

BIRMINGHAM CITY COMMISSION AGENDA
OCTOBER 26, 2015
MUNICIPAL BUILDING, 151 MARTIN
7:30 P.M.

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Stuart Lee Sherman, Mayor

II. ROLL CALL

Laura M. Pierce, City Clerk

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

Announcements:

- The Clerk's Office will be open to accept and issue absentee ballots on Saturday, October 31st from 9:00 AM – 2:00 PM.
- The City Election will be held on Tuesday, November 3rd. Polls will be open from 7:00 AM to 8:00 PM. Election results can be obtained at www.bhamgov.org/electionresults.
- The City of Birmingham is partnering with ReLeaf Michigan to plant 20 trees on Saturday, November 7th in Manor Park. The City is looking for volunteers to help. Contact the Department of Public Service at 248.530.1714 to register.
- The Baldwin Public Library is hosting its Books & Bites Fundraiser on Friday, November 13th from 6:00 p.m. to 9:00 p.m. Tickets are \$75 and all proceeds will fund a makerspace in the Library. The event includes food and drink, a raffle auction and casino games for your entertainment.

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.

- A. Approval of City Commission minutes of October 12, 2015.
- B. Approval of warrant list, including Automated Clearing House payments, of October 14, 2015 in the amount of \$489,304.46.
- C. Approval of warrant list, including Automated Clearing House payments, of October 21, 2015 in the amount of \$864,679.02.
- D. Resolution approving the purchase and planting of 101 trees from Greg Davis Landscape Service, Inc. for the 2015 fall tree purchase and planting project for a total project cost not to exceed \$39,150.00. Funds are available from the Local Streets Fund-Forestry Service Contract account #203-449.005-819.0000, the Major Streets Fund-Forestry Service Contract account #202-449.005-819.0000, the Local Streets Fund-Operating Supplies account #203-449.005-729.0000 and the Major Streets Fund-Operating Supplies account #202-449.005-729.0000 for these services. Further, authorizing the Mayor and City Clerk to sign the agreement on behalf of the City upon receipt of required insurances.

- E. Resolution approving the street light agreement between the City of Birmingham and DTE Energy regarding the installation of street lights at 2200 Holland Rd. Further, directing the Mayor to sign the agreement on behalf of the City. All costs relative to this agreement will be charged to the adjacent owner.
- F. Resolution approving the Live Scan fingerprinting system equipment upgrade purchase from Oakland County CLEMIS in the amount of \$7,985.74; further, waiving normal bidding requirements and authorizing this expenditure to the General Fund Police Department Equipment Maintenance account #101-301-000-933.0200.
- G. Resolution approving a request from Common Ground to hold the 42nd Annual Birmingham Street Art Fair on South Old Woodward on September 17 - 18, 2016, 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 adopting the "Working Hours" Policy Amendment as a City policy and authorizing the HR Department to implement and enforce accordingly.

V. UNFINISHED BUSINESS

- A. Resolution approving the City of Birmingham Parks and Recreation Donor Policy as submitted.

VI. NEW BUSINESS

- A. Public Hearing to consider confirmation of Special Assessment Roll No. 871, Catalpa Drive Paving Project, Sewer Laterals
 - 1. Resolution confirming Special Assessment Roll No. 871, defraying the cost of installing sewer laterals on Catalpa Drive. (complete Resolution in agenda packet)
- B. Audit Presentation
- C. Resolution receiving the 2016 proposed budget from the 48th Judicial District Court; and further, approving the budget as submitted.
- D. Resolution directing the following bistro applications, in the priority order below, to the Planning Board for full site plan and design review and Special Land Use Permit review:
 - 1. _____
 - 2. _____
- E. Resolution approving the Request to Transfer 50% Membership Interest of Class C Liquor License and SDM Liquor Licenses with Sunday Sales (PM), Catering Permit, Outdoor Service Permit and Official Permit (Food) from Elm Restaurant Group, LLC (Business Id. No. 205823) located at 735 Forest, Birmingham, MI., Oakland County, to SSE Restaurant Group, LLC. Furthermore, pursuant to Birmingham City Ordinance, authorizing the City Clerk to complete the Local Approval Notice at the request of SSE Restaurant Group, LLC approving the Request to Transfer 50% Membership Interest of Class C Liquor License and SDM Liquor Licenses with Sunday Sales (PM), Catering Permit, Outdoor Service Permit and Official Permit (Food) from Elm Restaurant Group, LLC (Business Id. No. 205823) located at 735 Forest, Birmingham, MI., Oakland County, to SSE Restaurant Group, LLC.
- F. Resolution approving the agreement with Albert Kahn Associates, Inc., for the Downtown Parking System Expansion Projects Parking Development Consultant Services in the amount not to exceed \$67,860, charged to account number 585-538.001-981.0100, Parking System General Capital Improvements Account. Further, approving the appropriation and budget amendment as follows:

Auto Parking System Fund

Revenues:

Draw from Fund Balance	#585-000.000-400.0000	\$67,860
Total Revenue Adjustments		\$67,860

Expenditures:

Major Street Public Improvements	#585-538.001-981.0100	\$67,860
Total Expenditure Adjustments		\$67,860

- G. Resolution approving the Agreement and Declaration with Alden Development Group, LLC, for the acquisition of land on the south side of the Brookside Development project, and authorizing the Mayor and Clerk to execute the Agreement.

-OR-

Resolution rejecting the proposed Agreement and Declaration with Alden Development Group, LLC, for the acquisition of land on the south side of the Brookside Development project.

- H. Resolution to meet in closed session to review pending litigation regarding Wolf v City of Birmingham pursuant to Section 8(e) of the Open Meetings Act.

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

VII. REMOVED FROM CONSENT AGENDA

VIII. COMMUNICATIONS

- A. Alice Thimm regarding South Eton

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

X. REPORTS

- A. Commissioner Reports
1. Notice of Intention to appoint members to the Principal Shopping District Board on November 23, 2015.
- B. Commissioner Comments
- C. Advisory Boards, Committees, Commissions' Reports and Agendas
- D. Legislation
- E. City Staff

XI. ADJOURN

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).

INFORMATION ONLY

BIRMINGHAM CITY COMMISSION MINUTES
OCTOBER 12, 2015
MUNICIPAL BUILDING, 151 MARTIN
7:30 P.M.

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Stuart Lee Sherman, Mayor, called the meeting to order at 7:31 PM.

II. ROLL CALL

ROLL CALL:	Present,	Mayor Sherman Commissioner Dilgard Mayor Pro Tem Hoff Commissioner McDaniel Commissioner Moore Commissioner Nickita Commissioner Rinschler
	Absent,	None

Administration: City Manager Valentine, City Attorney Currier, Clerk Pierce, Fire Chief Connaughton, IT Director Gemmell, Finance Director Gerber, Deputy Treasurer Klobucar, City Planner Ecker, Planner Baka, City Engineer O'Meara, Building Official Johnson, PSD Director Heiney, HR Manager Taylor, Library Director Koschik, Assistant Library Director Craft

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

**10-219-15 PROCLAMATION
TOM HUGHES, BOARD OF ZONING APPEALS**

The Mayor presented a proclamation to Tom Hughes for his 39 years of service on the Board of Zoning Appeals.

**10-220-15 APPOINTMENT TO THE
BOARD OF ZONING APPEALS**

MOTION: Motion by Rinschler:
To appoint Erik Morganroth, 631 Ann to the Board of Zoning Appeals to serve a three-year term to expire October 10, 2018.

MOTION: Motion by McDaniel:
To appoint John Miller, 544 Brookside to the Board of Zoning Appeals to serve a three-year term to expire October 10, 2018.

VOTE ON NOMINATION OF MORGANROTH:
Yeas, 7
Absent, None

VOTE ON NOMINATION OF MILLER:

Yeas, 7
Absent, None

The Clerk administered the oath to the 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.

10-221-15 APPROVAL OF CONSENT AGENDA

The following items were removed from the consent agenda:

- Item A (Minutes of September 21, 2015) by Mayor Pro Tem Hoff
- Item G (Special Event Request – Art Birmingham) by Mayor Pro Tem Hoff

MOTION: Motion by Rinschler, seconded by McDaniel:

To approve the consent agenda as follows:

- B. Approval of warrant list, including Automated Clearing House payments, of September 23, 2015 in the amount of \$29,479,122.06.
- C. Approval of warrant list, including Automated Clearing House payments, of September 30, 2015 in the amount of \$842,576.26.
- D. Approval of warrant list, including Automated Clearing House payments, of October 7, 2015 in the amount of \$1,407,553.67.
- E. Resolution approving the appointment of election inspectors for the November 3, 2015 City Election pursuant to MCL 168.674(1) and authorizing the City Clerk to make revisions as needed.
- F. Resolution approving the appointment of John Connaughton as Emergency Management Coordinator for the City of Birmingham. Further, directing the Mayor to sign the Emergency Management Coordinator form EMD-021 on behalf of the City.
- H. Resolution accepting the resignation of Thomas Hughes from the Board of Zoning Appeals and to thank Mr. Hughes for his service.
- I. Resolution approving purchase of four multi-function printers from Xerox, using MiDEAL extendable contract, in an amount not to exceed \$36,793.00 and charging the purchase against the 636-228-000-971.0100 Machinery & Equipment account.
- J. Resolution approving the street light agreement between the City of Birmingham and DTE Energy regarding the installation of street lights at 400 S. Old Woodward Ave. Further, directing the Mayor to sign the agreement on behalf of the City. All costs relative to this agreement will be charged to the adjacent owner.

ROLL CALL VOTE:	Yeas,	Commissioner Dilgard Mayor Pro Tem Hoff Commissioner McDaniel Commissioner Moore Commissioner Nickita Commissioner Rinschler Mayor Sherman
	Nays,	None
	Absent,	None

Abstentions, None

The Commission agreed to consider Item G, Special Event Request for Art Birmingham, at this time.

**10-222-15 SPECIAL EVENT REQUEST
ART BIRMINGHAM**

In regard to a question from Mayor Pro Tem Hoff, Annie VanGelderren, President & CEO of the Birmingham Bloomfield Art Center explained the changes that will occur for the 2016 event regarding the drop off route and time for vendors and the vendor parking policy.

MOTION: Motion by Hoff, seconded by McDaniel:

To approving a request from the Birmingham Bloomfield Art Center to hold Art Birmingham in Shain Park and on the surrounding streets on May 7 – 8, 2016 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.

VOTE: Yeas, 7
Nays, None
Absent, None

V. UNFINISHED BUSINESS

VI. NEW BUSINESS

**10-223-15 BALDWIN PUBLIC LIBRARY
INSTALLATION OF BOOK DROP**

Library Director Koschik explained the request to install an external book drop on the west side of Bates Street just north of Merrill outside the Library. He noted that one parking space would be eliminated as a result of the book drop, however one of the five-minute spaces on Merrill would become a metered space.

In response to questions from the Commission, Mr. Koschik explained that the drop box would face the street and be accessible from the passenger side of vehicles. The drop box would be emptied by staff four times a day. He noted that the box would be painted Birmingham green.

MOTION: Motion by Hoff, seconded by Dilgard:

To approve the installation of a book drop for the Baldwin Public Library on the west side of Bates Street just north of Merrill and further, relocating one metered parking space from the east side of the Library on Bates Street to the south side of the Library and replacing one of the existing five minute drop off spaces.

VOTE: Yeas, 7
Nays, None
Absent, None

**10-224-15 BALDWIN PUBLIC LIBRARY
DEVELOPMENT OF CONSTRUCTION DRAWINGS**

Library Director Koschik explained the request to proceed with the construction drawings as outlined by the concept plan for the Baldwin Public Library building with funding for these drawings to be paid from Library funds. He explained that the request includes a renovation to the adult services department, concentrating on the main floor of the Birkerts addition. He noted that the next phases would include the youth department, circulation department, installation of a small café, main entrance and the interface with Shain Park and the Community House.

Mr. Koschik explained that the improvements coordinate the interior design which works with the curve of the building, arranges the collection in a logical way, creates a quiet reading room off the Grand Hall, and moves the computer lab to the main floor and establishes a small high tech makers space. In addition, three enclosed study rooms will be added, seating for study will be increased, and new carpet, furnishing, lighting and higher ceiling will be installed. He noted that two exterior window bands would be installed to bring in more light. He noted that the project would take approximately five to six months and the Birkerts addition would be closed during construction.

John Gardner and Karen Swanson, of Luckenbach Ziegelman Gardner, explained the goals were to get more light into the space, create a more open and collaboration of space, increase wayfinding and circulation and to satisfy the Library's programming requirements.

In response to a question from Commissioner Nickita regarding the effect of the sunlight on the books, Ms. Swanson explained that the combination of the type of glass and a blind system will be used to redirect the light from the books. In addition, the books will be eight to nine feet from the windows.

Commissioner Nickita questioned whether the existing heating and cooling system would be able to accommodate the proposed improvements.

George Hopkins, with Peter Basso Consulting, explained that the analysis compared the existing condition to a condition with glass exposure along the wall. The existing system meets the requirements of the new condition.

Commissioner Rinschler questioned how the Aaron Cohen became involved in the project. Mr. Gardner explained that Aaron Cohen is a world famous library planning consultant in New York City. A library patron brought him to their attention. They interviewed him and asked him to work with them on this project.

Commissioner Rinschler expressed concern that if an expansion occurred on the outside of the Birkerts addition, the windows would be something that ends up in the scrapyard. He questioned where space could be added to increase the footprint. Mr. Gardner responded that an expansion could go towards the part near the children's section.

Commissioner Rinschler commented that it is a very aggressive time schedule. Mr. Koschik explained that by delaying the project, it would increase the cost by 4%.

The Commission discussed the City process for issuing a request for proposal. Commissioner Nickita expressed concern with investing in Phase 1 before Phases 2 and 3 are prepared. Mr.

Koschik noted that the items for consideration in Phases 2 and 3 are at the east end of the Library and will not conflict with what is being proposed.

Commissioner McDaniel expressed concern with the proposal to finance the amount over \$600,000 and noted that it is important to define Phase 2 and 3 as well. He noted that work needs to be done from a funding standpoint.

Commissioner Rinschler suggested the Board of Ethics review the process to use Mr. Cohen to make sure that everything was done properly. He expressed support of the design, but is uncomfortable with the process.

Frank Pisano, Library Board member, commented that this is the first bite of the apple. The Board is fiscally disciplined and brings a great project which will build momentum for the future phases of the Library.

Jim Suhay, Library Board member, commented that Mr. Duany suggested going in phases. He stated that they do not want to delay the timetable that they currently have.

Patty Bordman, 1091 Lakepark, expressed support of the proposal and stated that communication about the project is necessary.

Ashley Aidenbaum, 327 Southfield, expressed support of the project and noted that it is cost effective and the right thing for the residents.

David Bloom commented that this project has been very transparent.

Andy Harris, Library Board member, stated that the phases should be staggered with legitimate gaps in between. He suggested that there be an agreement for the facility to clarify what the City and Library are responsible for which would make operations more efficient.

MOTION: Motion by Rinschler, seconded by McDaniel:

To approve the concept plan of September 21, 2015 as presented and authorize the City and the Library to initiate an RFP for the construction drawings and to refer the selection to the Board of Ethics to make sure everything was done in accordance with Section 323 of the ethics ordinance. The funding for these drawings will be paid from Library funds.

VOTE: Yeas, 7
 Nays, None
 Absent, None

**10-225-15 PUBLIC HEARING OF CONFIRMATION FOR THE RENEWAL
 OF THE SPECIAL ASSESSMENT DISTRICT FOR THE
 PRINCIPAL SHOPPING DISTRICT**

Mayor Sherman opened the Public Hearing of Confirmation for fiscal years 2015-2016, and 2016-2017, and 2017-2018 Funding for the Principal Shopping District at 9:46 PM.

Hearing no public comment, the Mayor closed the Public Hearing at 9:47 PM.

MOTION: Motion by Rinschler, seconded by Hoff:

To confirm Special Assessment Roll No. 868 for fiscal year 2015-2016, Special Assessment Roll No. 869 for fiscal year 2016-2017 and Special Assessment Roll No. 870 for fiscal year 2017-2018, Funding for the Principal Shopping District.

WHEREAS, Special Assessment Roll, designated Roll No. 868 for fiscal year 2015-2016 has been heretofore prepared for collection and Roll No. 869 for fiscal year 2016-2017 and Roll No. 870 for fiscal year 2017-2018 shall be prepared for collection in the respective years, and

WHEREAS, the City Commission has established rates for fiscal years 2015-2016, 2016-2017 and 2017-2018 included in District 1 at \$0.494 per square foot for the first floor and \$0.196 per square foot for the floors second and above and included in District 1A at \$0.247 for the first floor and \$0.095 per square foot for the floors second and above, respectively, and with a maximum amount to be determined, and

WHEREAS, notice was given pursuant to Section 94-7 of the City Code to each owner or party- interest of property to be assessed, and

WHEREAS, Commission Resolution No. 09-205-15 provided it would meet this 12th day of October, 2015 for the sole purpose of reviewing the assessment roll, and

WHEREAS, at said hearing held this October 12, 2015 all those property owners or their representatives present have been given an opportunity to be heard specifically concerning costs appearing in said special assessment roll as determined in Section 94-9 of the Code of the City of Birmingham,

NOW, THEREFORE, BE IT RESOLVED that Special Assessment Roll No. 868 for fiscal year 2015- 2016 has been heretofore prepared for collection and Roll No. 869 for fiscal year 2016-2017 and Roll No. 870 for fiscal year 2017-2018 be in all things ratified and confirmed, and that the City Clerk be and is hereby instructed to endorse said rolls, showing the date of confirmation thereof, and to certify said assessment rolls to the City Treasurer for collection.

BE IT FURTHER RESOLVED, that for each year of such assessments, special assessments shall be payable in one (1) installment as provided in Section 94-10 of the Code of the City of Birmingham, with an annual interest rate of four and a quarter percent (4.25%) on all due unpaid installments.

VOTE: Yeas, 7
Nays, None
Absent, None

**10-226-15 PUBLIC HEARING TO CONSIDER REZONING
369 NORTH OLD WOODWARD**

Mayor Sherman opened the Public Hearing to consider the rezoning of 369 N. Old Woodward at 9:47 PM.

City Planner Ecker explained the proposal to keep the R6 zoning designation and to bring this property into the overlay district. She explained that the owner is proposing a five story mixed use building with first floor retail and commercial space and residential units on floors two through five with two levels of underground parking. She explained that all other properties in the immediate area are either public property or mixed use business and residential. The

requested height would be comparable to the parking structure immediately to the south of the site as well as other buildings in the area.

Clinton Baller, resident of the adjacent neighborhood, expressed support of the rezoning and noted it is essential for the Bates Street extension.

In response to a question from Mayor Pro Tem Hoff, Ms. Ecker explained that twenty-six units are proposed. She explained that a community impact study has been done which determined that the infrastructure could handle a building of this size.

The Mayor closed the Public Hearing at 10:03 PM.

MOTION: Motion by Rinschler, seconded by Moore:
To approve the rezoning of the property at 369 N. Old Woodward from R-6 Multiple Family Residential to R-6 Multiple Family Residential and D-4 in the Downtown Overlay District.

VOTE: Yeas, 7
Nays, None
Absent, None

**10-227-15 PUBLIC HEARING TO CONSIDER A SPECIAL LAND USE PERMIT
FOREST AVENUE GRILL, 735 FOREST AVENUE**

Mayor Sherman opened the Public Hearing to consider the Revised Final Site Plan and Special Land Use Permit Amendment at Forest Avenue Grill, 735 Forest Avenue at 10:04 PM.

City Planner Ecker explained that the change to the interior of the building is to open the views into the kitchen. The exterior changes to the building will include replacing the middle bay of windows with a nanowall system and replacing the existing signs. She noted that the Planning Board asked the applicant to address the recessed brick panel on the east wall with artwork or another design element.

Ms. Ecker confirmed for Mayor Pro Tem Hoff that the changes do not affect the amount of glazing on the building.

The Mayor closed the Public Hearing at 10:12 PM.

MOTION: Motion by Nickita, seconded by Dilgard:
To approve the Final Site Plan and Special Land Use Permit Amendment for 735 Forest – Forest Grill, to allow changes to the ownership group and operation of the existing bistro:

WHEREAS, Forest Avenue Bistro filed an application pursuant to Article 7, section 7.34 of Chapter 126, Zoning, of the City Code to operate a bistro as defined in Article 9, section 9.02 of Chapter 126, Zoning, of the City Code;

WHEREAS, The land for which the Special Land Use Permit Amendment is sought is located on the north side of Forest Street between Woodward and Elm;

WHEREAS, The land is zoned MU-3 and MU-5, and is located within the Triangle Overlay District, which permits bistros with a Special Land Use Permit;

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

WHEREAS, The Planning Board on July 22, 2015 reviewed the application for Revised Final Site Plan Review and a Special Land Use Permit Amendment and recommended approval with the following conditions:

- 1) The applicant comply with the requirements of Article 04, Section 4.41 OD-01 of the Zoning Ordinance as they relate to licensing and insurance requirements for the use of the public right-of-way;
- 2) The applicant provide street lights and hanging planters required by the Triangle Overlay District and submit for administrative approval or obtain a variance from the Board of Zoning Appeals;
- 3) A fully executed contract must be signed with the applicant and the City of Birmingham outlining the details of the operation of the bistro; and
- 4) Prior to appearing before the City Commission the applicant provide artwork or another design element to address the recessed brick panel of the wall in the former window opening on the east elevation; and
- 5) Applicant verifies that the type of glass proposed for the NANA wall will match the existing glazing and conform to the District standards.

WHEREAS, The applicant has submitted amended plans with elevation drawings and specification sheets, which indicate the new required streetscape requirements within the Triangle District;

WHEREAS, The applicant has committed to comply with all other conditions for approval as recommended by the Planning Board on July 22, 2015;

WHEREAS, The Birmingham City Commission has reviewed Forest Avenue Bistro Special Land Use Permit Amendment application and the standards for such review as set forth in Article 7, section 7.36 of Chapter 126, Zoning, of the City Code;

NOW, THEREFORE, BE IT RESOLVED, The Birmingham City Commission finds the standards imposed under the City Code have been met, subject to the conditions below, and that Forest Avenue Bistro application for a Special Land Use Permit Amendment authorizing the operation of a bistro at 735 Forest Avenue in accordance with Chapter 10, Alcoholic Liquors, is hereby approved;

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

- 1) The applicant comply with the requirements of Article 04, Section 4.41 OD-01 of the Zoning Ordinance as they relate to licensing and insurance requirements for the use of the public right-of-way;
- 2) The applicant provide street lights and hanging planters required by the Triangle Overlay District and submit for administrative approval or obtain a variance from the Board of Zoning Appeals;
- 3) A fully executed contract must be signed with the applicant and the City of Birmingham outlining the details of the operation of the bistro; and

- 4) Prior to appearing before the City Commission the applicant provide artwork or another design element to address the recessed brick panel of the wall in the former window opening on the east elevation; and
- 5) Applicant verifies that the type of glass proposed for the NANA wall will match the existing glazing and conform to the District standards.

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

BE IT FURTHER RESOLVED, Except as herein specifically provided, Forest Avenue Bistro and its heirs, successors, and assigns shall be bound by all ordinances of the City of Birmingham in effect at the time of the issuance of this permit, and as they may be subsequently amended. Failure of Forest Avenue Bistro to comply with all the ordinances of the city may result in the Commission revoking this Special Land Use Permit.

VOTE: Yeas, 7
Nays, None
Absent, None

10-228-15 PUBLIC HEARING TO CONSIDER A BROWNFIELD PLAN AND REIMBURSEMENT AGREEMENT AT DFCU FINANCIAL, 2483 WEST MAPLE

Mayor Sherman opened the Public Hearing to consider approval of the Brownfield Plan and Reimbursement Agreement at DFCU Financial, 2483 W. Maple at 10:12 PM.

City Planner Ecker explained that DFCU Financial is a one story bank building which will be situated on this site. A gas station was located on this site for the last several decades and there is some contamination.

Commissioner Nickita questioned whether contamination encroached onto City property and if it would be cleaned up. Mike Kulka explained that the property is being treated as a whole. The significantly contaminated soil was removed during the redevelopment activities. He noted that they are voluntarily doing the cleanup.

In response to a question from Commissioner McDaniel, Ms. Ecker explained that the Brownfield Plan shows that the spill is on-site and has not migrated onto City property as there are no levels of contamination that are high enough to warrant fixing what is in that property.

The Mayor closed the Public Hearing at 10:25 PM.

MOTION: Motion by Rinschler, seconded by Nickita:
To approve the Brownfield Plan and Reimbursement Agreement for 2483 W. Maple, DFCU Financial:

WHEREAS, the Birmingham Brownfield Redevelopment Authority (the "Authority"), pursuant to 1996 PA 381, as amended (the "Act"), prepared and recommended for approval by this Commission a brownfield plan ("the Plan") for property located at 2483 West Maple Road, Birmingham, Michigan; and,

WHEREAS, the City of Birmingham, at least ten days before the meeting of this Commission at which this resolution is considered, provided notice of a hearing to all taxing jurisdictions which are affected by the

Plan (the "Taxing Jurisdictions") and fully informed the Taxing Jurisdictions about the fiscal and economic implications of the Plan; and,

WHEREAS, the City of Birmingham, at least ten days before the meeting of this Commission at which this resolution is considered, provided notice of the hearing to the Department of Environmental Quality and the Michigan Strategic Fund (or its designee); and,

WHEREAS, this Commission held a public hearing on the Plan at which officials from the Taxing Jurisdictions had an opportunity to be heard in regard to the adoption of the brownfield plan, interested persons had an opportunity to be heard, any written communications with reference to the Plan were received and considered, and a record of the public hearing, including all data presented at the hearing, was made and preserved.

NOW, THEREFORE, BE IT RESOLVED THAT

1. The Plan constitutes a public purpose.
2. The Plan meets all of the requirements for a brownfield plan set forth in Section 13 of the Act.
3. The proposed method of financing the costs of the eligible activities, as described in the Plan, is feasible and the Authority has the ability to arrange the financing.
4. The costs of the eligible activities proposed in the Plan are reasonable and necessary to carry out the purposes of the Act.
5. The amount of captured taxable value estimated to result from the adoption of the Plan is reasonable.
6. The Plan is approved.
7. The reimbursement agreement pertaining to the Plan is approved.

VOTE: Yeas, 7
Nays, None
Absent, None

**10-229-15 PUBLIC HEARING TO CONSIDER A SPECIAL LAND USE PERMIT
PLATINUM MOTOR CARS, 1098 SOUTH ADAMS ROAD**

Mayor Sherman opened the Public Hearing to consider the Final Site Plan and Special Land Use Permit (SLUP) at Platinum Motor Cars, 1098 S. Adams Road at 10:25 PM.

Planner Baka explained the request to allow an auto sales agency at 1098 South Adams. He explained the improvements to the building include paint to the exterior, installation of an additional window to the Adams elevation, replace the existing tinted windows with clear glass, replace the exterior lighting, new signage, replace existing river rock in the right-of-way with grass and remove the existing flower beds and install brick pavers and benches. He noted that this location would be a small show room to display four to five cars on site. The applicant has a storage facility in Troy where the majority of their cars are stored.

Mr. Baka confirmed for Mayor Pro Tem Hoff that there would be no vehicles stored outside of the building and no car haulers used. The applicant would rearrange cars after business hours.

