIEF DESCRIPTION OF EVENT/ACTIVITY:
The market offers a hometown experience that's fun for all ages, with fresh prepared foods, live music, a children's craft area and more. Throughout the season more than 70 booths feature a diverse array of Michigan-grown produce including vegetables, fruits, flowers and garden plants, plus baked goods, hand-crafted items, soaps and decorative items.

HOURS OF SET-UP **7:00 am to 9:00 am** HOURS OF TEAR-DOWN **2:00 pm to 3:30 pm**

DATE OF CITY COMMISSION MEETING: **Monday, January 27, 2020**

The City Commission meets in room 205 of the Municipal Building at 151 Martin at 7:30 p.m. A complete copy of the application to hold this special event is available for your review at the city clerk's office (248/530-1880). Log on to www.bhamgov.org/events for a complete list of special events.

EVENT ORGANIZER: **Birmingham Shopping District**
ADDRESS: **151 Martin Street, Birmingham, MI 48009**
PHONE: **248-530-1254 day of cell—248-508-5518**

January 13, 2020

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EVENT ORGANIZER: **Birmingham Shopping District**
ADDRESS: **151 Martin Street, Birmingham, MI 48009**
PHONE: **248-530-1254 day of cell—248-508-5518**

DEPARTMENT APPROVALS

EVENT NAME: FARMERS MARKET

LICENSE NUMBER #20-00011730

COMMISSION HEARING DATE: 1/27/2020

NOTE TO STAFF: Please submit approval by **JAN. 21, 2020**

DATE OF EVENT: 5/3 – 10/25/2020

DEPARTMENT	APPROVED	COMMENTS	PERMITS REQUIRED (Must be obtained directly from individual departments)	ESTIMATED COSTS (Must be paid two weeks prior to the event. License will not be issued if unpaid.)	ACTUAL COSTS (Event will be invoiced by the Clerk's office after the event)
PLANNING 101-000.000-634.0005 248.530.1855	TBC	No Cost No Comment			
BUILDING 101-000.000.634.0005 248.530.1850	MJM	All Tents must be properly weighted down.		\$885.92	
FIRE 101-000.000-634.0004 248.530.1900	JMC	<ol style="list-style-type: none"> 1. No Smoking in any tents or canopy. Signs to be posted. 2. All tents and Canopies must be flame resistant with certificate on site. 3. No open flame or devices emitting flame, fire or heat in any tents. Cooking devices shall not be permitted within 20 feet of the tents. 4. Tents and Canopies must be properly anchored for the weather conditions, no stakes allowed. 5. Clear Fire Department access of 12 foot aisles must be maintained, no tents, canopies or other obstructions in the access 		\$0	

aisle unless approved by the Fire Marshal.

6. Pre-event site inspection required.
7. A prescheduled inspection is required for food vendors through the Bldg. dept. prior to opening.
8. All food vendors are required to have an approved 5lbs. multi-purpose (ABC) fire extinguisher on site and accessible.
9. Cords, hoses, etc. shall be matted to prevent trip hazards.
10. Exits must be clearly marked in tents/structures with an occupant load over 50 people.
11. Paramedics will respond from the fire station as needed. Dial 911 for fire/rescue/medical emergencies.
12. A permit is required for Fire hydrant usage.
13. Do Not obstruct fire hydrants or fire sprinkler connections on buildings.
14. Provide protective barriers between hot surfaces and the public.
15. All cooking hood systems that capture grease laden vapors must have an approved suppression system and a K fire extinguisher in addition to the ABC Extinguisher.
16. Suppression systems shall be inspected, tested, and properly tagged prior to the event. All Sprinkler heads shall be of the 155 degree Quick Response type unless serving an area of high heat and approved by the Fire

		Marshal. The suppression system shall have a continuous water supply as well as a secondary back up supply. Activation of the suppression system will shut down the ride and cause illumination of the exits.			
POLICE 101-000.000.634.0003 248.530.1870	SG	Barricades, on duty personnel will provide extra patrol.		\$500	\$500
PUBLIC SERVICES 101-000.000-634.0002 248.530.1642	Carrie Laird 1/17/2020			\$6,000	
ENGINEERING 101-000.000.634.0002 248.530.1839	A.F.	No pavement damage to anchor tents or other fixtures. Maintain 5' clear pedestrian walkway on sidewalks.	None	\$0	\$0
SP+ PARKING					
INSURANCE 248.530.1807	CA	BSD EVENT	None	\$0	\$0
CLERK 101-000.000-614.0000 248.530.1803		Notification letters mailed by applicant pm1/13/2020. Notification addresses on file in the Clerk's Office. Evidence of required insurance must be on file with the Clerk's Office no later than N/A.	Applications for vendors license must be submitted no later than N/A.	\$165	
				TOTAL DEPOSIT REQUIRED	ACTUAL COST
				\$7,547.92	

FOR CLERK'S OFFICE USE

Deposit paid

Rev. 1/22/20

h:\shared\special events\general information\approval page.doc



MEMORANDUM

Clerk's Office

DATE: January 23, 2020
TO: Joseph A. Valentine, City Manager
FROM: Cheryl Arft, Acting City Clerk
SUBJECT: Special Event - 2020 Day on the Town

INTRODUCTION:

The Birmingham Shopping District has submitted a Special Event application to hold the 2020 Day on the Town event on Saturday, July 25th, 2020. Set-up for the event is scheduled for Friday, July 25th from 7 AM- 9 AM. Event hours are 9 AM to 6 PM. Tear-down is scheduled to begin at the completion of the event until 8 PM.

BSD has provided both a Plan A (if Maple Rd. construction is not complete), and Plan B (if complete). The attached maps show the planned areas and street usage for your review.

BACKGROUND:

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

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

Movies in Booth Park	July 17	Booth Park
Farmers Market	Sundays in July	Parking Lot #6
In the Park concerts	July 1, 8, 15, 22, 29	Shain Park

LEGAL REVIEW:

n/a

FISCAL IMPACT:

n/a

SUMMARY

The City Commission is being asked to approve a special event permit for the 2020 Day on the Town event to be held July 25, 2020 from 9:00 AM to 6:00 PM with set-up to begin at 7:00 AM-9:00 AM. Tear-down is scheduled to begin at the conclusion of the

event until 8:00 PM.

ATTACHMENTS:

1. Special Event application
2. Notification letter with map of event area distributed to residents/businesses within 300 feet of the event area on January 13, 2020. Notification addresses are on file in the Clerk's Office
3. Certificate of Insurance
4. Department Approval page with comments and estimated costs

SUGGESTED RESOLUTION:

To approve a request from the Birmingham Shopping District to hold the 2020 Day on the Town special event on Saturday, July 25, 2020, using either Plan A or Plan B dependent on Maple Rd. construction as submitted in the application, and contingent upon compliance with all permit and insurance requirements and payment of all fees and, further, pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event.

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

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

Police Department acknowledgement: _____ 

I. EVENT DETAILS

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

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

(Please print clearly or type)

Date of Application January 13, 2020

Name of Event Day on the Town

Detailed Description of Event (attach additional sheet if necessary) _____

This all day shopping event in the heart of downtown Birmingham has proven to be the largest sale day of the year for many of the local merchants. The event will also include family freindly activities

Location Old Woodward, Maple, Merrill, Pierce

Date(s) of Event July 25, 2020 Hours of Event 9 a.m. - 6 p.m.

Date(s) of Set-up day of event Hours of Set-up 7-9 a.m.

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

Date(s) of Tear-down day of event Hours of Tear-down 6-8 p.m.

Organization Sponsoring Event Birmingham Shopping District

Organization Address 151 Martin St., Birmingham, MI 48009

Organization Phone 248-530-1200

Contact Person Jaimi Brook

Contact Phone 248-530-1254 cell - 248-508-5518

Contact Email jbrook@bhamgov.org

II. EVENT INFORMATION

1. Organization Type city - Birmingham Shopping District
(city, non-profit, community group, etc.)

2. Additional Sponsors or Participants (Provide name, address, contact person, status, etc. for all additional organizations sponsoring your event.) TBD

3. Is the event a fundraiser? YES NO

List beneficiary _____

List expected income _____

Attach information about the beneficiary.

4. First time event in Birmingham? YES NO

If no, describe This is an annual event

5. Total number of people expected to attend per day 10,000-15,000

6. The event will be held on the following City property: (Please list)

Street(s) Old Woodward, Maple, Merrill, Pierce (see attached maps showing Plan A - if construction is not complete and Plan B - if it is complete

Sidewalk(s) N. Old Woodward & S. Old Woodward - see detailed explanation & map

Park(s) _____

7. Will street closures be required? YES NO

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

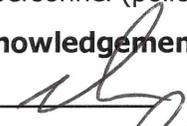
8. What parking arrangements will be necessary to accommodate attendance? We would like to offer free parking in all structures and at meters from 9a.m.-7 p.m. - pending staff approval

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

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

Describe BSD event staff will be on-site throughout the event

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

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

Describe on call status

Police officers will be required.

11. Will alcoholic beverages be served? YES NO

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

12. Will music be provided? YES NO

X Live X Amplification X Recorded X Loudspeakers

Time music will begin 9 a.m.

Time music will end 6 p.m.

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

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

Number of signs/banners 2 banners

Size of signs/banners 14' x 5' (sample attached)

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

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

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

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

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

III. EVENT LAYOUT

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

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

EQUIPMENT	QUANTITY	COST	NOTES
Picnic Tables		6 for \$200.00	A request for more than six tables will be evaluated based on availability.
Trash Receptacles		\$4.00 each	Trash box placement and removal of trash is the responsibility of the event. Additional cost could occur if DPS is to perform this work.
Dumpsters		\$250.00 per day	Includes emptying the dumpster one time per day. The City may determine the need for additional dumpsters based on event requirements.
Utilities (electric)	___ # of vendors requiring utilities	Varies	Charges according to final requirements of event.
Water/Fire Hydrant		Contact the Fire Department.	Applicant must supply their own means of disposal for all sanitary waste water. Waste water is NOT allowed to be poured into the street or on the grass.
Audio System		\$200.00 per day	Must meet with City representative.
Meter Bags / Traffic Cones / Barricades	# to be determined by the Police Department.		

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

TYPE	QUANTITY	SIZE
Tents/Canopies/Awnings (A permit is required for tents over 120 sq ft)	65	10'x10'
Portable Toilets	12	7 reg & 5 handicap
Rides		
Displays	TBD	
Vendors	TBD	
Temporary Structure (must attach a photo)		
Other (describe)		

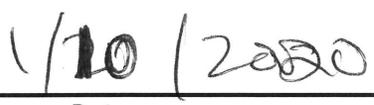
SIGNATURE OF APPLICANT REQUIRED

EVENT NAME Day on the Town

EVENT DATE July 25, 2020

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

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

Signature Date

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

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

DAY ON THE TOWN 2020 EVENT FOOTPRINT

Day on the Town

July 25, 2020

Event Area A – (green) streets closed, tents in streets

PLAN A – construction not complete

Maple from Pierce to 225 E. Maple (area not under construction)

Old Woodward from Brown to Willits

Pierce from W. Maple to Merrill

Merrill from Pierce to S. Old Woodward

PLAN B – construction complete

Maple from Bates to Peabody

Old Woodward from Brown to Willits

Hamilton from N. Old Woodward to Ferndale

Pierce from W. Maple to Merrill

Merrill from Pierce to S. Old Woodward

Event Area B – (yellow) streets open, tents on sidewalk/right of way leaving walking path at least 5 feet wide

N. Old Woodward from 526 N. Old Woodward (Antonio's Bridal Salon) to 588 N. Old Woodward (Birmingham Wine)

Event Area C – (pink) streets open, only tables on sidewalks leaving walking path at least 5 feet wide

S. Old Woodward from Brown to Lincoln

N. Old Woodward from Oak to 474 N. Old Woodward (Market North End)

Day on the Town 2020

Plan A
(construction not complete)

Birmingham Principal Shopping District

Key:
 Yellow - only tents on sidewalk 5ft path
 Pink - only tables on sidewalk 5ft path
 Green - streets closed for tents



**2 HOURS FREE
PARKING IN
ALL CITY DECKS**

1. Chester Street
2. N. Old Woodward
3. Park Street
4. Peabody Street
5. Pierce Street

248-530-1200

www.enjoybirmingham.com

Birmingham
IT ALL STARTS HERE

Day on the Town 2020

Plan B

Life construction is complete

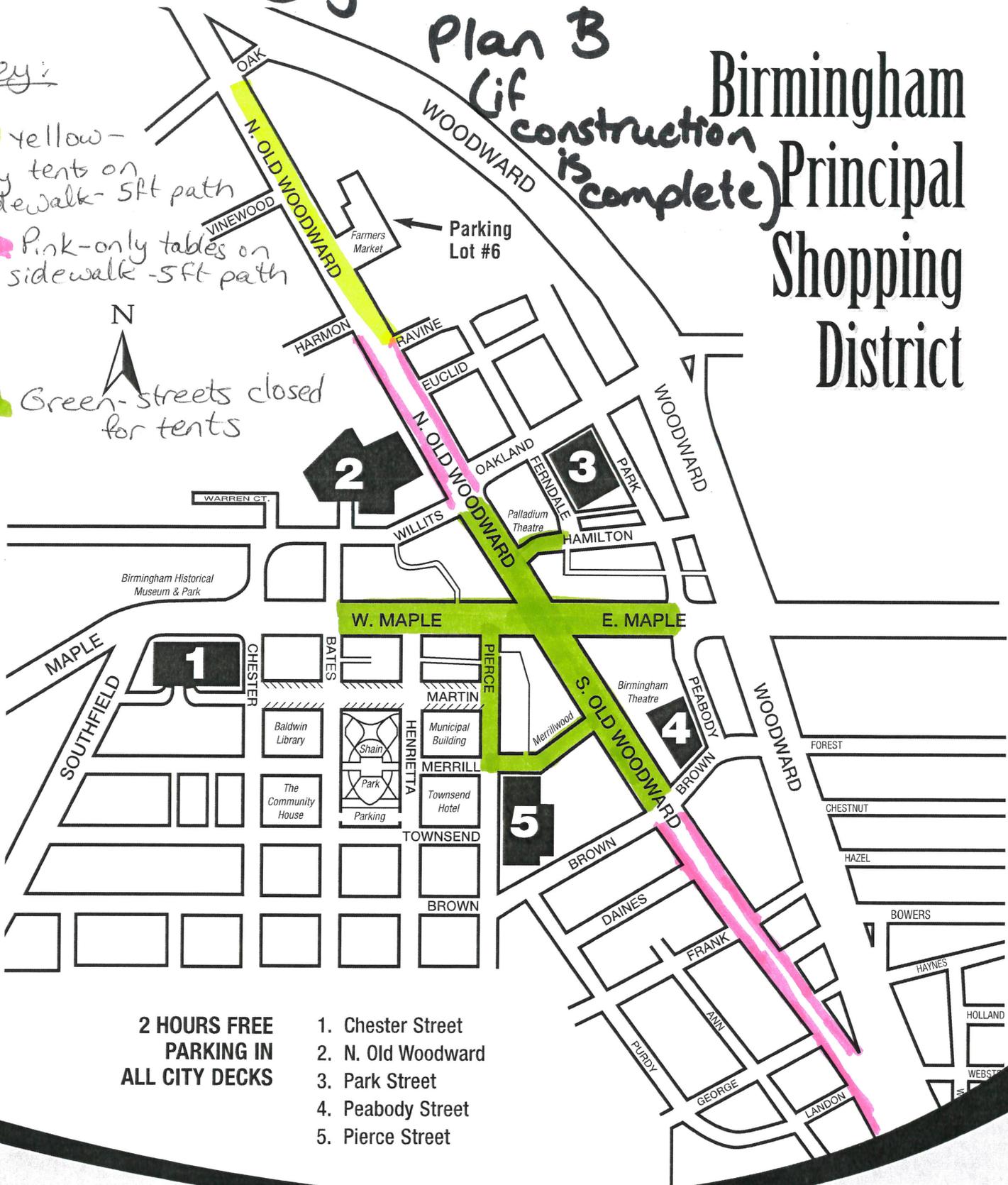
Birmingham Principal Shopping District

Key:

Yellow - only tents on sidewalk - 5ft path

Pink - only tables on sidewalk - 5ft path

Green - streets closed for tents



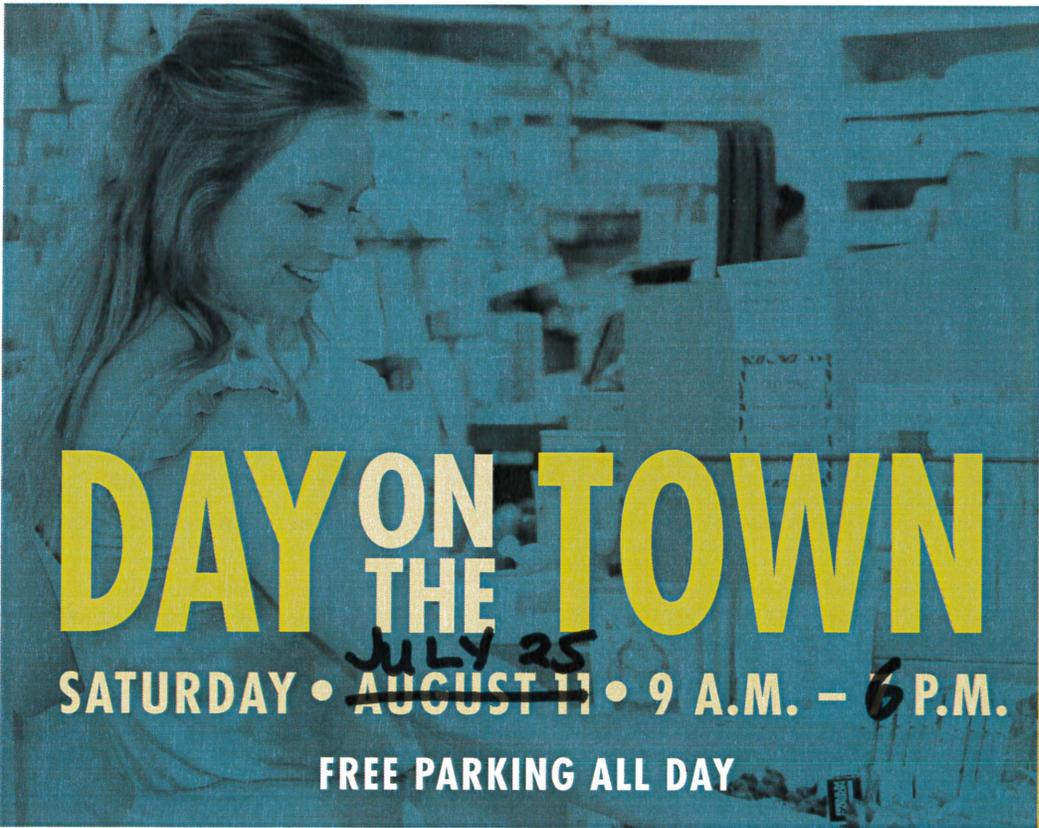
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5. Pierce Street

248-530-1200

www.enjoybirmingham.com

Birmingham
IT ALL STARTS HERE



DAY ON THE TOWN

SATURDAY • ~~AUGUST 11~~ ^{JULY 25} • 9 A.M. – 6 P.M.

FREE PARKING ALL DAY

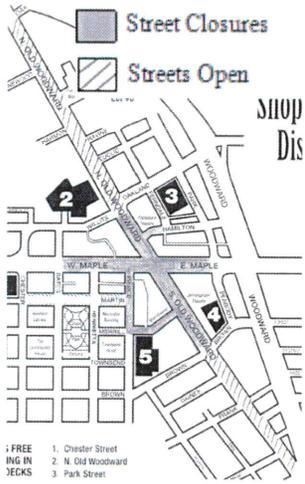
WHEN UPSCALE GOES ON SALE

WWW.ALLINBIRMINGHAM.COM

 BIRMINGHAM SHOPPING DISTRICT

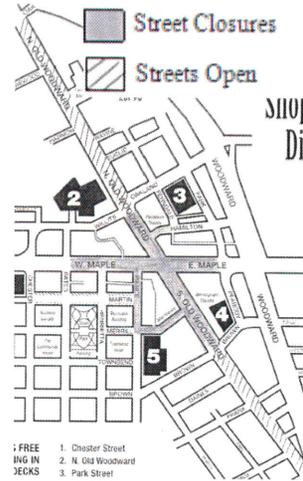
  @BHAMSHOPPING

BSD
151 Martin Street
Birmingham, MI 48009



1925378009
KAY BAUM ASSOCIATES
16826 KERCHEVAL PL
GROSSE PTE, MI 48230

BSD
151 Martin Street
Birmingham, MI 48009



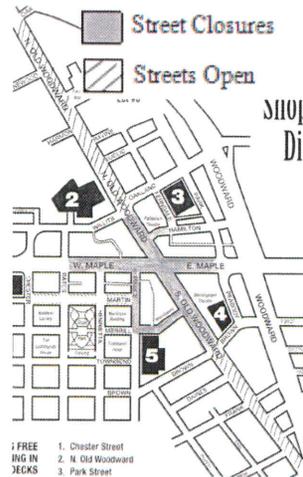
1925378010
LEVINSON-LEVIN PROPERTIES LLC
22519 FIDDLERS COVE RD
BEVERLY HILLS, MI 48025

BSD
151 Martin Street
Birmingham, MI 48009



1925378012
RICHARD ASTREIN
120 W MAPLE RD
BIRMINGHAM, MI 48009

BSD
151 Martin Street
Birmingham, MI 48009



1925378014
OLD WOODWARD INVESTMENT LLC
28545 ORCHARD LAKE RD STE B
FARMINGTON HILLS, MI 48334

NOTIFICATION

DATE: January 13, 2020

TO: Downtown Birmingham Business/Property Owner

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NAME OF EVENT: Day On The Town

LOCATION: Old Woodward from Oakland/Willits to Brown
Hamilton from Old Woodward to Ferndale
Pierce from Maple to Merrill; Merrill from Pierce to Old Woodward
Maple from Bates to Peabody
526 N. Old Woodward to 588 N. Old Woodward (no street closures)
S. Old Woodward from Brown to Lincoln (no street closures)
N. Old Woodward from Oak to 474 N. Old Woodward (no street closures)

DATES/TIMES: Saturday, July 25, 2020 from 9 a.m. until 6 p.m.**DATE/TIME OF CITY COMMISSION MEETING:** Monday, January 27, 2020 at 7:30 p.m.

The City Commission meets in room 205 of the Municipal Building at 151 Martin. A complete copy of the application to hold this special event is available for your review at the City Clerk's office 248-530-1880. To receive updates on special events held in the city log on to www.bhamgov.org/enotify.

EVENT ORGANIZER: Birmingham Shopping District
ADDRESS: 151 Martin
PHONE: 248-530-1200

For questions on day of event, contact BSD Operations & Events Manager, Jaimi Brook at 248-508-5518

NOTIFICATION

DATE: January 13, 2020

TO: Downtown Birmingham Business/Property Owner

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

NAME OF EVENT: Day On The Town

LOCATION: Old Woodward from Oakland/Willits to Brown
Hamilton from Old Woodward to Ferndale
Pierce from Maple to Merrill; Merrill from Pierce to Old Woodward
Maple from Bates to Peabody
526 N. Old Woodward to 588 N. Old Woodward (no street closures)
S. Old Woodward from Brown to Lincoln (no street closures)
N. Old Woodward from Oak to 474 N. Old Woodward (no street closures)

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PHONE: 248-530-1200

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DEPARTMENT APPROVALS

EVENT NAME: DAY ON THE TOWN

LICENSE NUMBER #20-00011729

COMMISSION HEARING DATE: 1/27/2020

NOTE TO STAFF: Please submit approval by **JAN. 21, 2020**

DATE OF EVENT: 7/25/2020

DEPARTMENT	APPROVED	COMMENTS	PERMITS REQUIRED (Must be obtained directly from individual departments)	ESTIMATED COSTS (Must be paid two weeks prior to the event. License will not be issued if unpaid.)	ACTUAL COSTS (Event will be invoiced by the Clerk's office after the event)
PLANNING 101-000.000-634.0005 248.530.1855	TBC	No Cost No Comment			
BUILDING 101-000.000.634.0005 248.530.1850	MJM	<ol style="list-style-type: none"> 1. All exits, exit accesses, and exit discharges must be maintained 2. Tents that require permits need a tent layout plan for review 3. All tents are required to have flame certification 4. Tents and canopies must be stabilized with weights 5. Electrical cords or water lines must be taped or matted to prevent trip hazards 	Tents 400sqft and over require a permit	\$166.11	
FIRE 101-000.000-634.0004 248.530.1900	JMC	<ol style="list-style-type: none"> 1. No Smoking in any tents or canopy. Signs to be posted. 2. All tents and Canopies must be flame resistant with certificate on site. 3. No open flame or devices emitting flame, fire or heat in any tents. Cooking devices shall not be permitted within 20 feet of the tents. 4. Tents and Canopies must be properly anchored for the 		\$45	

weather conditions, no stakes allowed.

5. Clear Fire Department access of 12 foot aisles must be maintained, no tents, canopies or other obstructions in the access aisle unless approved by the Fire Marshal.

6. Pre-event site inspection required.

7. A prescheduled inspection is required for food vendors through the Bldg. dept. prior to opening.

8. All food vendors are required to have an approved 5lbs. multi-purpose (ABC) fire extinguisher on site and accessible.

9. Cords, hoses, etc. shall be matted to prevent trip hazards.

10. Exits must be clearly marked in tents/structures with an occupant load over 50 people.

11. Paramedics will respond from the fire station as needed. Dial 911 for fire/rescue/medical emergencies.

12. A permit is required for Fire hydrant usage.

13. Do Not obstruct fire hydrants or fire sprinkler connections on buildings.

14. Provide protective barriers between hot surfaces and the public.

15. All cooking hood systems that capture grease laden vapors must have an approved suppression system and a K fire extinguisher in addition to the ABC Extinguisher.

		16. Suppression systems shall be inspected, tested, and properly tagged prior to the event. All Sprinkler heads shall be of the 155 degree Quick Response type unless serving an area of high heat and approved by the Fire Marshal. The suppression system shall have a continuous water supply as well as a secondary back up supply. Activation of the suppression system will shut down the ride and cause illumination of the exits.			
POLICE 101-000.000.634.0003 248.530.1870	SG	Personnel and barricades		\$1300	
PUBLIC SERVICES 101-000.000-634.0002 248.530.1642	Carrie Laird 1/17/2020	Set up and Clean up costs including Barricades. ADDITIONAL COST COULD OCCUR IF TRASH IS NEEDED TO BE PICKED UP AFTER THE EVENT		\$3,000	
ENGINEERING 101-000.000.634.0002 248.530.1839	A.F.	All stores must maintain 5' clear pedestrian pathway on the sidewalks. No damage to pavements allowed for tents, tables, shelters, etc.	None	0	0
SP+ PARKING					
INSURANCE 248.530.1807	CA	BSD EVENT	None	\$0	\$0
CLERK 101-000.000-614.0000 248.530.1803		Notification letters mailed by applicant pm1/13/2020. Notification addresses on file in the Clerk's Office. Evidence of required insurance must be on file with the Clerk's Office no later than 6/1/2020.	Applications for vendors license must be submitted no later than 6/1/2020.	\$165	

				TOTAL DEPOSIT REQUIRED \$4,676.11	ACTUAL COST
--	--	--	--	--	------------------------

FOR CLERK'S OFFICE USE

Deposit paid _____

Actual Cost _____

Due/Refund _____

Rev. 1/23/20

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MEMORANDUM

Clerk's Office

DATE: January 22, 2020
TO: Joseph A. Valentine, City Manager
FROM: Cheryl Arft, Acting City Clerk
SUBJECT: Special Event: 2020 Birmingham Cruise

INTRODUCTION:

The Birmingham Shopping District (BSD) has submitted a Special Event application to hold the 2020 Birmingham Cruise event on Saturday, August 15th, 2020. Set-up for the event is scheduled to begin at noon on Wednesday, August 12th on Haynes St. between Old Woodward and Woodward only, and on Friday, August 14th beginning at 7 AM. Event hours are 9 AM to 5 PM. Tear-down is scheduled for Sunday, August 15th to be completed by 8 PM.