Commissioner McDaniel expressed concern with replacing the river rock with grass as it would be difficult to grow grass in that environment.

An attorney representing the owner of the 34000 Woodward Avenue and 1066 South Adams, expressed concern with the circulation plan due to the hazard pulling out onto Lincoln and

Adams and suggested traffic flow be considered. She expressed concern that the parking spots for her clients would be used by clients of the proposed. She requested there be a restriction on delivery time for vehicles.

Commissioner Rinschler expressed concern with the outdoor storage of cars. Syed Ahmed, Platinum Motor Cars Detroit, confirmed that cars will not be displayed outside.

The Mayor closed the Public Hearing at 10:46 PM.

MOTION: Motion by Rinschler, seconded by Dilgard:

To approve the Final Site Plan & Special Land Use Permit for 1098 S. Adams to allow the operation of an auto sales agency and showroom with the provision that the SLUP reflect that there be no outdoor storage of vehicles for sale:

WHEREAS, Platinum Motor Cars has applied for a Special Land Use Permit to operate an automobile sales agency at 1098 S. Adams,

WHEREAS, The land for which the Special Land Use Permit Amendment is sought is located on the northwest corner of Lincoln and S. Adams,

WHEREAS, The land is zoned MU-5, Mixed Use, which permits automobile sales agencies with a Special Land Use Permit,

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

WHEREAS, The Planning Board reviewed the proposed Special Land Use Permit request on August 26, 2015 at which time the Planning Board voted to recommend approval of the Final Site Plan and SLUP to the City Commission with the following conditions:

1. Reduce the amount of proposed signage to 48 sq. ft.;
2. Reduce the height of the wall sign to 36"; and
3. Submit revised plan for steps at the front entranceway for administrative approval.

WHEREAS, The applicant has agreed to comply with all conditions for approval as recommended by the Planning Board on August 26, 2015;

WHEREAS, The Birmingham City Commission has reviewed the Platinum Motor Cars Special Land Use Permit Amendment application as well as the standards for such review as set forth in Article 7, section 7.34 of Chapter 126, Zoning of the City Code,

NOW, THEREFORE, BE IT RESOLVED, The Birmingham City Commission finds the standards imposed under the City Code have been met, subject to the conditions below and the Platinum Motor Cars application for a Special Land Use Permit is hereby approved, subject to the attached site plan, and subject to the following conditions:

1. Reduce the amount of proposed signage to 48 sq. ft.;
2. Reduce the height of the wall sign to 36"; and
3. Submit revised plan for steps at the front entranceway for administrative approval.

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

BE IT FURTHER RESOLVED, Except as herein specifically provided, Platinum Motor Cars and its heirs, successors and assigns shall be bound by all ordinances of the City of Birmingham in effect at the time of the issuance of this permit, and as they may be subsequently amended. Failure of Platinum Motor Cars to comply with all the ordinances of the City may result in the Commission revoking this Special Land Use Permit.

VOTE: Yeas, 7
 Nays, None
 Absent, None

**10-230-15 PUBLIC HEARING TO CONSIDER
 AN AMENDMENT TO THE ZONING ORDINANCE**

Mayor Sherman opened the Public Hearing to consider an amendment to Zoning Ordinance Article 1, Section 1.14, Zoning Map update at 10:46 PM.

Hearing no public comment, the Mayor closed the Public Hearing at 10:47 PM.

MOTION: Motion by Nickita, seconded by Moore:
To adopt an ordinance amending to Article 1, Zoning Ordinance Foundation, Section 1.14, Zoning Map, to provide for the update of the Zoning Map as needed.

VOTE: Yeas, 7
 Nays, None
 Absent, None

**10-231-15 PUBLIC HEARING OF NECESSITY
 REPLACEMENT OF SEWER LATERALS ON
 CATALPA DR BETWEEN EDGEWOOD AVE AND GRANT ST**

Mayor Sherman opened the Public Hearing of Necessity for replacement of sewer laterals on Catalpa Dr., between Edgewood Ave. and Grant St. at 10:48 PM.

City Engineer O'Meara explained that about half of the homes on the block still have the original sewer lateral and should be replaced as part of the sewer lateral program.

The Mayor closed the Public Hearing at 10:48 PM.

MOTION: Motion by Hoff, seconded by Nickita:
To declare necessity for replacement of sewer laterals on Catalpa Dr., between Edgewood Ave. and Grant St. The Public Hearing of Confirmation of the Roll will be held on October 26, 2015 at 7:30 PM:

WHEREAS, The City Commission has passed Ordinance No. 1906, to establish and adopt requirements and procedures for the replacement of sewer lateral lines when the City street is open for repairs or reconstruction; and

WHEREAS, The City Commission is of the opinion that replacement of sewer laterals not meeting current criteria as a part of the planned road paving project is declared a necessity; and

WHEREAS, formal bids have been received and the actual cost per foot for replacement of the sewer laterals has been determined,

RESOLVED, that all sewer laterals not meeting current criteria located within the limits of the following streets shall be replaced as a part of the paving project on Catalpa Dr. from Edgewood Ave. to Grant St.

RESOLVED, that at such time as the Assessor is directed to prepare the assessment roll, of which 100% of the contractor's charge to replace sewer lateral (calculated at the rate of \$55 per linear foot) shall be charged to the adjoining property owners benefiting from the sewer lateral,

RESOLVED, that there be a special assessment district created and special assessments levied in accordance with benefits against the properties within such assessment district, said special assessment district shall be all properties, within the following district:

"Oakland Villas Annex"
Lots 50, 52, 57, 59-61 inclusive, 63-65 inclusive.

RESOLVED, that the Commission shall meet on Monday, October 26, 2015, at 7:30 P.M., for the purpose of conducting a public hearing to confirm the roll for the replacement of sewer laterals on Catalpa Dr., from Edgewood Ave. to Grant St.

VOTE: Yeas, 7
Nays, None
Absent, None

**10-232-15 TEAMSTERS LOCAL 214
SETTLEMENT AGREEMENT**

Human Resource Manager Taylor explained the terms of the Teamsters settlement agreement. She explained that the three year contract would be effective July 1, 2015.

MOTION: Motion by Hoff, seconded by Rinschler:
To approve the settlement agreement of August 18, 2015 between the City and Teamsters Local 214 for a renewal of the collective bargaining agreement through June 30, 2018. Further, authorizing the transfer of the appropriate funds by the Finance Department.

VOTE: Yeas, 7
Nays, None
Absent, None

10-233-15 COMPENSATION RECOMMENDATIONS 2015-16

Human Resource Manager Taylor explained that a compensation study for department heads and administrative management staff was done at the direction of the City Commission for the 2015-2016 budget year. She explained the position reclassifications and the changes to the 401a and Retirement Health Savings plans, vacation accrual, and health care provisions.

MOTION: Motion by Rinschler, seconded by Nickita:

To approve a 2% salary table adjustment and in range adjustments based upon performance for full-time and part-time employees in the Department Head and Administrative/Management classifications effective July 1, 2015, as recommended by Human Resources.

AND

To approve reclassification of the Senior Accountant, City Engineer, City Clerk, and Public Works Manager positions in 2015-2016 fiscal year as recommended.

AND

To approve ICMA plan amendments increasing contributions in the 401a and RHS plans for the Administrative/Management group effective January 1, 2016 as recommended.

AND

To approve implementation of the updated vacation schedule for the Administrative/Management group effective January 1, 2016 as recommended.

AND

To authorize increased deductibles, out-of-pocket maximums, and co-pays in the Administrative/Management benefit plan effective January 1, 2016 as recommended.

AND

To approve the transfer of the necessary funds by the Finance Department to the respective departmental personnel accounts.

VOTE: Yeas, 7
 Nays, None
 Absent, None

**10-234-15 CLOSED SESSION REQUEST
 PENDING LITIGATION**

MOTION: Motion by Hoff, seconded by McDaniel:

To meet in closed session to review pending litigation regarding Wolf v City of Birmingham pursuant to Section 8(e) of the Open Meetings Act.

ROLL CALL VOTE: Yeas, Mayor Pro Tem Hoff
 Commissioner McDaniel
 Commissioner Moore
 Commissioner Nickita
 Commissioner Rinschler
 Commissioner Dilgard
 Mayor Sherman

 Nays, None
 Absent, None
 Abstentions, None

VII. REMOVED FROM CONSENT AGENDA

**10-235-15 CITY COMMISSION MEETING MINUTES
 SEPTEMBER 21, 2015**

Mayor Pro Tem Hoff made the following corrections to Resolution #09-204-15:

- Page 5: "Commissioner McDaniel questioned why other properties on Oakland Street were removed from the original proposal."
- Page 7: "He suggested either extend it to the other parcels on Oakland Street or direct the Planning Board to reopen the hearing to redo the process including all three parcels."

- Page 10: "In response to a question from Commissioner Nickita, City Manager Valentine explained that there was a question on the current use of the property at 412 & 420 East Frank zoned R3."

MOTION: Motion by Hoff, seconded by Nickita:
To approve the City Commission meeting minutes of September 21, 2015 as corrected.

VOTE: Yeas, 7
Nays, None
Absent, None

VIII. COMMUNICATIONS

10-236-15 COMMUNICATIONS

The Commission received the following communications:

- Michael Clawson thanking the Commission for their work and service on the Commission
- Richard Rollins regarding the West Maple Road improvements

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

X. REPORTS

10-237-15 ADVISORY BOARD & COMMITTEE REPORTS

The Commission received the Board of Ethics Opinions 2015-001 through 2015-005.

10-238-15 CITY STAFF REPORTS

The Commission received the report regarding the ReLeaf Michigan Tree Planting Project submitted by DPS Director Wood.

The Commission recessed to closed session at 11:04 PM.
The Commission reconvened in open session at 11:40 PM.

XI. ADJOURN

The Mayor adjourned the meeting at 11:40 PM.

Laura M. Pierce
City Clerk

City of Birmingham
Warrant List Dated 10/14/2015

Meeting of 10/26/2015

Check Number	Early Release	Vendor #	Vendor	Amount
237703	*	006965	7UP DETROIT	154.38
237704		000157	BOB ADAMS TOWING INC.	540.00
237705		007696	AMERICAN CLEANING COMPANY LLC.	1,350.00
237706	*	MISC	ANDREW LAWSON &	1,617.87
237707		006859	ARGUS-HAZCO	1,998.00
237708	*	006759	AT&T	747.65
237709	*	006759	AT&T	246.45
237710	*	001391	BABI CONSTRUCTION	80.00
237711		006316	BAHL & GAYNOR, INC	13,778.72
237712		001103	BCI ADMINISTRATORS INC	809.50
237713		MISC	BEAUMONT HEALTH SYSTEM	140.00
237714		000517	BEIER HOWLETT P.C.	45,713.25
237715		007345	BEVERLY HILLS ACE	95.68
237716	*	006894	DAVID BIANCHETTE	32.89
237717		006683	BIRMINGHAM LAWN MAINTENANCE	19,691.00
237718		MISC	BIRMINGHAM SEAHOLM INTERACT/HUMANIT	353.34
237719		000542	BLUE WATER INDUSTRIAL	21.00
237720		000546	KAREN D. BOTA	1,680.00
237721		003526	BOUND TREE MEDICAL, LLC	112.98
237722	*	005289	BUSINESS CARD	537.92
237723	*	003907	CADILLAC ASPHALT, LLC	421.21
237724		000571	CAR TRUCKING INC	1,062.50
237725		002067	CENTRAL PARKING SYSTEM	10.00
237726	*	007744	MOHAMED F. CHAMMAA	108.67
237727		000603	CHEMCO PRODUCTS INC	210.00
237728		000605	CINTAS CORPORATION	75.46
237729		007615	CINTAS CORPORATION-K11	35.00
237730		001318	CLOVERDALE EQUIPMENT CO	2,258.85
237731	*	004188	COFFEE BREAK SERVICE, INC.	219.50
237732	*	007625	COMCAST	277.73
237733	*	MISC	DANIEL & COURTNEY MIARKA	639.38
237734		000956	DELTA TEMP INC	273.50
237735	*	005322	DTE ENERGY COMPANY	61,281.61
237736	*	005322	DTE ENERGY COMPANY	32,076.08
237737		007538	EGANIX, INC.	720.00
237738		000196	EJ USA, INC.	2,706.71
237739		001292	ENGRAVING SPECIALISTS INC	51.00
237740	*	005447	FUN SERVICES OF MICHIGAN INC	15.00
237741	*	007807	G2 CONSULTING GROUP LLC	863.00
237742		007172	GARY KNUREK INC	121.00
237743		004604	GORDON FOOD	112.58
237744		000243	GRAINGER	37.67
237745		003938	HART PAVEMENT STRIPING CORP	28,500.00

City of Birmingham
Warrant List Dated 10/14/2015

Meeting of 10/26/2015

Check Number	Early Release	Vendor #	Vendor	Amount
237746		000261	J.H. HART URBAN FORESTRY	13,138.52
237747	*	001307	JOSHUA HUSTED	84.50
237748		006624	IPT BY BIDNET	462.50
237749		002407	J & B MEDICAL SUPPLY	111.90
237750		003823	JAY'S SEPTIC TANK SERVICE	420.00
237751		003458	JOE'S AUTO PARTS, INC.	1,387.79
237752		003472	JOHN DEERE LANDSCAPES, INC	990.36
237753	*	002555	MICHAEL JUREK	58.30
237754		000891	KELLER THOMA	1,938.75
237755		000362	KROGER COMPANY	11.97
237756		007797	MAILFINANCE INC.	288.63
237757		MISC	MAX BROOCK REALTORS	459.62
237758		007659	MICHIGAN.COM	1,492.05
237759	*	000996	SCOTT D. MOORE	341.14
237760	*	005986	MRWA	295.00
237761		006556	NICE RINK	1,363.05
237762	*	000477	OAKLAND COUNTY	1,679.69
237764		000919	OAKLAND COUNTY TREASURER	193.50
237765	*	004370	OCCUPATIONAL HEALTH CENTERS	125.25
237766		000481	OFFICE DEPOT INC	49.38
237767	*	007580	DAN PATTON	101.90
237768	*	MISC	PAUL DUNCAN	58.02
237769		006027	PENCHURA, LLC	199.30
237770	*	001753	PEPSI COLA	174.24
237771	*	006887	LESLIE PIELACK	139.55
237772		007146	PLAYWORLD MIDSTATES	2,730.95
237773	*	000478	ROAD COMM FOR OAKLAND CO	1,219.44
237774		006832	SAFEWARE INC.	750.00
237775	*	002806	SAM'S CLUB/GEGRB	1,316.06
237776		007817	SANDS SALES COMPANY LLC	1,503.96
237777		000230	MIKE SAVOIE CHEVROLET INC	146.21
237778	*	002553	SHADES OF GREEN NURSERY, INC	5,085.00
237779		002799	SHEMIN NURSERIES INC	1,223.00
237780		003483	SHERWIN WILLIAMS COMPANY	78.17
237780	*	003483	SHERWIN WILLIAMS COMPANY	67.92
237781		007142	SHERWIN-WILLIAMS COMPANY	79.34
237782		002871	SIR SPEEDY PRINTING INC	2,071.15
237783	*	000254	SOCRRA	59,075.00
237784		000256	SOMERSET BUICK GMC INC	48.14
237785		005787	SOUTHEASTERN EQUIPMENT CO. INC	32.71
237786		000260	SPARTAN DISTRIBUTORS INC	41.37
237787	*	007293	TELLY'S GREENHOUSE	5,109.62
237788		000275	TIRE WHOLESALERS CO INC	1,726.56

City of Birmingham
Warrant List Dated 10/14/2015

Meeting of 10/26/2015

Check Number	Early Release	Vendor #	Vendor	Amount
237789	*	002037	TOTAL ARMORED CAR SERVICE, INC.	694.01
237790		001696	TRANSACT TECHNOLOGIES INC	186.00
237791		000293	VAN DYKE GAS CO.	349.14
237792	*	000158	VERIZON WIRELESS	76.02
237793	*	000158	VERIZON WIRELESS	50.30
237794		000279	VIP TRUCK CENTER LLC	163.72
237795	*	MISC	VIVIAN JOHNSTON	408.98
237796		000299	WEINGARTZ SUPPLY	79.99
237797		000306	WOLVERINE CONTRACTORS INC	3,759.30
237798	*	003041	SCOTT WORTHINGTON	225.00
237799		000926	WRIGHT TOOL COMPANY	160.24
Sub Total Checks:				\$335,799.29
Sub Total ACH:				\$153,505.17
Grand Total:				\$489,304.46

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
ACH Warrant List Dated 10/14/2015

Vendor Name	Transfer Date	Transfer Amount
Automated Benefit Services, Inc.	10/7/2015	153,505.17
TOTAL		153,505.17

City of Birmingham
Warrant List Dated 10/21/2015

Meeting of 10/26/2015

Check Number	Early Release	Vendor #	Vendor	Amount
237800	*	000855	48TH DISTRICT COURT	20.00
237801	*	000855	48TH DISTRICT COURT	100.00
237802	*	000855	48TH DISTRICT COURT	100.00
237803	*	000986	52-2 DISTRICT COURT	100.00
237806		007266	AETNA BEHAVIORAL HEALTH LLC	398.82
237808		003708	AIRGAS GREAT LAKES	146.90
237810		007112	AMERICAN PAINTING LLC	705.00
237811		MISC	ANTOON COUNSULTING SERVICES, LLC	300.00
237812		000282	APOLLO FIRE EQUIPMENT	1,177.77
237813	*	006759	AT&T	271.57
237814	*	007216	AT&T	105.00
237815	*	006759	AT&T	74.53
237816		004027	AUTOMATED BENEFIT SVCS INC	8,939.56
237820		003012	BATTERIES PLUS	72.80
237821		007345	BEVERLY HILLS ACE	37.74
237822	*	007853	CITY OF BIRMINGHAM #216	20,547.78
237823	*	001086	CITY OF BIRMINGHAM	552.95
237824	*	001086	CITY OF BIRMINGHAM	452.57
237827		006177	BULLSEYE TELECOM	36.86
237828		006257	C.S. MCKEE LP	1,971.38
237835		006840	CHAPP & BUSHEY OIL CO. INC.	892.22
237836		000605	CINTAS CORPORATION	28.41
237837	*	MISC	CINTAS CORPORATION	117.36
237839		002234	CMP DISTRIBUTORS INC	723.00
237840		004188	COFFEE BREAK SERVICE, INC.	208.00
237841		004026	COFINITY	1,242.00
237842	*	007625	COMCAST	191.95
237843	*	007774	COMCAST BUSINESS	625.61
237844		000979	COMERICA BANK	168.49
237845		000619	THE COMMUNITY HOUSE	75.33
237846	*	000626	J. M. CONNAUGHTON	213.27
237847	*	000627	CONSUMERS ENERGY	4,942.96
237848		004386	CYNERGY WIRELESS	1,384.26
237850		004232	DEARBORN LITHOGRAPH INC	2,639.00
237851		000177	DELWOOD SUPPLY	51.97
237852		006907	DENTEMAX, LLC	139.50
237853		000186	JACK DOHENY SUPPLIES INC	176.52
237854		000995	DSS CORPORATION	16,570.00
237855		007506	DST INDUSTRIES	1,050.00
237856	*	000179	DTE ENERGY	4,515.11
237857		006090	DYNAMIC SYSTEMS, INC.	1,587.50
237859		000204	ERADICO SERVICES INC	30.00
237860	*	001495	ETNA SUPPLY	27,084.00

City of Birmingham
Warrant List Dated 10/21/2015

Meeting of 10/26/2015

Check Number	Early Release	Vendor #	Vendor	Amount
237861		000207	EZELL SUPPLY CORPORATION	780.57
237862	*	006689	F.D.M. CONTRACTING INC.	298,120.72
237864		001223	FAST SIGNS	100.00
237865		000936	FEDEX	30.09
237868		001023	GABRIEL, ROEDER, SMITH & CO.	3,000.00
237870		000223	GASOW VETERINARY	176.00
237871		006384	GISI	235.65
237872		004604	GORDON FOOD	882.86
237873		000243	GRAINGER	165.85
237874		007099	GRANICUS, INC.	1,737.00
237877		000261	J.H. HART URBAN FORESTRY	16,751.32
237878		001672	HAYES GRINDING	88.33
237880		006656	HOLBEN ENVIRONMENTAL SERVICES	150.00
237883	*	006975	HP	1,368.40
237884		000948	HYDROCORP	1,060.00
237885		007035	INNOVATIVE OFFICE TECHNOLOGY GROUP	40.60
237886		000342	INTERSTATE BATTERY SYSTEM	40.00
237887		002407	J & B MEDICAL SUPPLY	270.31
237888		000344	J.T. EXPRESS, LTD.	4,613.33
237889	*	001579	MARC JEWELL	73.44
237890		003458	JOE'S AUTO PARTS, INC.	509.78
237891		000362	KROGER COMPANY	45.94
237892		005876	KROPF MECHANICAL SERVICE COMPANY	4,073.25
237894		002767	OSCAR W. LARSON CO.	230.00
237895		007007	LAW ENFORCEMENT TARGETS, INC	190.47
237900		004484	MACOMB COMMUNITY COLLEGE	330.00
237901		MISC	MALWAREBYTES	1,950.00
237902		000888	MCKENNA ASSOCIATES INC	17,793.75
237903	*	007576	LYDA MCROBERTS	321.75
237904		001660	MICHIGAN CAT	143.82
237905		004687	MICHIGAN DEPT. OF TRANSPORATION	586.11
237909		007163	MOBILE HEALTH RESOURCES	1,715.05
237910		001194	NELSON BROTHERS SEWER	649.00
237911	*	000513	NEXT	701.67
237912		006359	NYE UNIFORM COMPANY	90.00
237913		002853	OAKLAND COMMUNITY COLLEGE	375.00
237914	*	000477	OAKLAND COUNTY	168,228.01
237915		004370	OCCUPATIONAL HEALTH CENTERS	144.50
237917	*	000481	OFFICE DEPOT INC	1,139.77
237918		001366	OSBURN INDUSTRIES INC	1,895.82
237920	*	005794	PAETEC	715.12
237921		003588	PATRIOT DIAMOND INC.	1,375.00
237923	*	001753	PEPSI COLA	657.95

City of Birmingham
Warrant List Dated 10/21/2015

Meeting of 10/26/2015

Check Number	Early Release	Vendor #	Vendor	Amount
237925		001062	QUALITY COACH COLLISION LLC	250.00
237926	*	006497	R.N.A. JANITORIAL, INC	2,210.00
237931		007142	SHERWIN-WILLIAMS COMPANY	48.15
237932		004202	SHRED-IT USA	94.11
237933		002021	SMAFC	80.00
237934		000260	SPARTAN DISTRIBUTORS INC	23.87
237935		007831	STOPSTICK, LTD.	57.00
237936		001076	TAYLOR FREEZER OF MICH INC	325.00
237937		000275	TIRE WHOLESALERS CO INC	120.60
237938		000155	TYCO INTEGRATED SECURITY LLC	307.81
237939		005331	UBS FIN SERVICES, INC	17,275.65
237940		005449	UNEMPLOYMENT INS AGENCY	46,067.30
237943		003760	UNUM LIFE INSURANCE CO. OF AMERICA	25,368.05
237944	*	000158	VERIZON WIRELESS	70.08
237945	*	000158	VERIZON WIRELESS	685.09
237946	*	000158	VERIZON WIRELESS	151.29
237947	*	000158	VERIZON WIRELESS	355.14
237948	*	000158	VERIZON WIRELESS	123.46
237949	*	000158	VERIZON WIRELESS	123.37
237950	*	000158	VERIZON WIRELESS	241.04
237951	*	000158	VERIZON WIRELESS	201.74
237952		007362	WINTERGREEN CORPORATION	2,587.35
237953		004512	WOLVERINE POWER SYSTEMS	2,567.78
237954	*	003890	LAUREN WOOD	525.00
237955		000926	WRIGHT TOOL COMPANY	222.65
237956		007083	XEROX CORPORATION	262.59
Sub Total Checks:				\$734,658.04
Sub Total ACH:				\$130,020.98
Grand Total:				\$864,679.02

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
ACH Warrant List Dated 10/21/2015

Vendor Name	Transfer Date	Transfer Amount
Cutwater Asset Management-September	*	3,636.99
Automated Benefit Services, Inc.	10/19/2015	126,383.99
TOTAL		130,020.98

* - Awaiting approval from Commission.

Cutwater Asset Management provides advisory and reporting services for the City's general investments. It was acquired by Bank of New York Mellon, N.A. in January 2015. As a result of the acquisition, they no longer accept checks as payment for services. Once the Commission approves this warrant list, the City will electronically transmit payment. These invoices will start appearing once a month on the ACH Warrant List.



MEMORANDUM

Department of Public Services

DATE: October 14, 2015

TO: Joseph A. Valentine, City Manager

FROM: Lauren A. Wood, Director of Public Services

SUBJECT: 2015 Fall Tree Purchase and Planting Project

Sealed bids were opened on Thursday, October 8, 2015 for the cost to provide and plant 101 3.5"-4" caliper balled and burlapped trees. The request for proposals was advertised on the Michigan Inter-governmental Trade Network (MITN) purchasing system. The trees to be planted will be placed on various street rights-of-way and parks during the fall of 2015. Two bidders responded. The result of the sealed bids follows in the table below.

Bidder	Base Bid	Complete Bid
Greg Davis Landscape Service, Inc.	\$39,150.00	Yes
Agroscaping, Inc.	\$39,925.00	Yes

This purchase will include providing all trees, planting, topsoil, pruning and necessary watering. The trees also come with a two year warranty. Based on reference checks and a revisit of the 2008 fall plant, of which this contractor was awarded, the Department of Public Services recommends awarding the fall 2015 street tree purchase and planting project to Greg Davis Landscape. Money has been allocated in the 2015-2016 budget from various accounts for this service.

The fall 2014 plant was awarded to KLM Landscape and was \$35,085.00 for 115 trees and the spring 2015 plant was awarded to Franks Landscaping and was \$48,262.00 for 162 trees.

SUGGESTED RESOLUTION:

To approve the purchase and planting of 101 trees from Greg Davis Landscape Service, Inc. for the 2015 fall tree purchase and planting project for a total project cost not to exceed \$39,150.00. Funds are available from the Local Streets Fund-Forestry Service Contract account #203-449.005-819.0000, the Major Streets Fund-Forestry Service Contract account #202-449.005-819.0000, the Local Streets Fund-Operating Supplies account #203-449.005-729.0000 and the Major Streets Fund-Operating Supplies account #202-449.005-729.0000 for these services. Further, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City upon receipt of required insurances.

ATTACHMENT A - AGREEMENT
For Fall 2015 Tree Purchase and Planting Project

This AGREEMENT, made this _____ day of _____, 2015, by and between CITY OF BIRMINGHAM, having its principal municipal office at 151 Martin Street, Birmingham, MI (hereinafter sometimes called "City"), and Greg Davis Landscape Services, Inc., having its principal office at 471 Renaud Road, Grosse Pointe Woods, MI 48236 (hereinafter called "Contractor"), provides as follows:

WITNESSETH:

WHEREAS, the City of Birmingham, through its Public Services Department, is desirous of having work completed to supply and install trees in the right of ways, Woodward Avenue median, and parks in the City of Birmingham.

WHEREAS, the City has heretofore advertised for bids for the procurement and performance of services required to perform tree supply and planting of (101) one-hundred and one 3"-3 ½" caliper B&B trees, and in connection therewith has prepared a request for sealed proposals ("RFP"), which includes certain instructions to bidders, specifications, terms and conditions.

WHEREAS, the Contractor has professional qualifications that meet the project requirements and has made a bid in accordance with such request for cost proposals to perform tree supply and planting.

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 perform tree supply and planting and the Contractor's cost proposal dated October 8, 2015 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 Contractor for the performance of this Agreement in an amount not to exceed \$39, 150.00, as set forth in the Contractor's October 8, 2015 cost proposal.
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 Contractor shall employ personnel of good moral character and fitness in performing all services under this Agreement.
5. The Contractor and the City agree that the Contractor is acting as an independent Contractor with respect to the Contractor's role in providing services to the

5. The Contractor and the City agree that the Contractor is acting as an independent Contractor with respect to the Contractor's role in providing services to the City pursuant to this Agreement, and as such, shall be liable for its own actions and neither the Contractor nor its employees shall be construed as employees of the City. Nothing contained in this Agreement shall be construed to imply a joint venture or partnership and neither party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as specifically outlined herein. Neither the City nor the Contractor shall be considered or construed to be the agent of the other, nor shall either have the right to bind the other in any manner whatsoever, except as specifically provided in this Agreement, and this Agreement shall not be construed as a contract of agency. The Contractor shall not be 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 Contractor acknowledges that in performing services pursuant to this Agreement, certain confidential and/or proprietary information (including, but not limited to, internal organization, methodology, personnel and financial information, etc.) may become involved. The Contractor recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the City. Therefore, the Contractor agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. The Contractor shall inform its employees of the confidential or proprietary nature of such information and shall limit access thereto to employees rendering services pursuant to this Agreement. The Contractor further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.

7. This Agreement shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan. The Contractor 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 Contractor 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 Contractor agrees that neither it nor its subcontractors 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 Contractor shall inform the City of all claims or suits asserted against it by the Contractor's employees who work pursuant to this Agreement. The Contractor shall provide the City with periodic status reports concerning all such claims or suits, at intervals established by the City.

11. The Contractor shall not commence work under this Agreement until it has, at its sole expense, obtained the insurance required under this paragraph. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with carriers acceptable to the City of Birmingham.

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

- A. Workers' Compensation Insurance: Contractor shall procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- B. Commercial General Liability Insurance: Contractor shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.
- C. Motor Vehicle Liability: Contractor shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- D. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following 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 Contractor will provide service that are customarily subject to this type of coverage.

- F. **Pollution Liability Insurance**: Contractor shall procure and maintain during the life of this Agreement Pollution Liability Insurance, with limits of liability of not less than \$1,000,000, per occurrence preferred, but claims made accepted.
- G. **Owners Contractors Protective Liability**: The Contractor shall procure and maintain during the life of this contract, an Owners Contractors Protective Liability Policy with limits of liability not less than \$3,000,000 per occurrence, combined single limit, Personal Injury, Bodily Injury and Property Damage. The City of Birmingham shall be "Name Insured" on said coverage. Thirty (30) days Notice of Cancellation shall apply to this policy.
- H. **Cancellation Notice**: Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance (and Professional Liability Insurance, if applicable), as described above, shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal, shall be sent to: Finance Director, City of Birmingham, PO Box 3001, 151 Martin Street, Birmingham, MI 48012-3001.
- I. **Proof of Insurance Coverage**: Contractor shall provide the City of Birmingham at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City of Birmingham, as listed below.
- 1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;
 - 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.
- J. **Coverage Expiration**: If any of the above coverages expire during the term of this Agreement, Contractor shall deliver renewal certificates and/or policies to the City of Birmingham at least (10) days prior to the expiration date.
- K. **Maintaining Insurance**: Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the Agreement, the City of Birmingham may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the City of Birmingham shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.

1. the fullest extent permitted by law, the Contractor and any entity or person for whom the Contractor is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City of Birmingham, its elected and

appointed officials, employees and volunteers and others working on 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.

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

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

4. All notices required to be sent pursuant to this Agreement shall be mailed to the following addresses:

City of Birmingham
Attn: Lauren Wood, Director of Public Services
851 South Eton
Birmingham, MI 48009

5. 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.

6. **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.

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

WITNESSES:



CONTRACTOR

By: 


Its: _____

CITY OF BIRMINGHAM

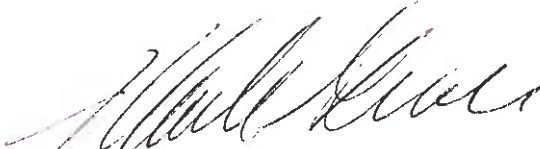
By: _____
Stuart Lee Sherman
Its: Mayor

By: _____
Laura Pierce
Its: City Clerk

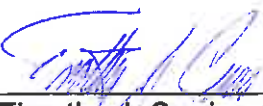
Approved:



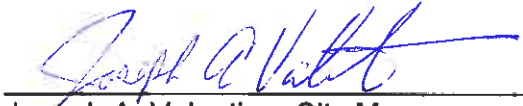
Lauren A. Wood, Director of Public Services
(Approved as to substance)



B. 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)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

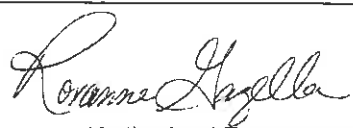
This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 10-13-2015	Countersigned By:  (Authorized Representative)
Named Insured: Greg Davis Landscaping, Inc.	

SCHEDULE

Name of Person(s) or Organization(s): City of Birmingham
--

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION ENDORSEMENT

This Endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

With respect to coverage provided by this Endorsement, the provisions of the Coverage Form apply unless modified by the Endorsement.

SCHEDULE

Name and address/contact information of Person(s) or Organization(s):

City of Birmingham
Attn: Finance Director
PO Box 3001
151 Martin Street
Birmingham, MI 48012

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The following Condition is added:

Notice Of Cancellation – Scheduled Person(s) or Organization(s)

- a. If we do not renew or cancel this policy, we will send advance written notice to the person(s) or organization(s) as shown in the SCHEDULE. The notice will be delivered by any method we choose, in the applicable timeframe specified in the policy's Cancellation Condition, any amendment to that Condition, or any other statutory timeframe requirements.
- b. Notice provided on this policy shall also apply as notice for any other Commercial Lines insurance policy or coverage part issued to the Named Insured by us.
- c. The notice is intended only to inform the person(s) or organization(s) named in the SCHEDULE in the event of a pending cancellation or non-renewal of coverage. Our failure to provide such advance notification will not:
 - (1) Change any policy cancellation or non-renewal effective date;
 - (2) Negate any cancellation or non-renewal of the policy; or
 - (e) Grant, alter, or extend any rights or obligations under any policy issued by us.

All other terms and conditions of this policy not in conflict with the terms and conditions of this Endorsement shall continue to apply.



MEMORANDUM

Engineering Dept.

DATE: October 19, 2015

TO: Joseph Valentine, City Manager

FROM: Paul T. O'Meara, City Engineer

SUBJECT: Mercedes Benz Storage Facility
2200 Holland Ave.
DTE Energy Street Light Agreement

The site at the far end of Holland Ave., east of the Dept. of Public Services yard, is currently being redeveloped. As a part of the site plan review process, the owner is required to pay for the installation of new pedestrian scale street lights along their street frontage. Due to its location at the very end of Holland Ave., the site has very little street frontage, and what it has must be left open for the driveway access. In order to bring light to the end of the street, however, one light will be installed on the south side of Holland Ave., at its easterly end, as a part of the redevelopment. Since this is part of the Rail District, the light will match those on other streets in this district, and will be installed and maintained by DTE Energy.

DTE Energy has prepared the attached contract for the installation of the lights by their contractor. The agreement is identical to those authorized for other street light agreements. The language has been reviewed and approved by the City Attorney's office. Once the agreement has been signed, we will return it to DTE for their signature and execution. Once the work has been completed to our satisfaction, we will invoice the owner for the full amount being charged (\$5,852). A final Certificate of Occupancy will not be issued until payment has been received. We expect after the work is complete, we will in turn be invoiced for the value of the work from DTE Energy, which will be charged to the streetscape account 401-901.010-981.0100, in the Capital Projects Fund.

It is recommended that the Commission authorize the Mayor to sign the attached Agreement for Municipal Street Lighting presented by DTE Energy relative to 2200 Holland Rd. All costs relative to this agreement will be charged to the owner and developer of the property.

SUGGESTED RESOLUTION:

To approve the street light agreement between the City of Birmingham and DTE Energy regarding the installation of street lights at 2200 Holland Rd. Further, to direct the Mayor to sign the agreement on behalf of the City. All costs relative to this agreement will be charged to the adjacent owner.

Exhibit A to Master Agreement

Purchase Agreement

This Purchase Agreement (this "Agreement") is dated as of October 9, 2015 between The Detroit Edison Company ("Company") and City of Birmingham ("Customer").

This Agreement is a "Purchase Agreement" as referenced in the Master Agreement for Municipal Street Lighting dated April 11, 2013 (the "Master Agreement") between Company and Customer. All of the terms of the Master Agreement are incorporated herein by reference. In the event of an inconsistency between this Agreement and the Master Agreement, the terms of this Agreement shall control.

Customer requests the Company to furnish, install, operate and maintain street lighting equipment as set forth below:

1. DTE Work Order Number:	43587706	
	If this is a conversion or replacement, indicate the Work Order Number for current installed equipment: N/A	
2. Location where Equipment will be installed:	2200 Holland St – south side of Holland St, east of S Eton St, as more fully described on the map attached hereto as <u>Attachment 1</u> .	
3. Total number of lights to be installed:	1	
4. Description of Equipment to be installed (the " <u>Equipment</u> "):	Install 1 Rockford Harbor post with single shepherd's crook arm mounted on concrete foundation. Install 1 - 100 watt Glaswerks LED fixture. Post and fixture to be Birmingham green in color.	
5. Estimated Total Annual Lamp Charges	\$319.84	
6. Computation of Contribution in aid of Construction (" <u>CIAC Amount</u> ")	Total estimated construction cost, including labor, materials, and overhead:	\$6,811.45
	Credit for 3 years of lamp charges:	\$959.52
	CIAC Amount (cost minus revenue)	\$5,851.93
7. Payment of CIAC Amount:	Due promptly upon execution of this Agreement	
8. Term of Agreement	5 years. Upon expiration of the initial term, this Agreement shall continue on a month-to-month basis until terminated by mutual written consent of the parties or by either party with thirty (30) days prior written notice to the other party.	
9. Does the requested Customer lighting design meet IESNA recommended practices?	(Check One) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If "No", Customer must sign below and acknowledge that the lighting design does not meet IESNA recommended practices Signature: _____	
10. Customer Address for Notices:	City of Birmingham 151 Martin St, PO Box 3001 Birmingham, MI 48012 Attn: Paul O'Meara	

11. Special Order Material Terms:

All or a portion of the Equipment consists of special order material: (check one) YES NO

If "Yes" is checked, Customer and Company agree to the following additional terms.

A. Customer acknowledges that all or a portion of the Equipment is special order materials ("SOM") and not Company's standard stock. Customer will purchase and stock replacement SOM and spare parts. When replacement equipment or spare parts are installed from Customer's inventory, the Company will credit Customer in the amount of the then current material cost of Company standard street lighting equipment.

B. Customer will maintain an initial inventory of at least **1 post** and **1 luminaire** and any other materials agreed to by Company and Customer, and will replenish the stock as the same are drawn from inventory. Costs of initial inventory are not included in this Agreement. The Customer agrees to work with the Company to adjust inventory levels from time to time to correspond to actual replacement material needs. If Customer fails to maintain the required inventory, Company, after 30 days' notice to Customer, may (but is not required to) order replacement SOM and Customer will reimburse Company for such costs. Customer's acknowledges that failure to maintain required inventory could result in extended outages due to SOM lead times.

C. The inventory will be stored at City of Birmingham DPW Yard. Access to the Customers inventory site must be provided between the hours of 9:00 am to 4:00 pm, Monday through Friday with the exceptions of federal Holidays. Customer shall name an authorized representative to contact regarding inventory: levels, access, usage, transactions, and provide the following contact information to the Company:

Name: Paul O'Meara

Title: City Engineer

Phone Number: 248-530-1840

Email: pomeara@bhamgov.org

The Customer will notify the Company of any changes in the Authorized Customer Representative. The Customer must comply with SOM manufacturer's recommended inventory storage guidelines and practices. Damaged SOM will not be installed by the Company.

D. In the event that SOM is damaged by a third party, the Company may (but is not required to) pursue a damage claim against such third party for collection of all labor and stock replacement value associated with the damage claim. Company will promptly notify Customer as to whether Company will pursue such claim.

E. In the event that SOM becomes obsolete or no longer manufactured, the Customer will be allowed to select new alternate SOM that is compatible with the Company's existing infrastructure.

F. Should the Customer experience excessive LED equipment failures, not supported by LED manufacturer warranties, the Company will replace the LED equipment with other Company supported Solid State or High Intensity Discharge luminaires at the Company's discretion. The full cost to complete these replacements to standard street lighting equipment will be the responsibility of the Customer.

12. Experimental Emerging Lighting Technology (“EELT”) Terms:

All or a portion of the Equipment consists of EELT: (check one) YES NO

If “Yes” is checked, Customer and Company agree to the following additional terms.

A. The annual billing lamp charges for the EELT equipment has been calculated by the Company are based upon the estimated energy and maintenance cost expected with the Customer’s specific pilot project EELT equipment. .

B. Upon the approval of any future MPSC Option I tariff for EELT street lighting equipment, the approved rate schedules will automatically apply for service continuation to the Customer under Option 1 Municipal Street Lighting Rate, as approved by the MPSC. The terms of this paragraph B replace in its entirety Section 7 of the Master Agreement with respect to any EELT equipment purchased under this Agreement.

Company and Customer have executed this Purchase Agreement as of the date first written above.

Company:

Customer:

The Detroit Edison Company

City of Birmingham

By: _____

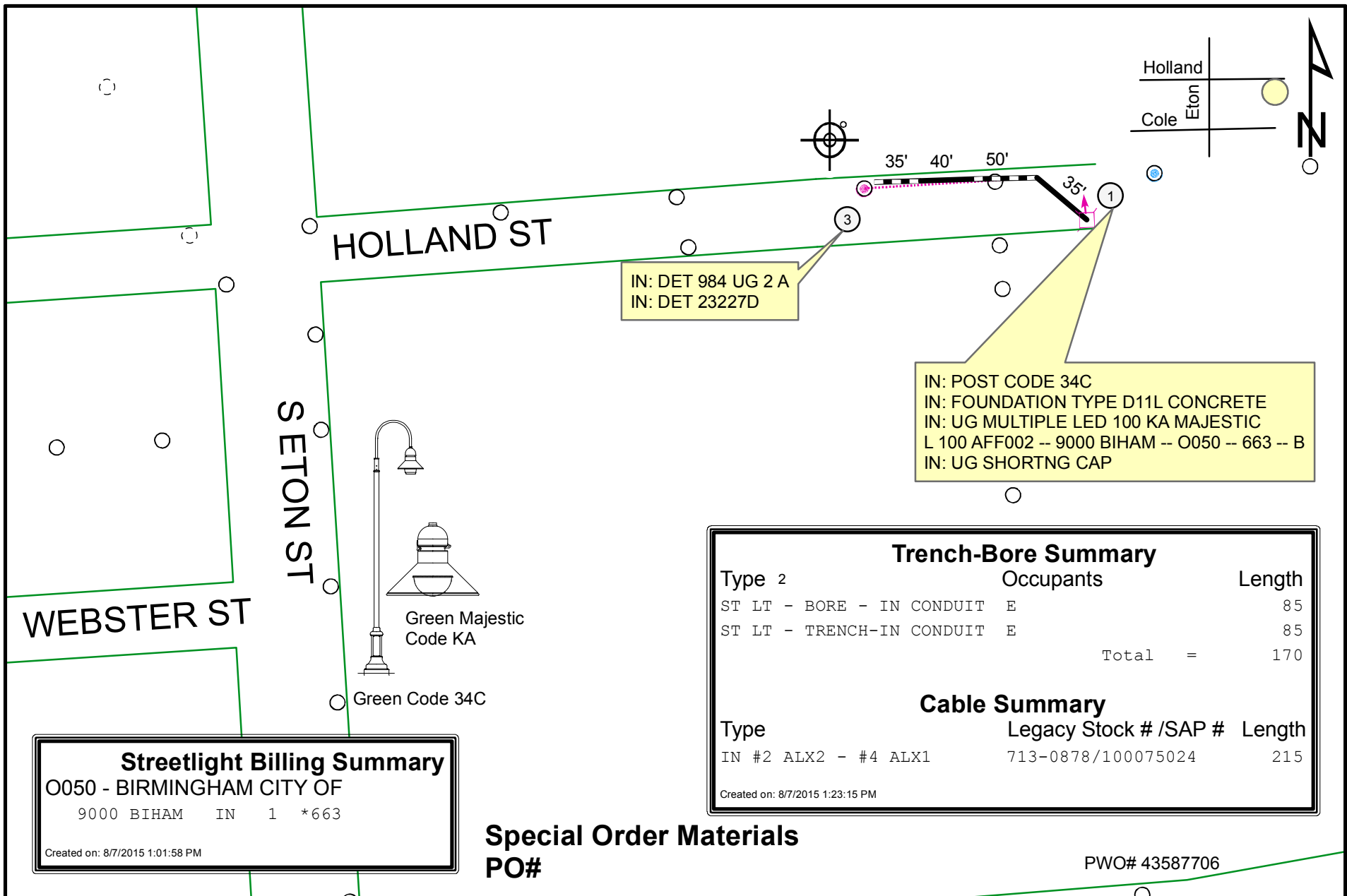
By: _____

Name: _____

Name: _____

Title: _____

Title: _____



Streetlight Billing Summary
 O050 - BIRMINGHAM CITY OF
 9000 BIHAM IN 1 *663
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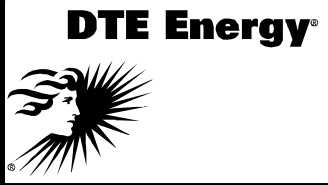
Trench-Bore Summary			
Type	Occupants	Length	
ST LT - BORE - IN CONDUIT	E	85	
ST LT - TRENCH-IN CONDUIT	E	85	
Total =		170	

Cable Summary		
Type	Legacy Stock # /SAP #	Length
IN #2 ALX2 - #4 ALX1	713-0878/100075024	215

Created on: 8/7/2015 1:23:15 PM

Special Order Materials
PO#

PWO# 43587706



Work Order # 43623027	Work Order Description NBUS - 1 UG - 2200 HOLLAND ST - BIRMINGHAM	GIS-DSN 43623029	SRW	RSD	PH	PLC
Service Center PON	Circuit #1 DUDLY0141	Circuit #2	COH	COS	CUG	CUL 43623038
Worksite City Birmingham city, Oakland County		Worksite Twp.		Worksite County		SCMAT 43623037
Town 02N	Range 11E	Section 31	Qtr	Planner Name O'Dea, Charlotte A	734-397-4307	CUE Request # 555143
		Version 1	Plot Date 8/7/2015	Scale none		



MEMORANDUM

Police Department

DATE: October 15, 2015
TO: Joseph A. Valentine, City Manager
FROM: Donald A. Studt, Chief of Police
SUBJECT: CLEMIS – LIVE SCAN EQUIPMENT REPLACEMENT

The Oakland County CLEMIS Live Scan fingerprinting system used by the police department is in need of replacement due to age and condition. This project is part of a county-wide initiative to update all of the fingerprint computers and palm scanners in Oakland County so that maintenance coverage will continue after the upgrade of the antiquated equipment. The costs associated with this project are the responsibility of the local law enforcement agencies. The total cost for our equipment upgrade is \$7,985.74.

Oakland County CLEMIS is the sole source provider for this purchase, as no other vendor is authorized to perform these upgrades. Therefore, competitive bidding requirements will need to be waived for this project.

There are sufficient funds in the police department general fund equipment maintenance account to fund this project.

SUGGESTED RESOLUTION:

To approve the Live Scan fingerprinting system equipment upgrade purchase from Oakland County CLEMIS in the amount of \$7,985.74; further to waive normal bidding requirements and authorize this expenditure to the General Fund Police Department Equipment Maintenance account #101-301-000-933.0200.



MEMORANDUM

City Clerk's Office

DATE: October 16, 2015
TO: Joseph A. Valentine, City Manager
FROM: Laura M. Pierce, City Clerk
SUBJECT: Special Event Request
Birmingham Street Art Fair

Attached is a special event application submitted by Common Ground to hold the 42nd Annual Birmingham Street Art Fair on South Old Woodward on September 17 - 18, 2015.

The application has been circulated to the affected departments and approvals and comments have been noted.

The following events have either been approved by the Commission or are anticipated to be held in September and have not yet submitted an application. These events do not pose a conflict with the proposed event.

Event Name	Date	Location
Farmers Market	Sundays	Lot 6
Farm to Table Block Party	Sept 3	Streets surrounding the Community House
Run on the Town 5K	Sept 10	Booth Park area

SUGGESTED RESOLUTION:

To approve a request from Common Ground to hold the 42nd Annual Birmingham Street Art Fair on South Old Woodward on September 17 - 18, 2016, 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.

#16-00010482

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

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 October 1, 2015

Name of Event Common Ground's 42nd Annual Birmingham Street Art Fair

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

Fine art fair featuring approximately 160 professional artists, artist demonstrations and children's art activities. The event was formerly known as "Art in the Park."

Location Downtown Birmingham (S. Old Woodward, Merrill Street) layout/map included

Date(s) of Event September 17 & 18, 2016 Hours of Event Saturday, 10am to 6pm & Sunday, 10am to 5pm

Date(s) of Set-up September 16, 2016 Hours of Set-up 2pm - 9pm (2pm street closure)

Date(s) of Tear-down September 18, 2016 Hours of Tear-down 5pm - 9pm

Set up:
5PM - 9PM
Street closure
at 5PM

Organization Sponsoring Event Common Ground

Organization Address 1410 South Telegraph, Bloomfield Hills, MI 48302

Organization Phone 248.456.8150

Contact Person Joan Roberts

Contact Phone 248.456.8150

Contact Email jroberts@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. 4th Avenue, Ann Arbor, MI 48104, Karen Delhey, karen@theguild.org, 734.662.3382. ext 107 (executive director)

3. Is the event a fundraiser? YES NO
List beneficiary Common Ground
List expected income \$26,000
Attach information about the beneficiary.

4. First time event in Birmingham? YES NO
If no, describe This will be Common Ground's 42nd 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) Old Woodward Ave, Merrill Street
 Sidewalk(s) _____
 Park(s) _____

7. Will street closures be required? YES NO

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

9. Will staff be provided to assist with safety, security and maintenance? YES NO
Describe Trained staff and volunteers are on site from move-in through move-out to ensure safety and provide site maintenance; in addition, overnight professional security is contracted for the event.

10. Will the event require safety personnel (police, fire, paramedics)? YES NO
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
 Live Amplification Recorded Loudspeakers
Time music will begin _____
Time music will end _____
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 Approximately 15 - 20 signs
Size of signs/banners 24" x 36" portable 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.
- All food/beverage vendors must have Oakland County Health Department approval.
- Attach copy of Health Dept approval.
- There is a \$50.00 application fee for all vendors and peddlers, in addition to the \$10.00 daily fee, per location. A background check must be submitted for each employee participating at the event.

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	0	6 for \$200.00	A request for more than six tables will be evaluated based on availability.
Trash Receptacles	33	\$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	6	\$200.00 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)	0 # of vendors requiring utilities	Varies	Charges according to final requirements of event.
Water/Fire Hydrant	0	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	0	\$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)	180	10'x10'
Portable Toilets	8-10	Reg & Handicap
Rides		
Displays		
Vendors		
Temporary Structure (must attach a photo)		
Other (describe)		

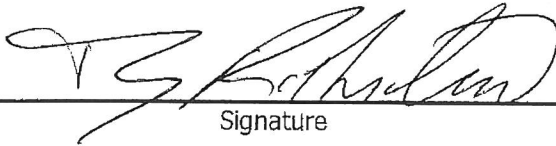
SIGNATURE OF APPLICANT REQUIRED

EVENT NAME Common Ground's 42nd Annual Birmingham Street Art Fair

EVENT DATE September 17 & 18, 2016

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

9-25-15
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.