BACKGROUND:

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

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

Movies in Booth Park	August 21	Booth Park
Farmers Market	Sundays in August	Parking Lot #6

LEGAL REVIEW:

n/a

FISCAL IMPACT:

n/a

SUMMARY

The City Commission is being asked to approve the 2020 Birmingham Cruise special event, to be held August 15, 2020 from 9:00 AM to 5:00 PM with set-up to begin on Wednesday, August 12 on Haynes between Old Woodward and Woodward, and remaining set up on Friday, August 14 beginning at 7:00 AM. Tear-down is scheduled for Saturday, August 15 to be completed at 8 PM.

ATTACHMENTS:

1. Special Event application
2. Notification letter with map of event area distributed to residents/businesses within 300 feet of the event area on January 13, 2020. Notification addresses are on file in the Clerk's Office
3. Certificate of Insurance
4. Department Approval page with comments and estimated costs

SUGGESTED RESOLUTION:

To approve a request from the Birmingham Shopping District to hold the 2020 Birmingham Cruise special event, on Saturday, August 15, 2020 contingent upon compliance with all permit and insurance requirements and payment of all fees and, further, pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event.

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

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

Police Department acknowledgement: _____ 

I. EVENT DETAILS

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

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

(Please print clearly or type)

Date of Application January 13, 2020

Name of Event Birmingham Cruise Event

Detailed Description of Event (attach additional sheet if necessary) _____

Car show and cruise with related activities and entertainment

*set-up will begin at noon on Wed. August 12th on Haynes St. between Old Woodward and Woodward only

Location Old Woodward from Maple to Lincoln with adjacent street selections - see attached map

Date(s) of Event Sat. August 15, 2020 Hours of Event 9 a.m. - 5 p.m.

Date(s) of Set-up Fri. August 14, 2020* Hours of Set-up beginning 7a.m.

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

Date(s) of Tear-down day of event Hours of Tear-down 6-8 p.m.

Organization Sponsoring Event Birmingham Shopping District

Organization Address 151 Martin St., Birmingham, MI 48009

Organization Phone 248-530-1200

Contact Person Jaimi Brook

Contact Phone 248-530-1254 cell - 248-508-5518

Contact Email jbrook@bhamgov.org

II. EVENT INFORMATION

1. Organization Type city - Birmingham Shopping District
(city, non-profit, community group, etc.)

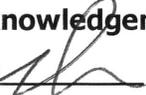
2. Additional Sponsors or Participants (Provide name, address, contact person, status, etc. for all additional organizations sponsoring your event.) Chevy, WXYZ, WOMC, others TBD

3. Is the event a fundraiser? YES NO
List beneficiary Not for BSD, but local nonprofits & school groups are offered the opportunity to sell products
List expected income \$1,000+
Attach information about the beneficiary.

4. First time event in Birmingham? YES NO
If no, describe This is an annual event

5. Total number of people expected to attend per day 50,000-75,000

6. The event will be held on the following City property: (Please list)
 Street(s) S. Old Woodward from Maple to Lincoln, Brown from Pierce parking structure entrance to Peabody Frank, Bowers and Haynes between Old Woodward and Woodward and Landon from Old Woodward to Ann
 Sidewalk(s) _____
 Park(s) _____

7. Will street closures be required? YES NO
(Police Department acknowledgement prior to submission of application is required) (initial here) 

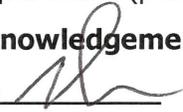
8. What parking arrangements will be necessary to accommodate attendance? City parking structures and street parking

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

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

Describe BSD event staff will be on-site throughout the event as well as approximately 75 volunteers

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

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

Describe We would like police officers on-site during the event to help with crowd control and security. We would like to have paramedics on-site in case of any emergencies.

11. Will alcoholic beverages be served? YES NO

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

12. Will music be provided? YES NO

X Live X Amplification X Recorded X Loudspeakers

Time music will begin 9 a.m.

Time music will end 5 p.m.

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

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

Number of signs/banners TBD

Size of signs/banners TBD

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

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

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

LIST OF VENDORS/PEDDLERS

(attach additional sheet if necessary)

VENDOR NAME	GOODS TO BE SOLD	WATER HOOK-UP REQUIRED?	ELECTRIC REQUIRED?
EA Graphics	Official merchandise	no	no
TBD	Food		
TBD	Bottled water		
TBD	Auto related products		

III. EVENT LAYOUT

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

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

EQUIPMENT	QUANTITY	COST	NOTES
Picnic Tables		6 for \$200.00	A request for more than six tables will be evaluated based on availability.
Trash Receptacles		\$4.00 each	Trash box placement and removal of trash is the responsibility of the event. Additional cost could occur if DPS is to perform this work.
Dumpsters	2	\$250.00 per day	Includes emptying the dumpster one time per day. The City may determine the need for additional dumpsters based on event requirements.
Utilities (electric)	___ # of vendors requiring utilities	Varies	Charges according to final requirements of event.
Water/Fire Hydrant		Contact the Fire Department.	Applicant must supply their own means of disposal for all sanitary waste water. Waste water is NOT allowed to be poured into the street or on the grass.
Audio System		\$200.00 per day	Must meet with City representative.
Meter Bags / Traffic Cones / Barricades	# to be determined by the Police Department.		

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

TYPE	QUANTITY	SIZE
Tents/Canopies/Awnings (A permit is required for tents over 120 sq ft)	10 +/-	various
Portable Toilets	25+/-	reg & handicap
Rides		
Displays	TBD	
Vendors	TBD	
Temporary Structure (must attach a photo)		
Other (describe)		

SIGNATURE OF APPLICANT REQUIRED

EVENT NAME Birmingham Cruise Event

EVENT DATE August 15, 2020

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

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


Signature

1/10/2020
Date

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

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



michigan municipal league

Liability & Property Pool

CERTIFICATE OF COVERAGE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED AS LISTED BELOW.

Name and Address of Participant:

City of Birmingham

151 Martin St., PO Box 3001
Birmingham, MI 48012-3001

Coverage Afforded:

Michigan Municipal League Liability and Property Pool
1675 Green Road
Ann Arbor, MI 48105-2530

Name and Address of Service Provider:

Meadowbrook, Inc.
P.O. Box 2054
Southfield, MI 48037-2054

This is to certify that the coverage listed below has been issued to the participant named above and is in-force at this time. 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 coverage afforded herein is subject to all the terms, exclusions and conditions of the Pool contract.

Coverage	Contract Number	Expiration Date	Limits of Liability
<u>General Liability</u>	MML001444018	7/1/2020	\$10,000,000 Bodily Injury & Property Damage Combined Single Limit
<u>Automobile Liability</u>			
<u>Other</u>			

Description of Operations/Locations/Vehicles:

Certificate Holder Additional Insured solely with respect to: Services provided on behalf of the City of Birmingham.

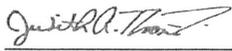
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CANCELLATION: Should any of the above described coverages be canceled before the expiration date thereof, the administrator will endeavor to mail 60 days' written notice to the certificate holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the Pool.

Name and Address of Certificate Holder:

Birmingham Principal Shopping District
151 Martin St.
Birmingham, MI 48009

Date Issued: 6/18/2019

By: 
Authorized Representative

SPECIAL EVENT REQUEST NOTIFICATION

January 13, 2020

TO: Property Owners and Business Owners

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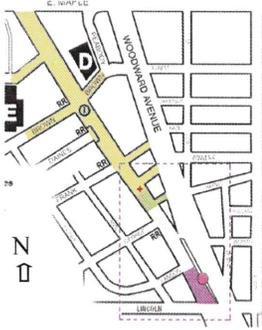
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Birmingham Shopping District
151 Martin Street
Birmingham, MI 48009

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151 Martin Street
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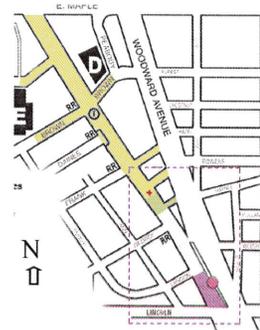
BIRMINGHAM CRUISE EVENT
2020



1936252030
A WILLIAM BUTTERFIELD REVOC
LVNG TRUST

718 SPYGLASS HL
HOLLAND, MI 49424

BIRMINGHAM CRUISE EVENT
2020

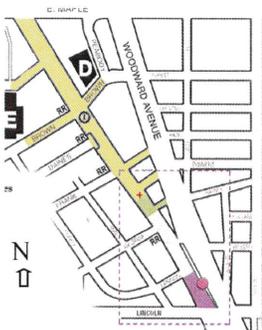


1936135075
SHASHANK NAUTIYAL
SHWETA NAUTIYAL
444 S CHESTER ST # 425
BIRMINGHAM, MI 48009

Birmingham Shopping District
151 Martin Street
Birmingham, MI 48009

Birmingham Shopping District
151 Martin Street
Birmingham, MI 48009

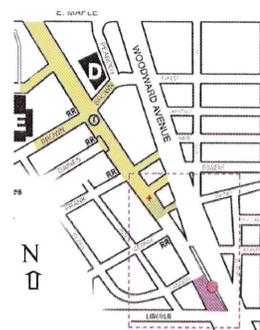
BIRMINGHAM CRUISE EVENT
2020



1936135075
KENNETH J D'ORAZIO

PO BOX 307
BIRMINGHAM, MI 48012

BIRMINGHAM CRUISE EVENT
2020

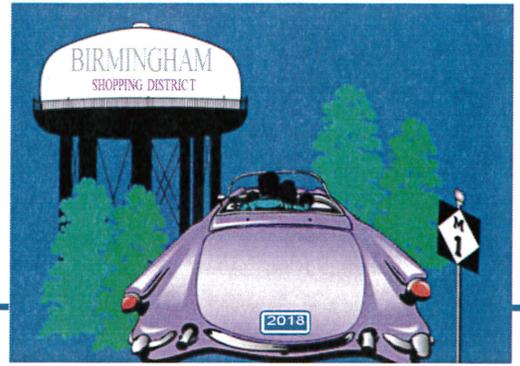


1936208017
ALEC EDDIE SHOUNEYIA

411 S OLD WOODWARD AVE # 514
BIRMINGHAM, MI 48009

THE BIRMINGHAM CRUISE EVENT 2020

Saturday, August 15, 9 a.m. - 5 p.m.



BIRMINGHAM CRUISE EVENT August 18, 2018



DEPARTMENT APPROVALS

EVENT NAME: BHAM CRUISE EVENT

LICENSE NUMBER #20-00011731

COMMISSION HEARING DATE: 1/27/2020

NOTE TO STAFF: Please submit approval by **JAN. 21, 2020**

DATE OF EVENT: 8/15/2020

DEPARTMENT	APPROVED	COMMENTS	PERMITS REQUIRED (Must be obtained directly from individual departments)	ESTIMATED COSTS (Must be paid two weeks prior to the event. License will not be issued if unpaid.)	ACTUAL COSTS (Event will be invoiced by the Clerk's office after the event)
PLANNING 101-000.000-634.0005 248.530.1855	TBC	No Cost No Comment			
BUILDING 101-000.000-634.0005 248.530.1850	MJM	<ol style="list-style-type: none"> 1. Tents and canopies over 120 sqft. require permits. 2. Electrical, plumbing, and mechanical permits are required for generators, heaters, and water connections. <p>Tents and canopies must be secured with weights, sand, or water ballast.</p>		\$5398.25	
FIRE 101-000.000-634.0004 248.530.1900	JMC	<ol style="list-style-type: none"> 1. No Smoking in any tents or canopy. Signs to be posted. 2. All tents and Canopies must be flame resistant with certificate on site. 3. No open flame or devices emitting flame, fire or heat in any tents. Cooking devices shall not be permitted within 20 feet of the tents. 4. Tents and Canopies must be properly anchored for the weather conditions, no stakes allowed. 		\$5484.50	

- | | | | | | |
|--|--|--|--|--|--|
| | | <ol style="list-style-type: none">5. Clear Fire Department access of 12 foot aisles must be maintained, no tents, canopies or other obstructions in the access aisle unless approved by the Fire Marshal.6. Pre-event site inspection required.7. A prescheduled inspection is required for food vendors through the Bldg. dept. prior to opening.8. All food vendors are required to have an approved 5lbs. multi-purpose (ABC) fire extinguisher on site and accessible.9. Cords, hoses, etc. shall be matted to prevent trip hazards.10. Exits must be clearly marked in tents/structures with an occupant load over 50 people.11. Paramedics will respond from the fire station as needed. Dial 911 for fire/rescue/medical emergencies.12. A permit is required for Fire hydrant usage.13. Do Not obstruct fire hydrants or fire sprinkler connections on buildings.14. Provide protective barriers between hot surfaces and the public.15. All cooking hood systems that capture grease laden vapors must have an approved suppression system and a K fire extinguisher in addition to the ABC Extinguisher.16. Suppression systems shall be inspected, tested, and properly tagged prior to the event. All | | | |
|--|--|--|--|--|--|

		Sprinkler heads shall be of the 155 degree Quick Response type unless serving an area of high heat and approved by the Fire Marshal. The suppression system shall have a continuous water supply as well as a secondary back up supply. Activation of the suppression system will shut down the ride and cause illumination of the exits.			
POLICE 101-000.000.634.0003 248.530.1870	SG	Personnel and Barricades		\$6600	
PUBLIC SERVICES 101-000.000-634.0002 248.530.1642	Carrie Laird 1/17/2020	2 roll off dumpsters, location TBD Costs include dumpsters, setup, staffing during event and cleanup.		\$14,500	
ENGINEERING 101-000.000.634.0002 248.530.1839	A.F.	Coordinate cross-over closure from Northbound Woodward to Northbound S. Old Woodward w/DPS and Police Maintain Brown St. to allow thru vehicle traffic and direct pedestrian traffic to nearest signal crossing	None	\$0	\$0
SP+ PARKING					
INSURANCE 248.530.1807	CA	BSD EVENT	None	\$0	\$0
CLERK 101-000.000-614.0000 248.530.1803		Notification letters mailed by applicant pm1/13/2020. Notification addresses on file in the Clerk's Office. Evidence of required insurance must be on file with the Clerk's Office no later than N/A.	Applications for vendors license must be submitted no later than N/A.	\$165	

				TOTAL DEPOSIT REQUIRED \$32,147.75	ACTUAL COST
--	--	--	--	---	------------------------

FOR CLERK'S OFFICE USE

Deposit paid _____

Actual Cost _____

Due/Refund _____

Rev. 1/22/20

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MEMORANDUM

Clerk's Office

DATE: January 22, 2020
TO: Joseph A. Valentine, City Manager
FROM: Cheryl Arft, Acting City Clerk
SUBJECT: Special Event - 2020 Birmingham Movie Nights

INTRODUCTION:

The Birmingham Shopping District has submitted a Special Event application to hold the 2020 Birmingham Movie Nights events on Fridays, June 12, July 17, and August 21, 2020. Rain dates are scheduled, if necessary, on Saturdays, June 13, July 18, and August 22, 2020. Set-up for the events will begin at noon on the day of the event. Event hours are 7:30 p.m. until 11:30 p.m. Tear-down will happen immediately following the completion of the event, ending by 11:30 p.m.

BACKGROUND:

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

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

Event Name	Date	Location
Farmers Market	May – October (Sundays)	Lot 6
In the Park Concerts	June – August (Wednesdays)	Shain Park
Parkinson's Walk	June 6	Seaholm H.S. & surrounding neighborhood
Breathe Deep Michigan 5K	June 7	Booth Park & surrounding neighborhood
Day on the Town	July 25	Downtown & Shain Park
Birmingham Cruise Event	August 15	South Old Woodward and Maple

LEGAL REVIEW:
n/a

FISCAL IMPACT:
n/a

SUMMARY

The City Commission is being asked to approve a special event permit for the 2020 Birmingham Movie Nights special event to be held June 12, July 17, and August 21, 2020., with rain dates of June 13 July 18, and August 22, 2020. Each event will begin at 7:30 p.m. The movie begins at dusk. Set up begins at noon. Tear-down will happen immediately following the completion of the event, ending by 11:30 p.m.

ATTACHMENTS:

1. Revised Special Event application (to include rain dates)
2. Notification letter with map of event area distributed to residents/businesses within 300 feet of the event area on January 13, 2020. Notification addresses are on file in the Clerk's Office
3. Map of park
4. Certificate of Insurance
5. Department Approval page with comments and estimated costs

SUGGESTED RESOLUTION:

To approve a special event permit as requested by the Birmingham Shopping District to hold the 2020 Movie Nights on Fridays, June 12, July 17, and August 21, 2020, with rain dates scheduled on Saturdays, June 13, July 18, and August 22, 2020. Approval is contingent upon compliance with all permit and insurance requirements and payment of all fees and, further, pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event.

II. EVENT INFORMATION

1. Organization Type city - Birmingham Shopping District
(city, non-profit, community group, etc.)

2. Additional Sponsors or Participants (Provide name, address, contact person, status, etc. for all additional organizations sponsoring your event.) TBD

3. Is the event a fundraiser? YES NO
List beneficiary _____
List expected income _____
Attach information about the beneficiary.

4. First time event in Birmingham? YES NO
If no, describe 15th annual event

5. Total number of people expected to attend per day 400

6. The event will be held on the following City property: (Please list)
 Street(s) _____
 Sidewalk(s) _____
 Park(s) Booth Park

7. Will street closures be required? YES NO
(Police Department acknowledgement prior to submission of application is required) (initial here) 

8. What parking arrangements will be necessary to accommodate attendance? Nearby parking deck and street parking will be sufficient

9. Will staff be provided to assist with safety, security and maintenance? YES NO
If yes, please provide number of staff to be provided and any specialized training received.

Describe BSD event staff will be on-site during the event

10. Will the event require safety personnel (police, fire, paramedics)? YES NO
(Police Department acknowledgement prior to submission of application is required.) (initial here) 

Describe _____

11. Will alcoholic beverages be served? YES NO
If yes, additional approval by the City Commission is required, as well as the Michigan Liquor Control Commission.

12. Will music be provided? YES NO
X Live X Amplification X Recorded _____ Loudspeakers

Time music will begin 7:30 p.m.

Time music will end 10:30 p.m.

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

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

Number of signs/banners _____

Size of signs/banners _____

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

14. Will food/beverages/merchandise be sold? YES NO
- Peddler/vendor permits must be submitted to the Clerk's Office, **at least two weeks prior to the event.**
 - You must obtain approval from the Oakland County Health Department for all food/beverage sales/donations. Contact ehclerk@oakgov.com or 248-535-9612 to obtain Health Department approval.
 - There is a \$50.00 application fee for all vendors and peddlers, in addition to the \$10.00 daily fee, per location.

LIST OF VENDORS/PEDDLERS

(attach additional sheet if necessary)

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

III. EVENT LAYOUT

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

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

EQUIPMENT	QUANTITY	COST	NOTES
Picnic Tables		6 for \$200.00	A request for more than six tables will be evaluated based on availability.
Trash Receptacles		\$4.00 each	Trash box placement and removal of trash is the responsibility of the event. Additional cost could occur if DPS is to perform this work.
Dumpsters		\$250.00 per day	Includes emptying the dumpster one time per day. The City may determine the need for additional dumpsters based on event requirements.
Utilities (electric)	___ # of vendors requiring utilities	Varies	Charges according to final requirements of event.
Water/Fire Hydrant		Contact the Fire Department.	Applicant must supply their own means of disposal for all sanitary waste water. Waste water is NOT allowed to be poured into the street or on the grass.
Audio System		\$200.00 per day	Must meet with City representative.
Meter Bags / Traffic Cones / Barricades	# to be determined by the Police Department.		

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

TYPE	QUANTITY	SIZE
Tents/Canopies/Awnings (A permit is required for tents over 120 sq ft)	8	10'x10'
Portable Toilets	2	1 reg/1 handicap
Rides		
Displays		
Vendors		
Temporary Structure (must attach a photo)		
Other (describe)	10 tables	6'

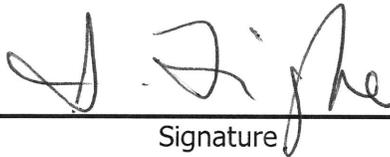
SIGNATURE OF APPLICANT REQUIRED

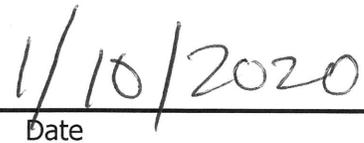
EVENT NAME Birmingham Movie Nights

EVENT DATE June 12, July 17, August 21, 2020* - *rain dates 6/13, 7/18, 8/22/2020

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

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


Signature


Date

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

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



michigan municipal league

Liability & Property Pool

CERTIFICATE OF COVERAGE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED AS LISTED BELOW.

Name and Address of Participant:

City of Birmingham

151 Martin St., PO Box 3001
Birmingham, MI 48012-3001

Coverage Afforded:

Michigan Municipal League Liability and Property Pool
1675 Green Road
Ann Arbor, MI 48105-2530

Name and Address of Service Provider:

Meadowbrook, Inc.
P.O. Box 2054
Southfield, MI 48037-2054

This is to certify that the coverage listed below has been issued to the participant named above and is in-force at this time. 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 coverage afforded herein is subject to all the terms, exclusions and conditions of the Pool contract.

Coverage	Contract Number	Expiration Date	Limits of Liability
<u>General Liability</u>	MML001444018	7/1/2020	\$10,000,000
<u>Automobile Liability</u>			Bodily Injury & Property Damage Combined Single Limit
<u>Other</u>			

Description of Operations/Locations/Vehicles:

Certificate Holder Additional Insured solely with respect to: Services provided on behalf of the City of Birmingham.

RECEIVED JUN 20 2019

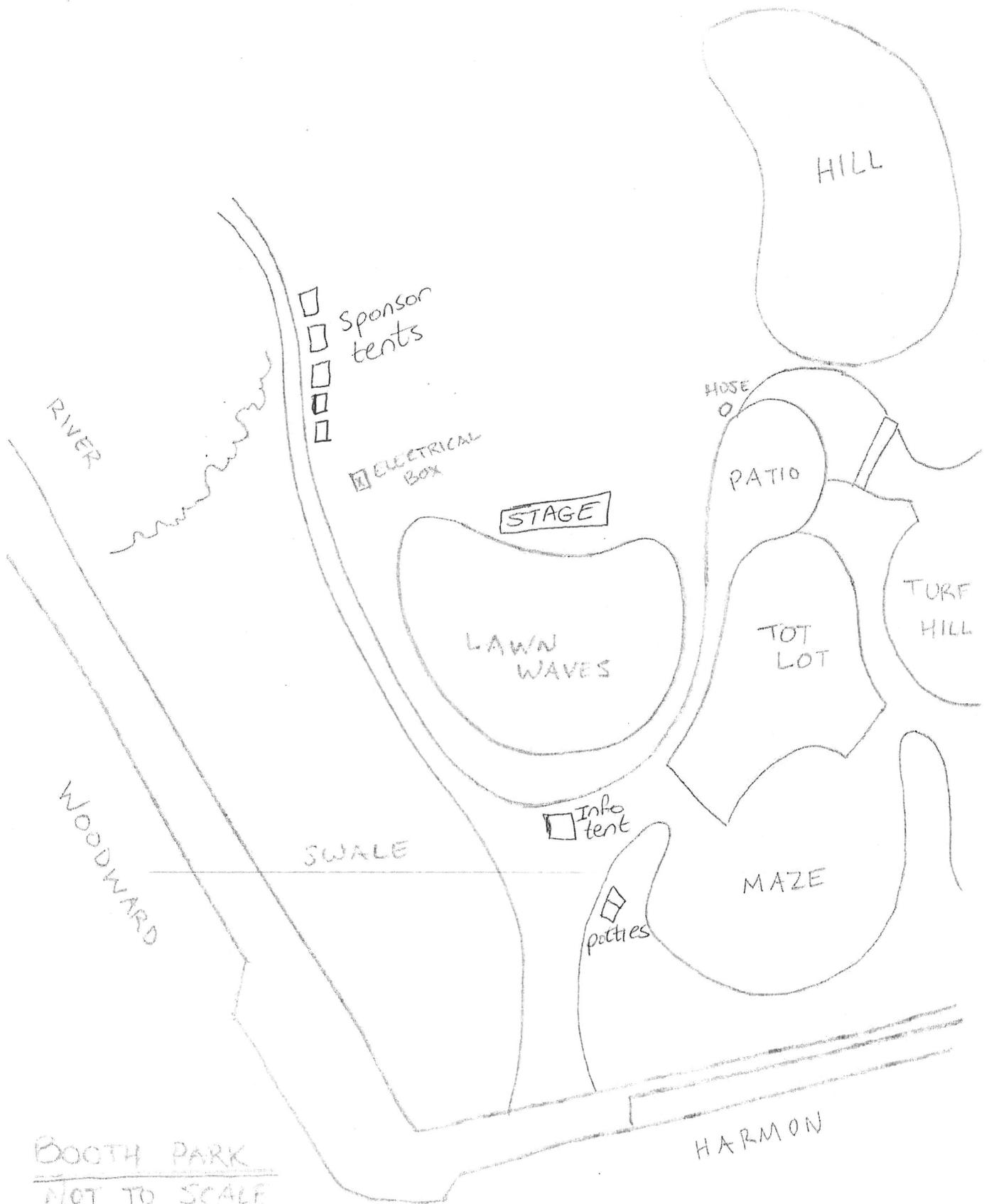
CANCELLATION: Should any of the above described coverages be canceled before the expiration date thereof, the administrator will endeavor to mail 60 days' written notice to the certificate holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the Pool.

Name and Address of Certificate Holder:

Birmingham Principal Shopping District
151 Martin St.
Birmingham, MI 48009

Date Issued: 6/18/2019

By: 
Authorized Representative



BOOTH PARK
NOT TO SCALE

Birmingham PSD
151 Martin Street
Birmingham, MI 48009

Birmingham PSD
151 Martin Street
Birmingham, MI 48009



1925327031
MASTERPIECE INVESTMENTS LLC
30777 NORTHWESTERN HWY STE 301
FARMINGTON HILLS, MI 48334



1925327032
ORLEY LAX PARTNERS 511 W
40900 WOODWARD AVE STE 200
BLOOMFIELD HILLS, MI 48304

Birmingham PSD
151 Martin Street
Birmingham, MI 48009

Birmingham PSD
151 Martin Street
Birmingham, MI 48009



1925327033
ANTONELLA GALASCO
535 N OLD WOODWARD AVE
BIRMINGHAM, MI 48009



1925327033
MICHAEL J ASHER
537 N OLD WOODWARD AVE
BIRMINGHAM, MI 48009

NOTIFICATION

DATE: January 13, 2020

TO: Downtown Birmingham Business/Property Owner

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

NAME OF EVENT: Birmingham Movie Nights

LOCATION: Booth Park

DATES/TIMES: Fridays—June 12, 2020; July 17, 2020; August 21, 2020
7:30 p.m. with movies beginning at dusk
Rain dates—Saturdays—June 13, July 18, August 22, 2020

DATE/TIME OF CITY COMMISSION MEETING: Monday, January 27, 2020 at 7:30 p.m.

The city commission meets in room 205 of the Municipal Building at 151 Martin. A complete copy of the application to hold this special event is available for your review at the city clerk's office (248/530-1880). To receive updates on special events held in the city log on to www.bhamgov.org/enotify.