October 1, 2015

Hold Harmless Agreement

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

9-25-15
Date



October 1, 2015

Hold Harmless Agreement

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

Debra "Max" Clayton

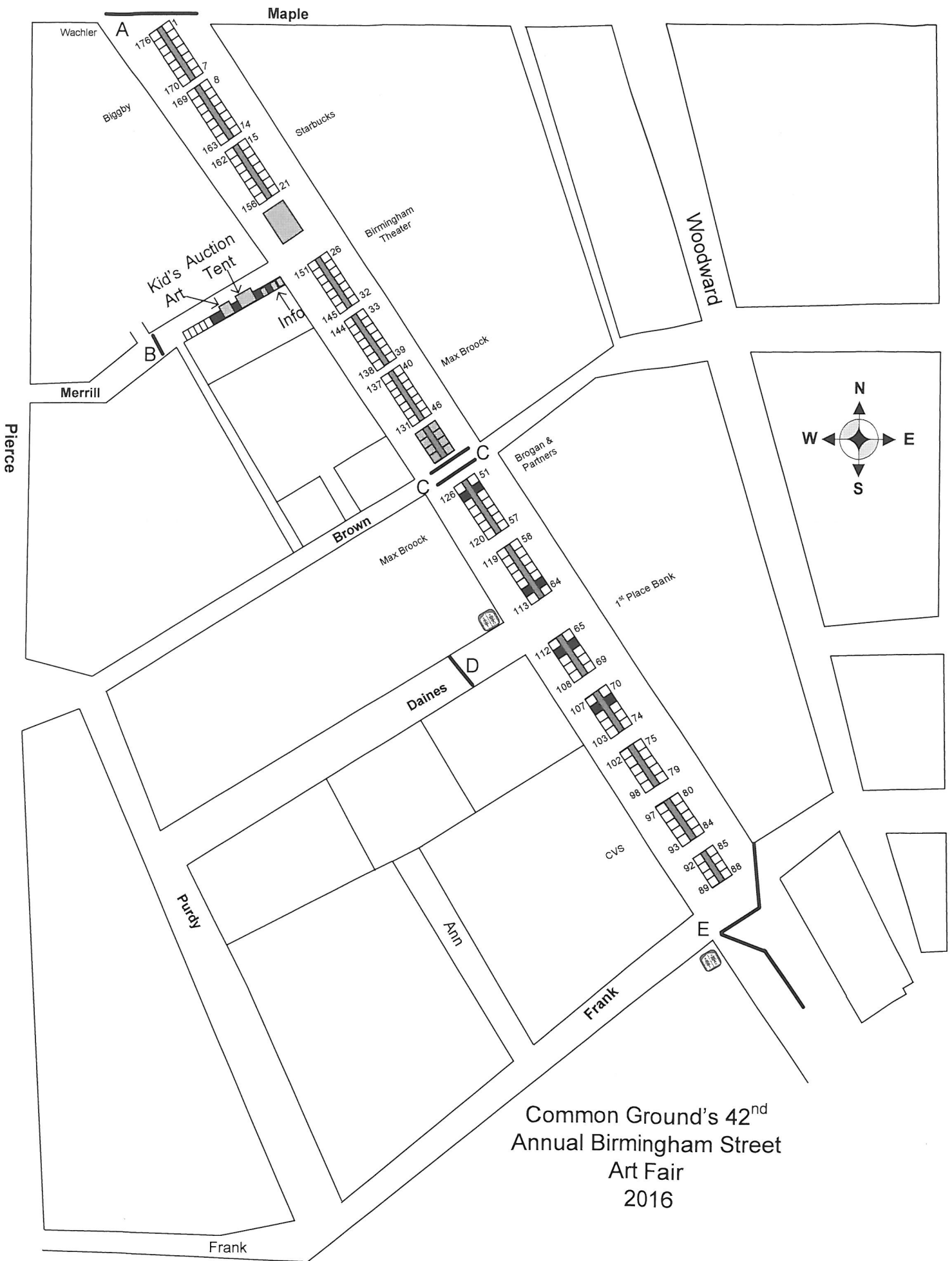
Debra "Max" Clayton
Executive Director/CEO

October 1, 2015

Date

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

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



Common Ground's 42nd
 Annual Birmingham Street
 Art Fair
 2016



Common Ground is a nonprofit agency dedicated to helping people move from crisis to hope. The agency's programs throughout Oakland and Genesee Counties are a lifeline for runaway and homeless youths, families in crisis, victims of crime, people with mental illness and others in critical situations. Common Ground serves more than 50,000 individuals each year and is supported in part by state and federal grants, contracts, individual and corporate contributions, foundation grants, special events, the Oakland County Community Mental Health Authority, Genesee County Community Mental Health and United Way for Southeastern Michigan. Most of its services are free of charge and 93 percent of the funds received go to direct service. Common Ground's programs and services are divided into three distinct impact areas: Responding to crisis, providing safety and advocacy, and building communities of support. Here is a sampling of these programs and services:

- **Crisis and Resource Helpline** is available 24-hours per day, 365 days per year. Trained staff and volunteers provide over-the-phone crisis intervention counseling, information and referrals.
- **The Street Outreach Program** makes connections with homeless and at-risk youth. Case management and referral services are provided by counselors and peer mentors to youths on the streets, at home, in school, police stations and medical facilities. The program also provides supportive services in the areas of homelessness, depression, suicide, sexually transmitted infections, substance abuse, date rape, birth control, educational assistance, job placement, food and clothing.
- **Victim Assistance Program** provides 24-hour access to counselors and advocates for victims of crime, domestic and sexual abuse, and workplace violence.
- **Crisis Residential Units** provide short-term voluntary psychiatric care for adults that includes medical supervision, nursing and discharge planning. These services are designed to support stabilization, reduce symptoms, restore function and prevent additional functional impairment, with the goal of transitioning to a less-restrictive level of care.
- **The Sanctuary**, a free and safe 24-hour shelter, provides 3-week voluntary residential counseling to runaways and youths in crisis between the ages of 10-17, with the goal of reuniting youths with their families.
- **A Step Forward** is a safe and home-like transitional living shelter for homeless youths ages 16-21, who are seeking self-sufficiency. The program provides counseling, job training, career development, educational assistance, financial subsidies and medical assistance for up to 21 months.
- **Survivors of Suicide Support Group** is a bi-monthly free 12-week program available to all surviving family, friends and work colleagues of the person who ended their life through suicide.
- **Survivors of Homicide Support Group** is a bi-monthly free 12-week group available to all surviving family, friends and work colleagues of the homicide victim.
- **Growth and Healing Support Group** provides support for young women ages 14-17 who have been victims of sexual assault and/or abuse.
- **SaYes Theatre Troupe** is a prevention-based theater program comprised of trained Peer Mentors, ages 15-25. The group presents live performances on issues facing children, teens, young adults and families. Topics include peer pressure, bullying, teasing, substance abuse, dating violence, conflict resolution, stress and others.



**SPECIAL EVENT REQUEST
NOTIFICATION LETTER**

DATE: October 12, 2015

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

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

EVENT INFORMATION

NAME OF EVENT: **Common Ground's 42nd Annual Birmingham Street Art Fair**

LOCATION: **South Old Woodward Avenue and Merrill Street, map enclosed**

DATES/TIMES OF EVENT:

Saturday, Sept. 17, 2016, 10am – 6pm and Sunday, Sept. 18, 2016, 10am – 5pm

BRIEF DESCRIPTION OF EVENT/ACTIVITY:

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

DATES/TIMES OF SET UP:

Friday, Sept. 16, 2016, street closings at 2pm with move-in completed by 9pm

DATES/TIMES OF TEAR DOWN: **Sunday, Sept. 18, 2016, from 5pm to 9pm**

DATE/TIME OF CITY COMMISSION MEETING: **October 26, 2015, 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. **If you experience any issues during the event, please contact the Birmingham Police Department at 248.530.1889.**

EVENT ORGANIZER: Common Ground (Birmingham Street Art Fair)
ADDRESS: 1410 S. Telegraph
Bloomfield Hills, MI 48302
PHONE: 248.456.8150

Attachments: Proposed site map for Birmingham Street Art Fair

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



Laura Pierce <lpierce@bhamgov.org>

Common Ground's Birmingham Street Art Fair Permit Application

1 message

Karen Delhey <karen@theguild.org>
To: lpierce@bhamgov.org
Cc: Max Clayton <clayton@theguild.org>

Wed, Oct 21, 2015 at 12:14 PM

Hi Laura,

I hope you are doing well!

We would like to change our setup time on our permit application for the 2016 Common Ground Birmingham Street Art Fair from 2p.m. to 5p.m.

Please let me know if you have any questions!!

Thanks!

Karen Delhey

Senior Director, Marketing & Partnerships

The Guild of Artists & Artisans

(734)662-3382, ext. 107

(734)662-0339 (fax)

118 N. Fourth Avenue

Ann Arbor, MI 48104-1402

theguild.org

2015 Art Fair Dates:

Holiday Art Fair - December 12 & 13

2016 Art Fair Dates:

Art Birmingham - May 7 & 8

Ann Arbor Summer Art Fair - July 21-24* Now Thursday - Sunday!!

Levis Commons Fine Art Fair - August 13 & 14

Common Ground's Birmingham Street Art Fair - September

-

DEPARTMENT APPROVALS

EVENT NAME Birmingham Street Art Fair

LICENSE NUMBER #16-00010482

COMMISSION HEARING DATE Oct. 26, 2015

NOTE TO STAFF: Please submit approval by Oct. 5, 2015

DATE OF EVENT Sept. 17-18, 2016

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)
BUILDING 101-000.000-634.0005 248.530.1850	B. Johnson	1 Tents in excess of 200 square feet and canopies over 400 square feet require permits. 2. All tents/canopies must be flame resistant with certification. 3. No smoking inside any tent or canopy. Signs to be posted. 4. Tents or canopies must be secured with sandbags, weights, or water ballast. 5. Tents and canopies must be located per the approved layout.		\$287.68	
FIRE 101-000.000-634.0004 248.530.1900	FM Bigger	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	None	\$75 Inspections	

		<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. All food vendors are required to have an approved 5lbs. multi-purpose (ABC) fire extinguisher on site and accessible. 8. Provide protective barriers between hot surfaces and the public. 9. Cords, hoses, etc. shall be matted to prevent trip hazards. 10. Paramedics will respond from the fire station as needed. Dial 911 for fire/rescue/medical emergencies. 11. Do Not obstruct fire hydrants or fire sprinkler connections on buildings. 			
<p>POLICE 101-000.000.634.0003 248.530.1870</p>		Personnel and Barricades		\$1660.00	
<p>PUBLIC SERVICES 101-000.000-634.0002 248.530.1642</p>	Carrie Laird			\$1,800	
<p>ENGINEERING 101-000.000.634.0002 248.530.1839</p>	A.F.	Maintain 5' clear pedestrian pathway on sidewalks. No pavement damage allowed for barricades, tents or other temporary installations.		\$0	
<p>INSURANCE 248.530.1807</p>	Pending	Hold Harmles approved; COI due to Clerk's Office no later than 9/2/16		0	0

<p align="center">CLERK 101-000.000-614.0000 248.530.1803</p>	<p align="center">LP</p>	<p>Notification letters mailed by applicant on 10/12/15. Notification addresses on file in the Clerk's Office. Evidence of required insurance must be on file with the Clerk's Office no later than 9/2/16.</p>	<p>Applications for vendors license must be submitted no later than 9/2/16.</p>	<p align="center">\$165 (pd)</p>	
				<p align="center">TOTAL DEPOSIT REQUIRED</p> <p align="center">\$3,822.68</p>	<p align="center">ACTUAL COST</p>

<p>FOR CLERK'S OFFICE USE</p>
<p>Deposit paid _____</p>
<p>Actual Cost _____</p>
<p>Due/Refund _____</p>



MEMORANDUM

Human Resources

DATE: October 19, 2015
TO: Joseph A. Valentine, City Manager
FROM: Yvonne Taylor, HR Manager
SUBJECT: "Working Hours" Policy Amendment

Background

Recent case law and legislation continues to emerge on the subject of overtime payment claims for non-exempt employees. Many recent cases, and of interest here, include claims of unpaid overtime when an employee – unbeknownst to the employer – conducts business on behalf of the employer outside of the employee's regular work schedule. This could take the form of a variety of tasks when performed "off the clock", bringing question to the compensability of that time.

Proposed "Working Hours" Policy Amendment

The city's current "Working Hours" policy reads:

"Working hours are determined by the requirements of each department. Most City Hall Departments operate on a Monday through Friday, 8 a.m. to 5 p.m. schedule.

Most Fire Department employees work a 24-hour shift; the Police Department maintains shifts on a 24-hour 7-day per week basis. Department of Public Services employees work schedules vary by season and work assignment. Your supervisor will advise you of the schedule(s) pertaining to your department."

In a proactive effort to prevent delayed overtime claims the HR Department proposes the attached amendment, which includes the Fair Labor Standards Act's definition of a non-exempt employee, and addresses unauthorized work prohibited by the policy when performed outside of the non-exempt employee's regular work schedule and/or approved overtime. Examples of "unauthorized work" mentioned in the proposed policy are not all-inclusive, and only provide a guideline.

HR Recommendation

The HR Department recommends adoption and implementation of the attached "Working Hours" policy amendment.

SUGGESTED RESOLUTION:

To adopt the "Working Hours" Policy Amendment as a City policy and authorize the HR Department to implement and enforce accordingly.



CITY OF BIRMINGHAM WORKING HOURS POLICY

A non-exempt employee (defined by the Fair Labor Standards Act as an employee eligible for overtime pay) may not conduct business on behalf of the City outside of his or her established work schedule unless specifically authorized to do so (i.e. authorized overtime, on-call assignment, special assignment by Department Head, city emergencies, etc.).

Performing unauthorized work outside of one's established work schedule includes, but is not limited to, checking, reading, and transmitting work-related emails; taking work home to process/complete; conducting work-related telephone conversations on personal communication device(s) or City-provided communication device(s) outside of one's normal work schedule. Non-exempt employees may not download City emails or other documents to their personal technological/communication devices (i.e. cell phone, computer, laptop, tablet, etc.).

Working hours are determined by the requirements of each department. Most City Hall Departments operate on a Monday through Friday, 8 a.m. to 5 p.m. schedule.

Most Fire Department employees work a 24-hour shift; the Police Department maintains shifts on a 24-hour 7-day per week basis. Department of Public Services employees work schedules vary by season and work assignment. Your supervisor will advise you of the schedule(s) pertaining to your department.



MEMORANDUM

Department of Public Services

DATE: September 11, 2015
TO: Joseph A. Valentine, City Manager
FROM: Lauren A. Wood, Director of Public Services
SUBJECT: Citywide Donor Policy

The attached is a draft City of Birmingham Parks and Recreation Donor Policy adopted by the Parks and Recreation Board at their June 2, 2015 meeting. The minutes from this meeting are also enclosed. A Citywide Donor Policy has been contemplated and has been strategically a big focus over this past year for presentation to the City Commission.

As you will recall, this was emphasized as potential upcoming priority project to improve our recreational assets based on discussions between the City Commission and Parks and Recreation Board from the joint meeting of September 15, 2014. In addition, some draft policies were reviewed with the City Commission on January 31, 2015 during the Long Range Planning Session. Other attempts were made in the past to provide for and establish a donor policy for the City of Birmingham.

The purpose is to establish a citywide donor program which will include an over-arching gift policy as well as the availability of naming rights. The City of Birmingham welcomes and encourages support from private individuals and entities that support the programs and the services of the City. The intent is for the adherence with the Parks and Recreation Master Plan and ultimately with approval by the City Commission for such donations.

The Donor Policy captures the general ability for the City to accept or reject a donation and how such a gift comports with an existing concept plan or a potential future park plan. Such a policy will not interfere with the existing Recognition Program which services donations for memorials and other honors including such items as benches, drinking fountains, City trees, tables and chairs and playground equipment.

The policy is a very general, clear and concise document for the above described purpose; spelling out donation categories, donation guidelines and donor recognition procedures.

SUGGESTED RESOLUTION:

To approve the City of Birmingham Parks and Recreation Donor Policy as submitted.

City of Birmingham Parks and Recreation Donor Policy

Thank you for considering Parks and Recreation in the City of Birmingham for your donation. We welcome donations from individuals, foundations, non-profit organizations and corporations and look forward to working with you.

While donations for our parks will enrich the community, the City of Birmingham recognizes that its open spaces, trails and recreation areas are precious resources. Accordingly, the City of Birmingham desires to protect and preserve the open, tranquil atmosphere of our parks, to protect the natural quality of our trails and to enhance the development of our recreational assets. Therefore, donations for park improvements and recreation programming will be considered with the support of those goals in mind.

I. DONATION CATEGORIES

The City of Birmingham welcomes donations in several categories including:

- a) Park landscaping elements include trees, shrubs and other flora. Donations of all landscaping elements, however, must be approved species and there may be site specific limitations. Please see the City of Birmingham Park Donor Program for further information.
- b) Park amenities for the purchase, replacement or refurbishment and maintenance of park benches, picnic tables, drinking fountains, bicycle racks, playground components and the like. Although suggestions from donors will be considered for the placement of a donated park amenity, final decisions as to location will be determined by the City of Birmingham. Please see the City of Birmingham Park Gift Donor Program for further information.
- c) Park features include arbors, pavilions, plazas, gardens, and the like. Such features must enhance the park, enrich the experience of park users and be consistent with park planning processes. Accordingly, such proposed donations will only be considered on a case-by-case basis. Donors may contact the City of Birmingham or the Director of Public Services to discuss proposed park features.
- d) Monetary donations, such as cash or negotiable securities, may be used toward the development and general upkeep of park elements, amenities and features. Donors may identify a specific use for the City's consideration, or funds may be used to best meet the needs of the City of Birmingham Parks and Recreation projects.

II. DONATION GUIDELINES

In order to have a consistent donor program, the following guidelines endeavor to address both the needs and resource capabilities of the City of Birmingham and the desire of donors to support Birmingham's Parks. Donors should contact the Director of Public Services to discuss donation ideas.

- a) The City wants to ensure the best appearance and aesthetic quality of its parks. Thus, donations should satisfy a true need of an approved park scheme.

II. **DONATION GUIDELINES** *(continued)*

- b) All donations will be reviewed for appropriateness and compatibility with the City of Birmingham Parks and Recreation Master Plans. The City reserves the right to decline any donation if, upon review, the donation is (1) limited by special restrictions, conditions or covenants which pose unreasonable budgetary or maintenance obligations on the City, or (2) not in the best interest of the City.
- c) Donors may be asked to appear before the Birmingham Parks and Recreation Board and/or the City Commission, to present their donation proposal. Public comment and feedback may be considered during the review process.
- d) The City understands that donors may have preferences regarding the choice of design professionals, vendors and contractors, and preferences regarding the location, size, scale, color and materials of donated elements, amenities and features. The City, however, must adhere to the open bid process requirements, if applicable, and to other City policies and goals. Accordingly, final decisions on all details of the proposed donation shall be at the sole discretion of the City of Birmingham.
- e) While the City recognizes the generally good intentions behind any donation, the City, at its sole discretion, reserves the right to decline any gift or donation.
- f) Upon acceptance by the City, any donated element, amenity or feature, becomes City of Birmingham property. The City has an interest in ensuring that all park elements, amenities and features remain in good repair and will provide, at its sole discretion, reasonable maintenance of donated items. The City, however, is under no continuing obligation to repair, replace or maintain perpetual care for any donated item.
- g) The City will make a reasonable effort to notify a donor of any damage, theft or other loss to a donated item and may, at its sole discretion, repair or replace such a donated item to the extent it deems practical, or as described in the original gift agreement, if any.
- h) Because donations to the City of Birmingham may be tax deductible, donors are encouraged to consult with their tax advisor.

III. **DONOR RECOGNITION**

- a) Recognition shall be provided for all gifts given to the City of Birmingham for park improvements, subject to such general policy changes and amendments as may be implemented by the City Commission.
- b) “Naming rights” on any park feature or element are subject to the approval of the City Commission.
- c) All donations will be acknowledged by a letter of appreciation from the City of Birmingham.

It was moved by Art Stevens, seconded by John Meehan that the City of Birmingham Donation Policy be approved as corrected and be forward to the City Commission for final approval. **Yeas - 6** (Pat Bordman, Therese Longe, John Meehan, Ryan Ross, Art Stevens and Bill Wiebrecht) **Nays - 0** **Absent** – Ross Kaplan

PARKS AND RECREATION BOARD MEETING MINUTES
June 2, 2015

Pat Bordman, Chairperson, called the meeting to order at 6:30 p.m. at 851 S. Eton.

MEMBERS PRESENT: Pat Bordman, Therese Longe, John Meehan, Ryan Ross, Art Stevens and Bill Wiebrecht, Shahanna Sarkisian and Paige White, Student Representatives

MEMBERS ABSENT: Ross Kaplan

ADMINISTRATION: Lauren A. Wood, Director of Public Services and Connie Folk, Recreation Coordinator

GUESTS: Cindy Rose

It was moved by Bill Wiebrecht, seconded by Art Stevens that the minutes of the May 12, 2015 regular meeting be approved.

Yeas - 6 (Pat Bordman, Therese Longe, John Meehan, Ryan Ross, Art Stevens and Bill Wiebrecht)

Nays - 0 **Absent** – Ross Kaplan

AGENDA ITEM #1 – City of Birmingham Donation Policy Review

Members of the Parks and Recreation Board discussed and made a few minor corrections to the City of Birmingham Donation Policy.

It was moved by Art Stevens, seconded by John Meehan that the City of Birmingham Donation Policy be approved as corrected and be forward to the City Commission for final approval.

Yeas - 6 (Pat Bordman, Therese Longe, John Meehan, Ryan Ross, Art Stevens and Bill Wiebrecht)

Nays - 0 **Absent** – Ross Kaplan

COMMUNICATION/DISCUSSION ITEM #1- Premier Agency Member Spotlight-City of Birmingham Michigan Recreation Park Association (MRPA) Article

An article about the City of Birmingham was spotlighted in an e-blast from the Michigan Recreation Park Association (MRPA) and was provided to the Parks and Recreation Board.

No action was taken by the Parks and Recreation Board

COMMUNICATION/DISCUSSION ITEM #2- Rouge River Clean-Up, Saturday June 6, 2015

The Rouge River Clean-Up flyer was provided to the Parks and Recreation Board.

No action was taken by the Parks and Recreation Board

COMMUNICATION/DISCUSSION ITEM #3- 2015 In The Park Summer Concert Schedule

The 2015 In The Park Summer Concert schedule was provided to the Parks and Recreation Board.

No action was taken by the Parks and Recreation Board

COMMUNICATION/DISCUSSION ITEM #4- Board of Ethics Seminar

Information was provided to the Parks and Recreation Board on an informational seminar that will take place on Thursday, September 24, 2015 from 4:00 pm – 5:30 pm and from 7:00 pm -8:30 pm.

The seminar will also be repeated on December 1, 2015 at 5:30 pm. Topics will include the Open Meetings Act, Freedom of Information Act, Parliamentary Procedures, Roberts Rules of Order and Ethics in Government.

No action was taken by the Parks and Recreation Board

COMMUNICATION/DISCUSSION ITEM #5a- Golf Course Financials

The golf course financials was provided.

No action was required by the board.

COMMUNICATION/DISCUSSION ITEM #5b- Golf Course Report

The golf course report was provided.

No action was required by the board.

UNFINISHED BUSINESS

Art asked about the water lilies at Quarton Lake. Lauren stated that the contractor is anticipating the first treatment to the water lilies the third week in June, 2015.

Connie stated that the City of Birmingham fireworks will take place at the Lincoln Hills Golf Course on Friday, July 3rd with the rain-date on Sunday, July 5th.

NEW BUSINESS

Cindy asked if anyone had contacted Lauren about an installation of a concrete pad for the art piece that would be located at Barnum Park.

Lauren stated that no one has contacted her regarding the installation of a permanent concrete pad at Barnum Park.

Pat stated to the student representatives that the City of Birmingham encourages art to be loaned or given to the City. There is an Arts Board that manages the program, but when the art piece is considered for one of the city parks, then the Parks and Recreation Board becomes involved. Pat stated that a while back there was a twenty-seven foot chair art piece that was going to be loaned to the City of Birmingham and installed at Barnum Park. Pat stated that there are several art pieces located throughout the City of Birmingham.

OPEN TO THE PUBLIC FOR ITEMS NOT ON THE AGENDA:

Pat stated that the next meeting will be held on July 7, 2015 at 6:30 pm at DPS

The meeting adjourned at 7:05 p.m.
Connie J. Folk, Recreation Coordinator

**NOTICE OF PUBLIC HEARINGS
BIRMINGHAM CITY COMMISSION
PUBLIC HEARING OF NECESSITY
PUBLIC HEARING OF CONFIRMATION**

Meeting Date, Time, Location:	HEARING OF NECESSITY FOR SPECIAL ASSESSMENT DISTRICT Monday, October 12, 2015, 7:30 PM Municipal Building, 151 Martin, Birmingham, MI
Meeting Date, Time, Location:	HEARING OF CONFIRMATION FOR SPECIAL ASSESSMENT DISTRICT Monday, October 26, 2015, 7:30 PM Municipal Building, 151 Martin, Birmingham, MI
Location:	Catalpa Dr. between Edgewood Dr. and Grant St.
Nature of Improvement:	Installation of lateral sewers
City Staff Contact:	Paul O'Meara 248.530.1836 pomeara@bhamgov.org
Notice Requirements:	Mail to affected property owners Publish September 27 & October 4, 2015
Approved minutes may be reviewed at:	City Clerk's Office

You or your agent may appear at the hearings to express your views; however, if you fail to protest either in person or by letter received on or before the date of the hearing, you cannot appeal the amount of the special assessment to the Michigan Tax Tribunal. Mail any correspondence to: City Clerk, P.O. Box 3001, Birmingham, MI 48012.

The property owner may file a written appeal of the special assessment with the State Tax Tribunal within 30 days after the confirmation of the special assessment roll if that special assessment was protested at the hearing held for the purpose of confirming the roll.

All special assessments, including installment payments, shall, from the date of the confirmation thereof, constitute a lien on the respective lots or parcels assessed, and until paid shall be charged against the respective owners of the lots or parcels assessed.

Persons with disabilities needing accommodations 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.



MEMORANDUM

Finance Department

DATE: October 26, 2015

TO: Joseph A. Valentine, City Manager

FROM: Teresa Klobucar, Deputy Treasurer
Paula Moore, M.A.A.O, P.P.E.

CC: Mark Gerber, Finance Director/Treasurer

SUBJECT: Resolution for Confirming S.A.D. # 871- Catalpa Drive
Paving Project Sewer Laterals

For purposes of installing new sewer laterals that would specially benefit properties within the limits of the Catalpa Drive Paving Project, it is requested that the City Commission adopt the following resolution confirming S.A.D. No. 871 at the regular City Commission meeting of October 26, 2015. Comments during the hearing of confirmation are limited to those questions specifically addressing the assessment roll pursuant to Section 94-9 of the City Code. The hearing declaring the necessity of the Special Assessment District was held at the City Commission meeting of October 12, 2015.

SUGGESTED RESOLUTION:

To confirm Special Assessment Roll No. 871, to defray the cost of installing new sewer laterals on Catalpa Drive:

WHEREAS, Special Assessment Roll, designated Roll No. 867, has been heretofore prepared for collection, and

WHEREAS, notice was given pursuant to Section 94-7 of the City Code, to each owner or party-in-interest of property to be assessed, and

WHEREAS, the Commission has deemed it practicable to cause payment of the cost thereof to be made at a date closer to the time of construction and

Commission Resolution 10-231-15 provided it would meet this 26th day of October, 2015 for the sole purpose of reviewing the assessment roll, and

WHEREAS, at said hearing held this October 26th, 2015, all those property owners or their representatives present have been given an opportunity to be heard specifically concerning costs appearing in said special assessment roll as determined in Section 94-9 of the Code of the City of Birmingham,

NOW, THEREFORE, BE IT RESOLVED, that Special Assessment Roll No. 871 be in all things ratified and confirmed, and that the City Clerk be and is hereby instructed to endorse said roll,

showing the date of confirmation thereof, and to certify said assessment roll to the City Treasurer for collection at or near the time of construction of the improvement.

BE IT FURTHER RESOLVED, that special assessments shall be payable in ten (10) payments as provided in Section 94-10 of the Code of the City of Birmingham, with an annual interest rate of four and a quarter percent (4.25%) on all unpaid installments.

**SPECIAL ASSESSMENT DISTRICT ROLL #871
Sewer Laterals Installation-Catalpa Dr**

Parcel Number	Address	Street	Estimated Cost
	NORTH SIDE		
08-19-36-404-015	475	Catalpa	\$1540
08-19-36-404-017	517	Catalpa	\$1540
08-19-36-404-022	591	Catalpa	\$1540
	SOUTH SIDE		
08-19-36-452-004	478	Catalpa	\$1540
08-19-36-452-005	490	Catalpa	\$1540
08-19-36-452-006	508	Catalpa	\$1540
08-19-36-452-008	544	Catalpa	\$1540
08-19-36-452-009	560	Catalpa	\$1540
08-19-36-452-010	576	Catalpa	\$1540
			\$13,860



MEMORANDUM

Finance Department

DATE: **October 19, 2015**

TO: **Joseph A. Valentine, City Manager**

FROM: **Mark Gerber, Finance Director**

SUBJECT: **June 30, 2015 Audit Presentation**

Mr. Joseph Heffernan and Timothy St. Andrew from Plante and Moran will be present at the City Commission meeting of October 26, 2015, to give a presentation and answer any questions pertaining to the audit report.

The audit report and letter to the Commission was provided under separate cover. The audit report is available for inspection at the Clerk's Office as well as on the City's website.



MEMORANDUM

Finance Department

DATE: October 21, 2015
TO: Joseph A. Valentine, City Manager
FROM: Mark Gerber, Director of Finance/Treasurer
SUBJECT: 48th District Court 2016 Budget

Attached is the proposed 2016 budget for the 48th Judicial District Court. In total, the Court is requesting an operating budget of \$4,452,996 which represents an increase of \$69,000, or 1.55%, from the 2015 budget. Slight increases are proposed for all of the following budgeted categories: salaries, benefits, operations, professional fees, and court expenses. Equipment and capital is proposed to decrease.

Salaries: For 2016 salaries are proposed to increase overall by \$10,000, or .56%. The increase is attributable to a proposed 2% wage increase for Court employees.

Benefit Expenses: This budgeted category is proposed to increase by \$52,000, or 4.48% from the 2015 budget. The increase is entirely the result of an increase in health insurance.