EVENT ORGANIZER: Birmingham Shopping District

ADDRESS: 151 Martin

PHONE: 248-530-1200 day of event—248-508-5518

NOTIFICATION

DATE: January 13, 2020

TO: Downtown Birmingham Business/Property Owner

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

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LOCATION: Booth Park

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7:30 p.m. with movies beginning at dusk
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DATE/TIME OF CITY COMMISSION MEETING: Monday, January 27, 2020 at 7:30 p.m.

The city commission meets in room 205 of the Municipal Building at 151 Martin. A complete copy of the application to hold this special event is available for your review at the city clerk's office (248/530-1880). To receive updates on special events held in the city log on to www.bhamgov.org/enotify.

EVENT ORGANIZER: Birmingham Shopping District

ADDRESS: 151 Martin

PHONE: 248-530-1200 day of event—248-508-5518

DEPARTMENT APPROVALS

EVENT NAME: MOVIES IN THE PARK

LICENSE NUMBER #20-00011728

COMMISSION HEARING DATE: 1/27/2020

NOTE TO STAFF: Please submit approval by **JAN. 21, 2020**

DATE OF EVENT: 6/12 – 8/21/20
3 WEDNESDAYS W/RAIN DATES

DEPARTMENT	APPROVED	COMMENTS	PERMITS REQUIRED (Must be obtained directly from individual departments)	ESTIMATED COSTS (Must be paid two weeks prior to the event. License will not be issued if unpaid.)	ACTUAL COSTS (Event will be invoiced by the Clerk's office after the event)
PLANNING 101-000.000-634.0005 248.530.1855	TBC	No Cost No Comment			
BUILDING 101-000.000.634.0005 248.530.1850	MJM	All tents must be weighted down.		\$166.11	
FIRE 101-000.000-634.0004 248.530.1900	JMC	<ol style="list-style-type: none"> 1. No Smoking in any tents or canopy. Signs to be posted. 2. All tents and Canopies must be flame resistant with certificate on site. 3. No open flame or devices emitting flame, fire or heat in any tents. Cooking devices shall not be permitted within 20 feet of the tents. 4. Tents and Canopies must be properly anchored for the weather conditions, no stakes allowed. 5. Clear Fire Department access of 12 foot aisles must be maintained, no tents, canopies or 		\$0	

		<p>other obstructions in the access aisle unless approved by the Fire Marshal.</p> <ol style="list-style-type: none">6. Pre-event site inspection required.7. A prescheduled inspection is required for food vendors through the Bldg. dept. prior to opening.8. All food vendors are required to have an approved 5lbs. multi-purpose (ABC) fire extinguisher on site and accessible.9. Cords, hoses, etc. shall be matted to prevent trip hazards.10. Exits must be clearly marked in tents/structures with an occupant load over 50 people.11. Paramedics will respond from the fire station as needed. Dial 911 for fire/rescue/medical emergencies.12. A permit is required for Fire hydrant usage.13. Do Not obstruct fire hydrants or fire sprinkler connections on buildings.14. Provide protective barriers between hot surfaces and the public.15. All cooking hood systems that capture grease laden vapors must have an approved suppression system and a K fire extinguisher in addition to the ABC Extinguisher. <p>Suppression systems shall be inspected, tested, and properly tagged prior to the event. All Sprinkler heads shall be of the 155 degree Quick Response type unless serving an area of high heat and approved by the Fire Marshal. The</p>			
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		suppression system shall have a continuous water supply as well as a secondary back up supply. Activation of the suppression system will shut down the ride and cause illumination of the exits			
POLICE 101-000.000.634.0003 248.530.1870	SG	On duty personnel to provide extra patrol. Barricades and meter bags as needed.		\$300	
PUBLIC SERVICES 101-000.000-634.0002 248.530.1642	Carrie Laird 1/17/2020	No stakes driven in the ground. Estimated costs include banner placement and removal. Barricade placement and removal for each event. Costs include set up and clean up for each event even if the event is cancelled.		\$3,200	
ENGINEERING 101-000.000.634.0002 248.530.1839	A.F.	Approved	None	\$0	\$0
SP+ PARKING					
INSURANCE 248.530.1807	CA	BSD EVENT	None	\$0	\$0
CLERK 101-000.000-614.0000 248.530.1803		Notification letters mailed by applicant pm1/13/2020. Notification addresses on file in the Clerk's Office. Evidence of required insurance must be on file with the Clerk's Office no later than 6/1/2020.	Applications for vendors license must be submitted no later than 6/1/2020.	\$165	
				TOTAL DEPOSIT REQUIRED	ACTUAL COST

				\$3,831.11	
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FOR CLERK'S OFFICE USE

Deposit paid _____

Actual Cost _____

Due/Refund _____

Rev. 1/22/20

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DATE: January 6, 2020

TO: Joseph A. Valentine, City Manager

FROM: Cheryl Arft, Acting City Clerk

SUBJECT: 2020 Art Fair (Common Ground) – Sept 26-27, 2020

INTRODUCTION:

Common Ground submitted a Special Event application to hold the 2020 Art Fair event in Shain Park and surrounding streets on September 26th and 27th, 2020. Set-up for the event is scheduled for Friday, September 25th from 5 pm to 10 pm, with street closures to begin at 5 pm (meters bagged at 3 pm). Teardown is scheduled for September 27th from 5-9 pm.

BACKGROUND:

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

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

Farmers Market	Sundays	Lot 6
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LEGAL REVIEW:

No review required.

FISCAL IMPACT:

No fiscal impact.

SUMMARY

The City Commission is being asked to approve the 2020 Art Fair special event to be held September 26th & 27th, 2020, with set-up to begin Friday, September 25th between 5 pm and 10 pm. Tear-down will begin at the conclusion of the event on Sunday, September 27th to begin at approximately 5 pm until 9 pm.

ATTACHMENTS:

1. Special Event application
2. Notification letter with map of event area distributed to residents/businesses within 300 feet of the event area on January 9, 2020. Notification addresses are on file in the Clerk's Office.
3. Hold Harmless Agreements signed by The Guild of Artists and Artisans, and Birmingham Bloomfield Art Center (Certificate of Insurance due on or before September 10th, 2020)
4. Department Approval page with comments and estimated costs

SUGGESTED RESOLUTION:

To approve a request from Common Ground to hold the Art Fair in Shain Park and on the surrounding streets on September 26 & 27, 2020 contingent upon compliance with all permit and insurance requirements and payment of all fees and, further pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event.

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

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

Police Department acknowledgement: _____

I. EVENT DETAILS

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

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

(Please print clearly or type)

Date of Application November 20, 2019

Name of Event Common Ground's 46th Annual Birmingham Street Art Fair

Detailed Description of Event (attach additional sheet if necessary) _____

Fine Art Fair featuring approximately 160 jury selected professional artists, artist demonstrations, and children's art activities. The event serves as an annual fundraiser for Common Ground.

Location In and around Shain Park (layout map included)

Date(s) of Event September 26 & 27, 2020 Hours of Event Sat 10am-6pm Sun 10am-5pm

Date(s) of Set-up September 25, 2020 Hours of Set-up 5pm-10pm (5pm street closure w/3pm
NOTE: No set-up to begin before 7:00 AM, per City ordinance. meters bagged

Date(s) of Tear-down September 27, 2020 Hours of Tear-down 5pm - 9pm

Organization Sponsoring Event Common Ground

Organization Address 1410 South Telegraph, Bloomfield Hills, MI 48302

Organization Phone 248.456.8150

Contact Person Jeffrey Kapuscinski

Contact Phone 248.431.3730

Contact Email jkapuscinski@commongroundhelps.org

II. EVENT INFORMATION

1. Organization Type Non-Profit
(city, non-profit, community group, etc.)

2. Additional Sponsors or Participants (Provide name, address, contact person, status, etc. for all additional organizations sponsoring your event.) _____
Producing Partner is The Guild of Artists & Artisans
118 N. Fourth Ave, Ann Arbor, MI 48104 (734)662-3382 ext. 303
Karen Delhey, Executive Director, karen@theguild.org

3. Is the event a fundraiser? YES NO
List beneficiary Common Ground
List expected income \$25,000
Attach information about the beneficiary.

4. First time event in Birmingham? YES NO
If no, describe This will be Common Ground's 46th annual Birmingham Street Art Fair

5. Total number of people expected to attend per day 30,000+

6. The event will be held on the following City property: (Please list)
 Street(s) Martin, Henrietta, Merrill, Bates
 Sidewalk(s) _____
 Park(s) Shain Park

7. Will street closures be required? YES NO
(Police Department acknowledgement prior to submission of application is required) (initial here) _____

8. What parking arrangements will be necessary to accommodate attendance? Exhibitors and attendees will use city structures and lots

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

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

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

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

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

Describe Police and paramedics

11. Will alcoholic beverages be served? YES NO

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

12. Will music be provided? YES NO

X Live _____ Amplification _____ Recorded _____ Loudspeakers

Time music will begin Noon

Time music will end 5pm

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

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

Number of signs/banners Approx 15-20 signs

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

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

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

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

LIST OF VENDORS/PEDDLERS

(attach additional sheet if necessary)

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

III. EVENT LAYOUT

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

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

EQUIPMENT	QUANTITY	COST	NOTES
Picnic Tables		6 for \$200.00	A request for more than six tables will be evaluated based on availability.
Trash Receptacles	30	\$4.00 each	Trash box placement and removal of trash is the responsibility of the event. Additional cost could occur if DPS is to perform this work.
Dumpsters	4	\$250.00 per day	Includes emptying the dumpster one time per day. The City may determine the need for additional dumpsters based on event requirements.
Utilities (electric)	_____ # of vendors requiring utilities	Varies	Charges according to final requirements of event.
Water/Fire Hydrant		Contact the Fire Department.	Applicant must supply their own means of disposal for all sanitary waste water. Waste water is NOT allowed to be poured into the street or on the grass.
Audio System		\$200.00 per day	Must meet with City representative.
Meter Bags / Traffic Cones / Barricades	# to be determined by the Police Department.		

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

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

SIGNATURE OF APPLICANT REQUIRED

EVENT NAME Common Ground's 46th Annual Birmingham Street Art Fair

EVENT DATE September 26 & 27, 2020

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

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

 _____
Signature Date 1/9/2020

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

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



Common Ground
helping people move from crisis to hope

**SPECIAL EVENT REQUEST
NOTIFICATION LETTER**

DATE: January 9, 2020

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

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

EVENT INFORMATION – 2ND NOTICE FOR DATE CORRECTION

NAME OF EVENT: **Common Ground's 46th Annual Birmingham Street Art Fair**

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

DATES/TIMES OF EVENT:

Saturday, Sept. 26, 2020, 10am – 6pm and Sunday, Sept. 27, 2020, 10am – 5pm

BRIEF DESCRIPTION OF EVENT/ACTIVITY:

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

DATES/TIMES OF SET UP:

Friday, Sept. 25, 2020, meters bagged at 3pm and street closings at 5pm with move-in completed by 9pm

DATES/TIMES OF TEAR DOWN: **Sunday, Sept. 27, 2019, from 5pm to 9pm**

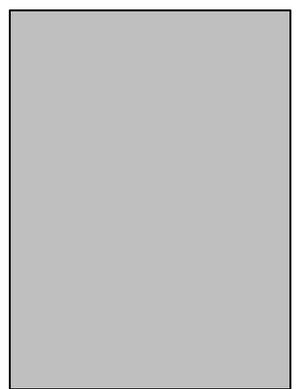
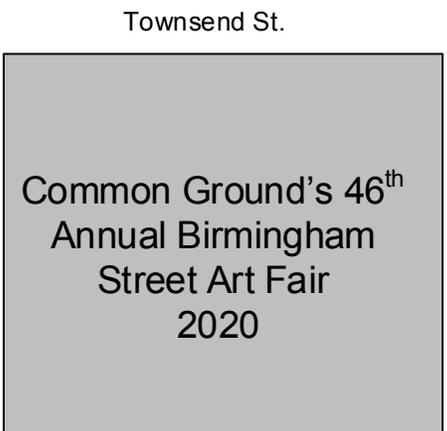
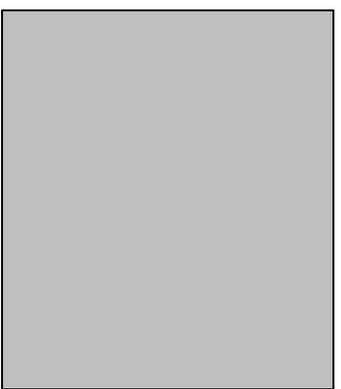
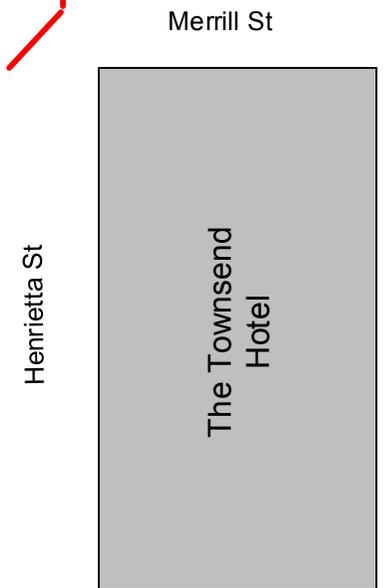
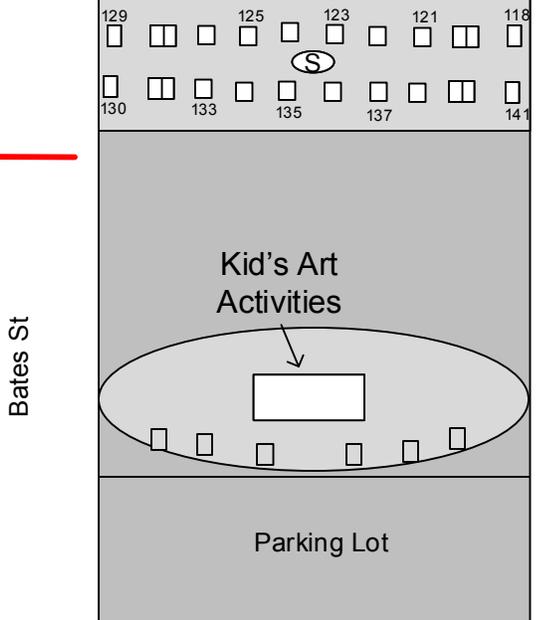
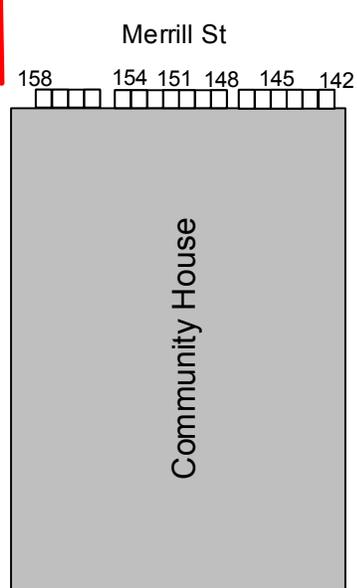
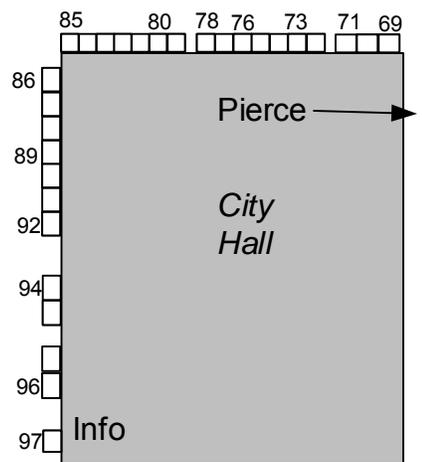
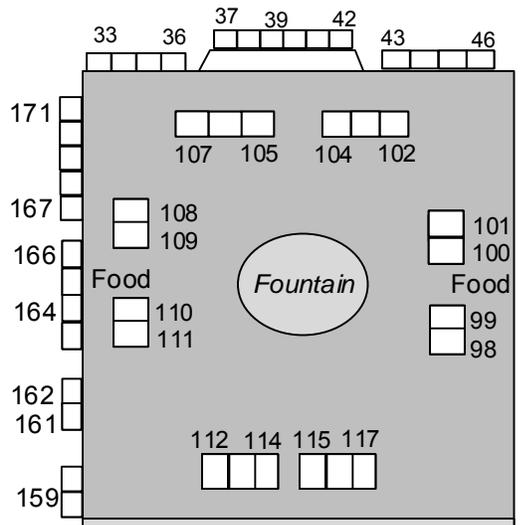
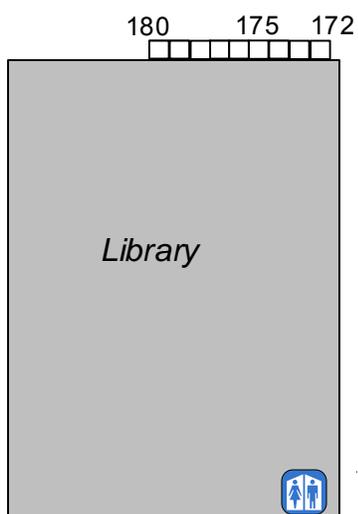
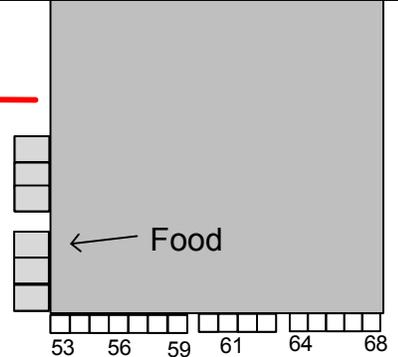
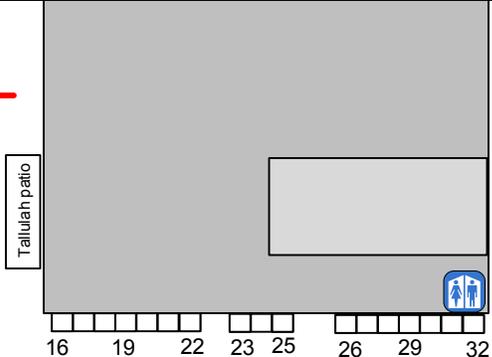
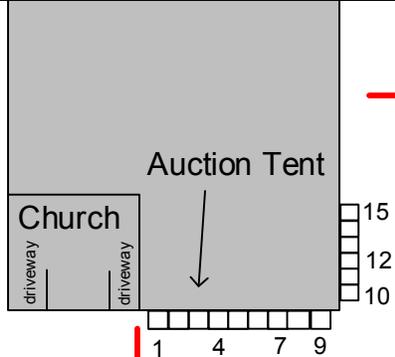
DATE/TIME OF CITY COMMISSION MEETING: **January 27, 2020 at 7:30pm**

The city commission meets in room 205 of the Municipal Building at 151 Martin at 7:30pm. **A complete copy of the application to hold this special event is available for your review at the city clerk's office (248.530.1880).** To receive updates on special events held in the city log on to www.bhamgov.org/enotify.

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

Attachments: Proposed site map for Birmingham Street Art Fair

**1410 S. Telegraph • Bloomfield Hills, MI 48302 • 248.451.8150
www.commongroundhelps.org**



DEPARTMENT APPROVALS

EVENT NAME COMMON GROUND ART FAIR

LICENSE NUMBER #20-00011639

COMMISSION HEARING DATE: 1/27/20

NOTE TO STAFF: Please submit approval by **DEC. 13, 2019**

DATE OF EVENT: SEPT. 26-27, 2020

DEPARTMENT	APPROVED	COMMENTS	PERMITS REQUIRED (Must be obtained directly from individual departments)	ESTIMATED COSTS (Must be paid two weeks prior to the event. License will not be issued if unpaid.)	ACTUAL COSTS (Event will be invoiced by the Clerk's office after the event)
PLANNING 101-000.000-634.0005 248.530.1855	TBC	No Cost No Comment			
BUILDING 101-000.000.634.0005 248.530.1850	MJM		Tents over 400 sq ft	\$221.48	
FIRE 101-000.000-634.0004 248.530.1900	JMC			\$45	
POLICE 101-000.000.634.0003 248.530.1870	SG	Personnel and Barricades		\$1660	
PUBLIC SERVICES 101-000.000-634.0002 248.530.1642	CL 12/2/2019	Includes Barricade delivery and pick up, Dumpster rental, PSD boxes and trash removal as requested.		\$4,000	
ENGINEERING 101-000.000.634.0002 248.530.1839	A.F.	Maintain 5' clear pedestrian pathway on sidewalks. No pavement damage allowed for barricades, tents or other temporary installations.	None	\$0	\$0
SP+ PARKING					

INSURANCE 248.530.1807			None	\$0	\$0
CLERK 101-000.000-614.0000 248.530.1803		Notification letters mailed by applicant on 12/18/19. Notification addresses on file in the Clerk's Office. Evidence of required insurance must be on file with the Clerk's Office no later than 8/30/20.	Applications for vendors license must be submitted no later than 8/30/20.	\$165 pd	
				TOTAL DEPOSIT REQUIRED \$5,926.48	ACTUAL COST

FOR CLERK'S OFFICE USE

Deposit paid _____

Actual Cost _____

Due/Refund _____

Rev. 1/6/20

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MEMORANDUM

IT Department

DATE: 1/27/2020

TO: Joseph A. Valentine, City Manager

FROM: Eric Brunk, IT Manager

SUBJECT: Traps AV and Palo Alto Firewall Security Subscription Renewal

Introduction:

Our Palo Alto Firewall and Traps Antivirus server are up for renewal of the Support and Security Subscription licenses. These 2 components work together to keep our network and computer systems virus free.

Background:

Support and Security Subscriptions for the Palo Alto firewall and Traps antivirus server are a yearly renewal and allows for continuous updates to the Antivirus Server, Endpoint Clients and Firewall to keep up with the latest infected websites, internet hacks, as well as virus and malware attack attempts. Included in that renewal is the renewal of licensing for the 208 individual endpoint clients (Traps AV) installed on machines throughout the City which keep any "virus like code" from running on our desktops and servers.

Legal Review:

This is a standard subscription renewal purchase. No legal review needed.

Fiscal impact:

Palo Alto has worked with AmeriNet (their local licensed vendor) to put together a bundled price for the renewal of all of the Support, Subscription and endpoint Licenses using GSA Multiple Award Schedule IT-70 Extendable contract # GS-35F-0511T which expires in June of 2022.

Money was budgeted for this renewal of Support, subscriptions and licenses in the IT Computer Maintenance fund account.

Summary:

The It department would like to purchase the Security Subscription, Support and License renewals for the Palo Alto Firewall and Traps Server and endpoint clients from AmeriNet.

SUGGESTED RESOLUTION:

Authorize the IT department to purchase the Security Subscription, Support and License renewals for the Palo Alto Firewall and Traps Server and endpoint clients from AmeriNet. The purchase price not to exceed \$27,690.40. Funds are available in the IT Computer Maintenance fund account # 636-228.000-933.0600



Birmingham City | Palo Alto | Renewal Trap & PA3020 Support Expire 2/2

To: Eric Brunk City of Birmingham 151 Martin Street Birmingham, MI 48012 248.530.1885 ebrunk@bhamgov.org	From: Keith Shoultz AmeriNet 1241 S. Maple Rd. Ann Arbor, MI 48103 Phone: 734-995-1233 kshoultz@amerinet.com
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Summary

Total Amount:	\$27,690.40	Quote ID:	QUO-19251-L9T9
Shipping Method:		Date:	12/09/2019
Payment Terms:	Net 30		

Details

Product ID	Product	Serial #	Start Date	End Date	Quantity	Price	Sub Total
PAN-TRAPS-A-1YR-R	Traps Advanced Endpoint Protection for agents, tier A, 1-year renewal, includes Premium Support	'012102017244	2/2/2020	2/2/2021	208.00	\$35.20	\$7,321.60
PAN-PA-3020-URL4-HA2-R	PANDB URL filtering subscription renewal for devices in HA pair, PA-3020	'001801042226	2/2/2020	2/2/2021	1.00	\$1,724.80	\$1,724.80
PAN-PA-3020-GP-HA2-R	GlobalProtect subscription renewal for devices in HA pair, PA-3020	'001801042254	2/2/2020	2/2/2021	1.00	\$1,724.80	\$1,724.80
PAN-PA-3020-TP-HA2-R	Threat prevention subscription renewal for devices in HA pair, PA-3020	'001801042254	2/2/2020	2/2/2021	1.00	\$1,724.80	\$1,724.80
PAN-PA-3020-TP-HA2-R	Threat prevention subscription renewal for devices in HA pair, PA-3020	'001801042226	2/2/2020	2/2/2021	1.00	\$1,724.80	\$1,724.80
PAN-PA-3020-GP-HA2-R	GlobalProtect subscription renewal for devices in HA pair, PA-3020	'001801042226	2/2/2020	2/2/2021	1.00	\$1,724.80	\$1,724.80
PAN-PA-3020-WF-HA2-R	WildFire subscription renewal for devices in HA pair, PA-3020	'001801042254	2/2/2020	2/2/2021	1.00	\$1,724.80	\$1,724.80
PAN-SVC-PREM-3020-R	Premium support year 1 renewal, PA-3020	'001801042254	2/2/2020	2/2/2021	1.00	\$3,050.00	\$3,050.00
PAN-PA-3020-URL4-HA2-R	PANDB URL filtering subscription renewal for devices in HA pair, PA-3020	'001801042254	2/2/2020	2/2/2021	1.00	\$1,960.00	\$1,960.00
PAN-SVC-PREM-3020-R	Premium support year 1 renewal, PA-3020	'001801042226	2/2/2020	2/2/2021	1.00	\$3,050.00	\$3,050.00
PAN-PA-3020-WF-HA2-R	WildFire subscription renewal for devices in HA pair, PA-3020	'001801042226	2/2/2020	2/2/2021	1.00	\$1,960.00	\$1,960.00

Total	\$27,690.40
--------------	--------------------

Thank you for the opportunity to quote these products. Applicable taxes are additional. Important: Please renew before the expiration dates. There may be additional fees or changes if there is a lapse in coverage. We look forward to helping you in the future.



Thank you for the opportunity to quote these products. Applicable taxes are additional. Important: Please renew before the expiration dates. There may be additional fees or changes if there is a lapse in coverage. We look forward to helping you in the future.



MEMORANDUM

IT Department

DATE: 01/27/2020
TO: Joseph A. Valentine, City Manager
FROM: Eric Brunk, IT Manager
SUBJECT: ESRI Software License renewal

Introduction:

Licensing and maintenance for our Esri ArcGIS software is setup on a yearly renewal. Our current software license and maintenance is up for renewal.

Background:

The City of Birmingham has ArcGIS server and desktop software in community development purchased from ESRI, Inc. for the purpose of mapping and tracking city infrastructure and resources.

We currently have 3 licenses of server, 5 licenses of Desktop, one license of 3D analyst and 7 licenses of Arcpad that need to be renewed.

Fiscal Impact:

Total expense for the renewal is \$9,332.19 and is a budgeted item.

Summary:

The IT department would like authorization to renew our ArcGIS software and support at a total cost of \$9,332.19

Attachments:

The quote from ESRI for the license and support renewal.

Suggested Resolution:

Authorize the IT department to purchase the License and support renewal for the ArcGIS software from ESRI Inc. Total cost not to exceed \$9,332.19. Funds are available in the Computer Maintenance fund account # 636-228.000-933.0600



Esri Inc
380 New York Street
Redlands CA 92373

Subject: Renewal Quotation

Date: 12/07/2019
To: Eric Brunk
Organization: City of Birmingham
Information Technology Dept
Fax #: 248-530-1285 **Phone #:** 248-530-1885
From: Taylor Smith
Fax #: 909-307-3031 **Phone #:** 909-793-2853 Ext. 3929
Email: taylorsmith@esri.com

Number of pages transmitted
(including this cover sheet): 5

Quotation #25937934
Document Date: 12/07/2019

Please find the attached quotation for your forthcoming term. Keeping your term current may entitle you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services.