Operating Expenses: For 2016 operating expenses are proposed to increase by \$5,000, or .42%. Payroll taxes are budgeted to increase by \$5,000, or 3.45%, attributable to an increase in salaries. The increase for information systems of \$5,000 and building maintenance of \$5,000 were offset by a decrease in office supplies & postage of \$5,000 and utilities/telephone of \$5,000.

Professional Fees: Overall this budgeted category is proposed to increase by \$500, or .52%. The increase is entirely the result of an increase in audit fees.

Court Expenses: This category is proposed to increase by \$5,500, or 3.24% overall. The increase is attributable to increased costs for court security of \$6,000, or 7.06%. Security is provided by the Oakland County Sheriff's Department. In 2016, the Court will be in the 2nd year of a 3 year contract. The increase in court security was partially offset by a decrease in education/library costs of \$500.

Equipment & Capital: Expenditures for this category are proposed to decrease by \$4,000, or 6.15% resulting entirely from a decrease in equipment rental costs.

In accordance with the 1985 agreement, revenues and Court expenditures are allocated to the four control units, which include the cities of Birmingham and Bloomfield Hills and the townships of Bloomfield and West Bloomfield, in the same proportion as the number of cases arising from each unit. At the end of each calendar year following the Court's audit, an adjustment is made for the difference between those amounts advanced based on the estimate and the actual caseload of each control unit under the agreement.

The City's percent of total projected caseload for 2015 (26.45%) is approximately 6.1% less than 2014's actual caseload percentage (28.17%). Assuming the City funds the Court's 2016 budget at the same percentage as the projected 2015 caseload of 26.45%, the City would advance the Court \$1,177,817. If Court revenues remain the same as projected 2015 amounts, the City would receive \$1,182,820. Given these assumptions, Court revenues to the City would exceed the City's advances to the Court by \$5,003. This compares to projected net revenue of \$56,416 for calendar year 2015 and \$61,231 actual net revenue for calendar year 2014.

SUGGESTED RESOLUTION: To receive the 2016 proposed budget from the 48th Judicial District Court; and further, to approve the budget as submitted.

2016 Budget



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Section 1

2015 Review

The Court in Review

OVERVIEW

The 48th District Court serves the Charter Townships of Bloomfield and West Bloomfield, and the Cities of Birmingham, Bloomfield Hills, Keego Harbor, Orchard Lake Village and Sylvan Lake. The jurisdictions that fund the Court, per their own agreement, are: Bloomfield Township, West Bloomfield Township, Birmingham and Bloomfield Hills. The political subdivisions of Keego Harbor, Orchard Lake and Sylvan Lake use the Court's resources, and receive reimbursements as reflected in Section 3. The role of the District Courts within the Judiciary, as defined by the Michigan Legislature in 1968, is to provide an independent third branch of government over:

- Arraignments – the setting of bond in Misdemeanor & Felony Cases.
- Misdemeanors – criminal cases punishable by imprisonment, not exceeding one year, written under state law or local ordinance. This includes: Operating While Intoxicated (1st and 2nd), Domestic Violence, Assault/Battery, Drug Possession, Stalking, Illegal Entry, Driving While License Suspended, and all violations of probation for these cases.
- Preliminary Examinations – in felony cases. A preliminary exam is a hearing where testimony is heard for the Judge to determine whether there is probable cause that a crime has been committed and that the defendant committed the crime. If the Judge so finds, the case is bound over to the Circuit Court.
- Felony Pleas
- Civil Lawsuits – claims where the amount in controversy does not exceed \$25,000.00.
- Landlord-Tenant Disputes – Hearings which include eviction proceedings, land-contract and mortgage forfeitures.
- Small Claims – Claims where the amount in controversy does not exceed \$5,500 and litigants represent themselves.
- Civil Infractions – includes all informal and formal hearings.
- Search Warrants – Judges and Magistrates on call 24 hours a day.

The budget of the 48th District Court has two separate and distinct components. The first deals with caseload and monetary funds received by the Court. This information is provided for statistical purposes only. Fines and costs are assessed as appropriate. Funds received by the Court are subsequently distributed to the state, the county and local funding units. The communities of the 48th District Court receive quarterly distributions per the parameters decided by the funding units.

The second component of this budget analyzes the expenses incurred for the operation of the Court. The Court submits a lump-sum budget comprised of six account groupings. Any surplus is returned to the funding units upon completion of the annual external audit. Funds used to maintain the operation of the Court are reviewed and approved through an annual budget process with the funding units. Once approved, the funding units advance the Court monetary funds for operations on a quarterly basis, per the parameters decided by the funding units.

The caseload/monetary funds component and the operational expense component are governed by the 1985 agreement signed by all funding units.

Court Operations

The Judges and the entire staff of the 48th District Court understand the difficult budget issues facing all municipalities, courts, families and individuals. In preparing this budget, we continue to strive to ensure that public funds are used in the most efficient manner possible by reducing costs and maintaining a high standard of service, while honoring our constitutional duty to serve the public. The figures and data presented highlight the Court's commitment to the efficient use of the public's resources.

- Judicial case load
 - Several years ago, the District Court's criminal jurisdiction changed from \$100 to \$1000. Judges and staff must devote a significantly higher amount of time to these types of cases.
- The requirements relative to case disposition have changed.
 - The Judges of the 48th District Court must submit quarterly reports to the State Court Administrator's Office (SCAO) regarding the disposition of cases and all matters submitted before them. They are effectively meeting or exceeding the guidelines specified by the Michigan Supreme Court.
- Magistrates handle arraignments, small claims cases, informal hearings and weddings. They are paid from the Court's General fund, but do not receive any benefits from the Court. Magistrates are utilized 3 days per week in the Courthouse, and are on-call 24 hours a day to assist Judges with search warrants. Arraignments are handled by the judges when the magistrates are not here.
- Collections –
 - The Judges and staff of the Court are diligent in collecting fines and costs at the time of sentencing. Consideration for time to pay is granted only under special circumstances, and requires the completion of a Wage Assignment form.
 - The Court has a closely monitored Collection System for delinquent civil infractions. The goal of the program is to enforce outstanding court orders and close old cases. Since the implementation of the program, the Court has collected in excess of \$1.5 million in revenue. The program is monitored with extreme efficiency at a minimal cost.
 - In 2014, the Court added another component to its Collection Program effort. Cases meeting certain criteria are forwarded to the Michigan Department of Treasury for tax garnishment. If a defendant is owed an income tax refund, but has the garnishment order in place, money is forwarded to the Court from the State of Michigan.

EXPENSE REDUCTIONS

The Court manages and monitors its budget on a daily basis; analyzing in great detail each expense line item and vendor utilized to meet the demands of the economy, and our Constitutional duty to serve the public. The Court takes a pro-active position year after year to stay ahead of these issues.

Personnel

Knowing that employee salaries and benefits account for a substantial portion of its expenses, the Court has made significant changes over the past several years, and continues to do so for 2016. The following are some of the measures taken by the Court:

- Increased medical insurance deductibles
- Modified co-pay amounts
- Employee contribution toward medical insurance
- No new full-time positions hired
- Modified sick and vacation time allowed

The number of full time positions has decreased by 20% over the past ten years. The Court opts for the hiring of part time positions whenever possible. This too assists in conservation of resources in so much that it eliminates the payment of fringe benefits.

In addition to these, the Court is dedicated to closely evaluating legacy costs. In 2007, The Court ceased offering retiree health care benefits to any new, full-time employees hired from that year forward. That employee group also receives a reduced contribution to their Court-sponsored defined contribution retirement plan. In 2009, the Court evaluated its annual other postemployment benefit (OPEB) cost. In accordance with GASB Statement No. 45, the Court is funding the obligation, as calculated, on an annual basis. This funding will realize savings for the Court and the community well into the future.

Operations

The Court is responsible for paying all of its expenses through monetary advances from its funding units. From rent, utilities, building maintenance, office supplies, equipment leases and benefits, the Court handles its own Accounts Payable system. Certain expenditures are inherent in the course of fulfilling our obligation to the public, yet the court continuously strives to seek cost saving measures, and to evaluate the efficiency of our organization. Over the past several years, and in 2016, the Court has:

- Switched several service vendors (supplies, forms, etc.)
- Reviewed maintenance contracts and leases
- Partnered with courts or communities to save on costs

SPECIAL PROGRAMS, SERVICES & PUBLIC SAFETY

- **Cost of Prosecution** – The law allows for the Court to collect on the cost of prosecution for OWI cases when requested by the prosecutor. Once collected, these funds are reimbursed, in full, directly to the appropriate funding unit. In 2014, the Court collected \$101,941 to distribute back to the appropriate community. To date in 2015, this amount is about \$80,000.
- **Restitution** – The Crime Victims’ Rights Act plays a vital role in the courtroom. As such, the judges order restitution when possible. In proceedings involving individual or business victims, the Court vigorously pursues restitution to make the crime victim whole. The Court collects the restitution from the defendant and forwards it to the crime victim. To date in 2015, the Court has forward nearly \$40,000 to individuals/businesses who have been victims of theft, embezzlement, fraud, property destruction, medical injuries, auto damage, etc.
- **Website** – The court’s website, <http://48thdistrictcourt.us>, is an extremely user-friendly and informative site. Users are able to easily access general information about the Court, as well as print necessary Court forms. The site reduces the number of phone calls received by the Court clerks, thus allowing them to utilize their time more efficiently.
- **WWAM & Community Service**– Weekend and Weekday Alternative for Misdemeanants – The WWAM program is an alternative to incarceration where sentenced defendants use their skills to help community groups by performing work on a supervised crew. In addition to WWAM, appropriate defendants are sentenced to perform other acts of community service benefitting local non-profit groups such as food banks, soup kitchens, shelters, hospitals, schools, etc.
- **OAK.gov Credit Card Processing** – The Court partners with Oakland County online services to accept credit card payments both within the courthouse and on our website. Also, the Court receives a quarterly distribution from the County for a portion of the service charges the County collects. To date in 2015, we’ve received approximately \$8,000. These distributions are forwarded to the funding units as part of their quarterly revenue distribution.

- **Probation Oversight Program** – The Court has an intensive Probation Oversight program for alcohol and drug related offenses that includes treatment and aggressive testing requirements. The Judge sentences individuals to participate in the program, which requires them to abstain from drug and alcohol use, and participate in random drug and alcohol testing. Individuals are referred to outside drug and alcohol treatment facilities for in-patient, intensive out-patient, or out-patient treatment.
In addition to the treatment and testing requirements, the Court is very proud of its in-house educational programs dedicated to drug and alcohol abuse. They include:
 - AAP – Alcohol Awareness program – a first time offender awareness program
 - MAP – Marijuana Awareness program – a program not only for substance abuse cases, but also targets retail fraud, theft, and other offenses rooted in drug abuse.
 - MIP – Minor in Possession – is a first time offender program for minors
 - NEAT/SOAP – New Education Awareness Training & Significant Other Awareness program – Intensive programs for second or subsequent offenders or those whose blood alcohol level was very high at the time of their arrest. The SOAP program deals with the problems associated with spouses, children, significant others or anyone in the family unit who may be affected by these individuals.

- **Serving the Community** – In addition to serving as judges at the 48th District Court, each individual judge strives to use the Court as a tool to educate our young people about making positive choices regarding drug and alcohol use and criminal activity.
 - Judge Kimberly Small implemented her “Critical Life Choices” and “Cool to be Clean” programs; a combination of court proceedings and a multi-media interactive presentation designed to help our youth make wise decisions. To date, she has shared her programs with over 20,000 students.
 - Judge Diane D’Agostini’s “Order in the Court” program has hosted thousands of students to the Court for a field trip where she educates the young visitors about the court process and making responsible decisions. She also speaks at local high schools about the law and penalties in addition to taking the court to local high schools.
 - Judge Marc Barron presides over the “Teen Court” program which allows high school students from local schools to take an active role in the court process by handling actual juvenile cases. The students act as lawyers and jurors and decide the penalty on juvenile cases presented by the Prosecutor’s Office, while Judge Barron advises and sentences the individual.

- **Security** – The Court receives an average of 300 people through its doors on a daily basis, most of whom are first served by clerks in the criminal, civil or traffic division, cashier or probation department. Procedures and equipment are constantly assessed with regard to security and entrance into the building. Also, security personnel have been utilized on weekends when probationers attend mandated programs.

Section 2

Case Activity

**STATE OF MICHIGAN
48TH JUDICIAL DISTRICT**

Case Activity Comparison

All case types, including civil

<u>Case Type</u>	CASES ORIGINATING 2013	CASES ORIGINATING 2014	ACTUAL CASES JAN-SEPT 2015	PROJECTED CASES JAN-DEC 2015	% CHANGE 2014 TO 2015 ESTIMATE
<u>Traffic Offenses</u>	30,513	29,920	21,768	29,000	-3.07%
Civil Infraction Traffic					
Misdemeanor Traffic					
Parking					
<u>Drunk Driving</u>	421	475	361	460	-3.16%
Felony					
Ordinance					
Statute					
<u>Criminal & Non-Traffic Offenses</u>	3,351	1,395	1,157	1,550	11.11%
Non-Traffic Misdem.					
Non-Traffic Civil Inf.					
Felony					
<u>Civil Cases</u>	5,116	4,442	3,144	4,200	-5.45%
General Civil					
Small Claims					
Landlord/Tenant					
Total	39,401	36,232	26,430	35,210	-2.82%

**STATE OF MICHIGAN
48TH JUDICIAL DISTRICT**

Funding Unit Case Activity
All case types, including civil

<i>Community</i>	NEW CASES 2013	NEW CASES 2014	ACTUAL CASES JAN-SEPT 2015	PROJECTED CASES JAN-DEC 2015	% CHANGE 2014 TO 2015 ESTIMATE
Bloomfield Township	13,425	12,458	9,869	13,000	4.35%
Birmingham	9,523	8,730	5,823	8,000	-8.36%
West Bloomfield	9,498	7,519	5,331	7,000	-6.90%
Bloomfield Hills	2,793	2,288	1,613	2,240	-2.10%
Keego Harbor	637	879	710	920	4.66%
Orchard Lake	2,145	2,427	1,874	2,500	3.01%
Sylvan Lake	1,292	1,571	953	1,225	-22.02%
Other	88	360	257	325	-9.72%
Total cases from communities	39,401	36,232	26,430	35,210	-2.82%

**STATE OF MICHIGAN
48TH JUDICIAL DISTRICT
Funding Unit Caseload Percentage
Actuals & Projections**

<i>Community</i>	2013 Actual	2014 Actual	2015 <i>Projected</i>
Bloomfield Township	38.10%	40.19%	42.98%
Birmingham	27.02%	28.17%	26.45%
West Bloomfield	26.95%	24.26%	23.14%
Bloomfield Hills	7.93%	7.38%	7.44%

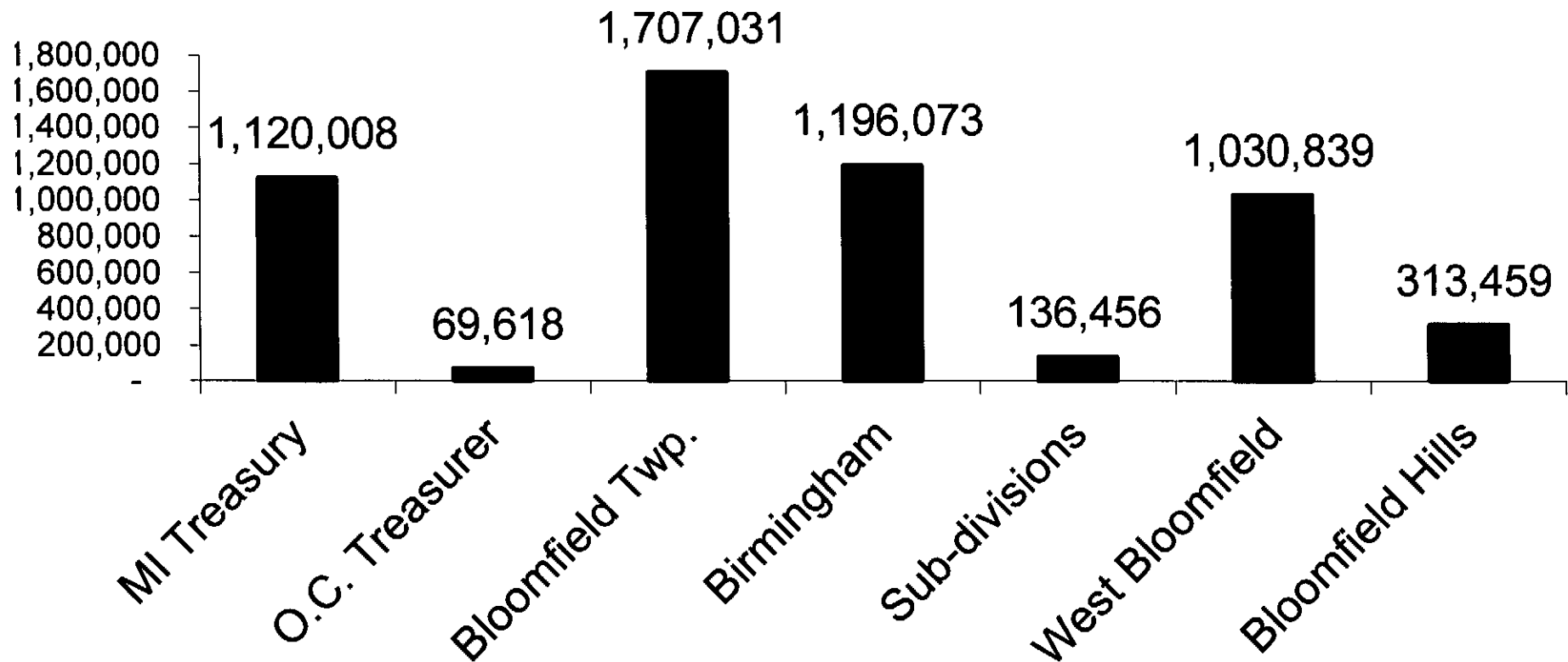
Section 3

Cash & Distributions

**STATE OF MICHIGAN
48TH JUDICIAL DISTRICT
Cash Distributions - 2014**

	Birmingham	Bloomfield Hills	Bloomfield Township	West Bloomfield	Keego Harbor	Orchard Lake	Sylvan Lake	TOTAL
1st Qtr. -2014 <i>based on 2013 caseload</i>	284,422	83,474	401,054	283,685	-	-	-	1,052,635
2nd Qtr. -2014 <i>based on 2013 caseload</i>	294,280	86,367	414,954	293,518	-	-	-	1,089,119
3rd Qtr. -2014 <i>based on 2013 caseload</i>	282,876	83,020	398,874	282,143	-	-	-	1,046,913
4th Qtr. -2014	321,068	57,080	472,992	159,930	-	-	-	1,011,070
Political Subdivision Chargeback	13,427	3,518	19,157	11,563	-	-	-	47,665
<i>based on true-up of 2014 caseload</i>								
Total of distributions to Funding Units	1,196,073	313,459	1,707,031	1,030,839	0	0	0	4,247,402
Political Subdivision Cash Intake					25,566	87,965	70,590	184,121
Less:								
Assessment for court services					(8,599)	(23,709)	(15,357)	(47,665)
Total of distributions to Political Subdivisions					16,967	64,256	55,233	136,456
Cost of Prosecution Reimbursement	27,144	7,389	43,578	11,893	2,000	6,378	3,560	101,941
Total Cash Distribution for 2014	1,223,217	320,848	1,750,609	1,042,732	18,967	70,634	58,793	4,485,799
<hr/>								
Money Advanced the Court for 2014	1,142,674	335,358	1,611,246	1,139,715	-	-	-	4,228,993
<i>based on 2013 caseload</i>								
Less:								
Underpayment from or (Overpayment refunded to)	19,312	(30,940)	46,552	(139,013)	-	-	-	(104,089)
<i>based on 2014 caseload</i>								
Adjusted Advance to Court for 2014	1,161,986	304,418	1,657,798	1,000,702				4,124,904

2014 Cash Outlay



**STATE OF MICHIGAN
48TH JUDICIAL DISTRICT
Cash Distributions - 2015 Projected**

	Birmingham	Bloomfield Hills	Bloomfield Township	West Bloomfield	Keego Harbor	Orchard Lake	Sylvan Lake	TOTAL
1st Qtr. -2015 based on 2014 caseload	294,037	77,032	419,501	253,225	-	-	-	1,043,795
2nd Qtr. -2015 based on 2014 caseload	306,817	80,380	437,734	264,230	-	-	-	1,089,161
3rd Qtr. -2015 based on 2014 caseload	310,302	81,293	442,706	267,232	-	-	-	1,101,533
4th Qtr. -2015	228,968	81,995	552,707	212,330	-	-	-	1,076,000
Political Subdivision Chargeback <i>based on true-up of 2015 caseload</i>	12,696	3,571	20,630	11,103	-	-	-	48,000
Total of distributions to Funding Units	1,152,820	324,271	1,873,278	1,008,120	0	0	0	4,358,489
Political Subdivision Cash Intake					28,000	97,000	48,000	173,000
Less: Assessment for court services					(9,705)	(25,512)	(12,783)	(48,000)
Total of distributions to Political Subdivisions					18,295	71,488	35,217	125,000
Cost of Prosecution Reimbursement-projected	30,000	6,500	48,000	11,000	2,000	4,000	1,500	103,000
Total Cash Distribution for 2015	1,182,820	330,771	1,921,278	1,019,120	20,295	75,488	36,717	4,586,489
Money Advanced the Court for 2015 <i>based on 2014 caseload</i>	1,234,973	323,538	1,761,929	1,063,556	-	-	-	4,383,996
Less: Underpayment from or (Overpayment refunded to) <i>based on 2015 caseload</i>	(108,569)	(6,769)	68,449	(78,111)	-	-	-	(125,000)
Adjusted Advanced to Court for 2015	1,126,404	316,769	1,830,378	985,445	-	-	-	4,258,996

Section 4

Expenditures

**STATE OF MICHIGAN
48TH JUDICIAL DISTRICT
2016 Budgeted Expenditure Summary**

	<i>2014 ACTUAL</i>	<i>2015 BUDGET</i>	<i>2015 PROJECTED TOTAL</i>	<i>2016 BUDGET REQUEST</i>	<i>2016 BUDGET TO 2015 BUDGET</i>
Salaries	\$1,724,955	\$1,770,000	\$1,720,000	\$1,780,000	0.56%
Benefits	1,029,547	1,110,000	1,070,000	1,162,000	4.48%
Operations	1,109,561	1,173,996	1,158,996	1,178,996	0.42%
Professional Fees	88,713	96,500	96,500	97,000	0.52%
Court Expenses	\$161,093	\$164,500	\$157,900	\$170,000	3.24%
Equipment & Capital	58,700	69,000	55,000	65,000	-6.15%
<i>Total Expenditures</i>	<i>\$4,172,569</i>	<i>\$4,383,996</i>	<i>\$4,258,396</i>	<i>\$4,452,996</i>	<i>1.55%</i>

**STATE OF MICHIGAN
48TH JUDICIAL DISTRICT**

Salary Expense

	2014 ACTUAL	2015 BUDGET	2015 PROJECTED TOTAL	2016 BUDGET REQUEST	2015 PROJECTION TO 2015 BUDGET	2016 BUDGET TO 2015 BUDGET
Salaries	\$1,724,955	\$1,770,000	\$1,720,000	\$1,780,000	-2.82%	0.56%
Total Salaries	\$1,724,955	\$1,770,000	\$1,720,000	\$1,780,000	-2.82%	0.56%

**STATE OF MICHIGAN
48TH JUDICIAL DISTRICT**

Benefit Expense

	<i>2014 ACTUAL</i>	<i>2015 BUDGET</i>	<i>2015 PROJECTED TOTAL</i>	<i>2016 BUDGET REQUEST</i>	<i>2015 PROJECTION TO 2015 BUDGET</i>	<i>2016 BUDGET TO 2015 BUDGET</i>
Pension	\$268,959	\$272,000	\$257,000	\$272,000	-5.84%	0.00%
Medical Insurance	\$600,002	\$668,000	\$648,000	\$720,000	-3.09%	7.22%
Other Post-Employment Benefit Cost	\$55,000	\$55,000	\$55,000	\$55,000	0.00%	0.00%
Dental, Life, Disability Insurances	105,586	115,000	110,000	115,000	-4.55%	0.00%
Total Benefits	\$1,029,547	\$1,110,000	\$1,070,000	\$1,162,000	-3.74%	4.48%

**STATE OF MICHIGAN
48TH JUDICIAL DISTRICT**

Operating Expense

	2014 ACTUAL	2015 BUDGET	2015 PROJECTED TOTAL	2016 BUDGET REQUEST	2015 PROJECTION TO 2015 BUDGET	2016 BUDGET TO 2015 BUDGET
Payroll Taxes & MESC	\$134,131	\$145,000	\$155,000	\$150,000	6.90%	3.45%
Information Systems	90,662	105,000	100,000	110,000	-4.76%	4.76%
Office Supplies & Postage	89,063	85,000	75,000	80,000	-13.33%	-5.88%
Insurance	57,377	65,000	65,000	65,000	0.00%	0.00%
Utilities/Telephone	\$100,651	\$120,000	\$105,000	\$115,000	-12.50%	-4.17%
Rent	538,996	538,996	538,996	538,996	0.00%	0.00%
Building & Maintenance	98,681	115,000	120,000	120,000	4.17%	4.35%
Total Operating Expenses	\$1,109,561	\$1,173,996	\$1,158,996	\$1,178,996	-1.28%	0.42%

**STATE OF MICHIGAN
48TH JUDICIAL DISTRICT**

Professional Fee Expense

	2014 <i>ACTUAL</i>	2015 <i>BUDGET</i>	2015 <i>PROJECTED TOTAL</i>	2016 <i>BUDGET REQUEST</i>	2015 PROJECTION TO 2015 BUDGET	2016 BUDGET TO 2015 BUDGET
Auditors	\$20,000	\$19,000	19,000	\$19,500	0.00%	2.56%
Magistrates	47,850	58,000	58,000	58,000	0.00%	0.00%
Consultants & Other Professional Services	20,863	19,500	19,500	19,500	0.00%	0.00%
<i>Total Professional Fees</i>	\$88,713	\$96,500	\$96,500	\$97,000	0.00%	0.52%

**STATE OF MICHIGAN
48TH JUDICIAL DISTRICT**

Court Expenses

	2014 ACTUAL	2015 BUDGET	2015 PROJECTED TOTAL	2016 BUDGET REQUEST	2015 PROJECTION TO 2015 BUDGET	2016 BUDGET TO 2015 BUDGET
Jury & Witness Fees	7,131	12,000	9,500	12,000	-26.32%	0.00%
Assigned Counsel	64,679	65,000	60,000	65,000	-8.33%	0.00%
Education/Library	6,414	8,500	8,400	8,000	-1.18%	-6.25%
Court Security	82,869	79,000	80,000	85,000	1.27%	7.06%
Total Court Expenses	\$161,093	\$164,500	\$157,900	\$170,000	-4.18%	3.24%

**STATE OF MICHIGAN
48TH JUDICIAL DISTRICT
Equipment & Capital Expense**

	2014 ACTUAL	2015 BUDGET	2015 PROJECTED TOTAL	2016 BUDGET REQUEST	2015 PROJECTION TO 2015 BUDGET	2016 BUDGET TO 2015 BUDGET
Equipment Rental	\$7,040	\$14,000	10,000	\$10,000	-40.00%	-40.00%
Equipment Maintenance	23,183	25,000	20,000	25,000	-25.00%	0.00%
Capital	28,477	30,000	25,000	30,000	-16.67%	0.00%
Total Equipment & Rental	\$58,700	\$69,000	\$55,000	\$65,000	-25.45%	-6.15%



MEMORANDUM

Planning Division

DATE: October 19, 2015
TO: Joseph A. Valentine, City Manager
FROM: Jana L. Ecker, Planning Director
SUBJECT: 2016 Initial Screening for Bistro Applicants

On September 12, 2011, the City Commission established a new process that altered the bistro application process from the previous "first come, first served" policy. The policy for the 2016 bistro license application process is now as follows:

1. Deadline for the initial review of 2016 bistro applications is October 1, 2015.
2. The City Commission will consider only those initial reviews that are filed with the Planning Department on or before October 1, 2015.

All bistro applications submitted for initial review must contain only the following information in 5 pages or less:

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

3. All bistro applications received by October 1, 2015 that meet the requirements outlined above will be reviewed by the City Commission on October 12, 2015 for prioritization based on the proposed bistro concept, proposed location within the City, potential impact on the City, and the capability of the proposed owner/operator. Each applicant will be given a time limit to verbally present their concepts to the City Commission. No PowerPoint presentations, display boards or other visual aids will be permitted.

4. The City Commission will prioritize all initial applications received, and will direct the top applications to the Planning Board for full site plan and design review and Special Land Use Permit review.

5. All bistro applications forwarded to the Planning Board for full review will be required to provide additional information as required for review of the bistro as a SLUP including site plans, floor plans, sample menus, interior design details, evidence of financial capability, as well as any other information requested by the Planning Board.

6. All detailed applications directed to the Planning Board from the City Commission will be reviewed during public hearings conducted during a single Planning Board meeting within 90 days of the initial review by the City Commission.

7. All bistro applications will be evaluated by the Planning Board based on the criteria set forth in Chapter 10, Alcoholic Liquors, Division 4, Selection Criteria, and up to two applications will be recommended for approval to the City Commission. All applications will be assigned a priority ranking by the Planning Board.

8. All bistro applications reviewed by the Planning Board will be forwarded to the City Commission for a detailed review and approval/denial in the order of the ranking assigned by the Planning Board.

9. The City Commission will conduct public hearings to review the selected bistro applications and determine which, if any, bistros to approve for 2016, up to a maximum of two approvals.

In accordance with the process outlined above, the following applicants each submitted a written summary of their bistro concept for the initial review process, prior to the October 1, 2015 deadline established by the City Commission:

- Toshi; and
- Fun Wine Company.

As outlined in the bistro process for 2016, each of the bistro applications submitted are attached for review by the City Commission, along with a chart listing all existing bistros in the City. All financial information submitted as a part of the initial screening process was provided to the Police Department for review. The Police Department has determined that there is nothing in the documents provided by Toshi to indicate insufficient funding for this project. The financial data provided by Fun Wine Company indicates a market value as of September 30, 2015 for assets of \$175,113.93. The Police Department is unable to ascertain if that amount is sufficient to complete the project.

The applicants will be given a time limit to verbally present their concepts to the City Commission, without the use of PowerPoint presentations, display boards or other visual aids. A suggested time frame would be a five minute presentation of the concept by the applicant, with a five minute period for questions from the City Commission. The City Commission will then prioritize all initial applications, and direct the top application(s) to the Planning Board for full site plan and design review and Special Land Use Permit review.

Suggested Action:

To direct the following bistro applications, **in the priority order below**, to the Planning Board for full site plan and design review and Special Land Use Permit review:

1. _____
2. _____



T O S H I

URBAN - ASIAN

| Japan | China | Korea |

HI



The idea behind Toshi is to marry together the best flavors from different regions in Asia in an artistic way that is inviting and exciting for everyone. The word "Toshi" in Japanese means "urban", which will be reflected in the modern Asian art, dim lighting and exposed kitchen and sushi station. This will allow guests to be immersed in the creation of their dishes. Dishes will consist of both small and large plates ranging in price from \$7 to \$28. We will be the only concept in Birmingham to offer a diverse Asian menu. Toshi will be open for lunch and dinner throughout the week and add a much-needed option for diners who live, work in, and visit Birmingham.

135 N. Old Woodward,
Birmingham, MI 48009



JUSTIN VAICIUNAS

OPERATOR/EXECUTIVE CHEF



- AWARDS & ACOLADES -

Metro Detroit 2015 Best Chef Award

<http://www.metrotimes.com/detroit/best-chef/BestOf?oid=2337019>

Top 10 Detroit Free Press Best New Restaurant 2015

<http://www.freep.com/story/life/2015/02/05/best-new-restaurant-top-of-the-pontch-detroit/22761939/>

From Almost Famous to Famous Metro Detroit Up and Coming Chef

<http://adcraftmetrodetroitliving.org/features/metrodetroitchefshavearrived0373.aspx>

Co creator of new Fast Casual Concept. Voted Top 10 Pizza in Michigan with in 3 months

<http://detroit.eater.com/maps/best-pizza-places-detroit-restaurants>

- Background -

Executive Chef Justin Vaiciunas' passion for food started at the age of fifteen when he began working at the popular Kruse and Meur Restaurant located in the village of Rochester Hills. He then went on to graduate top of his class from the Schoolcraft College Culinary Arts Program, which is widely regarded as one of top culinary programs in the country. After graduating he joined the prestigious culinary the staff of The Detroit Athletic Club. At the age of 28 Chef Justin is one of the most ambitious chefs in the metro Detroit area. Over the past thirteen years he been employed at restaurants including Forte and 220 Merrill, has opened three restaurants, and a fast casual pizza company. He has won awards such as Best Chef for 2015 in the Metro Times and his restaurant Top of the Pontch in Detroit has won Best New Restaurant in 2015 from both the Detroit Free Press and Metro Times. Chef Justin utilizes only the freshest products from local famers and producers. His focus is on creating fascinating flavors that are equally visually appealing. As stated in the Metro Times article "Almost Famous: Metro Detroit's Up and Coming Chefs", "Chef Justin speaks as passionately about his plating as he does about his produce. He creates plated presentations that could qualify as high art; the best part is his creations taste just as good as they look." This background will build Toshi into a staple of the Birmingham food scene.

Hours of Operation:

M - Th 11:00am - 11:00pm

Fri - Sat 11:00am - Midnight

Sun 11:00am - 10:00pm

Expected opening date:

Summer 2016

Sample Menu

Toshi will be a fresh new addition to the already popular and expanding culinary scene in downtown Birmingham. We will be preparing creative, fun and casual food that will be talked about around the city. The food at Toshi will be for everyone. Portions will be healthy and the food will be moderately priced.

Starters:
- \$5 to \$7 -
**Edamame Pot
Sea Salt**

**Chirudo Salad
Chinese Broccoli, Bok Choy, Radish,
Sesame Vinaigrette**

**Smoked Kabura Chips
Spiced Chili Powder**



**Stuff On Buns
- \$8 to &16
Braised Pork Bun
Hoisin, Cucumber Scallion**

**Chicken of the Sea Slider
Orange Wasabi, Spicy Mayo**

**The Orient
Kobe Beef, Blue Cheese, Cabbage Stir-Fry,
Ginger BBQ**

**Pulled Beef Sliders
Potato Salad, Sweet Soy Vinaigrette**

**Yakitori (Charcoal Cooked skewers)
- \$5 to \$8
Classic
Miso Marinated Chicken Thigh,
Japanese Scallion**

**Chicken Tsukune
Chicken Meatball, Dalkon Salad**

**Nikommi Short rib
Hoisin, Wasabi Mayo**

**Japanese Breakfast
Pork Sausage, Quail Egg, Tomato Salsa**

**BBQ Shrimp
Daeji Galbi Sauce, Pickled Cucumbers**

**Color Garden
Japanese Scallion, Squash, Eggplant,
Shitake Mushroom, Black Garlic Aioli**

**Tiny Scallop
Yuzu Foam, Bacon Powder**

**Small Plates & Bowls
(Hot)
- \$9 to \$15
Shushi Rice Tama
Kim-chi, Sweet & Sour Mayo**

**Okonomiyaki
Spicy Mayo, Japanese Scallions,
Apple wood Bacon**

**Detroit Roll FuttoMaki
Cola Short rib, Tempura, Cabbage Salad,
Sweet Chili Vinaigrette**

**Zen Wings
Duck, Chinese Five Spice, Celery Salad**

**Rice Noodle
French Press Dashi, Mushroom, Chinese Broccoli**

**Stuffed Sea Urchin
Tempura Flounder, Classic Hollandaise,
Brown Butter, Rhubarb**

**Surf & Turf Egg roll
Chili Broth**

**Tempura Shrimp On the Shell
Curry, Black Bean, Lotus**



**Small Plates & Bowl
(Cold) - \$7 to \$12 -**

**Scallop & Shrimp Terrine
Unagi Sauce, Rice Salad,**

**Stuffed King Crab
Onion, Cucumber, Dill, Soy**

**Tuna Tartar
Ponzu, Avocado, Jalapeño, Dakin**

**Callmaro Carpaccio
Preserved Lemon & Cucumber Spread**



**Large Plates
- \$21 to \$29
Banana Leaf Salmon
Chinese Stir Fry, Honey Sirchia Sauce**

**Karubuta Pork Chop
Roasted Mushrooms, Vanilla Soy Reduction**

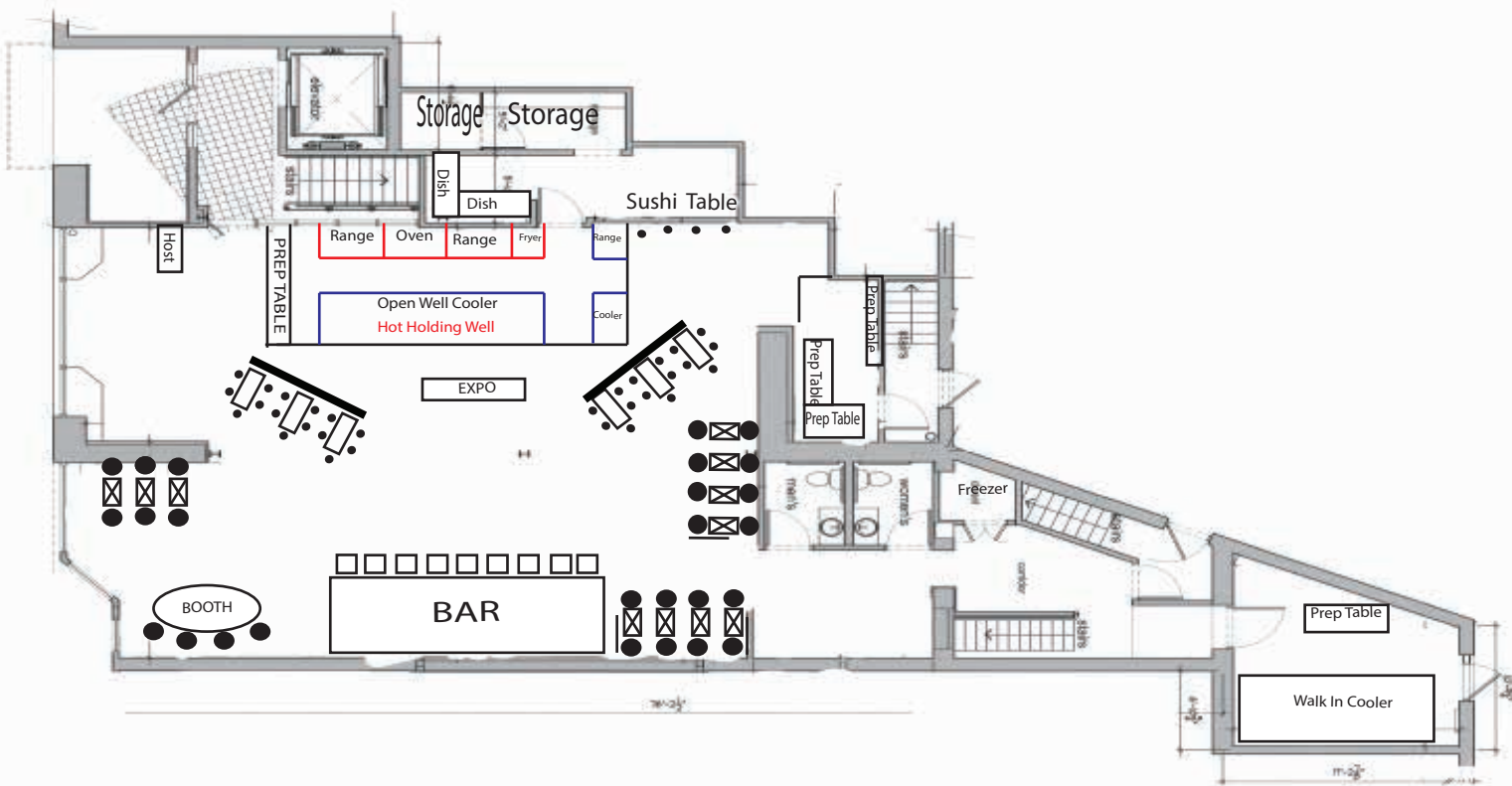
**Fried Chicken
Fried Vegetable Spring Roll,
General Tso's Sauce**





All financial information to show ability to construct and operate for Toshi Restaurant Group will be supplied on a separate document.

- Proposed Layout -



**Bistro License Application - 588 North Old Woodward
Ed Bosse 248.593.9643 (Birmingham Wine Shop)**

The Fun Wine Co. is decidedly different.
Fresh. Friendly. Simple.

I have had the pleasure of owning and operating Simply Wine and The Birmingham Wine Shop over the past 15 years in Birmingham. I have also worked at Tallulah and City Cellars in Birmingham. My background spans 40 years of participating in, and the opening of over 25 restaurants. This will serve a different population than any of the Bistro Applications.

As you likely know from my past businesses, this does not mean **The Fun Wine Co.** won't have the Finest Wine available in the state ... these selections drawn from a pioneering spirit for finding the most colorful, interesting, and sometimes inexpensive new wines from around the world.

These experiences will allow me to draw on a collaboration of the brightest and most successful food/wine people in the metro Detroit Area.

The Fun Wine Co. will be mostly for local residents and business/boutiques. With wine glasses starting at \$5, and simple clean food as shown on the sample menu. This is NOT another \$100 steak chain, and it certainly isn't a troublesome nightclub.

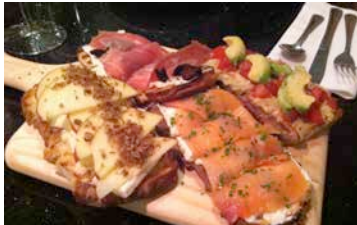
The Fun Wine Co will operate from 11a.m. - 9p.m. , Tuesday through Saturday, and for The Birmingham Farmer's Market on Sunday. Imagine a simple glass of Sparkling Rose with a fresh strawberry/cream cheese bagel!

Another potentially colorful aspect of this Wine Bar will be to attract colorful winemakers from around the world to Birmingham. I believe the interaction and entertainment this will offer residents will be extremely well received!

This will not morph into a nightclub, martini bar or alcohol-driven concept.

This is a simple presentation. A simple concept. As is also simple, I feel,

the niche this fills for Birmingham citizens.



The Theme is Light, Colorful Foods in the \$7 - \$12 range ... Neighborhood-Friendly!



(Reference Menu)

APPETIZERS

Daily Cheese Selection \$10
3 selections for wine pairing

Marcona Almonds \$5
lightly salted, rosemary

Simple Charcuterie \$10
gourmet meats, salami

SALADS

Chicken Ceasar \$8

Garden Salad \$5

SOUP

Tomato florentine \$5

Daily Choice \$5

SMALL PLATES

Mac & Cheese \$10
cheese blend, truffle oil

Brie, Salami, fig Plate \$10
open face panini

Chicken Chili \$10
gourmet meats, salami

PASTA

Classic Pomodoro \$10
with chicken, or plain

Garden Pasta \$8
lite olive oil, with vegetables

DESERT !

Cheese Cake, berries \$7

Chocolate Flan, flourless \$7

	A	B	C	D	E	F	G	H	I	J	K
							Seats for Outdoor Dining on Public	Seats for Outdoor Dining on Platform	Outdoor Dining Seats on Private Property	Total Outdoor Dining Seats for Establishment	Eisenglass
1	Restaurant Name	Address	Liquor License	Size Sq Ft.	Seats for dining	Total Occupancy	Sidewalk	Platform	Property	Seats for Establishment	Eisenglass
2	Bella Piatti	167 Townsend Street	Bistro LL	1,598	55	70	8	20		28	N
3	Birmingham Sushi Café	377 Hamilton Row	Bistro LL			65		24		24	N
4	Bistro Joe's	34244 Woodward Avenue	Bistro LL	1,798	55	65			60	60	Y
5	Cafe` Via	310 East Maple Road	Bistro LL	1,700	56	65			55	55	Y
6	Churchill's Bistro & Cigar Bar	116 South Old Woodward Avenue	Bistro LL	2466	55	65	12			12	N
7	Cosi	101 North Old Woodward Avenue	Bistro LL	2,336	61	65	12		**	12	N
8	Elie's Mediterranean Grill/Bar	263 Pierce Street	Bistro LL	1,724	56	65		26		26	N
9	Forest Grill	735 Forest Avenue	Bistro LL	3,038	55	80	42			42	N
10	La Strada Caffè	243 E. Merrill Street	Bistro LL		52	70	10	0		10	N
11	Luxe Bar & Grill	525 North Old Woodward Avenue	Bistro LL	1,590	40	50	12			12	N
12	Market North End	474 North Old Woodward Avenue	Bistro LL		55	65			44	44	Y
13	Salvatore Scallopini	505 North Old Woodward Avenue	Bistro LL	2,880	58	75		38		38	N
14	Social Kitchen & Bar	225 East Maple Road	Bistro LL		54	64	56		Alleyway	56	Y
15	Tallulah Wine Bar and Bistro	155 South Bates Street	Bistro LL	2,600	65	75		40		40	N
16	Toast	203 Pierce Street	Bistro LL	3,300	55	65	24			24	N
17	Mad Hatter Café	185 North Old Woodward	Bistro LL		60	65		22		22	N
18	Closed before Bistro License was used										
19	What Crepe?	172 North Old Woodward	Bistro LL		42	65	8	8		16	N
20	Quota licenses										
21	220 Restaurant	220 East Merrill Street	Quota LL	6,107	170	170			68	68	N
22	Au Cochon	260 N. Old Woodward	Quota LL		90	101	6	0	0	6	N
23	Arthur Avene	270 N. Old Woodward	Quota LL		172	190	6	0	0	6	N
24	Cameron's Steakhouse	115 Willits Street	Quota LL*	6,692	214	230			None		
25	Corner Bar	100 Townsend Street	Quota LL				18			18	N
26	Dick O' Dow's	160 West Maple Road	Quota LL	5,575	180	170		22		22	N
27	Emagine Theatre & Ironwood Grill	250 N. Old Woodward	Quota LL	31,000	198	788	0	0	0	0	N
28	Fleming's Prime Steakhouse & Wine Bar	323 North Old Woodward Avenue	Quota LL	8,399	222	332			None		
29	Hyde Park Prime Steakhouse	201 South Old Woodward Avenue	Quota LL				12		12, 2 Sofas		N
30	Mitchell's Fish Market	117 Willits Street	Quota LL*	7,832	250	300			None		
31	Peabody's Dining & Spirits	34965 Woodward Avenue	Quota LL	5,560	275	331			None		
32	Phoenicia	588 South Old Woodward Avenue	Quota LL	3,153	90	96	10			10	N
33	Rojo Mexican Bistro	250 East Merrill Street	Quota LL		156	166			24	24	N
34	Streetside Seafood	273 Pierce Street	Quota LL	1,350	50	70		18		18	N
35	The Bird and the Bread	210 South Old Woodward	Quota LL		155	175			42	42	Y
36	The Community House Cafe`	380 South Bates Street	Quota LL								
37	The Rugby Grille	100 Townsend Street	Quota LL		137	138	22			22	N
38	Outside PSD										
39	Big Rock	245 S Eton	Quota LL	6,000	340	397			97	97	N
40											
41	Griffin Claw	575 S. Eton	Brewer						104	104	N
42	Licenses Not In Use										
43	Barrio	203 Hamilton Row	Quota LL								
44	* = Mitchell's and Camerons are sharing one license. The other license is being held by the company.										
45											

	A	B	C	D	E	F	G	H	I	J	K
46	Economic Development Licenses										
47	The Stand Gastro Bistro	34977 Woodward Avenue	Development LL		207	218				None	N
48	Crush/555	555 South Old Woodward	Development LL		125	142	28		80		108 Y
49											
50	Non-Liquor Establishment										
51	Beyond Juice	270 West Maple Road	n				4				4 N
52	Brooklyn Pizza	111 Henrietta Street	n				39				39 N
53	Commonwealth Cafe	300 Hamilton Row	n					20			20 N
54	Cucina Medoro	768 North Old Woodward Avenue	n						None		
55	Cupcake Station	136 North Old Woodward	n				18				18 N
56	Einstein Bros. Bagels	176 South Old Woodward Avenue	n						None		N
57	Greek Islands Coney Restaurant	221 Hamilton Row	n						None		
58	Hunter House Hamburgers	35075 Woodward Avenue	n						None		
59	Leo's Coney Island	154 South Old Woodward Avenue	n						None		
60	Liquid Lunch Cafe` (Inside Be Well)	750 South Old Woodward Avenue	n						None		
61	Mountain King Chinese Restaurant	469 South Old Woodward Avenue	n						None		
62	New Bangkok Thai Bistro	183 North Old Woodward Avenue	n						None		
63	Panera Bread	100 North Old Woodward Avenue	n				17				17 N
64	Pita Cafe	239 North Old Woodward Avenue	n						None		
65	Primo's Pizza	996 South Adams Road	n						None		
66	Qdoba	795 East Maple Road	n						60		60 N
67	Sanders	167 North Old Woodward	n				6				6 N
68	Shish Kabob Express	34186 Woodward Avenue	n						None		
69	Stacked Deli	233 North Old Woodward Avenue	n						None		
70	Starbucks	135 South Old Woodward	n				8				8 N
71	Subway	126 South Old Woodward Avenue	n						None		
72	Succo Fresco Café	600 North Old Woodward	n						None		N
73	Sweet Earth	141 W. Maple	n				4				4 N
74	Sy Thai Cafe'	315 Hamilton Row	n						None		
75	Toss-Ups	34623 Woodward Avenue	n						None		
76	Touch of India Cuisine	297 East Maple Road	n						None		N
77	Try it Raw	213 East Maple Road	n						None		N
78											
79	** Did not renew Outdoor Dining License in 2014										



MEMORANDUM

Police Department

DATE: October 21, 2015

TO: Joseph A. Valentine, City Manager

FROM: Donald A. Studt, Police Chief

SUBJECT: Request to Transfer 50% Membership Interest of Class C and SDM Liquor Licenses with Sunday Sales (PM) Permit, Catering Permit, Outdoor Service Permit and Official Permit (Food) from Elm Restaurant Group, LLC to SSE Restaurant Group, LLC (Business Id. No. 205823), located at 735 Forest, Birmingham, MI., Oakland County.

The Police Department has received a request from the law firm of Adkison, Need & Allen, PLLC to examine the liquor license request referenced above. SSE Restaurant Group, LLC has paid the initial fee of \$1,500.00 for a business that serves alcoholic beverages for consumption on premises per section 7.33 of the Birmingham City Code.

Chapter 126, Zoning, Article 6, Section 6.02 of the Birmingham City Code requires that existing and new establishments with alcoholic beverage sales (on premise consumption) shall obtain a Special Land Use Permit (SLUP) upon change in ownership or name of establishment, or upon application for a Site Plan Review. On July 22, 2015, Elm Restaurant Group, LLC received Final Site Plan and SULP approval from the Planning Board (see attached minutes). On October 12, 2015, the City Commission also approved the SLUP for Elm Restaurant Group, LLC (see attached).

In order to clarify the process, a brief review of the history of Forest Grill is appropriate. In April of 2015, Bendyl, LLC transferred ownership of Forest Grill to Forest Grill 2, LLC. Forest Hills Grill 2, LLC is made of four shareholders, John Kelly (25%), Doyle Mosher (25%), Victor Saroki (25%) and Stephen and Ann Templeton (25%). This process was considered "Step 1." For "Step 2" of the process, the existing members of Forest Grill 2, LLC transferred all of their interest into a holding company, Elm Restaurant Group, LLC. Elm Restaurant Group, LLC is owned by the same members, in the same percentage, as Forest Grill 2, LLC.

The final step, or "Step 3," is Elm Restaurant Group, LLC will sell 50% of its membership interest in Forest Grill to SSE Restaurant Group, LLC. SSE Restaurant Group, LLC is owned by a sole member, Mr. Samy Eid. Mr. Eid will purchase the membership interest in Forest Grill for \$160,000.00 which will be payable on a

promissory note at market rates, payable over a two year term and secured by the membership interests being transferred. Mr. Eid will also be responsible for 50% of the cost to renovate the restaurant and startup costs that will also be payable on a promissory note at market rates, payable over a one year term and secured by all of the assets of SSE Restaurant Group, LLC.

The lone shareholder of SSE Restaurant Group, LLC is Mr. Samy Eid. Mr. Eid has worked in the restaurant business his entire career (13 years) under the direction and tutelage of his father, Sameer Eid, at Phoenicia Restaurant. Mr. Eid is single and resides in Birmingham.

A background check was conducted on Mr. Samy Eid utilizing the various resources contained in 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). As a result of these queries, no negative information was obtained.

As a result of this investigation, no information was developed or uncovered that would give cause to deny the applicant's request. A representative from the law firm of Adkison, Need & Allen, PLLC will be present to answer any questions.

SUGGESTED RESOLUTION:

To approve the Request to Transfer 50% Membership Interest of Class C Liquor License and SDM Liquor Licenses with Sunday Sales (PM), Catering Permit, Outdoor Service Permit and Official Permit (Food) from Elm Restaurant Group, LLC (Business Id. No. 205823) located at 735 Forest, Birmingham, MI., Oakland County, to SSE Restaurant Group, LLC

Furthermore, pursuant to Birmingham City Ordinance, to authorize the City Clerk to complete the Local Approval Notice at the request of SSE Restaurant Group, LLC approving the Request to Transfer 50% Membership Interest of Class C Liquor License and SDM Liquor Licenses with Sunday Sales (PM), Catering Permit, Outdoor Service Permit and Official Permit (Food) from Elm Restaurant Group, LLC (Business Id. No. 205823) located at 735 Forest, Birmingham, MI., Oakland County, to SSE Restaurant Group, LLC.

The French doors are proposed to replace an existing window to allow an open air atmosphere between the sidewalk and the inside of the cafe.

La Strada Caffè proposes to install seating for ten patrons on private property directly adjacent to the building in front of the cafe's proposed French doors and new window. The outdoor dining area as proposed will be enclosed by pots and provides for safe and efficient pedestrian flow.

Based on the plans submitted, the applicant is proposing to provide 71% glazing between 1 ft. and 8 ft. above grade. Accordingly, the proposal meets the Zoning Ordinance requirements for a minimum of 70% glazing.