If your quote is regarding software maintenance renewal, visit the following website for details regarding the maintenance program benefits at your licensing level
<http://www.esri.com/apps/products/maintenance/qualifying.cfm>

All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date.

Please note: Certain programs and license types may have varying benefits. Complimentary User Conference registrations, software support, and software and data updates are not included in all programs.

Customers who have multiple copies of certain Esri licenses may have the option of supporting some of their licenses with secondary maintenance.

For information about the terms of use for Esri products as well as purchase order terms and conditions, please visit
<http://www.esri.com/legal/licensing/software-license.html>

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 option 5.



esri[®] 380 New York Street
 Redlands, CA 92373
 Phone: 909-793-28533929
 Fax #: 909-307-3031

Quotation

Date: 12/07/2019

Quotation Number: 25937934

Contract Number: 318946

Send Purchase Orders To:

Environmental Systems Research Institute, Inc.
 380 New York Street
 Redlands, CA 92373-8100
 Attn: Taylor Smith

Please include the following remittance address on your Purchase Order:

Environmental Systems Research Institute, Inc.
 P.O. Box 741076
 Los Angeles, CA 90074-1076

City of Birmingham
 Information Technology Dept
 PO Box 3001
 P.O. Box 3001
 Birmingham MI 48012-3001

Attn: Eric Brunk

Customer Number: 151933

For questions regarding this document, please contact Customer Service at 888-377-4575.

Item	Qty	Material#	Unit Price	Extended Price
10	1	52384 ArcGIS Desktop Advanced Concurrent Use Primary Maintenance Start Date: 03/07/2020 End Date: 03/06/2021	3,000.00	3,000.00
1010	1	87194 ArcGIS Desktop Basic Concurrent Use Primary Maintenance Start Date: 03/07/2020 End Date: 03/06/2021	700.00	700.00
2010	3	87195 ArcGIS Desktop Basic Concurrent Use Secondary Maintenance Start Date: 03/07/2020 End Date: 03/06/2021	500.00	1,500.00
3010	1	87198 ArcGIS 3D Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 06/01/2020 End Date: 03/06/2021	382.19	382.19
4010	2	109842	500.00	1,000.00

Quotation is valid for 90 days from document date.

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

Issued By: Taylor Smith **Ext:** 3929

[CSBATCHDOM]

To expedite your order, please reference your customer number and this quotation number on your purchase order.



esri[®]

380 New York Street
Redlands, CA 92373
Phone: 909-793-28533929
Fax #: 909-307-3031

Quotation

Page 2

Date: 12/07/2019

Quotation Number: 25937934

Contract Number: 318946

Item	Qty	Material#	Unit Price	Extended Price
		ArcGIS for Server Workgroup Standard One Core Additional Migrated Maintenance Start Date: 03/07/2020 End Date: 03/06/2021		
5010	7	114511 ArcPad Maintenance Start Date: 03/07/2020 End Date: 03/06/2021	250.00	1,750.00
6010	1	109845 ArcGIS for Server Workgroup Standard Up to Two Cores Migrated Maintenance Start Date: 03/07/2020 End Date: 03/06/2021	1,000.00	1,000.00

Item Subtotal	9,332.19
Estimated Tax	0.00
Total	USD 9,332.19

DUNS/CEC: 06-313-4175 CAGE: 0AMS3



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380 New York Street
Redlands, CA 92373
Phone: 909-793-28533929
Fax #: 909-307-3031

Quotation

Page 3

Date: 12/07/2019

Quotation Number: 25937934

Contract Number: 318946

Item Qty Material#

Unit Price

Extended Price

Renewal Options:

- Online: Renew through My Esri site at <https://my.esri.com>
 - Credit Card
 - Purchase Order
 - Email Authorization
- Email or Fax: Email Authorization, Purchase Order or signed quote to:
 - Fax: 909-307-3083
 - Email: service@esri.com

Requests via email or signed quote indicate that you are authorized to obligate funds for your organization and your organization does not require a purchase order.

If there are any changes required to your quotation please respond to this email and indicate any changes in your invoice authorization.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <http://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at [http://assets.esri.com/content/dam/esrisites/media/legal/ma-full/ma-full .pdf](http://assets.esri.com/content/dam/esrisites/media/legal/ma-full/ma-full.pdf) apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <http://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy GSA, BPA) on your ordering document.



esri[®]

380 New York Street
Redlands, CA 92373
Phone: 909-793-28533929
Fax #: 909-307-3031

Quotation

Page 4

Date: 12/07/2019

Quotation No: 25937934

Customer No: 151933

Contract No: 318946

Item Qty Material#

Unit Price

Extended Price

US FEDERAL CUSTOMERS: If you are a federal customer or a contractor purchasing on behalf of a federal customer a purchase order is required to receive an invoice. Please email the purchase order to service@esri.com

By signing below, you are authorizing Esri to issue a software support invoice in the amount of USD 9,332.19 plus sales tax, if applicable.

Please check one of the following:

I agree to pay any applicable sales tax.

I am tax exempt. Please contact me if Esri does not have my current exempt information on file.

Eric Brunk

01/10/2020

Signature of Authorized Representative

Date

Eric Brunk

IT Manager

Name (Please Print)

Title



MEMORANDUM

IT Department

DATE: 1/27/2020

TO: Joseph A. Valentine, City Manager

FROM: Eric Brunk, IT Manager

SUBJECT: Purchase of Darktrace Network Security Appliance and Support

Introduction:

In 2019 US government agencies, educational entities, and healthcare institutions fell victim to over 1,000 ransomware attacks with potential costs in excess of \$7.5B. It is clear ransomware is not a fad, prank, or spyware, but a business model with specific targets, attack vectors, and ROI for the attackers. Cybersecurity Specialists estimate attacks will increase in frequency by nearly 30% over the next year alone. While the City has external and internal safeguards in place, given the combination of ever-evolving adversaries and the complexity of today's digital environments, sophisticated attacks will always find their way in. Fast moving attacks are capable of wreaking havoc on organizations within mere seconds. And today's cyber criminals don't operate on a 9-5 schedule.

Darktrace meets this challenge by autonomously responding to contain machine-speed attacks as soon as they happen 24-7.

Background:

Over the last 3 years the City has experienced attacks attempted on our network. While most of these attacks have been thwarted by our existing safeguards there have been instances where attempts have gained a foothold in our network. During those events viruses had to be manually tracked and removed from machines and data restored from backup, or recreated, causing downtime for departments and a duplication of work. After each foothold situation the IT department has reviewed and tightened security on the network. It was determined that no matter how tight external security is, diligent attackers and the human factor (users inside our network) would still allow unplanned access to the network. The City needs a safeguard in place for any activity that may find its way past our external security measures.

IT staff has reviewed intrusion detection and prevention systems from Cisco, Fortinet, Vectra, and Darktrace to tighten internal network security and restrict unplanned events.

During this review the IT department settled on Darktrace as our solution of choice as they are the only solution that met our requirements. Their system is housed on-site, has an autonomous component (AI) that will monitor the network and take needed action, will notify the IT staff of actions that it is taking and allows the IT staff to adjust those actions, remotely if needed.

The other solutions either required replacement of our existing hardware, had no AI management, or required a security team to review the data collected and manage the security of the network.

We worked with Darktrace to install and configure a test appliance as a proof of value so that the IT department could review the data collected, how the system would take action if allowed and what requirements would be necessary for the IT department to manage the appliance and secure the network.

During our review, the Darktrace appliance has surpassed all of our expectations for ease of use, additional security on the network, minimal requirements on existing resources, and the amount of data that we can review on the operation of the environment.

We believe that it is the best fit for our staff, our environment and our needs. We would like to move forward with the full implementation of their product.

Darktrace has referred us to their vendor of choice, SHI international 290 Davidson Ave. Somerset, NJ 08873, for purchase and have provided the pricing for their product off of the Michigan Master Computing Program Contract - 071B6600113-MiDEAL. SHI international is a vendor that the city has worked with on past purchases.

Legal Review:

The legal team has reviewed the Master customer agreement and has signed off on it on the legal aspects.

Fiscal impact:

The SHI Quote and Darktrace master customer agreement for the purchase and installation of their product sets up a 4 year payment plan totaling \$239,292.00 if executed by the 31st of January. This payment plan has the total amount paid in 4 annual installments of \$59,823.00 beginning this fiscal year, and ending in 2023. This purchase was not contemplated when the 2019-2020 budget was prepared, so a budget amendment is required.

Summary:

The IT department recommends the City of Birmingham accept the 4 year payment plan quoted by SHI international to purchase and implement the Darktrace network enterprise immunity system, security appliance, software and support on the City's network.

SUGGESTED RESOLUTION:

Authorize the IT department to purchase the Darktrace enterprise immune system from SHI international using Michigan Master Computing Program Contract - 071B6600113-MiDEAL with a total purchase price not to exceed \$239,292.00. Paid in 4 annual installments of \$59,823.00 beginning 2020, and ending in 2023; purchase to be charged to account #636-228.000-973.0400; and further to approve the appropriation and amendment to the fiscal year 2019-2020 Computer Equipment Fund budget as follows:

Revenues:

Appropriation from Net Position

Expenses:

636-000.000-400.0000	\$59,823	
Network Upgrade	636-228.000-973.0400	\$59,823

DARKTRACE MASTER CUSTOMER AGREEMENT

IMPORTANT - READ CAREFULLY:

Please read the following legally binding Darktrace Master Customer Agreement ("Agreement") between Darktrace Limited or any of its Affiliates ("Darktrace") and the person or entity that has been granted rights under this Agreement ("Customer") carefully. THIS AGREEMENT WILL APPLY TO ANY QUOTE, PRODUCT ORDER FORM, ORDER ACKNOWLEDGEMENT, AND INVOICE, AND ANY SALE, LICENCE, OR DELIVERY OF ANY APPLIANCES OR SERVICES BY DARKTRACE. By selecting the accept option, breaking the seal on the package, or installing, or otherwise accessing or using the Offering (as defined herein), Customer acknowledges that Customer has read, understands and agrees to be bound by the terms and conditions of this Agreement. Where a reseller, service provider, consultant, contractor or other permitted third party downloads, installs or otherwise uses the Appliance on Customer's behalf, such party will be deemed to be Customer's agent and Customer will be deemed to have accepted all of the terms and conditions of this Agreement as if Customer had directly downloaded, installed or used the Appliance.

If Customer does not agree with the terms and conditions of this Agreement, Customer is not authorised to install the Appliance or otherwise use the Offering for any purpose whatsoever. If Customer returns the unused Appliance and all accompanying items in their original condition and packaging within twenty-one (21) calendar days of delivery by Darktrace, together with proof of purchase, Customer may receive a full refund of any Fees paid.

Darktrace and Customer may be collectively referred to as "Parties" or individually as "Party".

RECITALS

Whereas, Darktrace is the supplier of the Offering that is more fully described in the applicable quotation, ordering document, or commercial terms schedule provided by Darktrace or its authorised reseller, as applicable, and accepted by Darktrace, which identifies the Appliances and any Services ordered by Customer from Darktrace or its authorised reseller, as applicable, the term, the respective quantities, the applicable fees, together with any other specifications or requirements and any other restrictions (if any) ("Product Order Form").

Whereas, Customer is interested in using the Offering for its internal use and Darktrace has agreed to Customer's use of the Offering on the terms of this Agreement.

Now therefore, in consideration of the mutual covenants and the payment of Fees described herein, the Parties agree as follows:

1. DEFINITIONS

Certain capitalised terms used but not defined herein are as set forth in Appendix 1 to this Agreement.

2. EVALUATIONS AND BETA TESTING

The following terms in this Clause 2 apply to a Darktrace proof of value or technical preview of the Offering.

- 2.1. If Darktrace permits Customer to conduct a proof of value of the Offering (the "Evaluation"), Customer shall be granted a non-exclusive, non-transferable, non-sublicensable licence to use the Appliance free of charge for evaluation purposes only for a maximum of four (4) weeks, or such other duration as specified by Darktrace in writing at its sole discretion (the "Evaluation Period"). Except for the foregoing, Darktrace does not grant Customer any rights, implied or otherwise in or to the Offering in respect of an Evaluation. Customer must keep the Appliance free from liens, will be responsible for any damage to such Appliance during the Evaluation Period (reasonable wear and tear excepted) and will carry insurance coverage (all risks) in an amount equal to the full replacement value of the Appliance. On the expiry of the Evaluation Period, Customer shall return the Appliance to Darktrace securely and properly packaged, with carriage (and insurance at Customer's option) and this Agreement will terminate.
- 2.2. If Darktrace provides Customer with a new product or new version of the Offering for technical preview or beta testing purposes (a "Preview Product"), Customer may use the Preview Product for evaluation purposes, in a non-production test environment only, for the period specified by Darktrace (the "Test Period"). Customer will test the Preview Product in accordance with any conditions specified in the readme file for the software or any accompanying Documentation and will gather and report test data, feedback, comments and suggestions to Darktrace. Customer's right to use the Preview Product will terminate upon expiry of the Test Period. Darktrace does not warrant that it will release a commercial version of the Preview Product, or that a commercial version will contain the same or similar features as the Preview Product.

- 2.3. Clause 9 and Clause 12 will not apply to Evaluations or Preview Products. APPLIANCES PROVIDED FOR THE PURPOSES OF EVALUATION (“EVALUATION PRODUCTS”) AND PREVIEW PRODUCTS ARE PROVIDED “AS IS” AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: (i) DARKTRACE MAKES NO WARRANTIES, CONDITIONS, REPRESENTATIONS OR UNDERTAKINGS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RELATION TO SUCH EVALUATION PRODUCTS OR PREVIEW PRODUCTS; AND (ii) IN NO EVENT SHALL DARKTRACE BE LIABLE TO CUSTOMER OR TO THOSE CLAIMING THROUGH CUSTOMER FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGE OR LOSS OF ANY KIND, OR ANY LOSS OF PROFITS, LOSS OF CONTRACTS, BUSINESS INTERRUPTIONS, LOSS OF OR CORRUPTION OF INFORMATION OR DATA HOWEVER CAUSED AND WHETHER ARISING UNDER CONTRACT OR TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), EVEN IF DARKTRACE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 2.4. IF ANY LIMITATION, EXCLUSION, DISCLAIMER OR OTHER PROVISION CONTAINED IN CLAUSE 2.3 ABOVE IS HELD TO BE INVALID FOR ANY REASON BY A COURT OF COMPETENT JURISDICTION AND DARKTRACE BECOMES LIABLE THEREBY FOR LOSS OR DAMAGE THAT MAY LAWFULLY BE LIMITED, SUCH LIABILITY WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED TEN THOUSAND POUNDS STERLING (£10,000).

3. OFFERING; ORDER PROCESS

- 3.1. Darktrace agrees to provide to Customer: (i) the number and type of Appliances; (ii) the Support Services; and (iii) the training to be provided to Customer, if any, as set out in the Product Order Form. The Product Order Form must be in writing and reference this Agreement to be valid. The Product Order Form will be governed by this Agreement and any different or additional terms presented with or in any communication, including but not limited to, Customer’s purchase order, are deemed null and void and of no effect unless the additional terms are agreed upon by the Parties in writing prior to acceptance of that Product Order Form. This clause shall not apply where Customer purchases the Offering through a Darktrace authorised reseller.
- 3.2. Darktrace acknowledges and agrees that the Offering is provided for the benefit of Affiliates of Customer from time to time. Accordingly, such Customer Affiliates will be entitled to utilise the Offering in the same way as Customer under the terms of this Agreement. To the extent that any such Customer Affiliate utilises the Offering in accordance with this Clause 3.2, Customer (acting as agent and trustee of the relevant Customer Affiliate) will be entitled to enforce any term of this Agreement and recover all losses suffered by such Customer Affiliate pursuant to this Agreement as though Customer had suffered such loss itself, provided that in no event may Customer make multiple recoveries in respect of the same loss.

4. HARDWARE

- 4.1. Hardware Products. Excluding Evaluations and Preview Products, and subject to Clause 4.3, Darktrace, or its authorised reseller, will sell to Customer, and Customer will purchase, the Hardware element of the Appliance in accordance with the terms of this Agreement. Unless otherwise agreed in the Product Order Form, the cost of the Hardware is included in the Fees. Customer acknowledges that, with respect to the Software that is delivered on Hardware, the Hardware is provided solely as the medium for delivery and operation of the Software. Customer will be granted a licence to the Software on the terms of Clause 5 below.
- 4.2. Delivery. Darktrace will use commercially reasonable efforts to ship the Appliance(s) on the agreed delivery dates (in partial or full shipments); provided, however, that Darktrace will in no event be liable for any delay in delivery or for failure to give notice of delay. Without liability to any person and without prejudice to any other remedy, Darktrace may withhold or delay shipment of any order if Customer is late in payment or is otherwise in default under this Agreement. Darktrace will deliver the Hardware FCA (Incoterms 2010) to the agreed Sites. In the absence of specific shipping instructions from Customer, Darktrace will ship by the method of its choice. Unless otherwise agreed, Customer will pay and be exclusively liable for all costs associated with shipping and delivery including without limitation, freight, shipping, customs charges and expenses, cost of special packaging or handling and insurance premiums incurred by Darktrace in connection with the shipment of the Appliance(s) to Customer. Darktrace will identify itself in all documents related to the shipment of the Appliance(s) as the exporter of record from the applicable jurisdiction of export, and Customer (or its agent, as applicable) as the importer of record into the country of delivery.
- 4.3. Title to Hardware. Notwithstanding anything in the Agreement to the contrary, title to the Hardware will remain with Darktrace during the first twenty-four (24) month period of the Term. Following such initial twenty-four (24) month period and provided Customer is current in all payment obligations to Darktrace, title in the Hardware will pass to Customer. Upon termination for any reason during the first twenty-four (24) month period of the Term (or if the Term is less than twenty-four (24) months in duration, on expiration of the Term), Customer shall return the Hardware to Darktrace, securely and

properly packaged, with carriage (and insurance at Customer's option) prepaid. During such initial twenty-four (24) month period, Customer must (a) clearly designate the Hardware as Darktrace's property; (b) hold the Hardware on a fiduciary basis as Darktrace's bailee; (c) store and use the Hardware in a proper manner in conditions which adequately protect and preserve the Hardware; (d) insure the Hardware against all risks to its full replacement value; and (e) not sell, charge, pledge, mortgage or otherwise dispose of the Hardware or any part of it or permit any lien to arise over the Hardware (or part thereof) and will keep the Hardware free from distress, execution and other legal process.

5. LICENCE GRANT FOR THE SOFTWARE AND RESTRICTIONS

- 5.1. Licence Grant for Software. In consideration of the Fees paid by Customer to Darktrace, and subject to the terms and conditions of this Agreement and the Product Order Form, Darktrace grants to Customer a non-exclusive, non-transferable, non-sublicensable licence for the Term to: (i) install and use the Appliance on the Site(s) or an Outsource Provider's site(s) for Customer's or its Affiliate's internal business purposes (provided that neither Customer nor its Affiliates may use the Appliance or the Services as a commercial product or for the benefit of an unaffiliated third party); (ii) make a commercially reasonable number of copies of the Documentation; provided however, that Customer must reproduce and include all of Darktrace's and its suppliers' copyright notices and proprietary legends on each such copy; and (iii) use Reports, and reproduce and distribute such Reports, internally solely for Customer's or its Affiliate's own business purposes.
- 5.2. Licence Restrictions. All Software is licensed, not sold. The restrictions in this Agreement represent conditions of Customer's licence. Unless otherwise specified in the Product Order Form or the applicable datasheet, the Software is pre-installed on the Hardware and Customer agrees to use the Software solely in conjunction with such Hardware and not separately or apart from the Hardware. Customer specifically agrees not to: (i) sub-licence, rent, sell, lease, distribute or otherwise transfer the Software or any part thereof or use the Offering, or allow the Offering to be used, for timesharing or service bureau purposes or otherwise use or allow others to use for the benefit of any third party (other than Customer's Affiliates); (ii) attempt to reverse engineer, decompile, disassemble, or attempt to derive the source code or underlying ideas or algorithms of the Software or Third Party Software (other than the GPL Software) or any portion thereof, except as required to be permitted by applicable law; (iii) modify, port, translate, localise or create derivative works of the Software, the Third Party Software, the Documentation or Reports (save as expressly permitted by Clause 5.1 above); (iv) use the Offering: (a) in violation of any law, statute, ordinance or regulation applicable to Customer (including but not limited to the laws and regulations governing publicity or privacy, export/import control, federal, state and local laws and regulations governing the use of network scanners and related software in all jurisdictions in which systems are scanned or scanning is controlled, or anti-discrimination, in each case that are applicable to Customer); or (b) negligently, intentionally or wilfully propagate any virus, worms, Trojan horses or other programming routine intended to damage any system or data; (v) remove or modify any acknowledgements, credits or legal notices contained on the Appliance or any part thereof; (vi) install or run on the Hardware any software applications other than the Software and Third Party Software installed by Darktrace on such Hardware; (vii) collect any information from or through the Offering using any automated means (other than Darktrace approved APIs), including without limitation any script, spider, "screen scraping," or "database scraping" application or gain or attempt to gain non-permitted access by any means to any Darktrace computer system, network, or database; and (viii) file copyright or patent applications that include the Offering or any portion thereof.
- 5.3. Outsource Provider. In the event that Customer contracts with any third party service provider(s) such as an outsourcer, hosting or collocation service provider or other information technology service provider for the performance of information technology functions (each, an "Outsource Provider"), Customer may permit such Outsource Provider to exercise all or any portion of the rights granted in Clause 5.1 above solely on Customer's or its Affiliates' behalf, provided that, (i) the Outsource Provider will only use or operate the Offering for Customer's use subject to terms and conditions that are consistent with the rights and limitations set out in this Agreement; and (ii) Customer will remain liable for the acts and omissions of the Outsource Provider under this Agreement
- 5.4. Third Party Software/ Open Source Software. Customer acknowledges that the Software may contain or be accompanied by certain third-party hardware and software products or components ("Third Party Products") including Open Source Software. Any Open Source Software provided to Customer as part of the Offering is copyrighted and is licensed to Customer under the GPL/LGPL and other Open Source Software licences. Copies of, or references to, those licences may be set out in a Product Order Form, the Third Party Product packaging or in a text file, installation file or folder accompanying the Software. If delivery of Open Source Software source code is required by the applicable licence, Customer may obtain the complete corresponding Open Source Software source code for a period of three years after Darktrace's last shipment of the Software by sending a request to: Attn: Legal Department - Open Source Software Request, Darktrace Limited, Maurice Wilkes Building, Cowley Road, Cambridge CB4 ODS, United Kingdom.

6. SERVICES

- 6.1. **Installation.** Darktrace will conduct its standard installation and test procedures to confirm completion of the installation of the Appliance on Customer's or its Outsource Provider's site ("Installation Services").
- 6.2. **Support Services.** Darktrace will provide the Standard Support Services for the Term and any Support Service Options specified in the Product Order Form (collectively, the "Support Services"). Darktrace's Support Services are further described in the Support Services Data Sheet, which details Darktrace's Standard Support Services and Support Service Options, and their respective eligibility requirements, service limitations and Customer responsibilities.
- 6.3. **Call Home.** Darktrace's Call Home feature is critical for certain Support Services. Darktrace will limit its access solely to the extent relevant to Darktrace's provision of the Support Services, and such remote access will be subject to Customer's reasonable policies and procedures provided to Darktrace in writing in advance. The Call Home connection remains within Customer's complete control and is initiated by the onsite Appliance. It can be initiated and terminated at any time by Customer.
- 6.4. **DISCLAIMER.** UNLESS EXPRESSLY AGREED, THE SERVICES DO NOT INCLUDE THE MONITORING, INTERPRETATION OR CORRECTIVE ACTION WITH RESPECT TO ANY ALERTS GENERATED BY THE OFFERING. NO ADVICE, REPORT, OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY CUSTOMER FROM DARKTRACE OR THROUGH OR FROM THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. CUSTOMER UNDERSTANDS THAT: (A) ANY OUTCOME OF THE SERVICES INVOLVING SECURITY ASSESSMENT IS LIMITED TO A POINT-IN-TIME EXAMINATION OF CUSTOMER'S SECURITY STATUS; AND (B) THE SERVICES DO NOT CONSTITUTE ANY FORM OF REPRESENTATION, WARRANTY OR GUARANTEE THAT CUSTOMER'S SYSTEMS ARE SECURE FROM EVERY FORM OF ATTACK, EVEN IF FULLY IMPLEMENTED. CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT NOT ALL ANOMALIES / INTRUSIONS MAY BE REPORTED OR PREVENTED.

7. FEES, PAYMENT AND TAXES

- 7.1. **Fees.** Fees are stated in the Product Order Form. No refunds will be made except as provided in Clause 9 and Clause 10.3 of this Agreement. Unless otherwise explicitly agreed in writing, fees are: (i) exclusive of sales and use taxes assessed by any taxing authority in the jurisdiction(s) in which Customer is physically located and takes delivery of the Appliance or Services; and (ii) exclusive of duties and shipping and handling fees, which unless otherwise agreed will be the responsibility of Customer. Should Customer be required under any law or regulation of any governmental entity or authority outside of the United Kingdom to withhold or deduct any portion of the payments due to Darktrace, then Customer will increase the sum payable to Darktrace by the amount necessary to yield to Darktrace an amount equal to the sum Darktrace would have received had no withholdings or deductions been made. Darktrace may also charge for hardware replacement costs not provided under the Support Services.
- 7.2. **Invoices and Payment.** Customer will be invoiced the Fees from the Commencement Date as defined and set out in the Product Order Form, if not expressly stated in a Product Order Form, Fees will be invoiced on the date of delivery of the first Appliance (the "Commencement Date"). Any other charges, such as out of pocket expenses will be invoiced monthly in arrears. Invoicing will occur via email. Unless otherwise agreed in the Product Order Form, Customer agrees to pay all undisputed amounts within thirty (30) days of Customer's receipt of the applicable invoice by direct bank or wire transfer in accordance with the instructions on the invoice, and any bank charges assessed on Customer by Customer's bank. UNLESS PAYMENTS ARE MADE BY BANK OR WIRE TRANSFER, THEY MUST BE MADE ANNUALLY IN ADVANCE. Darktrace may suspend or cancel performance of open orders or Services if Customer fails to make payments when due, reserving all other rights and remedies as may be provided by law. Darktrace may impose late charges on overdue payments at a rate equal to two percent (2%) per annum above the official dealing rate of the Bank of England, calculated from the date payment was due until the date payment is made, and all reasonable expenses incurred in collection, including legal fees.
- 7.3. **Lapsed Fees.** If Customer has lapsed in the payment of Fees due hereunder, Darktrace may suspend the provision of Services and prior to recommencement of the Services by Darktrace, Customer will be responsible for paying all fees associated with the Offering from the date such Service was stopped through to the then-current date.
- 7.4. Clause 7 shall not apply where Customer has purchased the Offering through a Darktrace authorised reseller.

8. INTELLECTUAL PROPERTY; OWNERSHIP

- 8.1. **Intellectual Property.** Except as expressly set forth herein: (i) this Agreement does not grant either Party any rights, implied or otherwise, to the other's Intellectual Property; and (ii) Darktrace, its suppliers and licensors, retain all right, title and interest in and to the Offering, and the Documentation and all copies thereof, including all enhancements, error correction, new releases, updates, derivations, and modifications thereto (collectively, "**Darktrace Intellectual Property**"). Customer agrees to inform Darktrace promptly of any infringement or other improper action with respect to Darktrace Intellectual Property that comes to Customer's attention.