Signage

The applicant was approved to install a name letter sign on the front. The approved sign will measure a total of 26.7 sq. ft. The proposed size is in accordance with Article 1.0, section 1.04 (B) of the Birmingham Sign Ordinance, Combined Sign Area. The wall sign is proposed to be mounted over 8 ft. above grade which meets the requirement of Article 1.0, Table B of the Birmingham Sign Ordinance.

Illumination

No new lighting is proposed for this project.

Ms. Whipple-Boyce pointed out that the furniture layout will not fit into the small space shown on the outdoor seating plan.

Mr. Zharko Palushaj, the restaurateur, said he is the operating partner of Tremonte Restaurant in Troy. His idea for the last four or five years has been to open an Old World Italian Cafe right in the city that is a place to be and to meet. He will share the 5,000 sq. ft. space with his wife, who plans to open a nail salon. The tables and bar at the front will be granite. The prep work will be done at the back where it will be open for people to see. Breakfast and lunch service is planned. At dinner, gourmet meats and cheeses will be served along with an array of crostinis, salads, pizzas, and desserts. They have applied for a Bistro License in order to serve bubbles and wines.

Motion by Mr. Boyle

Seconded by Ms. Whipple-Boyce to extend the meeting 30 minutes to 11:30 p.m.

Motion carried, 5-0.

VOICE VOTE

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

Nays: None

Absent: DeWeese, Williams

There were no public comments at 11 p.m.

Motion by Ms. Whipple-Boyce

Seconded by Ms. Lazar to recommend approval of the applicant's request for Final Site Plan and a SLUP to permit a Bistro License for La Strada Caffe at 243 Merrill with the following conditions:

- 1) The applicant will be required to enter into a license agreement with the City, and to provide the required insurance. Liquor liability insurance will also be required for the service of liquor as well as an Outdoor Dining Permit;**
- 2) The applicant provide a trash receptacle within the outdoor dining area as required by the Zoning Ordinance;**
- 3) The applicant must provide specifications and layout of the outdoor dining enclosure.**

No one from the audience wished to discuss the motion at 11:02 p.m.

Motion carried, 5-0.

VOICE VOTE

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

Nays: None

Absent: DeWeese, Williams

07-143-15

**SPECIAL LAND USE PERMIT ("SLUP") REVIEW
FINAL SITE PLAN REVIEW**

735 Forest Ave.

Forest Grill

Application for a SLUP Amendment to allow a name change for the restaurant, as well as interior and exterior modifications to an existing bistro serving alcoholic liquors

Ms. Ecker explained the subject site is located on the north side of Forest Ave., west of Elm St. The existing bistro is located on the ground floor of an existing three-story building located on the northwest corner of Forest Ave. and Elm St. The property is currently zoned O-2 Office Commercial and zoned MU-3 on the eastern portion of the property and MU-5 on the western portion of the property in the Triangle Overlay District.

The applicant is now seeking approval for a Revised Final Site Plan and a SLUP Amendment for the existing establishment, Forest Grill. Accordingly, the applicant is required to obtain a recommendation from the Planning Board and then approval from the City Commission for the Final Site Plan and SLUP. The bistro has outdoor seating adjacent to the building and meets the goals of the Triangle District Urban Design Plan. The major changes to the approved site and use are the replacement of windows with a retractable glass wall and the addition of a new owner to the ownership team. The application includes minor design changes to the interior and two new signs.

Design Review

The proposed exterior design change includes replacement of the middle first-floor window/door system with an operable NANA wall. This will provide access to and from the outdoor cafe and the interior of the bistro. The NANA wall will be designed to look exactly like the existing storefront.

Signage

Two new signs are proposed, one wall sign to replace the existing sign and one blade sign on the Elm St. frontage. The existing wall sign above the outdoor dining area is proposed to be removed. A new address acrylic panel with stainless steel edging is proposed to be mounted on the wall at a height of 10.79 ft. above grade. The blade sign is proposed to be double-sided and to be internally illuminated with LED lighting. Both signs meet all of the requirements of the Sign Ordinance.

The applicants are proposing that a new owner, Mr. Sami Eid, be added to the ownership team.

Ms. Ecker advised that the street lights and hanging plants that were proposed on the original plan were never installed, so that should be completed. Also, a recessed panel on the Elm St. elevation where a window was bricked in has never been addressed by the applicant. The City continues to hold money that was posted by the applicant to ensure that the street lights go in and to cover the artwork the applicant was supposed to add on the Elm Street facade.

Mr. Victor Saroki, Architect for the Forest Grill, was present with Mr. John Kelly, the general contractor and part owner; along with Mr. Sami Eid from Phoenicia Restaurant who is part of the new ownership team; and Mr. Nick Janero, Executive Chef. The restaurant will still offer fine dining with a high attention to detail. At this point the owners believe it is time to refresh the restaurant along with creating indoor/outdoor activity. The kitchen will be enclosed in glass and a wine cellar will display wines on the main floor. Along with that, some interior decor changes will be made. The feel of the restaurant will continue to be modern and open.

Regarding the street lights, the underground conduits and electrical service to the lights have been installed. However, at the time the street lights for the Triangle District had not yet been selected. When the building across the street is started it may be the right time to put in the street lights and illuminate the whole street.

The recessed panel on Elm St. is the location of an interior walk-in cooler in the kitchen. If the board feels some type of architectural grill needs to be developed, they are open to that, but his honest opinion is that it is fine. The owners are very excited about the second phase of Forest Grill.

Motion by Ms. Whipple-Boyce

Seconded by Mr. Koseck to extend the meeting another ten minutes to 11:40 p.m.

Motion carried, 5-0.

VOICE VOTE

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

Nays: None

Absent: DeWeese, Williams

Mr. Lazar felt something should be done to enhance the recessed panel. Mr. Boyle echoed that thought. It could be a place for a piece of interesting art that would draw attention to the space. Mr. Koseck thought maybe a sign would work there. Chairman Clein indicated the wall is not that big an issue for him.

No one from the public wished to join the discussion at 11:31 p.m.

Motion by Ms. Lazar

Seconded by Mr. Boyle to recommend approval to the City Commission for the Revised Final Site Plan and SLUP Amendment for Forest Grill located at 735 Forest Ave. with the following conditions:

- 1) The applicant comply with the requirements of Article 04, Section 4.41 OD-01 of the Zoning Ordinance as they relate to licensing and insurance requirements for the use of the public right-of-way;**
- 2) The applicant provide street lights and hanging planters required by the Triangle Overlay District and submit for administrative approval or obtain a variance from the Board of Zoning Appeals;**
- 3) A fully executed contract must be signed with the applicant and the City of Birmingham outlining the details of the operation of the bistro; and**
- 4) Prior to appearing before the City Commission the applicant provide artwork or another design element to address the recessed brick panel of the wall in the former window opening on the east elevation; and**
- 5) Applicant verify that the type of glass proposed for the NANA wall will match the existing glazing and conform to the District standards.**

Motion carried, 5-0.

VOICE VOTE

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

Nays: None

Absent: DeWeese, Williams

07-144-15

STUDY SESSION

Amendment to Article 1, Zoning Map, Section 1.14 of the Zoning Ordinance

Ms. Ecker explained that on June 29, 2015 the City Commission voted to approve the rezoning of the property at 2100 E. Maple Rd. from O-1 Office to B-2 General Business. Shortly thereafter, it was discovered that the ordinance language in Article 1 of the Zoning Code established the official Zoning Map as the map that was dated July 14, 2008, without the "as amended" thereafter.

Motion by Ms. Whipple-Boyce

Seconded by Ms. Lazar to set a public hearing on August 26 to consider the Amendment to Article 1, Zoning Map, section 1.14 of the Zoning Ordinance to provide an update as needed.

Motion carried, 5-0.

VOICE VOTE

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

Nays: None

Absent: DeWeese, Williams

07-145-15

MEETING OPEN TO THE PUBLIC FOR ITEMS NOT ON THE AGENDA (no public remained)

07-146-15

MISCELLANEOUS BUSINESS AND COMMUNICATIONS

a. Communications (none)

b. Administrative Approval Correspondence

- 555 S. Old Woodward Ave., Dumpster enclosure - Currently 555 Commercial has no dumpster, and uses the 555 Residential dumpster on the south side of the building. Dumpster enclosure will have beige Roman brick walls and the new gates will be made from beige composite fencing.
- 33588 Woodward Ave., Shell/Dunkin Donuts -
 1. Remove Azek from canopy ceiling and columns. Replace w/dark bronze plus paint columns;
 2. Revise monument sign, keep same square footage;
 3. Paint color on brick now Fatigue Green.
- 304 Hamilton Row - Add one RTU to roof and two fans screened per Ordinance.

c. Draft Agenda for the Regular Planning Board Meeting on August 12, 2015 (not discussed)

d. Other Business (not discussed)

07-147-15

PLANNING DIVISION ACTION ITEMS

- a. Staff report on previous requests (none)
- b. Additional items from tonight's meeting (none)

07-148-15

ADJOURNMENT

No further business being evident, board members motioned to adjourn at 11:40 p.m.

Jana Ecker
Planning Director

**CITY COMMISSION DRAFT MINUTES
OCTOBER 12, 2015**

**10-227-15 PUBLIC HEARING TO CONSIDER A SPECIAL LAND USE PERMIT
FOREST AVENUE GRILL, 735 FOREST AVENUE**

Mayor Sherman opened the Public Hearing to consider the Revised Final Site Plan and Special Land Use Permit Amendment at Forest Avenue Grill, 735 Forest Avenue at 10:04 PM.

City Planner Ecker explained that the minor changes to the interior of the building will open the views into the kitchen. The exterior changes to the building will include replacing the middle bay of windows with a nanowall system and replacing the existing signs. She noted that the Planning Board asked the applicant to address the recessed brick panel on the east wall with artwork or another design element.

Ms. Ecker confirmed for Mayor Pro Tem Hoff that the changes do not affect the amount of glazing on the building.

The Mayor closed the Public Hearing at 10:12 PM.

MOTION: Motion by Nickita, seconded by Dilgard:
To approve the Final Site Plan and Special Land Use Permit Amendment for 735 Forest – Forest Grill, to allow changes to the ownership group and operation of the existing bistro:

WHEREAS, Forest Avenue Bistro filed an application pursuant to Article 7, section 7.34 of Chapter 126, Zoning, of the City Code to operate a bistro as defined in Article 9, section 9.02 of Chapter 126, Zoning, of the City Code;

WHEREAS, The land for which the Special Land Use Permit Amendment is sought is located on the north side of Forest Street between Woodward and Elm;

WHEREAS, The land is zoned MU-3 and MU-5, and is located within the Triangle Overlay District, which permits bistros with a Special Land Use Permit;

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

WHEREAS, The Planning Board on July 22, 2015 reviewed the application for Revised Final Site Plan Review and a Special Land Use Permit Amendment and recommended approval with the following conditions:

- 1) The applicant comply with the requirements of Article 04, Section 4.41 OD-01 of the Zoning Ordinance as they relate to licensing and insurance requirements for the use of the public right-of-way;
- 2) The applicant provide street lights and hanging planters required by the Triangle Overlay District and submit for administrative approval or obtain a variance from the Board of Zoning Appeals;
- 3) A fully executed contract must be signed with the applicant and the City of Birmingham outlining the details of the operation of the bistro; and

- 4) Prior to appearing before the City Commission the applicant provide artwork or another design element to address the recessed brick panel of the wall in the former window opening on the east elevation; and
- 5) Applicant verifies that the type of glass proposed for the NANA wall will match the existing glazing and conform to the District standards.

WHEREAS, The applicant has submitted amended plans with elevation drawings and specification sheets, which indicate the new required streetscape requirements within the Triangle District;

WHEREAS, The applicant has committed to comply with all other conditions for approval as recommended by the Planning Board on July 22, 2015;

WHEREAS, The Birmingham City Commission has reviewed Forest Avenue Bistro Special Land Use Permit Amendment application and the standards for such review as set forth in Article 7, section 7.36 of Chapter 126, Zoning, of the City Code;

NOW, THEREFORE, BE IT RESOLVED, The Birmingham City Commission finds the standards imposed under the City Code have been met, subject to the conditions below, and that Forest Avenue Bistro application for a Special Land Use Permit Amendment authorizing the operation of a bistro at 735 Forest Avenue in accordance with Chapter 10, Alcoholic Liquors, is hereby approved;

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

- 1) The applicant comply with the requirements of Article 04, Section 4.41 OD-01 of the Zoning Ordinance as they relate to licensing and insurance requirements for the use of the public right-of-way;
- 2) The applicant provide street lights and hanging planters required by the Triangle Overlay District and submit for administrative approval or obtain a variance from the Board of Zoning Appeals;
- 3) A fully executed contract must be signed with the applicant and the City of Birmingham outlining the details of the operation of the bistro; and
- 4) Prior to appearing before the City Commission the applicant provide artwork or another design element to address the recessed brick panel of the wall in the former window opening on the east elevation; and
- 5) Applicant verifies that the type of glass proposed for the NANA wall will match the existing glazing and conform to the District standards.

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

BE IT FURTHER RESOLVED, Except as herein specifically provided, Forest Avenue Bistro and its heirs, successors, and assigns shall be bound by all ordinances of the City of Birmingham in effect at the time of the issuance of this permit, and as they may be subsequently amended. Failure of Forest Avenue Bistro to comply with all the ordinances of the city may result in the Commission revoking this Special Land Use Permit.

VOTE: Yeas, 7
 Nays, None
 Absent, None



MEMORANDUM

Engineering Dept.

DATE: October 21, 2015

TO: Joseph Valentine, City Manager

FROM: Paul T. O'Meara, City Engineer

SUBJECT: Ad Hoc Parking Development Committee Update
Architectural Consultant Recommendation

In May of this year, the City Commission approved the formation of the Ad Hoc Parking Development Committee (AHPDC). The Committee was charged with studying in detail the Pierce St. and N. Old Woodward Ave. Parking Structure properties, and come up with suggested development concepts and timetables for both. The members of the Committee are as follows:

- Richard Astrein – Principal Shopping District representative
- Scott Clein – Planning Board representative
- Rackeline Hoff – City Commissioner
- Mike Kennedy – Resident with expertise in development
- Terry Lang – Resident with expertise in finance
- Mark Nickita – City Commissioner
- Judith Paskiewicz – Advisory Parking Committee representative

Relatively early in the discussions, it became apparent that it would be advantageous to have a consultant team with expertise in architecture, urban environments, and parking structures work with the Committee. The consultant would be asked to study the properties in detail, understand the goals of the City, and create scaled conceptual designs, massing studies, and preliminary cost estimates for both properties. At this time, the Committee feels that there are potential benefits and drawbacks when considering an addition to either existing building, as well as possible demolition and complete reconstruction for both sites.

On August 10, 2015, staff issued a Request for Proposals (RFP) to the consultant community entitled, "Downtown Parking System Expansion Projects – Parking Development Consultant Services." Proposals were due on August 27, 2015. After much debate, the Committee included a Conflict of Interest provision in the RFP. The provision stated that the successful consultant hired for this stage of the work would be disqualified from doing any further work on whatever projects materialize as a result of this study. The provision was considered essential to help keep the City from appearing to give the consultant an unfair advantage in the future if and when an RFP is issued that will require the services of both a developer and design consultant.

Several interested parties came to learn more about the project at a mandatory pre-bid meeting held on August 10. Nevertheless, no proposals were submitted by the deadline. After speaking with those that had shown interest, it was clear that they were unable to form complete teams with the conflict of interest provision as stated. That is, while there was interest in working on

the project, there was much more interest in being ready and able to work on the actual detailed design projects that are expected to come as a result of these studies. None felt that the current work was worth sacrificing what may be coming in the future.

That said, the Committee met and decided, with direction from the City Attorney, to remove the conflict of interest clause, and proceed with re-issuing the RFP. The revised version is attached for your reference.

The revised RFP had a deadline of September 30, 2015. Three consultant teams submitted proposals:

Albert Kahn Associates, Inc./Walker Parking Consultants
Saroki Architecture/Carl Walker Parking Consultants/LSL Planning
SNP Technical Services

The proposals submitted by all three firms are attached for your review.

The AHPDC met on October 5 to discuss and review the proposals. Committee member Scott Clein recused himself from the decision-making process since he is currently working with Kahn Associates on another unrelated project. Scores were assigned using the questionnaire attached. Taking the scores of the six committee members present, the scores came out as noted below:

Kahn	90
Saroki	83
SNP	68

After discussion, it was decided that the top two candidates should be invited in for an interview. Interviews were held on October 20, in the City Commission Room. Both teams put forth a strong presentation, and it was clear that the Committee members felt that either team was fully qualified for the task at hand. Scoresheets were again used (attached) to help judge both teams with the same criteria. The results were as follows:

Kahn 89.3
Saroki 87.8

Both teams had support from various members of the Committee. Those favoring Kahn felt that their large portfolio and history of designing parking structures in multiple cities and surroundings made them the better choice. Those favoring Saroki felt that he and his team's strong knowledge of Birmingham made them the preferred choice. After further discussion, the members referred to the score sheets, and decided to recommend the Kahn team, based on the numerical values calculated. Once a motion was made to support Kahn, all six members present voted in favor.

As described in the proposal, it is anticipated that Kahn will first meet with staff to get better acclimated to the projects. They will then meet with the Committee three times over a three month period. At the end of this time, they intend to have relatively firm preferred concept plans for both sites, preliminary cost estimates for both projects, parking mitigation plans for

the construction periods, and suggested timelines for implementation. The AHPDC will then have to consider financial resources for both projects, and then they will be prepared to put forth a recommended plan to forward to the City Commission. It is anticipated that such a plan should be ready approximately in March.

This work was not foreseen at the time of the budget preparation, and has not been budgeted. A suggested resolution follows, including a budget amendment, with all costs being charged to the Auto Parking System Fund:

SUGGESTED RESOLUTION:

To approve the agreement with Albert Kahn Associates, Inc., for the Downtown Parking System Expansion Projects Parking Development Consultant Services in the amount not to exceed \$67,860, charged to account number 585-538.001-981.0100, Parking System General Capital Improvements Account.

Further, to approve the appropriation and budget amendment as follows:

Auto Parking System Fund

Revenues:

Draw from Fund Balance #585-000.000-400.0000	<u>\$67,860</u>
Total Revenue Adjustments	\$67,860

Expenditures:

Major Street Public Improvements #585-538.001-981.0100	<u>\$67,860</u>
Total Expenditure Adjustments	\$67,860

ATTACHMENT A – AGREEMENT

Downtown Parking System Expansion Projects – Parking Development Consultant Services

This AGREEMENT, made this 21st day of October, 2015, by and between CITY OF BIRMINGHAM, having its principal municipal office at 151 Martin Street, Birmingham, MI (hereinafter sometimes called "City"), and Albert Kahn Associates, Inc., Inc., having its principal office at 7430 Second Ave., Detroit, MI (hereinafter called "Contractor"), provides as follows:

WITNESSETH:

WHEREAS, the City of Birmingham, through its Engineering Department, is desirous of securing parking and architectural services for conceptual level design on two parking structure expansion projects in the central business district in the City of Birmingham.

WHEREAS, the Contractor has professional qualifications that meet the project requirements and has made a bid in accordance with such request for conceptual design services on parking structure expansion projects,

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 perform parking and architectural services for the downtown parking system expansion projects, and the Contractor's cost proposal dated October 21st, 2015 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 Contractor for the performance of this Agreement in an amount not to exceed \$65,360.00, as set forth in the Contractor's September 30, 2015 cost proposal.

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

5. The Contractor and the City agree that the Contractor is acting as an independent Contractor with respect to the Contractor's role in providing services to the City pursuant to this Agreement, and as such, shall be liable for its own actions and neither the Contractor nor its employees shall be construed as employees of the City. Nothing contained in this Agreement shall be construed to imply a joint venture or

partnership and neither party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as specifically outlined herein. Neither the City nor the Contractor shall be considered or construed to be the agent of the other, nor shall either have the right to bind the other in any manner whatsoever, except as specifically provided in this Agreement, and this Agreement shall not be construed as a contract of agency. The Contractor shall not be 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 Contractor acknowledges that in performing services pursuant to this Agreement, certain confidential and/or proprietary information (including, but not limited to, internal organization, methodology, personnel and financial information, etc.) may become involved. The Contractor recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the City. Therefore, the Contractor agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. The Contractor shall inform its employees of the confidential or proprietary nature of such information and shall limit access thereto to employees rendering services pursuant to this Agreement. The Contractor further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.

7. This Agreement shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan. The Contractor 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 Contractor 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 Contractor agrees that neither it nor its subcontractors 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 Contractor shall inform the City of all claims or suits asserted against it by the Contractor's employees who work pursuant to this Agreement. The Contractor shall provide the City with periodic status reports concerning all such claims or suits, at intervals established by the City.

11. The Contractor shall not commence work under this Agreement until it has, at its sole expense, obtained the insurance required under this paragraph. All coverages shall

be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with carriers acceptable to the City of Birmingham.

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

- A. Workers' Compensation Insurance: Contractor shall procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- B. Commercial General Liability Insurance: Contractor shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than **\$1,000,000** per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.
- C. Motor Vehicle Liability: Contractor shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- D. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following 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 Contractor will provide service that are customarily subject to this type of coverage.
- F. Owners Contractors Protective Liability: The Contractor shall procure and maintain during the life of this contract, an Owners Contractors Protective Liability Policy with limits of liability not less than \$3,000,000 per occurrence, combined single limit, Personal Injury, Bodily Injury and Property Damage. The City of Birmingham shall be "Name Insured" on said coverage. Thirty (30) days Notice of Cancellation shall apply to this policy.
- G. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance (and Professional Liability Insurance, if applicable), as described above, shall include an

endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal, shall be sent to: Finance Director, City of Birmingham, PO Box 3001, 151 Martin Street, Birmingham, MI 48012-3001.

H. Proof of Insurance Coverage: Contractor shall provide the City of Birmingham at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City of Birmingham, as listed below.

- 1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;
- 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.

I. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, Contractor shall deliver renewal certificates and/or policies to the City of Birmingham at least (10) days prior to the expiration date.

J. Maintaining Insurance: Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the Agreement, the City of Birmingham may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the City of Birmingham shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.

13. To the fullest extent permitted by law, the Contractor and any entity or person for whom the Contractor is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City of Birmingham, its elected and appointed officials, employees and volunteers and others working on 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 Contractor, the City shall have the right to terminate this Agreement without further liability to the Contractor if the

disqualification has not been removed within thirty (30) days after the City has given the Contractor notice of the disqualifying interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.

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

16. All notices required to be sent pursuant to this Agreement shall be mailed to the following addresses:

City of Birmingham
Attn: Laura Pierce
151 Martin Street
Birmingham, MI 48009
248-530-1880

CONTRACTOR

Albert Kahn Associates, Inc.
7430 Second Avenue
Detroit, Michigan 48202

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:



CONTRACTOR

By: 

Its: STEPHEN WHITE
PRINCIPAL
DIRECTOR OF URBAN DESIGN
AND LANDSCAPE ARCHITECTURE

CITY OF BIRMINGHAM

By: _____

Its: Mayor

By: _____

Laura Pierce
Its: City Clerk

Approved:

Paul T. O'Meara, 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)

ATTACHMENT B - BIDDER'S AGREEMENT
For Downtown Parking System Expansion Projects –
Parking Development Consultant Services

In submitting this proposal, as herein described, the Contractor 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.

Stephen A. White, ASLA, LEED AP BD+C	October 21, 2015
PREPARED BY (Print Name)	DATE
Principal	
TITLE	DATE
	stephen.white@akahn.com
AUTHORIZED SIGNATURE	E-MAIL ADDRESS
Albert Kahn Associates, Inc.	
COMPANY	
7430 Second Avenue, Detroit, MI 48202	313.202.7935
ADDRESS	PHONE
NAME OF PARENT COMPANY	
PHONE	
ADDRESS	


ATTACHMENT C - COST PROPOSAL
For Downtown Parking System Expansion Projects –
Parking Development Consultant Services

In order for the bid to be considered valid, this form must be completed in its entirety. The cost for the Scope of Work as stated in the Request for Proposal documents shall be a lump sum, as follows:

Attach technical specifications for all proposed materials as outlined in the Contractor's Responsibilities section of the RFP (p. 6)

COST PROPOSAL	
ITEM	BID AMOUNT
Labor	\$65,360
Reimbursable Expenses	\$ 2,500
TOTAL BID AMOUNT	\$67,860
ADDITIONAL BID ITEMS	
	\$
	\$
GRANDTOTAL AMOUNT	\$
UNIT COST BID ITEMS	
	\$ per

Firm Name Albert Kahn Associates, Inc.

Authorized signature  Date 10/21/15

ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM
For Downtown Parking System Expansion Projects –
Parking Development Consultant Services

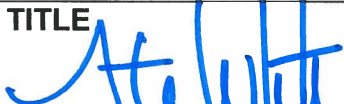
Pursuant to Michigan Law and the Iran Economic Sanction Act, 2012 PA 517 (“Act”), prior to the City accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must certify that it is not an “Iran Linked Business”, as defined by the Act.

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.

Stephen A. White, ASLA, LEED AP BD+C October 21, 2015

PREPARED BY (Print Name)	DATE
---	-------------

Principal

TITLE	DATE
	stephen.white@akahn.com

AUTHORIZED SIGNATURE	E-MAIL ADDRESS
-----------------------------	-----------------------

Albert Kahn Associates, Inc.

COMPANY

7430 Second Avenue, Detroit, MI 48202 313.202.7935

ADDRESS	PHONE
----------------	--------------

NAME OF PARENT COMPANY	PHONE
-------------------------------	--------------

ADDRESS

38-0702839

TAXPAYER I.D.#



**REQUEST FOR PROPOSALS
Downtown Parking System Expansion Projects –
Parking Development Consultant Services**

Sealed proposals endorsed **“Downtown Parking System Expansion Projects – Parking Development Consultant Services”**, will be received at the Office of the City Clerk, 151 Martin Street, PO Box 3001, Birmingham, Michigan, 48012; until September 30, 2015 at 2:00 p.m. after which time bids will be publicly opened and read.

No pre-bid meeting is being scheduled for this request.

The City of Birmingham, Michigan is accepting sealed bid proposals from qualified professional firms to integrate established parking development needs with conceptual architectural design services for two parking structure expansion projects located in downtown Birmingham. The scope of this project includes attending committee meetings, preparing conceptual plans and elevations, and preliminary cost estimating services. Submitting firms are expected to include the necessary services and associated fees for all consultants as required for a complete design proposal.

The RFP, including the Specifications, may be obtained online from the Michigan Inter-governmental Trade Network at <http://www.mitn.info> or at the City of Birmingham Engineering Dept., 151 Martin St., Birmingham, Michigan.

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: September 9, 2015
Deadline for Submissions: Wednesday, September 30, 2015, at 2:00 p.m.
Contact Person: Paul T. O’Meara, City Engineer
P.O. Box 3001, Birmingham, MI 48012
Email: pomeara@bhamgov.org
Phone: 248-530-1836



REQUEST FOR PROPOSALS

For Downtown Birmingham Auto Parking System Expansion

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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 “Contractor.”