9. WARRANTIES

- 9.1. **Hardware Warranty.** Darktrace warrants to Customer that during the three (3) year period from the date of delivery of the Appliance, the Hardware will perform materially in accordance with the applicable Documentation.
- 9.2. **Software Warranty.** Darktrace warrants to Customer that during a period of ninety (90) days from the date of delivery of the Appliance, the Software will perform materially in accordance with the applicable Documentation.
- 9.3. **Services Warranty.** Darktrace warrants to Customer that all Services will be performed with all reasonable care, skill and diligence in accordance with generally recognised commercial practices and standards.
- 9.4. **Exceptions.** The warranties contained in Clause 9.1 and Clause 9.2 above will not apply if: (i) Customer's use of the Offering is not in accordance with this Agreement; (ii) Customer fails to follow Darktrace's environmental, installation, operation or maintenance instructions or procedures in the Documentation; (iii) the Appliance has been subject to Customer's (or its agent's) abuse, negligence, improper storage, servicing or operation (including without limitation use with incompatible equipment), reasonable wear and tear excepted; (iv) the Appliance has been modified, repaired or improperly installed other than by Darktrace or any contractor or subcontractor of Darktrace; (v) Customer (or its agent) has failed to implement, or to allow Darktrace or its agents to implement, any corrections or modifications to the Appliance made available to Customer by Darktrace; or (vi) Customer (or its agent) has combined the Appliance with other software, services, or products that are not provided by Darktrace or not otherwise specified in the Documentation, and, but for such combination, the breach of warranty would have been avoided.
- 9.5. **Remedies.** If during the applicable warranty period contained in Clause 9.1 or Clause 9.2 above: (i) Darktrace is notified promptly in writing upon discovery of an error in any of the Appliance, including a detailed description of such alleged error; and (ii) Darktrace's inspections and tests determine that the Appliance contains an error and it is not subject to any of the exceptions set out in Clause 9.4, then, as Darktrace's entire liability and Customer's sole remedy for such breach of warranty, Darktrace will (at Darktrace's option and sole expense) correct, repair or replace the Appliance within a reasonable time or provide or authorise a refund of the unused portion of the Fees Customer has paid for the Offering following the return of the Appliance to Darktrace and the Agreement will terminate. Any items provided as replacement under the terms of the applicable warranty will be warranted for the remainder of such original warranty period. Darktrace will pay for, and will bear all risk of loss of or damage to, the return shipment of the Appliance to Darktrace and the shipment of repaired or replaced the Appliance to Customer. Customer agrees to provide prompt notice of any failure under Clause 9.3 and Darktrace will re-perform any Service that fails to meet the warranted standard.
- 9.6. **DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES SET OUT IN THIS AGREEMENT, AND TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER DARKTRACE NOR ANY OF ITS THIRD PARTY LICENSORS OR SUPPLIERS MAKE ANY WARRANTIES, CONDITIONS, UNDERTAKINGS OR REPRESENTATIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE IN RELATION TO ANY SUBJECT MATTER OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ARISING FROM COURSE OF PERFORMANCE, DEALING, USAGE OR TRADE.. DARKTRACE DOES NOT WARRANT THAT THE OPERATION OF THE OFFERING WILL BE ERROR-FREE OR UNINTERRUPTED.

10. INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT INDEMNITY

- 10.1. **Darktrace Indemnity.** Darktrace will indemnify and defend Customer, Customer's Affiliates, and their respective officers, directors, employees, agents and representatives (and any successors and assigns of the foregoing) (collectively, the "**Customer Indemnitees**") against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a third party claim that the Software provided or made available by Darktrace under this Agreement (or any portion thereof), or its receipt, possession or use by any Customer Indemnitee, infringes a European or U.S. patent, any copyright, or misappropriates any third party trade secrets. The indemnification obligations of Darktrace will be subject to

Customer: (i) notifying Darktrace in writing within twenty (20) days of receiving notice of any threat or claim of such action; (ii) giving Darktrace exclusive control and authority over the defence or settlement of such action (provided that: (A) any settlement will not entail an admission of fault or guilt by any Customer Indemnitee; and (B) the settlement includes, as an unconditional term, the claimant's or the plaintiff's release of Customer Indemnitees from all liability in respect of the claim); (iii) not entering into any settlement or compromise of any such action without Darktrace's prior written consent; and (iv) providing reasonable assistance requested by Darktrace at Darktrace's expense. Customer may join in the defence with its own counsel at its own expense. Customer will be obliged to mitigate its losses insofar as is reasonable in the circumstances.

- 10.2. **Exclusions.** The obligations set out in Clause 10.1 do not apply to the extent that a third party claim is caused by, or results from: (a) Customer's combination or use of the Software that is the subject of the claim with other software, services, or products that are not provided or authorised by Darktrace in writing, if the claim would have been avoided by the non-combined or independent use of the Software that is the subject of the claim; (b) modification of the Software that is the subject of the claim by anyone other than Darktrace or any contractor or subcontractor of Darktrace, if the third party claim would have been avoided by use of the unmodified Offering or other intellectual property that is the subject of the claim; (c) Customer's continued allegedly infringing activity after being notified thereof and being provided with modifications that would have avoided the alleged infringement (which in implementing such modifications, Darktrace will use commercially reasonable efforts to have substantially preserve the utility and functionality of the Offering or other intellectual property that is the subject of the claim); (d) Customer's use of the Software that is the subject of the claim in a manner not in accordance with this Agreement or the Documentation; (e) use of other than Darktrace's most current release of the Software that is the subject of the claim if the third party claim would have been avoided by use of the most current release or revision release or revision.
- 10.3. **Remedies.** If Darktrace reasonably believes the Software infringes a third party's Intellectual Property Rights, then Darktrace will, at its option and at no additional cost to Customer: (a) procure for Customer the right to continue to use the Software; (b) replace the Software; or (c) modify the Software to avoid the alleged infringement. If none of the options in the previous sentence are commercially reasonable, Darktrace may terminate the licence for the allegedly infringing Software and refund a pro rata refund of the Fees paid by Customer from the date a third party claim arose for the allegedly infringing Software to the then-current date, whereupon this Agreement will automatically terminate.
- 10.4. THIS CLAUSE 10 IS A COMPLETE STATEMENT OF THE CUSTOMER'S REMEDIES FOR THIRD PARTY CLAIMS FOR INFRINGEMENT AS DESCRIBED IN CLAUSE 10.1.

11. CUSTOMER DATA; CUSTOMER UNDERTAKINGS AND INDEMNITY

- 11.1. **Customer Data; Licence Grant.** Customer will own all right, title and interest in and to the Customer Data and to the extent such Customer Data is included in a Report, the actual content of such Report. For any Customer Data stored on the Appliance, to the extent required to provide the Services, Customer grants to Darktrace a limited, and non-exclusive licence to access and use the Customer Data only to the extent necessary for Darktrace to perform the Services. Customer agrees Darktrace may utilise the details of any Alerts occurring in Customer's network and any connected data source to develop the Offering on an anonymised basis and excluding any Customer Confidential Information.
- 11.2. **Customer Security Obligations.** In using the Offering or authorising its Outsource Provider and third parties to use it on Customer's behalf, Customer (and not Darktrace) will be responsible for establishing, monitoring, and implementing security practices to control the physical access to and use of the Offering and all Customer Data therein, including Personal Data.
- 11.3. **DATA DISCLAIMER; INDEMNITY.** CUSTOMER IS SOLELY RESPONSIBLE FOR ITS USE OF THE OFFERING, THE ACTIVITIES OF ITS USERS AND FOR THE ACCURACY, INTEGRITY, LEGALITY, RELIABILITY AND APPROPRIATENESS OF ALL CUSTOMER DATA. CUSTOMER EXPRESSLY RECOGNISES THAT DARKTRACE DOES NOT CREATE OR ENDORSE ANY CUSTOMER DATA PROCESSED BY OR USED IN CONJUNCTION WITH THE OFFERING. CUSTOMER FURTHER ACKNOWLEDGES THAT DARKTRACE AND ITS AFFILIATES DO NOT PROVIDE BACKUP SERVICES FOR CUSTOMER DATA AND CUSTOMER UNDERTAKES THAT IT SHALL BE SOLELY RESPONSIBLE FOR BACKUP OF ALL CUSTOMER DATA. Customer will, at Customer's own expense, defend and hold Darktrace, its Affiliates, and their respective officers, directors, employees, agents and representatives ("Darktrace Indemnitees") harmless from and against all liabilities, damages, and costs, including settlement costs and reasonable attorneys' fees, incurred by reason of Darktrace's compliance with the instructions of Customer with respect to the ownership, custody, processing or disposition of the Customer Data by Darktrace, as applicable.

12. LIMITATION OF LIABILITY

- 12.1. LIMITATION OF LIABILITY. SUBJECT TO THE REMAINDER OF THIS CLAUSE 12, EACH PARTY'S MAXIMUM LIABILITY TO THE OTHER PARTY FOR ANY AND ALL CLAIMS, LOSS OR DAMAGE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNT OF ALL FEES PAID OR PAYABLE TO DARKTRACE FOR THE OFFERING DURING THE THEN-APPLICABLE TERM, EXCEPT THAT IN RESPECT OF A BREACH BY EITHER PARTY OF CLAUSE 15 ("DATA PROTECTION") SUCH LIABILITY SHALL NOT EXCEED, IN THE AGGREGATE FOR THE THEN-APPLICABLE TERM, THE GREATER OF (A) THREE TIMES (3X) TOTAL FEES PAID OR PAYABLE TO DARKTRACE FOR THE OFFERING DURING THE THEN-APPLICABLE TERM OR (B) TWO HUNDRED AND FIFTY THOUSAND POUNDS STERLING (£250,000).
- 12.2. EXCLUSION OF CONSEQUENTIAL DAMAGES. SUBJECT TO CLAUSE 12.3 BELOW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT OR CONSEQUENTIAL LOSS; OR ANY LOSS OF PROFITS; LOSS OF REVENUE OR BUSINESS; LOSS OF GOODWILL OR REPUTATION; LOSS OF OR CORRUPTION OR DAMAGE TO DATA; LOSS OF MANAGEMENT TIME, HOWSOEVER ARISING AND WHETHER OR NOT SUCH PARTY HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, CORRUPTION OR DAMAGE.
- 12.3. Exclusions from Limitation of Liability. Nothing in this Agreement will exclude or limit either Party's liability: (i) for death or personal injury due to negligence; (ii) fraud; (iii) under Clause 11.3 ("Data Disclaimer; Indemnity"); (iv) for breach of Clause 14 ("Confidentiality"); (v) for violations of a Party's Intellectual Property Rights, or (vi) for any other matter in respect of which liability cannot lawfully be limited or excluded.

13. TERM; TERMINATION

- 13.1. Term. This Agreement is effective from the Effective Date and will remain in force until: (i) expiry of the Evaluation Period in accordance with Clause 2.1 above ; or (ii) the end of the term specified in a Product Order Form (as applicable the "Term"). In the event of extension or renewal of the Product Order Form, such extension or renewal shall be considered a new and separate Term.
- 13.2. Expiration of the Term. Notwithstanding any provision of this Clause 13, Customer's right to use, and Customer's access to, the Appliance will automatically terminate on expiry of the Term unless and until Customer renews or extends the Term for the Appliance.
- 13.3. Termination for Breach. Either Party may terminate this Agreement if: (i) the other Party is in material breach of the Agreement and fails to cure such breach within thirty (30) days after receipt of written notice; or (ii) the other Party ceases its business operations or becomes subject to insolvency proceedings, which proceedings are not dismissed within thirty (30) days.
- 13.4. Termination or Suspension by Darktrace. Without prejudice to any other right or remedy available to Darktrace:
- 13.4.1. Darktrace may restrict, suspend or terminate Customer's licence or use of the Offering without liability if a court or other government authority issues an order prohibiting Darktrace from furnishing the Offering to Customer. Customer's obligation to pay Fees during any period of suspension under this Clause 13.4.1 will also be suspended. In the event the Offering is suspended pursuant to this Clause 13.4.1 then provided it is lawful to do so, Darktrace will inform Customer of the reasons for the suspension and will work with Customer to resolve such issues and re-instate the Offering.
- 13.4.2. Additionally, Darktrace may terminate, suspend or limit Customer's licence grant or use of the Offering without liability if Darktrace provides Customer with written notice that it has a reasonable suspicion that Customer is using the Offering: (i) in breach of Clause 5.1 or Clause 5.2; or (ii) in a manner that is otherwise unlawful, and in each case Customer does not cure the condition identified in such notice within five (5) business days.
- 13.5. Effect of Termination. Upon termination or expiration of this Agreement:
- 13.5.1 the Term and all other rights and licences granted by one Party to the other, or any services provided by Darktrace to Customer, will cease immediately;
- 13.5.2 in the event that title to the Hardware has not transferred to Customer, Customer shall ensure all Customer Data is removed from the Appliance and return the Appliance to Darktrace in accordance with Clause 4.3. If Customer wishes to retain the Hardware, this will be chargeable at Darktrace's then-current list price. If Customer fails to return the Hardware, Darktrace may invoice, and Customer will pay, for the Hardware at Darktrace's then-current list price. DARKTRACE WILL

NOT BE RESPONSIBLE FOR MAINTAINING OR PROTECTING ANY CONFIGURATION SETTINGS OR DATA FOUND ON THE RETURNED HARDWARE OR COMPONENT PART OF THE HARDWARE AND IT IS CUSTOMER'S SOLE RESPONSIBILITY TO DELETE ANY SUCH INFORMATION PRIOR TO RETURN;

13.5.3 if title to the Hardware has transferred to Customer pursuant to Clause 4.3, Customer must immediately permanently delete the Software from the Hardware and certify erasure to Darktrace in writing or Darktrace will be allowed (i) entry to the Site(s) as necessary to access the Appliance (on reasonable advance notice and subject to Customer's applicable policies and procedures); or (ii) remote access to the Appliance, in each case in order to delete or disable the Software from the Hardware; and;

13.5.4 all undisputed Fees owing to Darktrace at the date on which termination takes effect will become due and payable.

13.6. Survival. The following provisions will survive any termination of this Agreement: Clause 2 ("Evaluations and Beta Testing"); Clause 5 ("Licence Grant For the Software and Restrictions"); Clause 7 ("Fees, Payments and Taxes"); Clause 8 ("Intellectual Property; Ownership"); Clause 9.6 ("Disclaimer"); Clause 10 ("Intellectual Property Rights Infringement Indemnity"); Clause 11.3 ("Data Disclaimer; Indemnity"); Clause 12 ("Limitation of Liability"); Clause 13.5 ("Effect of Termination"); Clause 13.6 ("Survival"); Clause 14 ("Confidentiality;"); Clause 15 ("Data Protection"); and Clause 16 ("General Provisions").

14. CONFIDENTIALITY

14.1. Each party will treat the other party's Confidential Information as confidential. Confidential Information of one Party (the "Disclosing Party") may only be used by the other Party (the "Receiving Party") for the purpose of fulfilling obligations or exercising rights under this Agreement, and may only be shared with employees, agents or contractors of the Receiving Party who have a need to know such information to support such purpose ("Representatives"). Each Party will procure that any of its Representatives to whom Confidential Information is disclosed are bound by contractual obligations equivalent to those in this Clause 14.1. Notwithstanding the foregoing, the Receiving Party shall remain liable for the acts or omissions of its Representatives. Confidential Information will be protected using a reasonable degree of care to prevent unauthorised use or disclosure for five (5) years from the date of receipt or (if longer) for such period as the information remains confidential. These obligations do not cover information that: (i) was known or becomes known to the Receiving Party on a non-confidential basis from a third party, provided that: (a) the Receiving Party has no knowledge that the third party is subject to a confidentiality agreement with the Disclosing Party in respect of the information; and (b) such information is not of a type or character that a reasonable person would have regarded it as confidential; (ii) is independently developed by the Receiving Party without violating the Disclosing Party's rights; (iii) is or becomes publicly known other than through disclosure by the Receiving Party or one of its Representatives in breach of this Agreement; (iv) was lawfully in the possession of the Receiving Party before the information was disclosed by the Disclosing Party. A party may disclose Confidential Information to the extent disclosure is required by law or a governmental agency provided that, to the extent it is lawful to do so, the Receiving Party notifies the Disclosing Party of the request giving it reasonable opportunity to respond, and cooperate with the Disclosing Party's reasonable, lawful efforts to resist, limit or delay disclosure at the Disclosing Party's expense, and except for making such required disclosure, such information will otherwise continue to be Confidential Information. On termination of the Agreement, each Party will promptly return or destroy all Confidential Information of the other Party.

15. DATA PROTECTION

15.1. The Parties acknowledge that the Offering may be used to process Personal Data regulated by the Data Privacy Laws and the Parties shall comply with the data processing requirements as set out in Appendix 2.

16. GENERAL PROVISIONS

16.1. Entire Agreement; Integration.

16.1.1. This Agreement, the appendices and any documents referenced herein, represent the entire agreement between the Parties on the subject matter hereof and supersedes all prior discussions, agreements and understandings of every kind and nature between the Parties and excludes, without limitation, any terms appearing on a purchase order, invoice or other Customer paperwork or any other terms (in each case whether by way of conduct or otherwise). No modification of this Agreement will be effective unless in writing and signed by both Parties. Each Party acknowledges and agrees that, in connection with the Agreement, it has not been induced to enter into the Agreement in reliance upon, and does not have any remedy in respect of, any representation or other promise of

any nature other than as expressly set out in this Agreement. Each Party signing this Agreement acknowledges that it has had the opportunity to review this Agreement with legal counsel of its choice and there will be no presumption that ambiguities will be construed or interpreted against the drafter.

- 16.1.2. Unless otherwise specifically agreed to in a writing signed by each of the Parties, in the event of any conflict or inconsistency between this Agreement, an appendix hereto, any Product Order Form issued hereunder, and or any document incorporated by reference, the order of precedence of the documents from highest to lowest is the Product Order Form, this Agreement, any appendix hereto and the documents incorporated by reference.
- 16.2. Severability. The illegality or unenforceability of any provision of this Agreement will not affect the validity and enforceability of any legal and enforceable provisions hereof.
- 16.3. Force Majeure. Neither Party will be liable for any failure or delay in performing services or any other obligation under this Agreement, nor for any damages suffered by the other or a Customer by reason of such failure or delay, which is, indirectly or directly, caused by an event beyond such Party's reasonable control, riots, natural catastrophes, terrorist acts, governmental intervention, refusal of licences by any government or other government agency, or other acts of god (each, a "Force Majeure Event"), and such non-performance, hindrance or delay could not have been avoided by the non-performing Party through commercially reasonable precautions and cannot be overcome by the non-performing Party through commercially reasonable substitute services, alternate sources, workarounds or other means. During the continuation of a Force Majeure Event, the non-performing Party will use commercially reasonable efforts to overcome the Force Majeure Event and, to the extent it is able, continue to perform its obligations under the Agreement.
- 16.4. Notices. Any notice will be delivered by hand or sent by recorded delivery, registered post or registered airmail and satisfactory proof of such delivery must be retained by the sender. All notices will only become effective on actual receipt. Any notices required to be given in writing to Darktrace or any questions concerning this Agreement should be addressed to: Attn: Legal Department, Darktrace Limited, Maurice Wilkes Building, Cowley Road, Cambridge CB4 0DS, United Kingdom.
- 16.5. Rights of Third Parties. The provisions of this Agreement concerning restrictions on usage of the Offering and protection of Intellectual Property Rights are for the benefit of and may be enforced by each of Darktrace, any Darktrace Affiliate and the Darktrace Indemnitees. Except for the foregoing sentence, or as otherwise expressly set out in the Agreement, this Agreement does not create any rights for any person who is not a party to it and no person who is not a party to this Agreement may enforce any of its terms or rely on any exclusion or limitation contained herein.
- 16.6. Audit. Customer will permit Darktrace or an independent certified accountant appointed by Darktrace access, on written notice, to Customer's premises and Customer's books of account and records at any time during normal business hours for the purpose of inspecting, auditing, verifying or monitoring the manner and performance of Customer's obligations under this Agreement. Darktrace will not be able to exercise this right more than twice in each calendar year.
- 16.7. Independent Contractors. The Parties are independent contractors. Nothing in this Agreement will be construed to create a partnership, joint venture, or agency relationship between the Parties.
- 16.8. Assignment. This Agreement may not be assigned by either Party without the written consent of the other Party. Notwithstanding the foregoing, consent of the other Party will not be required for a transfer to an Affiliate of a Party or if a Party undertakes an initial public offering, a sale of all or substantially all of its shares or assigns all or substantially all of its business and assets to another entity that is not a direct competitor of the non-assigning Party. Any attempt to assign this Agreement in violation of the foregoing will be null and void. This Agreement binds the Parties, their respective Affiliates, successors and permitted assigns.
- 16.9. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Michigan and the state and federal courts located in the City of Detroit, Michigan will have exclusive jurisdiction to determine any disputes, which may arise out of, under, or in connection with, this Agreement. Customer and Darktrace agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply.
- 16.10. Export Restrictions. The Offering is for Customer's use and not for further commercialisation. Customer acknowledges that the Offering may be classified and controlled as encryption items under the United Kingdom's Export Regulations and other national regulations. Each Party will comply with all applicable laws regarding export-controlled items, and will not export, re-export or import, directly or indirectly, any export-controlled items, or any direct product of them, nor undertake any transaction hereunder in violation of any applicable export laws; provided that it will be for the disclosing

Party's account to provide to the other Party all the necessary information regarding any export restrictions imposed on such information and identify such data using appropriate restrictive legends.

- 16.11. ITAR. Customer understands that employees of Darktrace and/or its suppliers may have access to native data to perform the Support Services herein and represents that none of this data requires protection from access by foreign persons because it contains technical information regarding defence articles or defence services within the meaning of the United States International Traffic in Arms Regulations (22 CFR § 120) or technical data within the meaning of the United States Export Administration Regulations (15 CFR §§ 730 - 774). If any of this data does contain any such information, Customer will either lock down access to any such data and/or identify any folders containing such data as export-controlled information and acknowledges that special service rates may apply thereto.
- 16.12. Government End-User Notice (applicable to United States government customers only). The Offering is commercial within the meaning of the applicable civilian and military Federal acquisition regulations and any supplements thereto. If the user of the Appliance is an agency, department, employee, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Appliance, including technical data or manuals, is governed by the terms, conditions and covenants contained in the Darktrace standard commercial licence agreement, as contained herein.
- 16.13. Waiver. Each Party agrees that the failure of the other Party at any time to require performance by such Party of any of the provisions herein will not operate as a waiver of the rights of such Party to request strict performance of the same or like provisions, or any other provisions hereof, at a later time.
- 16.14. Headings. All headings used herein are for convenience of reference only and will not in any way affect the interpretation of this Agreement.
- 16.15. Equitable Remedies. The Parties agree that with respect to a breach by a Party of Clauses 5, 8 or 14, monetary damages may not be an adequate or sufficient remedy for a breach of this Agreement. Therefore, in addition to any applicable monetary damages, a Party will also be entitled to apply for injunctive relief and other equitable relief to prevent breaches of the Agreement, without proof of actual damage.

Appendix 1 – Definitions

1. DEFINITIONS:

- 1.1. Defined Terms. Terms defined in this Appendix 1 will have the meanings given below. Defined terms may be used in the singular or plural depending on the context.
- “Affiliate” means any corporation or other business entity that directly or indirectly controls, is controlled by or is under common control with a Party. Control means direct or indirect ownership of or other beneficial interest in fifty percent (50%) or more of the voting stock, other vesting interest, or income of a corporation or other business entity;
- “Alerts” means features of the Software that generates alerts of suspected malicious activity on a Customer’s network;
- “Appliance(s)” means the Software, or Software combined with Hardware, as more fully described on the Product Order Form
- “Call Home” means the secure and encrypted channel that connects the Appliance to Darktrace central management;
- “Confidential Information” means any information, however conveyed or presented, that relates to the business, affairs, operations, customers, suppliers, processes, budgets, pricing policies, product information, strategies, developments, trade secrets, Intellectual Property, and know-how of a Party, and any other information clearly designated by a Party as being confidential to it (whether or not it is marked "confidential"), and information that ought reasonably be considered to be confidential, but in all circumstances excludes any Personal Data.
- “Customer Data” means all data and information provided by Customer to, or accessible by, Darktrace under this Agreement in connection with the performance of the Services (which may include information about network traffic on Customer’s network (metrics), log/metadata collection, as well as the raw packet capture data from Customer’s network);
- “Data Privacy Laws” means the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003, the General Data Protection Regulation (Regulation (EU) 2016/679) (“GDPR”), and laws of similar purpose or effect in any relevant jurisdiction, in each case as amended, updated, re-enacted or replaced from time to time;
- “Documentation” means user manuals for the Appliance consisting of the applicable installation guides, service descriptions, technical specifications and online help files provided by Darktrace or available on Darktrace’s online portal;
- “Effective Date” means the Effective Date specified in the Product Order Form;
- “EU Model Clauses” means the standard contractual clauses for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection under Directive 95/46/EC, pursuant to the European Commission Decision of 5 February 2010;
- “Fees” means all applicable fees as set out in the Product Order Form;
- “GDPR” is as defined in “Data Privacy Laws” above;
- “GPL Software” means third party software provided by Darktrace on the Hardware to support use of the Software that is licensed directly to Customer and the relevant Customer Affiliates by the relevant rights holder on the terms of the version included or provided with it of the GNU General Public Licence, GNU Lesser General Public Licence or other comparable licence.
- “Hardware” means any hardware device (including embedded firmware) shipped and installed as part of the Offering;
- “Information Security Standards” means Darktrace’s information security code of conduct, as amended from time to time in Darktrace’s sole discretion and available upon request;
- “Intellectual Property” means patents, trademarks, service marks, rights (registered or unregistered) in any designs, applications for any of the foregoing, trade or business names, copyright (including rights in computer software) and topography rights, know-how and other proprietary knowledge and information, internet domain names, rights protecting goodwill and reputation, database rights (including rights of extraction) and all rights and forms of protection of a similar nature to any of the foregoing or having equivalent effect anywhere in the world and all rights under licences and consents in respect of any of the rights and forms of protection mentioned in this definition (and “Intellectual Property Rights” will be construed accordingly);
- “Offering” means collectively the Appliance(s), Software, Services and the Documentation;

“Open Source Software” means third party software that Darktrace distributes with the Software pursuant to a licence that requires, as a condition of use, modification or distribution of such software, that the software or other software combined and/or distributed with it be: (i) disclosed or distributed in source code form; (ii) licensed for the purpose of making derivative works; (iii) redistributable at no charge; or (iv) redistributable but subject to other limitations;

“Product Order Form” has the meaning set forth in the introductory paragraphs;

“Personal Data” means, generally, information relating to an identified or identifiable natural person, or other regulated data types as defined by applicable Data Privacy Laws;

“Reports” means Threat Intelligence Reports as more fully described in the Support Services Data Sheet;

“Services” means the Darktrace Support Services, and any Installation Services, training or professional services which may be provided by Darktrace as specified in the Product Order Form;

“Support Service Options” means the optional support services, if any, as specified in the Product Order Form and further described in the Support Services Data Sheet;

“Site(s)” means the Customer’s business location or its datacentre at the locations described in a Product Order Form;

“Software” means the Darktrace and the Third Party Software (in object code form) delivered to Customer as part of the Offering or on a standalone basis, together with all enhancements, error corrections, and/or updates which are generally made available by Darktrace as part of the Offering. The GPL Software does not form part of the Software and is licensed to Customer and the Customer Affiliates directly on the terms of the applicable licences, provided that the GPL Software will nevertheless be deemed to form part of the Software for the purposes of the Support Services, such that Darktrace will support it as if it were part of the Software;

“Standard Support Services” means the standard support services provided by Darktrace as set out in the Darktrace Support Services Data Sheet;

“Support Services Data Sheet” means the Documentation describing the terms of the Support Services.

“Third Party Licensors” means the suppliers of the Third Party Software to Darktrace; and

“Third Party Software” means: (i) any software or other technology that is licensed to Darktrace from Third Party Licensors for the purpose of making the Offering available commercially; and (ii) Open Source Software.

1.2. Construction. In this Agreement (except where the context otherwise requires):

- 1.2.1. any reference to a clause or schedule is to the relevant clause or schedule of or to this Agreement and any reference to a paragraph is to the relevant paragraph of the clause or schedule in which it appears;
- 1.2.2. the index and clause headings are included for convenience only and will not affect the interpretation of this Agreement;
- 1.2.3. use of the singular will include the plural and vice versa;
- 1.2.4. use of any gender will include any other gender;
- 1.2.5. any reference to persons includes natural persons, firms, partnerships, companies, corporations, associations, organisations, governments, foundations and trust (in each case whether or not having separate legal personality);
- 1.2.6. any phrase introduced by the terms “including”, “include”, “in particular” or any similar expression will be construed as illustrative and will not limit the sense of the words preceding those terms;
- 1.2.7. any reference to any other document is a reference to that other document as amended, varied, supplemented, or novated (in each case, other than in breach of the provisions of this Agreement) at any time.

Appendix 2: Data Protection Agreement

1. **DEFINITIONS.** For the purposes of this DPA, the terms defined in this Appendix shall have the meanings as set forth in the Agreement. Any terms not specifically defined by this DPA or the Agreement shall have the meaning given by GDPR.
2. **SUBJECT MATTER OF THE DATA PROCESSING AGREEMENT**
 - 2.1 This Data Processing Agreement (“DPA”) applies to the processing of Customer Personal Data under the Agreement.
 - 2.2 Customer will be the “Data Controller” and Darktrace will be the “Data Processor” as defined under GDPR. Each Party agrees that it shall comply with its obligations as a Data Controller and a Data Processor, respectively under the Data Privacy Laws in exercising its rights and performing its obligations under this Agreement.
 - 2.3 This DPA is an Appendix to the Agreement.
3. **NATURE AND PURPOSE OF PROCESSING REGULATED DATA**
 - 3.1 The Data Processor shall process Personal Data in order to provide the Support Services as set forth in the Support Services Datasheet.
 - 3.2 In the event that the Data Controller has purchased Antigena Email, the additional data protection provisions of the Antigena Email Schedule shall apply and be incorporated into this DPA.
4. **TYPES AND CATEGORIES OF PERSONAL DATA**
 - 4.1 Categories of Data Subjects.
 - Employees including volunteers, agents, temporary workers, independent contractors;
 - Contractors
 - Customer clients, prospects
 - Suppliers, vendors
 - Advisors, consultants and other professional experts
 - Customer officers, directors
 - And any other categories of Data Subjects that may be contained in the Data Controller’s network.
 - 4.2 Types of Personal Data:
 - IP addresses
 - Host names
 - File names
 - Email addresses
 - And any other types of Personal Data that may be contained in the Data Controller’s network.
5. **RIGHTS AND OBLIGATIONS OF THE CONTROLLER**
 - 5.1 The Data Controller hereby instructs the Data Processor to take such steps in the processing of Personal Data as are reasonably necessary for the performance of the Data Processor’s obligations under the Agreement, and agrees that such instructions, including the terms of this DPA and the Agreement, constitute its full and complete instructions as to the means by which Personal Data shall be processed by the Data Processor.
6. **RIGHTS AND OBLIGATIONS OF THE PROCESSOR**
 - 6.1 The Data Processor shall only process Personal Data in accordance with the Data Controller’s written instruction as specified herein and shall not use Personal Data except to deliver the Offering and the Services as instructed by the Agreement, unless such processing is required by law to which the Data Processor is subject, in which case the Data Processor shall, to the extent permitted by law, inform the Data Controller of that legal requirement prior to carrying out the applicable processing.
 - 6.2 The Data Processor shall immediately inform the Data Controller if, in the Data Processor’s reasonable opinion, an instruction from the Data Controller infringes the Data Privacy Laws.
 - 6.3 If Personal data originates in the European Union, the Data Processor shall not transfer Personal Data outside the European Economic Area (“EEA”) without the prior written consent of the Data Controller and not without procuring provision of adequate safeguards (as defined by the European Commission from time to time);
 - 6.4 In the event that the UK ceases to be a member of the European Union or ceases to be considered by the European Commission to be an adequate country pursuant to Article 45 of GDPR, then the parties agree that Darktrace will apply the EU Model Clauses to any relevant transfer of data and the EU Model Clauses will be deemed incorporated from the date of first transfer. Any processing of Personal Data under the EU Model Clauses will reflect the subject matter, purpose and scope of Personal Data processed under this DPA (for the purpose of Appendix 1 of the EU Model Clauses) and be subject to the technical and organisational measures detailed herein (for the purpose of Appendix 2 of the EU Model Clauses).
 - 6.5 The Data Processor shall take reasonable steps to ensure the reliability of its agents and employees who have access to any Personal Data.

7. SECURITY

7.1 Taking into account the nature, scope, context and purposes of processing, the Data Processor has implemented and will maintain the administrative, physical, technical and organisational measures as described in the Darktrace Information Security Policy to protect any Personal Data accessed or processed by it against unauthorised or unlawful processing or accidental loss, destruction, damage or disclosure. The parties agree that for the purposes of the processing hereunder, the measures contained within the Darktrace Information Security Policy are appropriate, given the nature of the data to be processed and the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction, disclosure, access or damage.

8. PERSONAL DATA BREACH NOTIFICATION

8.1 In the event that the Data Processor suffers a Personal Data Breach, the Data Processor shall inform the Data Controller within twenty-four (24) hours upon learning of the same and reasonably cooperate with the Data Controller to mitigate the effects and to minimise any damage resulting therefrom. To the extent reasonably possible, the notification to the Data Controller shall include: (i) a description of the nature of the incident, including where possible the categories and approximate number of data subjects concerned and the categories and approximate number of Personal Data records concerned; (ii) the name and contact details of the Data Processor's data protection officer or another contact point where more information can be obtained; (iii) a description of the likely consequences of the incident; and (iv) a description of the measures taken or proposed to be taken by the Data Processor to address the incident including, where appropriate, measures to mitigate its possible adverse effects

9. SUBPROCESSORS

9.1 Save as expressly provided herein, the Data Processor will not use subprocessors for the processing of Personal Data. For the purposes of providing Support Services alone: (i) The Data Controller hereby authorises the Data Processor to use its affiliates specified in the Support Services Datasheet to process Personal Data (the "Affiliate Subprocessors"); (ii) The Data Processor shall have in place with the Affiliate Subprocessors a written agreement equivalent to the terms contained herein to protect Personal Data; and (iii) The EU Model Clauses shall apply to the extent the processing of Personal Data by the Affiliate Subprocessors involves a transfer of Personal Data which originates in the EEA to a third country outside of the EEA. For such purposes, the Data Controller hereby authorises the Data Processor to enter into the EU Model Clauses with the Affiliate Subprocessors on the Data Controller's behalf.

9.2 Save for the foregoing, the Data Processor shall not engage any subprocessors without the prior written authorisation of the Data Controller. In the event that the Data Controller authorises the use by the Data Processor of any other subprocessors, the Data Processor shall procure that such subprocessors enter into a written agreement containing provisions no less stringent than this DPA.

9.3 The Data Processor shall be fully liable for any breach by the subprocessors of any data protection obligations set out in this Clause.

10. ASSISTANCE WHEN HANDLING REQUESTS FROM DATA SUBJECTS

10.1 Taking into account the nature of processing and the information available to the Data Processor, the Data Processor will provide reasonable support to the Data Controller: (i) in complying with any legally mandated request for access to or correction of any Personal Data by a data subject under Chapter III GDPR (and where such request is submitted to the Data Processor, the Data Processor will promptly notify the Data Controller of it); (ii) in responding to requests or demands made to the Data Controller by any court or governmental authority responsible for enforcing privacy or data protection laws; or (iii) in its preparation of a Data Protection Impact Assessment.

11. AUDIT

11.1 The Data Processor agrees to maintain ISO 27001 certification for the duration of the Term. The Data Processor will use an external auditor to verify that its security measures meet ISO 27001 standards in accordance with the ISO certification process. On the Data Controller's written request, and subject to appropriate confidentiality obligations, the Data Processor will make available to the Data Controller: (i) a copy of the current certificate in relation to the ISO 27001 certification; and (ii) Information reasonably requested by the Data Controller in writing with regards to the Data Processor's processing of Personal Data under this DPA. The Data Controller agrees to exercise any right it may have to conduct an audit or inspection under GDPR (or the EU Model Clauses if they apply) by requesting the foregoing information.

12. RETURN/DESTRUCTION OF PERSONAL DATA

12.1 Upon termination of the Agreement, the Data Processor shall delete or return all Personal Data in accordance with the Data Controller's written instructions.



Pricing Proposal
 Quotation #: 18343311
 Created On: 1/22/2020
 Valid Until: 1/31/2020

City of Birmingham

151 Martin St.
 Birmingham, MI 48009

Inside Account Executive

Michael Vassos

290 Davidson Ave.
 Somerset, NJ 08873
 Phone: 732-564-8566
 Fax: 732-564-8078
 Email: Michael_Vassos@shi.com

Eric Brunk

IT Manager
 United States
 Phone: (248) 530-1855
 Fax:
 Email: ebrunk@bhamgov.org

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Enterprise Immune System Year 1 Darktrace - Part#: DCIP-EIS Contract Name: Michigan Master Computing Program Contract (MiDEAL) Contract #: 071B6600113 Subcontract #: 071B6600113-MiDEAL Note: Year 1	1	\$59,823.00	\$59,823.00
2 Enterprise Immune System Year 2 Darktrace - Part#: DCIP-EIS Contract Name: Michigan Master Computing Program Contract (MiDEAL) Contract #: 071B6600113 Note: Year 2	1	\$59,823.00	\$59,823.00
3 Enterprise Immune System Year 3 Darktrace - Part#: DCIP-EIS Contract Name: Michigan Master Computing Program Contract (MiDEAL) Contract #: 071B6600113 Note: Year 3	1	\$59,823.00	\$59,823.00
4 Enterprise Immune System Year 4 Darktrace - Part#: DCIP-EIS Contract Name: Michigan Master Computing Program Contract (MiDEAL) Contract #: 071B6600113 Note: Year 4	1	\$59,823.00	\$59,823.00
5 Medium Appliance Darktrace - Part#: DCIP-M	1	\$0.00	\$0.00
6 Antigena Network Software Darktrace - Part#: DC IP-ANTI	1	\$0.00	\$0.00
7 SaaS-Gsuite Darktrace - Part#: SaaS-Gsuite	1	\$0.00	\$0.00
8 Threat Visualizer, Virtual Instructor - Public Darktrace - Part#: DC IP-TV-PT	1	\$0.00	\$0.00

Total \$239,292.00

Additional Comments

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The Products offered under this proposal are resold in accordance with the [SHI Online Customer Resale Terms and Conditions](#), unless a separate resale agreement exists between SHI and the Customer.

DATE: January 22, 2020

TO: Joseph A. Valentine, City Manager

FROM: Theresa Bridges, Assistant City Engineer

SUBJECT: Residential Site Evaluation Review Consulting and Fees

INTRODUCTION:

Over the last several years, there has been an increase in the amount of residential construction within the City. In an effort to provide the quality of service that supports the growth, the Engineering Department, with the assistance of the Building Department and the Human Resources Department, has solicited bid proposals from Engineering consultants for the review of Residential Site Evaluation Permit applications and the performance of Final Grade inspections. These services are currently being provided by the Engineering and Building Departments, respectively.

The selection committee is recommending entering into an agreement with Hubbell, Roth, and Clark for the aforementioned services with fees to be passed through to developers via an escrow account system. Currently only Residential Site Evaluation Permit application fees are being funded by developers with a flat fee. The proposed agreement defines a much quicker turn-around for reviews than is currently being provided, so it is expected to be received without overwhelming criticism.

BACKGROUND:

With the increase in overall construction activity within the City, the Engineering Department has struggled to provide Residential Site Evaluation Permit application (Site Plan) reviews within a timeline that is comparable to other communities. While the quality of the reviews has been given the higher priority, we recognize the value in providing permit application reviews in a timely manner to accommodate development demand.

With a goal of maintaining the quality of the service, the City followed a two-step selection process in which (1) the Statement of Qualifications were reviewed and the most qualified firms were selected for a short list; and (2) the Fee Proposals of the short-listed firms were opened and reviewed. The evaluation of the most qualified firms, in conjunction with their proposed fees, would determine the recommendation to City Commission for the final selection of one firm.

We received Statements of Qualifications from three Engineering consultants: Hubbell, Roth & Clark (HRC), Spalding DeDecker, and Rowe Professional Services Company. Upon review of the qualifications, we short-listed HRC and Spalding DeDecker due to their experience with residential site plan reviews and their ability to provide the services as outlined in the RFP,

which includes City office hours, field investigation, and plan review with specific timelines defined.

We compared the proposed fee schedules submitted by the short-listed consultants as provided in the attached Fee Proposal Schedule Summary, and determined that an interview of the consultants would help to provide a distinction between their qualifications as well as ensure that each consultant clearly understood the expectations. Additionally, a clarification to the fee schedule was discussed with each consultant and has been incorporated into the Fee Proposal Schedule Summary accordingly.

While the fees for the services proposed by HRC were higher than those of Spalding DeDecker, HRC's approach and qualifications seem to be more fitting for the City's needs. HRC has indicated an Associate with the firm who is a Professional Engineer with 25 years of Birmingham experience will train and oversee the services. They intend on having a consistent staff Professional Engineer provide the services and be available for office hours at the City, consisting of a minimum of 16 hours per week on non-consecutive days. Due to their close proximity to the City, they are amenable to consistent pick-ups of documents as necessary outside of the dedicated "office hour" days.

Discussions with their listed references, Bingham Farms and Bloomfield Hills, confirmed that they have provided similar plan review services to the nearby communities with similar residential infill site construction activity. The Bingham Farms Village Administrator reported that they have not had any issues with their services, including the review turn-around time, and complimented them on their attentiveness to their needs. The Bloomfield Hills City manager detailed how well HRC adjusted some procedures to service their particular and demanding nature. Both communities have used them for several years.

HRC has a long history of quality consulting services provided to the City with many designs and studies, including recently the Storm water, Asset Management and Wastewater (SAW) program, and a brief time of supporting the Engineering Department in 2013 with residential site plan reviews. Jim Surhigh, Associate, has remained the consistent client representative for over 20 years, and is extremely knowledgeable about the City's infrastructure. Emily Ause, Graduate Engineer, has been reviewing residential site plans for primarily infill sites over the past few years. They also introduced the idea of providing additional staff to become familiar with the procedures and review process, so there will be little to no absence of services.

LEGAL REVIEW:

The City's standard agreement language was used for this bidding document. No legal review is required at this time.

FISCAL IMPACT:

Services provided under this agreement are paid for from permit fees. For development of a new house, an escrow accounting system for the fees in the amount of \$1,025 is recommended to cover expenses of the base fee (administrative costs), the initial New House Site Plan Review and up to three revisions, and the initial Final Grade Inspection & As-built Survey Review and up to one revision. For development of an addition, an escrow accounting system for the fees in the amount of \$600 is recommended to cover expenses of the base fee (administrative costs), the initial Addition Site Plan Review and up to two revisions, and the initial Final Grade Inspection & As-built Survey Review with no revisions. Additional fees

may be required as the escrow is exhausted, which would be dependent on the number of revisions required of the site plan designers, builder initiated changes, construction/as-built errors, etc. Upon the finalization of projects, the escrow account would be refunded to the payer of said escrow accounts.

PUBLIC COMMUNICATIONS:

Upon approval of the recommended resolutions, the change of the fees would be outlined in a notification and emailed to those who have pulled Site Evaluation Permits over the last few years. The recommended effective date of the agreement, and subsequent fees and escrow procedure, is March 1, 2020, which would provide 30-day notice of the changes that will result in much more timely reviews.

SUMMARY

In order to accommodate the continued development demand and high level of construction activity within the City, staff recommends entering an agreement for consulting services with Hubbell, Roth & Clark for Residential Site Evaluation Services, to be funded by permit fees.

ATTACHMENTS:

- Request for Proposals for Residential Site Evaluation Services
- Fee Proposal Schedule Summary
- Community Development page of the proposed Schedule of Fees, Charges, Bonds, Insurance

SUGGESTED RESOLUTION:

To approve the Professional Services Agreement with Hubbell, Roth & Clark, Inc. for Residential Site Evaluation Services for a 1-year term, extendable at the discretion of the City Commission up to three years. Further, to direct the Mayor and City Clerk to sign the agreement on behalf of the City.

AND

To amend the Schedule of Fees, Charges, Bonds, Insurance, in the Community Development section as indicated by the consultant fee proposal.



**REQUEST FOR PROPOSALS
For RESIDENTIAL SITE EVALUATION SERVICES**

Sealed proposals endorsed **“RESIDENTIAL SITE EVALUATION SERVICES-QUALIFICATIONS” AND “RESIDENTIAL SITE EVALUATION SERVICES-FEES”**, will be received at the Office of the City Clerk, 151 Martin Street, PO Box 3001, Birmingham, Michigan, 48012; until 2:00 p.m. local time, on Thursday, December 19, 2019.

The City of Birmingham, Michigan is accepting sealed bid proposals from qualified professional firms to provide residential Site Engineering plan review, field investigation, and related office hours. This work must be performed as specified accordance with the specifications contained in the Request For Proposals (RFP).

The City will follow a two-step selection process. The Statement of Qualifications will be reviewed and the firms deemed to be the most qualified will be selected for a short list. The Fee Proposals of those firms will then be opened and reviewed. The City's evaluation of the most qualified firms in conjunction with their proposed fees will determine the recommendation to City Commission for the final selection of one firm.

The RFP may be obtained online from the Michigan Inter-governmental Trade Network (MITN) at <http://www.mitn.info> or at the City of Birmingham, 151 Martin St., Birmingham, Michigan, Attn: Theresa Bridges.

The acceptance of any proposal made pursuant to this invitation shall not be binding upon the City until an agreement has been executed.

Submitted to MITN:	Wednesday, December 4, 2019
Deadline for Submissions:	2:00 p.m. local time, Thursday, December 19, 2019
Contact Person:	Theresa Bridges P.O. Box 3001, 151 Martin Street Birmingham, MI 48012-3001 Phone: 248.530.1269 Email: tbridges@bhamgov.org



**REQUEST FOR PROPOSALS
For RESIDENTIAL SITE EVALUATION SERVICES**

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INTRODUCTION

For purposes of this request for proposals the City of Birmingham will hereby be referred to as “City” and the private firm will hereby be referred to as “Consultant.”

The City of Birmingham, Michigan is accepting sealed bid proposals from qualified professional firms to provide residential Site Engineering plan review, field investigation, and related office hours. The City currently approves approximately 100-125 Site Evaluation Applications per year for new homes, additions, accessory structures, etc., of which approximately 50-75 are new home applications. This work must be performed in accordance with the specifications outlined by the Scope of Work contained in this Request For Proposals (RFP).

During the evaluation process, the City reserves the right where it may serve the City's best interest to request additional information or clarification from proposers, or to allow corrections of errors or omissions. At the discretion of the City, firms submitting proposals may be requested to make oral presentations as part of the evaluation.

It is anticipated the selection of a firm will be completed by January 13, 2020. An Agreement for services will be required with the selected Consultant. A copy of the Agreement is contained herein for reference. Contract services will commence upon execution of the service agreement by the City.

REQUEST FOR PROPOSALS (RFP)

The purpose of this RFP is to request sealed bid proposals from qualified parties presenting their qualifications, capabilities and fees to provide residential Site Engineering plan review, field investigation, and office hours.

INVITATION TO SUBMIT A PROPOSAL

Proposals shall be submitted no later than 2:00 p.m. local time, on Thursday, December 19, 2019 to:

City of Birmingham
Attn: City Clerk
151 Martin Street
Birmingham, Michigan 48009

Five (5) copies of the Statement of Qualifications proposal and one (1) copy of the Fee Proposal shall be submitted. The Statement of Qualifications and Fee Proposal should be firmly sealed in two (2) separate envelopes, which shall be clearly marked on the outside, **“RESIDENTIAL SITE EVALUATION SERVICES - QUALIFICATIONS”** and **“RESIDENTIAL SITE EVALUATION SERVICES - FEES”**. Any proposals received after the due date cannot be accepted and will be rejected and returned, unopened, to the proposer.

INSTRUCTIONS TO BIDDERS

1. Any and all forms requesting information from the bidder must be completed on the attached forms contained herein (see Consultant's Responsibilities).
2. Any request for clarification of this RFP shall be made in writing and delivered to: Theresa Bridges, 248.530.1269, tbridges@bhamgov.org. Such request for clarification shall be delivered, in writing, no later than 5 p.m. Monday, December 16, 2019. Clarifications will be posted to MITN for the benefit of all bidders.
3. All proposals must be submitted following the RFP format as stated in this document and shall be subject to all requirements of this document including the instruction to respondents and general information sections. All proposals must be regular in every respect and no interlineations, excisions, or special conditions shall be made or included in the RFP format by the respondent.
4. The contract will be awarded by the City to the most qualified, responsive and responsible bidder with the lowest price and the services will require the completion of the work pursuant to these documents.
5. Each respondent shall include in the proposal, in the format requested, the fee of performing the work in a separate sealed envelope as previously described herein. Municipalities are exempt from Michigan State Sales and Federal Excise taxes. Do not include such taxes in the proposal figure. The City will furnish the successful company with tax exemption information when requested.
6. Each respondent shall include in their proposal the following information: Firm name, address, city, state, zip code, telephone number, and fax number. The company shall also provide the name, address, telephone number and e-mail address of an individual in their organization to whom notices and inquiries by the City should be directed as part of their proposal.

MINIMUM QUALIFICATIONS

Firms interested in submitting qualifications shall meet the following minimum requirements:

1. The firm shall perform all duties listed below in the Scope of Services section of this RFP without the use of sub-consultants unless otherwise indicated herein.
2. The firm shall employ a minimum of three (3) licensed professional engineers, all of whom shall be registered in the State of Michigan.
3. The firm shall employ at least one (1) licensed professional surveyor who

shall be registered in the State of Michigan.

4. The firm shall demonstrate that it possesses relevant municipal engineering consulting experience.

EVALUATION PROCEDURE AND CRITERIA

The evaluation panel will consist of City staff and any other person(s) designated by the City who will evaluate the proposals based on, but not limited to, the following criteria:

1. Ability to provide services as outlined; understanding and approach to the Scope of Services.
2. Related experience and references with similar services.
3. Consultant background and personnel qualifications.

TERMS AND CONDITIONS

1. The qualifications and approved fees for residential site evaluation services will remain in effect for a period up to one (1) year from the date of City Commission approval. The qualifications period may be extended beyond one year at the discretion of City Commission, up to three (3) years.
2. The City reserves the right to reject any or all proposals received, waive informalities, or accept any proposal, in whole or in part, it deems best. The City reserves the right to award the contract to the next most qualified Consultant if the successful Consultant does not execute a contract within ten (10) days after the award.
3. The City reserves the right to request clarification of information submitted and to request additional information of one or more Consultants.
4. The City reserves the right to terminate the contract at its discretion should it be determined that the services provided do not meet the specifications contained herein. The City may terminate this Agreement at any point in the process upon notice to Consultant sufficient to indicate the City's desire to do so. In the case of such a stoppage, the City agrees to pay Consultant for services rendered to the time of notice.
5. Any proposal may be withdrawn up until the date and time set above for the opening of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide the services set forth in the proposal.
6. The cost of preparing and submitting a proposal is the responsibility of the Consultant and shall not be chargeable in any manner to the City.

7. Payment will be made within thirty (30) days after invoice. Acceptance by the City is defined as authorization by the designated City representative to this project that all the criteria requested under the Scope of Work contained herein have been provided. Invoices are to be rendered each month following the date of execution of an Agreement with the City.
8. The Consultant will not exceed the timelines established for the completion of this project.
9. The successful bidder shall enter into and will execute the contract as set forth and attached as Attachment A.

CONSULTANT'S RESPONSIBILITIES

Each bidder shall provide the following as part of their proposal:

1. Complete and sign all forms requested for completion within this RFP.
 - a. Bidder's Agreement (Attachment B - p. 16)
 - b. Fee Proposal (Attachment C - p. 17)
 - c. Iran Sanctions Act Vendor Certification Form (Attachment D - p. 18)
2. Provide a description of comparable services that demonstrate the firm's ability to perform customer service of similar scope, size, and purpose, and in a timely manner, and within budget.
3. Provide a written plan detailing the anticipated timeline for completion of the tasks set forth in the Scope of Work (p. 8). Include a statement that the Consultant will be available according to the proposed timeline.
4. Provide a description of the firm, including resumes and professional qualifications of the principals involved in administering the services.
5. Provide two (2) client references from past or present servicing, include current phone numbers.
6. The Consultant will be responsible for transportation to and from the City, as well as within the City for field work, at no cost to the City.

CITY'S RESPONSIBILITY

1. The City will provide a designated representative and backup representative to work with the Consultant to coordinate both the City's and Consultant's efforts and to inspect and verify any work performed by the Consultant.
2. The City will provide access to the City of Birmingham during regular business hours, which includes a desk, phone and computer with internet access.

3. The City will provide a tablet for photographs and remote access to B.S.& A., the City's permit review and inspection tracking system.
4. The City will provide a parking structure permit at a designated parking structure and a City identification vehicle magnet for use within the City.
5. The City will provide an identification card and lanyard for use as representing the City.

SETTLEMENT OF DISPUTES

The successful bidder agrees to certain dispute resolution avenues/limitations. Please refer to paragraph 17 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

INSURANCE

The successful bidder is required to procure and maintain certain types of insurances. Please refer to paragraph 12 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

CONTINUATION OF COVERAGE

The Consultant also agrees to provide all insurance coverages as specified. Upon failure of the Consultant to obtain or maintain such insurance coverage for the term of the agreement, the City may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the contract amount. In obtaining such coverage, the City shall have no obligation to procure the most cost effective coverage but may contract with any insurer for such coverage.

EXECUTION OF CONTRACT

The bidder whose proposal is accepted shall be required to execute the contract and to furnish all insurance coverages as specified within ten (10) days after receiving notice of such acceptance. Any contract awarded pursuant to any bid shall not be binding upon the City until a written contract has been executed by both parties. Failure or refusal to execute the contract shall be considered an abandoned all rights and interest in the award and the contract may be awarded to another. The successful bidder agrees to enter into and will execute the contract as set forth and attached as Attachment A.

INDEMNIFICATION

The successful bidder agrees to indemnify the City and various associated persons. Please refer to paragraph 12 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

CONFLICT OF INTEREST

The successful bidder is subject to certain conflict of interest requirements/restrictions. Please refer to paragraph 14 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

EXAMINATION OF PROPOSAL MATERIALS

The submission of a proposal shall be deemed a representation and warranty by the Consultant that it has investigated all aspects of the RFP, that it is aware of the applicable facts pertaining to the RFP process and its procedures and requirements, and that it has read and understands the RFP. Statistical information which may be contained in the RFP or any addendum thereto is for informational purposes only.

PROJECT TIMELINE

The Consultant will not exceed the timelines established for completion as described in the Scope of Work.

SCOPE OF WORK

The Consultant shall perform the following services in accordance with the requirements as defined and noted herein:

1. Conduct and Complete Initial Residential Site Evaluation Application reviews for new homes within 10 business days of receipt. Additionally, reviews for additions/accessory structures/others may be requested by the City, also to be completed within 10 business days of receipt.
 - a. A designated Michigan licensed Professional Engineer with a minimum of 5 years experience shall be responsible for regularly providing the services.
 - b. Perform a site visit and provide existing conditions photographs, utilizing the City issued tablet. Photographs shall be uploaded to the City's server regularly (minimum once weekly).
 - c. Provide a technical review of the single family residential Site Plan for compliance with all City codes and requirements; and complete the Site Evaluation Review Worksheet (Attachment E) throughout the review process.
 - d. Provide the review comments of required revisions (and any recommendations) to the site designer (engineer or surveyor), and copy the applicant and City designated representative(s); and input comments and status into B.S.&A. tracking system.
 - e. Incorporate review comments from the Department of Public Services Parks & Forestry Division as necessary.
 - f. Identify any additional required permits in the review comments, such as Soil Erosion & Sedimentation Control Permit, Oakland County Water

Resources Tap Permit, or EGLE Floodplain Permit; any of which will be reviewed and processed by others.

2. Complete revised Site Plan reviews/approvals within 3 business days of receipt; and submit the completed Site Evaluation Review Worksheet to the City designated representative upon Site Plan approval.
3. Conduct final grade inspections and review of the certified As-Built Survey compared to the approved Site Plan within 3 business days from requested inspection, issue approval toward Certificate of Occupancy or identifying bondable required corrections. Approvals or rejections shall be documented in B.S.&A.
4. Provide a minimum of 16 hours per week over a consistent combination of non-consecutive business days within the City for office hours and site visits, consultation for issues arising during construction, access to the City's maps, personnel and files, pick-up of site plans, etc. The schedule shall be negotiated with the City and may be modified as necessary.
5. Provide a project status spreadsheet monthly with dates of submittals, receipt, inspections, issuance of comments or approval, etc. with invoice for services.
6. The Consultant shall operate in a safe manner and will observe all MIOSHA guidelines.
7. This section and referenced documents shall constitute the Scope of Work for these services and as such all requirements must be met.

**PROFESSIONAL SERVICES AGREEMENT
for RESIDENTIAL SITE EVALUATION SERVICES**

This AGREEMENT, made this _____ day of _____, 2020, by and between CITY OF BIRMINGHAM, having its principal municipal office at 151 Martin Street, Birmingham, MI (hereinafter sometimes called "City"), and HUBBELL, ROTH & CLARK, Inc., having its principal office at 555 Hulet Drive, Bloomfield MI (hereinafter called "Consultant"), provides as follows:

WITNESSETH:

WHEREAS, the City of Birmingham, through its Engineering Department, is desirous of engaging a professional firm to provide residential site evaluation plan review, field investigation, and related office hours.

WHEREAS, the City has heretofore advertised for bids for the procurement and performance of services required to provide residential Site Engineering plan review, field investigation, and related office hours, and in connection therewith has prepared a request for sealed proposals ("RFP"), which includes certain instructions to bidders, specifications, terms and conditions.

WHEREAS, the Consultant has professional qualifications that meet the service requirements and has made a bid in accordance with such request for fee proposals to provide residential Site Engineering plan review, field investigation, and related office hours.

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

1. It is mutually agreed by and between the parties that the documents consisting of the Request for Proposal to provide residential Site Engineering plan review, field investigation, and related office hours and the Consultant's fee proposal dated December 19, 2019 shall be incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto. If any of the documents are in conflict with one another, this Agreement shall take precedence, then the RFP.
2. The City shall pay the Consultant for the performance of this Agreement in an amount as set forth in the Consultant's proposal dated December 19, 2019 fee proposal Schedule of Fees with the exception of the amended fee provided in writing on January 14, 2020.
3. This Agreement shall commence upon execution by both parties, unless the City exercises its option to terminate the Agreement in accordance with the Request for Proposals.
4. The Consultant shall employ personnel of good moral character and fitness in performing all services under this Agreement.

5. The Consultant and the City agree that the Consultant is acting as an independent Consultant with respect to the Consultant's role in providing services to the City pursuant to this Agreement, and as such, shall be liable for its own actions and neither the Consultant 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 Consultant 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 Consultant shall not be entitled or eligible to participate in any benefits or privileges given or extended by the City, or be deemed an employee of the City for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer contributions on behalf of the City.

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

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

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

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

10. The Consultant agrees that neither it nor its subconsultants will discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to

employment because of race, color, religion, national origin, age, sex, height, weight or marital status. The Consultant shall inform the City of all claims or suits asserted against it by the Consultant's employees who work pursuant to this Agreement. The Consultant shall provide the City with periodic status reports concerning all such claims or suits, at intervals established by the City.

11. The Consultant shall not commence work under this Agreement until it has, at its sole expense, obtained the insurance required under paragraph 12. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with carriers acceptable to the City of Birmingham.

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

A. Workers' Compensation Insurance:

For Non-Sole Proprietorships: 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.

B. 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 **\$1,000,000** per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Consultants Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

C. Motor Vehicle Liability: 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.

D. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be *Additional Insureds*: The City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to any other coverage that may be available to the

additional insured, whether any other available coverage by primary, contributing or excess.

- E. Professional Liability: Professional liability insurance with limits of not less than \$1,000,000 per claim if Consultant will provide service that are customarily subject to this type of coverage.
- F. Cancellation Notice: Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
- G. Proof of Insurance Coverage: Consultant shall provide the City of Birmingham at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City of Birmingham, as listed below.
 - 1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;
 - 2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
 - 3) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
 - 4) Two (2) copies of Certificate of Insurance for Professional Liability Insurance;
 - 5) If so requested, Certified Copies of all policies mentioned above will be furnished.
- H. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, Consultant shall deliver renewal certificates and/or policies to the City of Birmingham at least (10) days prior to the expiration date.
- I. 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.

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

connected or associated with this Agreement. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of its elected or appointed officials, employees, volunteers or others working on behalf of the City of Birmingham.

14. 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. 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.

15. 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.

16. All notices required to be sent pursuant to this Agreement shall be mailed to the following addresses:

City of Birmingham
Attn: Theresa Bridges
151 Martin Street
P.O. Box 3001
Birmingham, MI 48012
248.530.1269

Hubbell, Roth & Clark, Inc.
Attn: Michael MacDonald
555 Hulet Drive
Bloomfield Hills, Michigan 48302
248.454.6346

17. 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.

18. 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:



CONSULTANT

By: 

Michael C. MacDonald
Its: Vice President

CITY OF BIRMINGHAM

By: _____
Pierre Boutros
Its: Mayor

By: _____
Cheryl Arft
Its: Acting City Clerk

Approved:



Theresa Bridges, Assistant City Engineer
(Approved as to substance)

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

Timothy J. Currier, City Attorney
(Approved as to form)

Joseph A. Valentine, City Manager
(Approved as to substance)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/23/2020

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 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
	INSURER(S) AFFORDING COVERAGE	
INSURED Hubbell, Roth & Clark, Inc. 555 Hulet Drive Bloomfield Hills MI 48303-0824	INSURER A: Twin City Fire Insurance Co.	NAIC # 29459
	INSURER B: Hartford Accident & Indemnity	NAIC # 22357
	INSURER C: Hartford Casualty Insurance Co.	NAIC # 29424
	INSURER D: AXA XL	NAIC # 37885
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 19-20** **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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X		35SBWAA0393	06/30/2019	06/30/2020	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input checked="" type="checkbox"/> Contractual Liability						MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> X,C,U						PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2,000,000
POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							PRODUCTS - COMP/OP AGG \$ 2,000,000
OTHER:							\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY	X		35UEGBL5413	06/30/2019	06/30/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
SCHEDULED AUTOS NON-OWNED AUTOS							Hired & Non-Owned \$ 1,000,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB	X		35XHGWU0618	06/30/2019	06/30/2020	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 1,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A		35WEGAB5XDL	06/30/2019	06/30/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
D	Professional Liability			DPR9944153	07/01/2019	07/01/2020	Each Claim 1,000,000 Aggregate 1,000,000

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

The City of Birmingham including all elected and appointed officials, all employees, all boards, commissions and/or authorities and board members, including employees and volunteers thereof are considered additional insured's with respects to general and auto liability coverage as long as required within a written contract. Coverage is primary and non-contributory as it applies to general liability and auto liability.

CERTIFICATE HOLDER**CANCELLATION**

City of Birmingham 151 Martin Street PO Box 3001 Birmingham, MI 48012	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 Mike Cosgrove/KATHRY <i>Michael Cosgrove</i>
--	---

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4. Requested Forms

ATTACHMENT B - BIDDER'S AGREEMENT For RESIDENTIAL SITE EVALUATION SERVICES

In submitting this proposal, as herein described, the Consultant agrees that:

1. They have carefully examined the specifications, terms and Agreement of the Request for Proposal and all other provisions of this document and understand the meaning, intent, and requirement of it.
2. They will enter into a written contract and furnish the item or items in the time specified in conformance with the specifications and conditions contained therein for the price quoted by the proponent on this proposal.

Michael C. MacDonald, PE	December 19, 2019
PREPARED BY (Print Name)	DATE
Vice President	December 19, 2019
TITLE	DATE
	mmacdonald@hrcengr.com
AUTHORIZED SIGNATURE	E-MAIL ADDRESS
Hubbell, Roth & Clark, Inc.	
COMPANY	
555 Hulet Drive, Bloomfield Hills, MI 48302	(248) 454-6346
ADDRESS	PHONE
N/A	N/A
NAME OF PARENT COMPANY	PHONE
N/A	
ADDRESS	

ATTACHMENT C – FEE PROPOSAL
For RESIDENTIAL SITE EVALUATION SERVICES

In order for the bid to be considered valid, this form must be completed in its entirety. The fee for the Scope of Work as stated in the Request for Proposal documents shall be determined pursuant to the fee schedule, as follows:

FEE PROPOSAL	
ITEM	BID AMOUNT
New House Site Plan Review (including 1 revision)	\$ 325.00
Addition/Accessory Structure/Other Site Plan Review (including 1 revision)	\$ 200.00
Additional reviews (after second)	\$ 150.00
Each review for Builder initiated change	\$ 250.00
Final Grade Inspection & As-built Survey Review	\$ 350.00

Please note that Hubbell, Roth & Clark, Inc. acknowledges receipt of Addendum 1, issued on December 17, 2019.

Firm Name Hubbell, Roth & Clark, Inc.

Authorized signature  Date December 19, 2019

ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM
For RESIDENTIAL SITE EVALUATION SERVICES

Pursuant to Michigan Law and the Iran Economic Sanction Act, 2012 PA 517 ("Act"), prior to the City accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must certify that it is not an "Iran Linked Business", as defined by the Act.

By completing this form, the Vendor certifies that it is not an "Iran Linked Business", as defined by the Act and is in full compliance with all provisions of the Act and is legally eligible to submit a bid for consideration by the City.

Michael C. MacDonald, PE

December 19, 2019

PREPARED BY
(Print Name)

DATE

Vice President

December 19, 2019

TITLE

DATE



mmacdonald@hrcengr.com

AUTHORIZED SIGNATURE

E-MAIL ADDRESS

Hubbell, Roth & Clark, Inc.

COMPANY

555 Hulet Drive, Bloomfield Hills, MI 48302

(248) 454-6346

ADDRESS

PHONE

N/A

N/A

NAME OF PARENT COMPANY

PHONE

N/A

ADDRESS

38-0668370

TAXPAYER I.D.#

ATTACHMENT E – SITE EVALUATION REVIEW WORKSHEET

PROJECT INFORMATION			
SITE ADDRESS:			
PROPOSED	<input type="checkbox"/> New House <input type="checkbox"/> Addition <input type="checkbox"/> Accessory Structure <input type="checkbox"/> Other: _____		
REVIEWER:			
Initial Review Date: / / 2nd Review: / / Final Review: / /			
	SITE GRADING & DRAINAGE REQUIREMENTS	RESULTS	NOTES
1	Site topographic elevations shown to 10-25 feet around lot	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
	Reference to City Benchmark Datum	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
	Existing elevation at building and lot corners	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
	Elevation at relative high and low points on property	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
	Existing elevations of property and adjacent properties at points to help determine the general flow pattern	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
	Existing elevations of neighboring building finished floors and finished grades	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2	Proposed elevations shown at all building and lot corners	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
	Finished floor elevations appropriate given neighboring buildings' finished floor elevations	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
	Finished grade / Brick ledge elevations at front corners are appropriate given the adjacent building and road elevations	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
	Finished grade / Brick ledge elevations show positive drainage away from the structure	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
	Finished grade elevations at property lines show that existing pass through drainage will be maintained	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3	Impervious Surfaces Drain to Street	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
	Private catch basin required if grades do not allow gravity drainage to the street	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
	Downspouts shown with direction of flow	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
	Grass swale slopes at 1% slope or greater (grades every 25')	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
	Concrete drive slopes minimum 0.5% / maximum 10%	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
	Asphalt or pavers slopes at 1.0% or greater	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
	4-inch curb for drives along property lines, or top of drive below adjacent grade (T/C & B/C grades every 25')	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
	Standard 2' flares on approach (maximum 30' wide)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
	Driveway width matches approach width at sidewalk	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
	Maximum side yard slopes of 1V:4H or less.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
	No downspouts connected to any City or County sewers	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
	Pop-up drain located minimum 10' from sidewalk/prop.line	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
	UTILITY & SERVICE REQUIREMENTS	RESULTS	NOTES
1	Sketch of sanitary, combined, and/or storm sewers showing rim and invert elevations of upstream and downstream manholes.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2	New Sewer Service Proposed (Private or Both Private&Public)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Private <input type="checkbox"/> Both (#)
	Trench maintenance	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	(#)
	Pipe material Sch. 40 PVC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
	Pipe slopes at 1% slope or greater	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
	City sewer invert shown at connection	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
	Sewer service invert shown at connection	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

CITY OF BIRMINGHAM
RESIDENTIAL SITE EVALUATION SERVICES

ADDENDUM No. 1

Tuesday, December 17, 2019

In response to inquiries on the above Request for Proposals, the following clarifications are provided to assist with preparation of the proposal:

1. All bidders shall note receipt of this Addendum No. 1 on the outside of the envelope containing their bid. This addendum contains this cover memo ONLY.
2. The date and time of the deadline of proposals being received are unchanged by the issuance of this addendum. Bids will be accepted at the City Clerk's office until 2:00 PM, local time on Thursday, December 19, 2019.

CLARIFICATIONS

1. **Consultant's Responsibilities, #5.** Provide a minimum of two (2) client references. More may be included.
2. **Scope of Work, #4.** The minimum of sixteen (16) hours per week shall be included in the fees obtained per review and will not be paid separately in an hourly fee. It is expected that typically the City contracted work will be performed during the minimum 16 hours per week, and will be incidental to occasional on-site meetings, drainage questions by designers/builders or neighboring residents.
3. **Attachment A, Section 12 F. Pollution Liability Insurance** is not applicable and will not be required.

CITY OF BIRMINGHAM

RESIDENTIAL SITE EVALUATION SERVICES

FEE PROPOSAL SCHEDULE SUMMARY

Item	HRC	Spalding DeDecker
New House Site Plan Review (including 1 revision)	\$325	\$200
Addition/Accessory Structure/Other Site Plan Review (inc. 1 revision)	\$200	\$110
Additional reviews (after 2nd)	\$150	\$110
Each review for Builder initiated change	\$250	\$110
Final Grade Inspection & As-built Survey Review (no revisions included)*	\$200*	\$140
Additional Final Grade Inspection & As-built Survey Review*	\$150*	\$110*
*Amended for no revisions included		



MEMORANDUM

Police Department

DATE: December 19, 2019
TO: Joseph A. Valentine, City Manager
FROM: Scott Grewe, Operations Commander

Approved: Mark H. Clemence, Police Chief

SUBJECT: Sec. 74-6 Skateboarding and Electric Personal Assistive Mobility Devices

INTRODUCTION:

In recent years, there has been a rise in the availability and use of Electric Personal Assistive Mobility Devices. These devices include skateboards, bikes and scooters that are not covered under our current City ordinances.

BACKGROUND:

Over the course of the last year, the police department received increased calls regarding people riding Electric Personal Assistive Mobility Devices in the downtown. Specifically, electronic skateboards were being used in areas that are prohibited under the current skateboard ordinance. However, since these electronic skateboards do not fall within the definition of a skateboard under the current ordinance, no enforcement action could be taken.

LEGAL REVIEW:

This issue was discussed with the City Attorney who reviewed the current ordinance and provided the suggested updated ordinance to include these electronic devices.

FISCAL IMPACT:

There is no cost to the city for the proposed update.

SUMMARY:

Recently the City has seen an increase in the use of Electric Personal Assistive Mobility Devices. The Cities current ordinance do not cover the use of these devices. For example, under our current ordinance, a skateboard is defined as "a single platform mounted on wheels, which is propelled solely by human power and which has no mechanism or other device with which to steer or to control the movement or direction of the platform." Therefore, the current restrictions would not apply to these electronic skateboards.

Due to the increase in all types of Electric Personal Assistive Mobility Devices, it is recommended the suggested update to the City ordinance be approved. The proposed changes are consistent with State Law.

AN ORDINANCE TO AMEND PART II OF THE CITY CODE, CHAPTER 74 – OFFENSES, ARTICLE I. – IN GENERAL, SEC. 74-6. – SKATEBOARDING.

THE CITY OF BIRMINGHAM ORDAINS:

The City Code, Part II, Chapter 74. Offenses, Article I. – In General, Sec. 74-6 Skateboarding, shall be amended, and shall read as follows:

Sec. 74-6. – Skateboarding and Electric Personal Assistive Mobility Devices.

(A) **Definitions.** The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Central business district means that area bounded by and including the east sidewalk of Woodward north to the north sidewalk of Oakland Avenue west to the north sidewalk of Willits Avenue west to the west sidewalk of Chester to the north sidewalk of Maple to the west sidewalk of Southfield Road, south to the south sidewalk of Merrill Street east to the west sidewalk of Bates Street south to the south sidewalk of Townsend Street east to the west sidewalk of Henrietta south to the south sidewalk of Brown Street east to the east sidewalk of Woodward.

Electric bicycle means a device upon which an individual may ride that satisfies all of the following:

1) The device is equipped with all of the following:

- (i) A seat or saddle for use by the rider.
- (ii) Fully operable pedals for human propulsion.
- (iii) An electric motor of not greater than 750 watts.

2) The device falls within 1 of the following categories:

(i) Class 1 electric bicycle. As used in this subparagraph, "class 1 electric bicycle" means an electric bicycle that is equipped with an electric motor that provides assistance only when the rider is pedaling and that disengages or ceases to function when the electric bicycle reaches a speed of 20 miles per hour.

(ii) Class 2 electric bicycle. As used in this subparagraph, "class 2 electric bicycle" means an electric bicycle that is equipped with a motor that propels the electric bicycle to a speed of no more than 20 miles per hour, whether the rider is pedaling or not, and that disengages or ceases to function when the brakes are applied.

(iii) Class 3 electric bicycle. As used in this subparagraph, "class 3 electric bicycle" means an electric bicycle that is equipped with a motor that provides assistance only when the rider is pedaling and that disengages or ceases to function when the electric bicycle reaches a speed of 28 miles per hour.

Electric carriage means a horse-drawn carriage that has been retrofitted to be propelled by an electric motor instead of by a horse and that is used to provide taxi service.

Electric personal assistive mobility device means a self-balancing nontandem 2-wheeled device, designed to transport only 1 person at a time, having an electrical propulsion system with average power of 750 watts or 1 horsepower and a maximum speed on a paved level surface of not more than 15 miles per hour.

Electric Skateboard means a wheeled device that has a floorboard designed to be stood upon when riding that is no more than 60 inches long and 18 inches wide, is designed to transport only 1 person at a time, has an electrical propulsion system with power of no more than 2,500 watts, and has a maximum speed on a paved level surface of not more than 25 miles per hour. An electric skateboard may have handlebars and, in addition to having an electrical propulsion system with power of no more than 2,500 watts, may be designed to also be powered by human propulsion.

Parking structure means any public structure designed for the parking of motor vehicles.

Pedestrian means a person on foot or on skateboard, excluding a person on foot walking a bicycle or moped.

Plaza means that open space area between the main entrance to a building and the street.

Sidewalk means that portion of a highway designed or ordinarily used for pedestrian travel.

Skateboard means all electric personal assistive mobility devices and a single platform mounted on wheels, which is propelled solely by human power and which has no mechanism or other device with which to steer or to control the movement or direction of the platform.

(B) Prohibitive

- 1) All electric personal assistive mobility devices and skateboarding shall be prohibited upon any sidewalk in the central business district. Skateboarding shall be permitted on all other sidewalks within the City. Electric bicycles are prohibited on any sidewalk.
- 2) No more than one person shall operate or ride on a skateboard or electric personal assistive mobility device at one time.
- 3) No skateboard shall be operated on the City Hall plaza, the library plaza or in any parking structure.
- 4) No person upon roller skates, skate boards, or riding in or by means of any coaster, toy vehicle, or similar device, shall go upon any roadway except while crossing a street on a crosswalk and when so crossing, such person shall be granted all of the rights and shall be subject to all of the duties applicable to pedestrians. No person shall use, or ride on or in, any device described in this section on or in any City-owned public parking facility.
- 5) A person operating an electric personal assistive mobility device, low-speed vehicle, electric skateboard, or moped upon a roadway shall ride as near to the right side of the roadway as practicable and shall exercise due care when passing a standing vehicle or one proceeding in the same direction.
- 6) A person riding an electric personal assistive mobility device, motorcycle, electric skateboard, or moped upon a roadway shall not ride more than 2 abreast.

- 7) A person operating a motorcycle, moped, low-speed vehicle, electric personal assistive mobility device, or electric skateboard shall not pass between lines of traffic, but may pass on the left of traffic moving in his or her direction in the case of a 2-way street or on the left or right of traffic in the case of a 1-way street, in an unoccupied lane.
- 8) A person operating an electric personal assistive mobility device or electric skateboard on a sidewalk constructed for the use of pedestrians shall yield the right-of-way to a pedestrian and shall give an audible signal before overtaking and passing the pedestrian.
- 9) A low-speed vehicle or commercial quadricycle shall be operated at a speed of not more than 35 miles per hour. A low-speed vehicle shall not be operated on a highway or street with a speed limit of more than 35 miles per hour except for the purpose of crossing that highway or street. A commercial quadricycle shall not be operated on a highway or street with a speed limit of more than 35 miles per hour except for the purpose of crossing that highway or street. An individual shall not operate a commercial quadricycle that is equipped with a motor unless he or she has a valid operator's license.
- 10) This section does not apply to a police officer in the performance of his or her official duties.
- 11) An electric personal assistive mobility device shall be operated at a speed of not more than 15 miles per hour and shall not be operated on a highway or street with a speed limit of more than 25 miles per hour except to cross that highway or street.
- 12) An electric skateboard shall be operated at a speed of not more than 25 miles per hour. An electric skateboard that does not have handlebars shall not be operated on a highway or street with a speed limit of more than 25 miles per hour except to cross that highway or street, and an electric skateboard equipped with handlebars shall not be operated on a highway or street with a speed limit of more than 35 miles per hour except to cross that highway or street.

C. A person who violates this section is responsible for a civil infraction.

D. A person who violates this section is subject to the penalties prescribed in section 1-9 of this Code. In addition to any penalty prescribed in section 1-9 of this Code, a police officer or other law enforcement agent may confiscate the skateboard and obtain the person's name, address, telephone number and age. A skateboard confiscated under this subsection shall be returned to persons 17 years of age or older, not earlier than 24 hours after the violation, upon their appearance at the City Police Department and the execution of a declaration of ownership. Skateboards confiscated from those persons under the age of 17 shall be returned, not earlier than 24 hours after the violation, to the persons' parent or guardian upon their appearance at the City Police Department and the execution of a declaration of ownership. If a skateboard is confiscated under this subsection from a person other than the owner of the skateboard, the skateboard shall be returned, not earlier than 24 hours after the violation, to the owner or the parent or guardian of the owner, if the owner is under 17 years of age, upon the appearance of the owner or the parent or guardian of the owner at the City Police Department and the execution of a declaration of ownership.

All other Sections of Chapter 74 – Offenses, shall remain unaffected.

Ordained this _____ day of _____, 2020. Effective upon publication.

Pierre Boutros, Mayor

Cheryl Arft, Acting City Clerk

I, Cheryl Arft, 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 _____, 2020 and that a summary was published _____, 2020.

Cheryl Arft, Acting City Clerk

ATTACHMENTS:

1. Current copy of 74-6 with proposed changes.
2. Updating version of Sec. 74-6.

SUGGESTED ACTION:

To amend Part II of the City Code, Chapter 74 Offenses, Article I. – General, Sec 74-6, to replace the current ordinance with the attached updated version to include Electric Personal Assistive Mobility Devices. Furthermore, to authorize the Mayor and City Clerk to sign the ordinance on behalf of the city.



MEMORANDUM

Police Department

DATE: December 19, 2019

TO: Joseph A. Valentine, City Manager

FROM: Scott Grewe, Operations Commander

Approved: Mark H. Clemence, Police Chief

SUBJECT: Sec. 74-310. – Marihuana Regulations

INTRODUCTION:

In November of 2018, Michigan voters approved a proposal legalizing marijuana for adult recreational use. On December 1, 2019, the first legal sales of marihuana took place in Michigan. Currently the City has no ordinance that covers the new state law regulating the use of recreational marihuana.

BACKGROUND:

Previously, Marihuana was covered under city ordinance Sec. 74-301, which regulates the possession and use of a controlled substance.

After review, it was determined a new City Ordinance is needed for new Marihuana regulations as a result of the proposal passing.

LEGAL REVIEW:

The City Attorney has created the attached proposed ordinance to be consistent with new state laws.

FISCAL IMPACT:

There is no cost for these changes.

SUMMARY:

Michigan voters approved a proposal to legalize marijuana. The proposed (Sec 74-310 - Marihuana Regulations) ordinance is required to be consistent with new legislation.

ATTACHMENTS:

1. Sec. 74-310 proposed ordinance.

SUGGESTED ACTION:

To amend Part II of the City Code, Chapter 74 Offenses, Article VII. – Offenses Against Public Morals, Division 5 – Controlled Substances, shall be amended to add Sec. 74-310 Marihuana Regulations. Furthermore, to authorize the Mayor and City Clerk to sign the ordinance on behalf of the city.

AN ORDINANCE TO AMEND PART II OF THE CITY CODE, CHAPTER 74 – OFFENSES, ARTICLE VII. – OFFENSES AGAINST PUBLIC MORALS, DIVISION 5.-CONTROLLED SUBSTANCES, TO ADD SEC. 74-310. – MARIHUANA REGULATIONS.

THE CITY OF BIRMINGHAM ORDAINS:

The City Code, Part II, Chapter 74. Offenses, Article VII. – Offenses Against Public Morals, Division 5.-Controlled Substances, shall be amended to add Sec. 74-310 Marihuana Regulations, and shall read as follows:

Sec. 74-310. – Marihuana Regulations.

1. Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

(a) "*Cultivate*" means to propagate, breed, grow, harvest, dry, cure, or separate parts of the marihuana plant by manual or mechanical means.

(b) "*Department*" means the department of licensing and regulatory affairs.

(c) "Industrial hemp" means a plant of the genus cannabis and any part of that plant, whether growing or not, with a delta-9 tetrahydrocannabinol concentration that does not exceed 0.3% on a dry-weight basis, or per volume or weight of marihuana-infused product, or the combined percent of delta-9-tetrahydrocannabinol and tetrahydrocannabinolic acid in any part of the plant of the genus cannabis regardless of moisture content.

(d) "*Licensee*" means a person holding a state license.

(e) "*Marihuana*" means all parts of the plant of the genus cannabis, growing or not; the seeds of the plant; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant or its seeds or resin, including marihuana concentrate and marihuana-infused products. For purposes of this ordinance, marihuana does not include:

(1) the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks, except the resin extracted from those stalks, fiber, oil, or cake, or any sterilized seed of the plant that is incapable of germination;

(2) industrial hemp; or

(3) any other ingredient combined with marihuana to prepare topical or oral administrations, food, drink, or other products.

(f) "*Marihuana accessories*" means any equipment, product, material, or combination of equipment, products, or materials, which is specifically designed for use in planting, propagating,

cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, containing, ingesting, inhaling, or otherwise introducing marihuana into the human body.

(g) "*Marihuana concentrate*" means the resin extracted from any part of the plant of the genus cannabis.

(h) "*Marihuana establishment*" means a marihuana grower, marihuana safety compliance facility, marihuana processor, marihuana microbusiness, marihuana retailer, marihuana secure transporter, or any other type of marihuana-related business licensed by the department.

(i) "*Marihuana grower*" means a person licensed to cultivate marihuana and sell or otherwise transfer marihuana to marihuana establishments.

(j) "*Marihuana-infused product*" means a topical formulation, tincture, beverage, edible substance, or similar product containing marihuana and other ingredients and that is intended for human consumption.

(k) "*Marihuana microbusiness*" means a person licensed to cultivate not more than 150 marihuana plants; process and package marihuana; and sell or otherwise transfer marihuana to individuals who are 21 years of age or older or to a marihuana safety compliance facility, but not to other marihuana establishments.

(l) "*Marihuana processor*" means a person licensed to obtain marihuana from marihuana establishments; process and package marihuana; and sell or otherwise transfer marihuana to marihuana establishments.

(m) "*Marihuana retailer*" means a person licensed to obtain marihuana from marihuana establishments and to sell or otherwise transfer marihuana to marihuana establishments and to individuals who are 21 years of age or older.

(n) "*Marihuana secure transporter*" means a person licensed to obtain marihuana from marihuana establishments in order to transport marihuana to marihuana establishments.

(o) "*Marihuana safety compliance facility*" means a person licensed to test marihuana, including certification for potency and the presence of contaminants.

(p) "*Municipal license*" means a license issued by the City that allows a person to operate a marihuana establishment.

(q) "*Municipality*" means a city, village, or township.

(r) "*Person*" means an individual, corporation, limited liability company, partnership of any type, trust, or other legal entity.

(s) "*Process*" or "*Processing*" means to separate or otherwise prepare parts of the marihuana plant and to compound, blend, extract, infuse, or otherwise make or prepare marihuana concentrate or marihuana-infused products.

(t) "*State license*" means a license issued by the department that allows a person to operate a marihuana establishment.

(u) "*Unreasonably impracticable*" means that the measures necessary to comply with the rules or ordinances adopted pursuant to this ordinance subject licensees to unreasonable risk or require such a high investment of money, time, or any other resource or asset that a reasonably prudent businessperson would not operate the marihuana establishment.

2. Scope; unauthorized activities with marihuana and marihuana accessories; limitations; application of privileges, rights, immunities, and defenses under other marihuana laws; employer rights; property owner rights.

1. No person shall:

(a) operate, navigate, or be in physical control of any motor vehicle, aircraft, snowmobile, off-road recreational vehicle, or motorboat while under the influence of marihuana;

(b) transfer marihuana or marihuana accessories to a person under the age of 21;

(c) under the age of 21 possess, consume, purchase or otherwise obtain, cultivate, process, transport, or sell marihuana;

(d) separate the plant resin by butane extraction or another method that utilizes a substance with a flashpoint below 100 degrees Fahrenheit in any public place, motor vehicle, or within the curtilage of any residential structure;

(e) consume marihuana in a public place or smoke marihuana where prohibited by the person who owns, occupies, or manages the property;

(f) cultivate marihuana plants if the plants are visible from a public place without the use of binoculars, aircraft, or other optical aids or outside of an enclosed area equipped with locks or other functioning security devices that restrict access to the area;

(g) consume marihuana while operating, navigating, or being in physical control of any motor vehicle, aircraft, snowmobile, off-road recreational vehicle, or motorboat, or smoke marihuana within the passenger area of a vehicle upon a public way;

(h) possess marihuana accessories or possess or consume marihuana on the grounds of a public or private school where children attend classes in preschool programs, kindergarten programs, or grades 1 through 12, or in a school bus;

(i) possess more than 2.5 ounces of marihuana within a person's place of residence unless the excess marihuana is stored in a container or area equipped with locks or other functioning security devices that restrict access to the contents of the container or area. The maximum marihuana allowed is 10 ounces.

2. This ordinance does not limit any privileges, rights, immunities, or defenses of a person as provided in the Michigan medical marihuana act, 2008 IL 1, MCL 333.26421 to 333.26430, the

medical marihuana facilities licensing act, 2016 PA 281, MCL 333.27101 to 333.27801, or any other law of this state allowing for or regulating marihuana for medical use.

3. This ordinance does not require an employer to permit or accommodate conduct otherwise allowed by this ordinance in any workplace or on the employer's property. This ordinance does not prohibit an employer from disciplining an employee for violation of a workplace drug policy or for working while under the influence of marihuana. This ordinance does not prevent an employer from refusing to hire, discharge, discipline, or otherwise take an adverse employment action against a person with respect to hiring, tenuring, terms, conditions, or privileges of employment because of that person's violation of a workplace drug policy or because that person was working while under the influence of marihuana.

4. This ordinance allows a person to prohibit or otherwise regulate the consumption, cultivation, distribution, processing, sale, or display of marihuana and marihuana accessories on property the person owns, occupies, or manages, except that a lease agreement may not prohibit a tenant from lawfully possessing and consuming marihuana by means other than smoking.

3. Lawful activities by person 21 years of age or older; terms, conditions, limitations, and restrictions; denial of custody or visitation prohibited.

1. A person 21 years of age or older may:

(a) possess, use or consume, internally possess, purchase, transport, or process 2.5 ounces or less of marihuana, except that not more than 15 grams of marihuana may be in the form of marihuana concentrate;

(b) within the person's residence, possess, store, and process not more than 10 ounces of marihuana and any marihuana produced by marihuana plants cultivated on the premises and cultivating not more than 12 marihuana plants for personal use, provided that no more than 12 marihuana plants are possessed, cultivated, or processed on the premises at once;

(c) assist another person who is 21 years of age or older in any of the acts described in this section; and

(d) give away or otherwise transfer without remuneration up to 2.5 ounces of marihuana, except that not more than 15 grams of marihuana may be in the form of marihuana concentrate, to a person 21 years of age or older, as long as the transfer is not advertised or promoted to the public.

4. Civil/Criminal Penalties.

1. A person who possesses, cultivates, delivers, without receiving any remuneration to a person who is at least 21 years of age, between 2.6 ounces and 5 ounces of marihuana or not more than 20 ounces in the residence, or is cultivating 13 to 24 plants:

(a) For a first violation, is responsible for a civil infraction and may be punished by a fine of not more than \$100 and forfeiture of the marihuana.

- (b) For a second violation, is responsible for a state civil infraction and may be punished by a fine of not more than \$1,000 and forfeiture of the marihuana.
- (c) For a third or subsequent violation, is guilty of a state misdemeanor and may be punished by a fine of not more than \$2,000 and forfeiture of the marihuana.

2. A person under 21 years of age who possesses not more than 2.5 ounces of marihuana or who cultivates not more than 12 marihuana plants:

- (a) For a first violation, is responsible for a civil infraction and may be punished as follows:
 - i. If the person is less than 18 years of age, by a fine of not more than \$100, community service, forfeiture of the marihuana, and completion of 4 hours of drug education or counseling; or,
 - ii. If the person is at least 18 years of age, by a fine of not more than \$100 and forfeiture of the marihuana.

- (b) For a second violation, is responsible for a civil infraction and may be punished as follows:
 - i. If the person is less than 18 years of age, by a fine of not more than \$500, community service, forfeiture of the marihuana, and completion of 8 hours of drug education or counseling; or,
 - ii. If the person is at least 18 years of age, by a fine of not more than \$500 and forfeiture of the marihuana.

- (c) For a third or subsequent violation, is guilty of a state misdemeanor and may be punished by a fine of not more than \$2,000 and forfeiture of the marihuana.

3. A person who possesses, or delivers without receiving any remuneration to a person who is at least 21 years of age more than 5 ounces, more than 20 ounces in the home, and over 24 plants shall be responsible for a 93 day misdemeanor, but shall not be subject to imprisonment unless the violation was habitual, willful, and for a commercial purpose or the violation involved violence.

Secs. 74-311-74.320 - Reserved.

All other Sections of Chapter 74 – Offenses Against Public Morals, shall remain unaffected.

Ordained this _____ day of _____, 2020. Effective upon publication.

Pierre Boutros, Mayor

Cheryl Arft, Acting City Clerk

I, Cheryl Arft, 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 _____, 2020 and that a summary was published _____, 2020.

Cheryl Arft, Acting City Clerk



MEMORANDUM

Engineering Department

DATE: January 16, 2020

TO: Joseph A. Valentine, City Manager

FROM: Austin W. Fletcher, Assistant City Engineer

SUBJECT: Change Order # 1 for Contract #11-19(S) Oak St. Sewer Rehab - Lead Service Replacement

INTRODUCTION:

Bidigare Contracting Inc. is currently under contract with the City for the recently completed Oak Street Sewer Rehabilitation Project, Contract #11-19(S). Per the City's request, they have submitted a quote for the replacement eight (8) lead services within the City.

BACKGROUND:

As you may be aware, the City's recent lead and copper sampling results (October 2019) indicated that five (5) of the thirty-two (32) required samples had elevated levels of lead (over 15 parts per billion). Also, it was identified that there were two (2) businesses within the limits of the upcoming Maple Road Project that had lead service. By State law, the City is required to replace all lead services at the City's expense within the next fourteen (14) years.

It is the City's desire to begin replacing lead services as soon as feasible. With that in mind, the Engineer Department started conversations with Bidigare Contracting as we were aware that they have completed similar work in other communities in the Metro Detroit area (i.e. Garden City, Westland, Taylor, Romulus, Livonia, Bloomfield Township). During these conversations, Bidigare Contracting indicated that they would be interesting in assisting the City and provide a quote as a change order to the Oak Street project.

The Engineering Department reached out to the five (5) homeowners and two (2) businesses to arrange site visits to each property with the Contractor in order to define the scope of work necessary to replace their lead service leads. During the timeframe of these visits, the City's was notified of additional resident that had their water tested and provided the City with the results indicated 34 parts per billion.

Having recently worked with Bidigare Contracting on a successful project and knowing their background performing this type of work, the Engineering Department is confident that they are qualified to successfully complete the project.

LEGAL REVIEW:

The City Attorney's office has reviewed the Temporary Entry Agreements that are necessary in order to perform the required work.

FISCAL IMPACT:

Bidigare Contracting has provided a quote to the City to replace the eight (8) above-referenced lead water services in the amount of \$66,500.00. As this is a change order, we obtained a copy of a recent bid tab (see attached) in order to compare costs. While the costs of proposed change order is greater when compared to the attached bid tab, it should be noted that the conditions between them are different which contribute to higher costs:

- Fewer number of replacement services;
- More extensive landscaping/treatments and pavement disruption – residential sites;
- Right-of-Way crowded with existing utilities – commercial sites;
- Scattered locations – less production;
- Timing – contractor available to start the work immediately.

For the reasons stated above, the Engineering Department feels the costs associated with this work is reasonable.

The replacement of lead service was not contemplated at the time when the 2019-2020 fiscal budget was prepared so a budget amendment is necessary.

PUBLIC COMMUNICATIONS:

The homeowners/business owners for the referenced eight (8) properties have all been notified and visited by City staff and Temporary Entry Agreements for all properties have been obtained.

SUMMARY:

It is recommended that Change Order #1 for Oak Street Sewer Rehabilitation Project Contract #11-19(S), to Bidigare Contracting, Inc., be approved, in the amount of \$66,500.

ATTACHMENTS:

- Contractor’s Quote – (one page)
- Garden City Bid Tab – (one page)

SUGGESTED RESOLUTION:

To approve Change Order #1 for the Oak Street Sewer Rehabilitation Project, Contract #11-19(S), to Bidigare Contracting, Inc., in the amount of \$66,500, to be charged to account number 591-537.005-811.0000; and further to approve the appropriation and amendment to the 2019-2020 Water Supply System Receiving Fund budget as follows:

Revenues:

Draw from Net Position	591-000.000-400.0000	\$66,500
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Expenses:

Other Contractual Services	591-537.005-811.0000	\$66,500
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City of Birmingham Lead Water Service Replacements



BIDIGARE CONTRACTORS, INC.

939 S. MILL ST
PLYMOUTH, MI. 48170

Contact: Mr. Jordon Bidigare
Phone: (248) 735-1113
Fax: (248) 735-1114

Quote To: City of Birmingham
151 Martin St P.O. Box 3001
Birmingham, MI 48012
Phone: 248-530-1839
Fax: 248-530-1099

Job Name: Lead Water Service Replacements
Date of Plans:
Revision Date:

Mobil: (734) 476-4461

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	468 W. Maple Road Lead Service	1.00	LS	9,250.00	9,250.00
2	368 W. Lincoln St Lead Service	1.00	LS	9,250.00	9,250.00
3	960 Harmon St Lead Service	1.00	LS	9,500.00	9,500.00
4	967 Ridgedale Ave Lead Service	1.00	LS	9,250.00	9,250.00
5	255 Linden Rd ROW Lead Service	1.00	LS	5,000.00	5,000.00
6	142 W. Maple (Allen Edmonds) Lead Service	1.00	LS	8,500.00	8,500.00
7	150 W. Maple (Steele Angel) Lead Service	1.00	LS	8,500.00	8,500.00
8	916 Knox St Lead Service	1.00	LS	7,250.00	7,250.00
GRAND TOTAL					\$66,500.00

NOTES:

NOTES: DIRECTIONAL BORE NEW 1 INCH WATER SERVICE PIPE FOR REPLACEMENT OF LEAD WATER SERVICES AT THE ADDRESSES PROVIDED AND DESCRIBED BY THE CITY OF BIRMINGHAM ENGINEERING DEPARTMENT. TEMPORARY COLD PATCHING IN RESIDENTIAL PAVED AREAS AND DOWNTOWN PAVED AREAS. RESIDENTIAL SIDEWALKS TO BE BACKFILLED WITH 21AA. CURB STOPS AND BOXES ARE TO BE PROVIDED BY THE CITY OF BIRMINGHAM. BIDIGARE WILL REPLANT ANY BUSHES OR SHRUBS THAT WILL NEED TO BE REMOVED FOR CONSTRUCTION. TRAFFIC CONTROL DEVICES ARE TO BE PROVIDED BY THE CITY OF BIRMINGHAM. MDOT CLASS II SAND BACKFILL IN PAVED AREAS.

EXCLUSIONS:

PERMITS, BONDS, INSPECTION FEES, TRAFFIC CONTROL, CONSTRUCTION STAKING, DUST CONTROL, COMPACTION TESTING, UNDERCUTS OF UNSTABLE SOILS, TOPSOIL, GRASS RESTORATION, BRICK PAVER WORK, DEWATERING, DEMOLITION, FINAL REPLACEMENT OF PAVEMENT AND SIDEWALKS, CONCRETE & ASPHALT RELATED WORK.

**GARDEN CITY - 2019 LEAD WATER SERVICE REPLACEMENT PROGRAM
PROJECT NO. 45054**

Bidigare Contractors, Inc.

939 South Mill Street
Plymouth, Michigan 48170

D&D Water and Sewer, Inc.

5700 South Sheldon Road
Canton, Michigan 48188

**All Seasons Underground
Construction, Inc.**

5687 Pawson Road
Tipton, Michigan 49287

Line Number	Description	Estimated Amount	Unit	Unit Price in Figures	Line Total	Unit Price in Figures	Line Total	Unit Price in Figures	Line Total
1	Traffic Maintenance and Control	1.0	LSUM	\$2,750.00	\$2,750.00	\$1,500.00	\$1,500.00	\$2,500.00	\$2,500.00
2	Full Lead Water Service Replacement - Long Side	15.0	EACH	\$4,250.00	\$63,750.00	\$3,500.00	\$52,500.00	\$3,900.00	\$58,500.00
3	Full Lead Water Service Replacement - Short Side	41.0	EACH	\$3,000.00	\$123,000.00	\$3,200.00	\$131,200.00	\$3,900.00	\$159,900.00
4	Partial Lead Water Service Replacement - ROW Into Structure	14.0	EACH	\$1,750.00	\$24,500.00	\$3,000.00	\$42,000.00	\$3,900.00	\$54,600.00
5	Partial Lead Water Service Replacement - Main to ROW - Short Side	1.0	EACH	\$1,450.00	\$1,450.00	\$1,300.00	\$1,300.00	\$3,500.00	\$3,500.00
6	Concrete Pavement Removal	125.0	SYD	\$15.00	\$1,875.00	\$10.00	\$1,250.00	\$5.00	\$625.00
7	Asphalt Pavement Removal	50.0	SYD	\$7.50	\$375.00	\$10.00	\$500.00	\$5.00	\$250.00
8	Concrete Sidewalk Removal	2,500.0	SFT	\$1.50	\$3,750.00	\$1.50	\$3,750.00	\$1.00	\$2,500.00
9	8" Concrete Pavement Replacement	100.0	SYD	\$80.00	\$8,000.00	\$65.00	\$6,500.00	\$70.00	\$7,000.00
10	4" HMA Asphalt Pavement Replacement	50.0	SYD	\$60.00	\$3,000.00	\$45.00	\$2,250.00	\$75.00	\$3,750.00
11	6" Concrete Driveway Replacement	25.0	SYD	\$65.00	\$1,625.00	\$45.00	\$1,125.00	\$75.00	\$1,875.00
12	4" Concrete Sidewalk Replacement	2,500.0	SFT	\$6.00	\$15,000.00	\$5.00	\$12,500.00	\$2.00	\$5,000.00
TOTAL BID AMOUNT					\$249,075.00		\$256,375.00		\$300,000.00

* = Correction in bid calculations determined by HE1

*



MEMORANDUM

Office of the City Manager

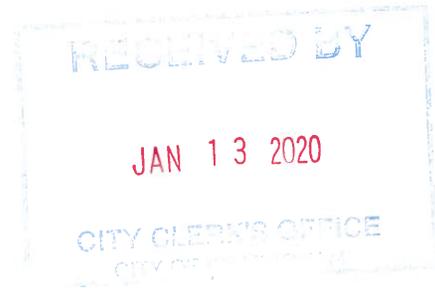
DATE: January 23, 2020
TO: City Commission
FROM: Joseph A. Valentine, City Manager
SUBJECT: Request for Closed Session – Pending Litigation
Schneider v City of Birmingham

It is requested that the city commission meet in closed session to discuss pending litigation pursuant to Section 8(e) of the Open Meetings Act, in the matter of Schneider v. City of Birmingham.

SUGGESTED RESOLUTION:

To meet in closed session to discuss pending litigation in the matter of Schneider v City of Birmingham pursuant to Section 8(e) of the Open Meetings Act, MCL 15.261 – 15.275

(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.)



January 9, 2019

Ms. Cherilynn Mynsberge, Clerk
City of Birmingham
151 Martin St.
Birmingham, MI 48012-3001

Dear Ms. Mynsberge:

We are committed to keeping you and our customers informed about Xfinity TV changes. In order to improve the customer experience, we are in the process of updating how we deliver some of our programming over the cable system to enhance the quality and reliability of our services.

In the coming weeks, we plan to implement delivery updates for our non-Hispanic international programming networks (IPNs) such as: TV Asia, Zee TV, TV Japan, etc. and out of market (OOM) sports Pay Per View packages (initially NHL Center Ice and NBA League Pass, followed by MLB Extra Innings).

A limited number of customers may still have older devices that do not support these upgrades and will not be able to continue to view them until the devices are replaced. Customers with this older equipment who receive the impacted channels are being notified that they can swap their equipment at no cost so they can continue to enjoy these channels. Please note that since the spring of 2018, we have provided updated devices to all new IPN subscribers, and since September 2019, have provided updated devices to all OOM Sports PPV customers. Accordingly, we expect the number of impacted customers from these first two sets of changes to be very minimal.

Over the next two years, we plan to expand this enhancement of our services to include additional channels on additional tiers of service. In each case, we will communicate with impacted customers well in advance so they can continue to enjoy this programming in their homes.

Please feel free to contact me at 734-359-2308 if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Kyle V. Mazurek".

Kyle V. Mazurek
Manager of External Affairs
Comcast, Heartland Region
41112 Concept Drive
Plymouth, MI 48170

INFORMATION ONLY



cheryl arft <carft@bhamgov.org>

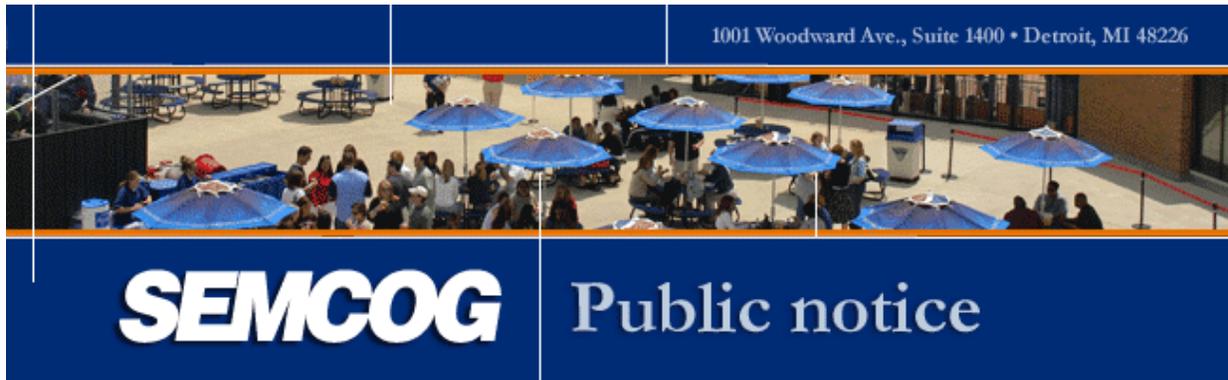
SEMCOG invites public comment on the FY 2020-2021 Work Program for Southeast Michigan

1 message

SEMCOG Public Notice <communications@semcog.org>
Reply-To: communications@semcog.org
To: cmynsberge@bhamgov.org

Thu, Jan 16, 2020 at 3:23 PM

Problem viewing this email? [Click here](#) for our online version



A message from SEMCOG, the Southeast Michigan Council of Governments

For immediate release or post as appropriate: January 16, 2020
Contact: SEMCOG Information Center, 313-324-3330

SEMCOG invites public comment on the FY 2020-2021 Work Program for Southeast Michigan

SEMCOG, the Southeast Michigan Council of Governments, announces the public comment period for the FY 2020-2021 Work Program for Southeast Michigan. The Work Program serves as the basis for all SEMCOG work, along with the planning work of transportation planning partners. It is the foundation of grant applications, interagency financial pass-through agreements, and SEMCOG's Annual Operating Budget.

As the Work Program is implemented, many of the resulting products are guided by SEMCOG's Transportation Coordinating Council and task forces, Executive Committee, and/or General Assembly. SEMCOG's meeting structure provides ample opportunity for input from a variety of interested parties through diverse membership and meetings, which are open to the public; include public comment opportunities; posted on SEMCOG's website and social media; and featured in *Regional Update*, SEMCOG's biweekly newsletter.

[View SEMCOG's Work Program for Southeast Michigan for Fiscal Year ending June 30, 2021.](#)

Send comments to SEMCOG's Information Center, 1001 Woodward Avenue, Suite 1400, Detroit, MI 48226-1904; call 313-324-3330; send faxes to (313) 961-4869; or e-mail infocenter@semcog.org. Comments can be made in person at the following meeting:

- Executive Committee, Friday, February 21, 2020, 1 p.m., at SEMCOG Offices ([1001 Woodward Avenue, Suite](#); present, discuss, and take final action to approve the work program.

-##-

INFORMATION ONLY

This public notice announces the 30-day public comment period for SEMCOG's 2020-2021 Work Program for Southeast Michigan. This 2020-2021 Work Program for Southeast Michigan is the annual Unified Work Program for Southeast Michigan for the July 1, 2020 through June 30, 2021 fiscal year. It is intended to meet the requirements of 23CFR 450.308. It serves as the basis for all SEMCOG activities, planning work of transportation planning partners, and is the foundation of grant applications and interagency financial pass-through arrangements. Translation of this notice is available upon request free-of-charge. SEMCOG offers interpretation services, including language translation services and signage for the hearing impaired, at public meetings upon request with seven days advance notice. SEMCOG will not exclude persons based on age, religion, or disability. Individuals with disabilities requiring assistance should contact the SEMCOG Information Center, infocenter@semcog.org, or call 313-324-3330. For assistance, contact the SEMCOG Information Center, infocenter@semcog.org, or call 313-324-3330.

Este aviso público anuncia el período de 30 días de comentarios públicos del Programa de Trabajo para el Sudeste de Michigan 2020-2021 del SEMCOG. Este Programa de Trabajo para el Sudeste de Michigan 2020-2021 es el Programa Anual de Trabajo Unificado para el Sudeste de Michigan para el año fiscal que corre desde el 1ro. de julio del 2020 hasta el 30 de julio del 2021. Se pretende cumplir con los requerimientos de 23CFR 450.308. Sirve como base para todas las actividades de SEMCOG, el trabajo de planificación de los socios de planificación de transporte, y es la base de las solicitudes de subsidios y los acuerdos de un fideicomiso entre agencias. La traducción de este documento está disponible si se pide y sin costo alguno. SEMCOG ofrece servicios de interpretación, incluyendo servicios de traducción de idiomas y señalización para las personas con discapacidad auditiva, en reuniones públicas si se pide con siete días de anticipación. SEMCOG no excluye a las personas basándose en edad, religión o discapacidades. Los individuos con discapacidades que requieran ayuda deberían contactar al centro de información del SEMCOG infocenter@semcog.org o llamar al 313-324-3330. Para obtener ayuda, contacte al centro de información del SEMCOG a infocenter@semcog.org o 313-324-3330.

[Arabic translation \(PDF\)](#)

هذا الإشعار العام يعلن عن فترة التعليق العام التي مدتها 30 يوماً لبرنامج عمل مجلس حكومات جنوب شرق ميشيغان (SEMCOG) للعام 2020-2021 لجنوب شرق ميشيغان.

برنامج العمل للعام 2020-2021 لجنوب شرق ميشيغان هو برنامج العمل السنوي الموحد لجنوب شرق ميشيغان للسنة المالية الممتدة من 1 تموز (يوليو) 2020 إلى 30 أيار (يونيو) 2021.

الغرض منه هو تلبية متطلبات قانون اللوائح الفيدرالية المرقم 23CFR450.308.

وهو بمثابة الأساس لجميع أنشطة مجلس حكومات جنوب شرق ميشيغان (SEMCOG)، والتخطيط لأعمال شركاء تخطيط النقل، وهو أساس طلبات الحصول على المنح والترتيبات المالية بين الوكالات.

ترجمة هذا المستند متوفرة عند الطلب و مجاناً.

يوفر مجلس حكومات جنوب شرق ميشيغان (SEMCOG) خدمات ترجمة شفوية، وذلك يتضمن خدمات ترجمة لغوية ولغة الإشارة للمعوقين سمعياً، في الاجتماعات العامة بناءً على طلب إشعار مسبق مدته 7 أيام.

لن يستثنى مجلس حكومات جنوب شرق ميشيغان (SEMCOG) أشخاص بناءً على العمر، الدين، أو الإعاقة.

على الأفراد ذوي الإعاقة والذين يحتاجون مساعدة، التواصل مع مركز معلومات مجلس حكومات جنوب شرق ميشيغان (SEMCOG) على البريد الإلكتروني infocenter@semcog.org

أو الإتصال على الرقم 313-324-3330.

للمساعدة، تواصل مع مركز معلومات مجلس حكومات جنوب شرق ميشيغان عبر البريد الإلكتروني infocenter@semcog.org أو الإتصال على الرقم 313) 324-3330.

 Send to a friend

SEMCOG - Southeast Michigan Council of Governments • 1001 Woodward Avenue, Suite 1400, Detroit, Michigan 48226
313-961-4266 • Fax: 313-961-4869 • Staff e-mail: lastName@semcog.org • www.semcog.org

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