The City of Birmingham, Michigan is accepting sealed bid proposals from qualified professional firms to provide architectural conceptual design services addressing existing parking demands for two parking system expansion projects located in downtown Birmingham. The scope of this project includes attending committee meetings, preparing conceptual plans and elevations, and preliminary cost estimating services. Submitting firms are expected to include the necessary services and associated fees for all consultants as required for a complete design proposal. No proposal will be accepted unless there are the following professionals on the team, either working with the same firm, or as several consultants working together as a team:

- State of Michigan Licensed Architect
- Urban Design Professional
- Parking Structure Consultant

This work must be performed as specified in accordance with the specifications contained in the Request For Proposals (RFP). The two projects can be summarized as follows (with additional detail found further within this document):

333 Pierce St. – A five level 720 parking space structure constructed in 1968 occupies the majority of the parcel. The existing building was built to accommodate the loading from two additional levels that could be installed in the future. The City is studying the feasibility of adding two floors to the existing structure, adding 280 parking spaces in the process. In addition, the City is desirous of studying the feasibility of selling or leasing the existing open space areas of the parcel at its north (Merrill St. frontage) and south (Brown St. frontage) ends. The currently open areas could potentially be used for private mixed use buildings. As an alternative, the City would also like to explore the feasibility of removing the existing parking structure and reconstructing a structure that provides additional parking capacity based on planned future capacity needs while also providing an improved urban street presence that offers privately occupied square footage as a component of the building.

333 N. Old Woodward Ave. – A five level 560 parking space structure constructed in 1966 occupies the easterly section of a large parcel that has frontage on N. Old Woodward Ave., Willits St., and Bates St. The remainder of the parcel contains an open municipal parking lot as well as a sloped natural area fronting the adjacent Rouge River. A recent survey of the existing conditions is attached in **Attachment E**. The City is studying the feasibility of either renovating and adding on to the existing parking structure to provide additional parking capacity, or to demolish the existing structure and reconstruct an improved facility. A preliminary vision for the property includes extending Bates St. as a public road to the north, connecting it with N. Old Woodward Ave. Extending the street would allow the creation of new private parcels on the property that would be of either residential or mixed use character. However, alternate feasible ideas from the consultant will be encouraged.

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 October 26, 2015. An Agreement for services will be required with the selected Contractor. 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 costs to provide the herein described parking and design services for the Birmingham Auto Parking System, as described above.

INVITATION TO SUBMIT A PROPOSAL

Proposals shall be submitted no later than Wednesday, September 30, 2015 at 2:00 p.m. to:

City of Birmingham
Attn: City Clerk
151 Martin Street
Birmingham, Michigan 48009

One (1) original paper and one (1) PDF copy of the proposal shall be submitted. The proposal should be firmly sealed in an envelope, which shall be clearly marked on the outside "Downtown Parking System Expansion Projects – Parking Development Consultant Services." Any proposal received after the due date cannot be accepted and will be rejected and returned, unopened, to the proposer. Proposer may submit more than one proposal provided each proposal meets the functional requirements.

INSTRUCTIONS TO BIDDERS

1. Any and all forms requesting information from the bidder must be completed on the attached forms contained herein (see Contractor's Responsibilities). If more than one bid is submitted, a separate bid proposal form must be used for each.
2. Any request for clarification of this RFP shall be made in writing and delivered to: Paul O'Meara, City Engineer, 151 Martin St., Birmingham MI 48009 (pomeara@bhamgov.org, 248-530-1836). Such request for clarification shall be delivered, in writing, no later than 4 days prior to the deadline for submissions.
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 of Birmingham to the most responsive and responsible bidder with the lowest price and the contract will require the completion of the work pursuant to these documents.
5. Each respondent shall include in his or her proposal, in the format requested, the cost of performing the work. Municipalities are exempt from Michigan State Sales and Federal Excise taxes. The City will furnish the successful company with tax exemption information when requested. Proposals should continue to include costs for taxable supplies that the Contractor will have to purchase during the execution of this project.
6. Each respondent shall include in their proposal the following information: Firm name, address, city, state, zip code, and telephone 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.

EVALUATION PROCEDURE AND CRITERIA

The evaluation panel will consist of City staff and a Parking Development Committee designated by the City Commission who will evaluate the proposals based on, but not limited to, the following criteria:

1. Ability to provide services as outlined.
2. Prior experience with designing and construction of parking structures, both public and private
3. Prior experience designing and constructing mixed use and residential buildings in an urban walkable downtown environment.
4. Prior experience with cost estimating for parking facilities.
5. Overall costs.
6. References.
7. Ability to meet schedule
8. Innovative and/or creative approaches to providing the services that provide additional efficiencies or increased performance capabilities.
9. Qualifications of personnel assigned to the project.
10. Quality and completeness of proposal.

TERMS AND CONDITIONS

These guidelines are provided to assist participating firms in formulating a thorough response. The successful firm shall ensure/understand that:

1. The design team will work closely with City of Birmingham designated staff during all phases of the work. The successful firm will be considered a key part of the project team. A strong, positive working relationship must be maintained.
2. All licenses required for a discipline by the State of Michigan shall be maintained during the course of the contract.
3. The design team will provide a single point of contact for the duration of the contract and perform with a consistent team.
4. The design team will ensure a timely completion of conceptual plans and estimates.
5. The design team will comply with administrative procedures related to the project such as submittal deadlines, contract pay requests, etc. and work with the City regarding these items.
6. The design team will meet with applicable City of Birmingham committees, boards and commissions to review project status, project budget and project planning, as outlined above. If additional meetings are needed beyond those listed, the design team shall be available at additional cost.
8. All required insurances are to be maintained by the design team during (and beyond for the guarantee bond) the course of the contract.
9. The design team will provide regular status reports to the City of Birmingham during all phases of project design and construction.
10. 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 Contractor if the successful Contractor does not execute a contract within ten (10) days after the award of the proposal.

11. The City reserves the right to request clarification of information submitted and to request additional information of one or more Contractors.
12. 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 Contractor sufficient to indicate the City's desire to do so. In the case of such a stoppage, the City agrees to pay Contractor for services rendered to the time of notice, subject to the contract maximum amount.
13. 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.
14. The cost of preparing and submitting a proposal is the responsibility of the Contractor and shall not be chargeable in any manner to the City.
15. 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.
16. The Contractor will not exceed the timelines established for the completion of this project.
17. The successful bidder shall enter into and will execute the contract as set forth and attached as Attachment A.
18. The City of Birmingham desires a single contract with Design firm rather than separate contracts with each company represented by the proposed team.

CONTRACTOR'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. Cost Proposal (Attachment C - p. 17)
 - c. Iran Sanctions Act Vendor Certification Form (Attachment D - p. 18)
 - d. Agreement (p. 10 – **only if selected by the City**).
2. Provide a description of completed projects that demonstrate the firm's ability to complete projects of similar scope, size, and purpose, and in a timely manner, and within budget.
3. Provide a description of the firm, including resumes and professional qualifications of the principals involved in administering the project.

4. Provide a list of sub-contractors and their qualifications, if applicable.
5. Provide three (3) client references from past projects, include current phone numbers. At least two (2) of the client references should be for projects utilizing the same materials included in the Contractor's proposal.
6. Provide a project timeline addressing each section within the Scope of Work and a description of the overall project approach. Include a statement that the Contractor will be available according to the proposed timeline.
7. During the design phase, the Design team will meet frequently with the City of Birmingham for approval of the design as it progresses.
8. The Contractor will be responsible for any changes necessary for the plans to be considered finalized by the City of Birmingham.

CITY RESPONSIBILITY

1. The City will provide a designated representative to work with the Contractor to coordinate both the City's and Contractor's efforts and to inspect and verify any work performed by the Contractor.

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 Contractor also agrees to provide all insurance coverages as specified. Upon failure of the Contractor 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, Birmingham 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 13 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.

Due to the lack of interest in the previously issued RFP, the conflict of interest clause automatically disqualifying any person or firm participating in this current study in future related work has been removed.

EXAMINATION OF PROPOSAL MATERIALS

The submission of a proposal shall be deemed a representation and warranty by the Contractor 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

Award Architectural Service Agreement:	Oct. 26, 2015
Project Kickoff Meeting	November, 2015
Working Committee Meetings	Dec. 2, 2015
	Jan. 6, 2016
	Feb. 3, 2016
Presentation to City Commission	February, 2016
Issuance of RFPs to Developers	March, 2016

BACKGROUND INFORMATION

Various items of information pertaining to the two development parcels are included in this RFP package. The final plans are intended to follow the conceptual ideas contained within the Master Plan, as much as practical. The other documents are intended to be for the consultant team's background information, but is not meant to constrain or influence the direction of the ultimate designs.

SCOPE OF WORK

Overview

The City of Birmingham is seeking licensed professional architectural design and parking consulting services for the purpose of providing conceptual drawings and cost estimating services related to the expansion of two municipal parking facilities owned and operated by the City of Birmingham.

The project's defined goals include:

- To satisfy future parking demand, the City is interested in constructing at a minimum an additional 278 parking spaces for the north half of the central business district, and 427 parking spaces for the south half of the central business district. The City is not interested in purchasing new properties to achieve this goal.
- Explore the feasibility and costs involved in better utilizing the City's parking facilities located at 333 Pierce St. (south side) and 333 N. Old Woodward Ave. (north side), modeled after the goals set forth in the Downtown Birmingham 2016 Master Plan (as described in **Attachment F**). The selected contractor will work with an Ad Hoc Parking Development Committee to help create design parameters that could then be issued in a separate Request for Proposals to potential developers that may be interested in partnering with the City to redevelop these properties.
- Review previously completed cost analysis and feasibility of expanding the Pierce St. Parking Structure with two additional floors (**Attachment G**) and study further. Consider the feasibility and opportunities present to potentially sell or lease parts of the Pierce St. Structure parcel that are currently open green space or air space that could be sold or leased to a private owner for the purpose of creating mixed use private buildings (primarily retail, office, and/or residential). Study feasibility of the complete removal and replacement of the parking structure to allow for new design alternatives that could otherwise not be achieved. Include recommendations for addressing parking demand during construction.
- Review previous drawings and cost estimating services for the redevelopment of the property now occupied by the N. Old Woodward Ave. Parking Structure and its adjacent open parking lot (**Attachment H**).
- Conduct further cost analysis and discussion to determine the advisability of renovating and expanding the existing structure, versus demolishing and replacing the N. Old Woodward Ave. Parking Structure. Include recommendations for satisfying parking demand during construction for either option.

- Production of accurate cost estimating services for all listed alternatives for both parking system parcels, to be used in a future bond sale proposal that would go before the electorate of the City of Birmingham.
- Production of accurate cost estimates for temporary parking needs during future reconstruction of both parking system parcels.

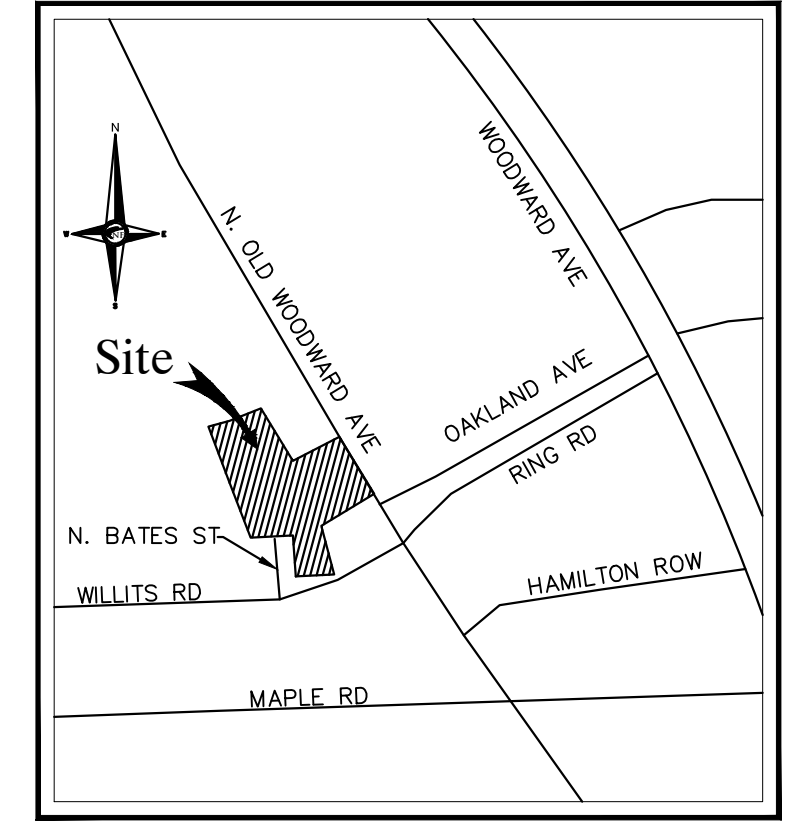
Deliverable for this project shall include:

- A. A total of four generic, preliminary massing studies, two each for both parcels, consisting for each a study where the existing parking structure is expanded, and where the existing parking structure is removed and replaced in its entirety. The massing study is intended to be a discussion tool for the Committee to better understand the possibilities and limitations of each site.
- B. Conceptual cost estimates for all four options referenced above. Note that a cost estimate for simple expansion of the Pierce St. Structure was completed by others in 1999, and updated in 2013. Those studies are attached, and can be used as a starting point to refine and finalize the estimate for expansion on the Pierce St. Structure site.
- C. Appearance of the consultant team wherein all three above referenced professional disciplines are represented and present for up to three Ad Hoc Parking Development Committee meetings, and one City Commission meeting.
- D. Provide information as needed to assist City staff in preparing the relevant Requests for Proposals (RFP) to be solicited from developer/consultant design teams for both parcels, wherein drawings, cost estimates, suggested land divisions, and costs (in present dollars) will be prepared for both parcels, to be judged on creativity, costs, public parking capacity, and feasibility.

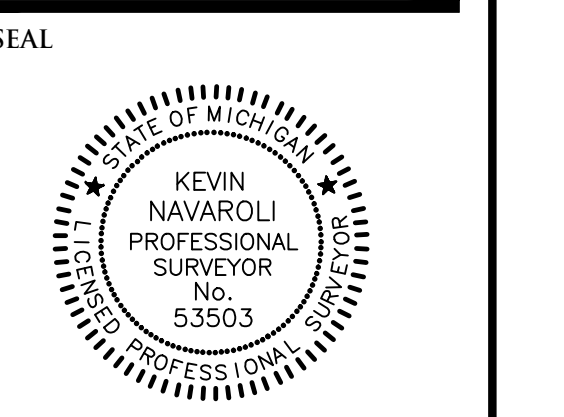
ASSASSOR'S PLAT No. 27
L.S. P. 467
19-25-376-075
CITY OF BIRMINGHAM
RIVERSIDE PARK

WILLIT'S NORTHERN ADDITION
L.S. P. 185
19-25-376-051
CITY OF BIRMINGHAM - BOOTH PARK

BROOKSIDE HOMES OF BIRMINGHAM
O.C.C.P. #1532
L. 28097, PAGE 719



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

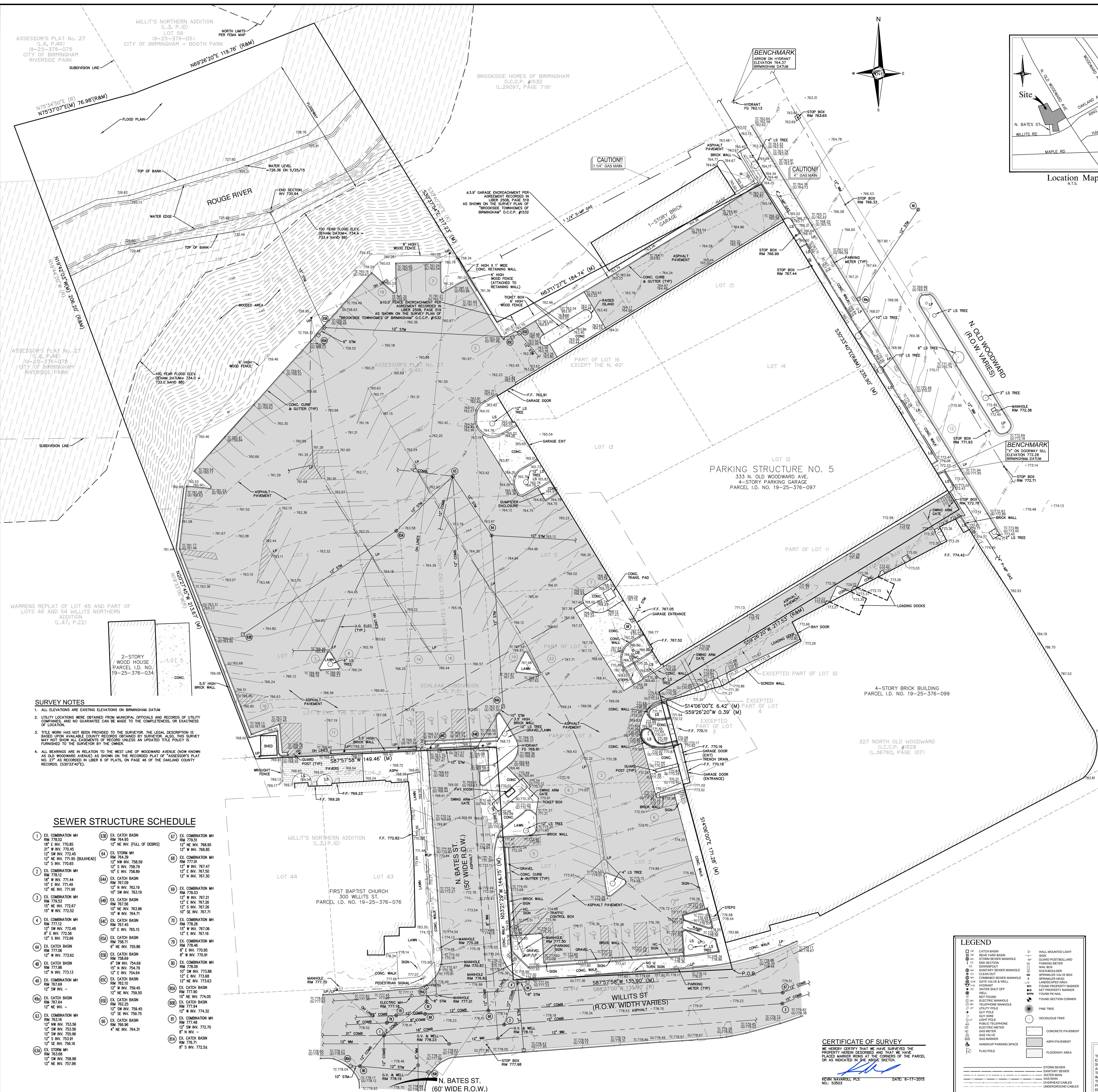
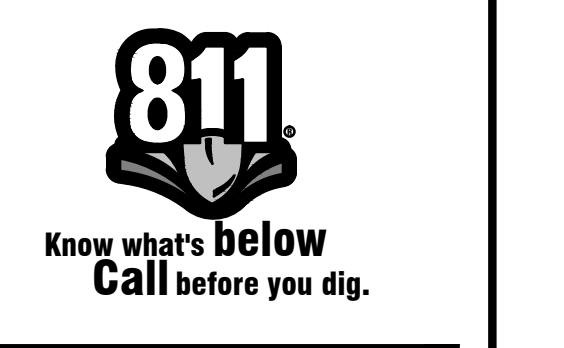


PROJECT
Redevelopment of Parking
Structure No. 5

CLIENT
City of Birmingham
151 Martin Street
P.O. Box 3001
Birmingham, MI 48012-3001
(248) 530-1800
Contact:
Mr. Paul O'Meara, P.E.,
City Engineer

PROJECT LOCATION
Part of the Southwest 1/4
of Section 25
T. 2N, R. 10E
City of Birmingham,
Oakland County, Michigan

SHEET
Topographic / Boundary
Survey



SURVEY NOTES
1. ALL ELEVATIONS ARE EXISTING ELEVATIONS ON BIRMINGHAM DATUM
2. UTILITY LOCATIONS WERE OBTAINED FROM MUNICIPAL OFFICES AND RECORDS OF UTILITY COMPANIES, AND NO GUARANTEE CAN BE MADE TO THE COMPLETENESS OR ACCURACY OF LOCATION
3. TITLE WORK HAS NOT BEEN PROVIDED TO THE SURVEYOR. THE LEGAL DESCRIPTION IS BASED UPON AVAILABLE COUNTY RECORDS OBTAINED BY SURVEYOR. ALSO THIS SURVEY MAY NOT SHOW ALL EASEMENTS OR RECORDS UNLESS AN UPDATED TITLE POLICY IS FURNISHED TO THE SURVEYOR BY THE OWNER.
4. ALL BEARINGS ARE IN RELATION TO THE WEST LINE OF WOODWARD AVENUE (NOW KNOWN AS OLD WOODWARD AVENUE) AS SHOWN ON THE RECORDED PLAT OF 'ASSASSOR'S PLAT NO. 27 AS RECORDED IN LIBER 8 OF PLATS, ON PAGE 46 OF THE OAKLAND COUNTY RECORDS. (53053-4075)

SEWER STRUCTURE SCHEDULE

1. EX. COMBINATION MH RM 778.32 12' S INV. 770.85 21' W INV. 770.45	66. EX. CATCH BASIN RM 764.85 12' S INV. 770.85 12' NE INV. 768.95	67. EX. COMBINATION MH RM 779.51 12' S INV. 770.85 12' W INV. 768.95
2. EX. COMBINATION MH RM 778.12 10' S INV. 771.44 10' E INV. 771.49 12' NE INV. 771.99	68. EX. COMBINATION MH RM 777.91 12' S INV. 770.85 12' W INV. 767.47 12' E INV. 758.89 12' N INV. 767.30	69. EX. COMBINATION MH RM 778.71 12' S INV. 770.85 12' W INV. 767.26
3. EX. COMBINATION MH RM 777.08 12' S INV. 772.48 8' E INV. 772.56	70. EX. COMBINATION MH RM 778.05 15' W INV. 767.06 10' E INV. 765.15	71. EX. COMBINATION MH RM 778.46 10' S INV. 770.85 8' W INV. 770.91
4. EX. CATCH BASIN RM 758.85 8' NE INV. 755.86	72. EX. COMBINATION MH RM 778.56 10' S INV. 770.85 8' W INV. 770.91	73. EX. COMBINATION MH RM 778.88 10' S INV. 770.85 12' W INV. 773.88
5. EX. CATCH BASIN RM 777.88 10' S INV. 773.13	74. EX. COMBINATION MH RM 779.09 10' S INV. 770.85 12' W INV. 773.88	75. EX. CATCH BASIN RM 778.60 12' S INV. 773.63
6. EX. COMBINATION MH RM 767.69 12' S INV. 756.45	76. EX. CATCH BASIN RM 779.50 12' S INV. 770.85 12' NE INV. 759.50	77. EX. CATCH BASIN RM 779.50 12' S INV. 770.85 12' NE INV. 759.50
7. EX. CATCH BASIN RM 767.64 12' S INV. 756.18	78. EX. CATCH BASIN RM 779.50 12' S INV. 770.85 12' NE INV. 759.50	79. EX. CATCH BASIN RM 779.50 12' S INV. 770.85 12' NE INV. 759.50
8. EX. COMBINATION MH RM 775.56 12' S INV. 753.56 12' SW INV. 753.56 12' S INV. 753.96 12' S INV. 753.91	80. EX. CATCH BASIN RM 778.71 12' S INV. 770.85 8' N INV. 764.31	81. EX. CATCH BASIN RM 778.71 12' S INV. 770.85 8' N INV. 772.56
9. EX. STORM MH RM 753.56 12' S INV. 756.18	82. EX. CATCH BASIN RM 778.71 12' S INV. 770.85 8' N INV. 772.56	

CERTIFICATE OF SURVEY
WE HEREBY CERTIFY THAT WE HAVE SURVEYED THE PROPERTY HEREIN DESCRIBED AND THAT WE HAVE PLACED MARKER IRONS AT THE CORNERS OF THE PARCEL OR AS INDICATED IN THE ABOVE SECTION
KEVIN NAVAROLI PLS NO. 53503 DATE: 6-17-2015

LEGEND

1. CATCH BASIN	11. WALL MOUNTED LIGHT
2. SEWER MANHOLE	12. GUARD POST/STAIR
3. EX. SEWER MANHOLE	13. PARKING METER
4. EX. SEWER MANHOLE	14. MAIL BOX
5. EX. SEWER MANHOLE	15. SHOCKER
6. EX. SEWER MANHOLE	16. SPRINKLER VALVE BOX
7. EX. SEWER MANHOLE	17. SPRINKLER HEAD
8. EX. SEWER MANHOLE	18. GAS VALVE
9. EX. SEWER MANHOLE	19. FOUND PROPERTY MARKER
10. EX. SEWER MANHOLE	20. FOUND PROPERTY MARKER
11. EX. SEWER MANHOLE	21. FOUND PROPERTY MARKER
12. EX. SEWER MANHOLE	22. FOUND PROPERTY MARKER
13. EX. SEWER MANHOLE	23. FOUND PROPERTY MARKER
14. EX. SEWER MANHOLE	24. FOUND PROPERTY MARKER
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64. EX. SEWER MANHOLE	74. FOUND PROPERTY MARKER
65. EX. SEWER MANHOLE	75. FOUND PROPERTY MARKER
66. EX. SEWER MANHOLE	76. FOUND PROPERTY MARKER
67. EX. SEWER MANHOLE	77. FOUND PROPERTY MARKER
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76. EX. SEWER MANHOLE	86. FOUND PROPERTY MARKER
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78. EX. SEWER MANHOLE	88. FOUND PROPERTY MARKER
79. EX. SEWER MANHOLE	89. FOUND PROPERTY MARKER
80. EX. SEWER MANHOLE	90. FOUND PROPERTY MARKER
81. EX. SEWER MANHOLE	91. FOUND PROPERTY MARKER
82. EX. SEWER MANHOLE	92. FOUND PROPERTY MARKER
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88. EX. SEWER MANHOLE	98. FOUND PROPERTY MARKER
89. EX. SEWER MANHOLE	99. FOUND PROPERTY MARKER
90. EX. SEWER MANHOLE	100. FOUND PROPERTY MARKER

UTILITY NOTE
THE LOCATIONS AND ELEVATIONS OF SOME OF THE EXISTING UNDERGROUND UTILITIES AS REFERRED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, THE PROPERTY LIES WITHIN ZONE(S) AS X OF THE FLOOD INSURANCE RATE MAP IDENTIFIED AS MAP NO. 2012050337 BEARING AN EFFECTIVE DATE OF 9-29-2006

REVISIONS
06/11/2015 ISSUED PRELIMINARY SURVEY
07/02/2015 ISSUED FINAL SURVEY

DRAWN BY:
P. Peery
DESIGNED BY:
P. Peery
APPROVED BY:
B. Buchholz / K. Navaroli
DATE:
07-02-15
SCALE: 1" = 20'
NFE JOB NO. SHEET NO.
1565 1

DOWNTOWN BIRMINGHAM 2016

*A Master Plan for the
City of Birmingham, Michigan*

1 November, 1996
FINAL REPORT
(REVISED)

RECOMMENDATIONS, APPENDICES & IMPLEMENTATION

Andres Duany and Elizabeth Plater-Zyberk
Architects and Town Planners

Gibbs Planning Group, Inc.
Town Planning, Landscape Architecture, Retail Consulting

Glattig Jackson Kercher Anlin Lopez Rinehart
Community Planning and Traffic Engineering

The Green Group, Inc.
Market Research

Mckenna Associates, Inc.
Community Planning and Urban Design

- Appendices G – 1 and G – 6.
- Illus. 54 and 55.

**SPECIFIC PROJECT 6:
THE WILLITS BLOCK**

Finding: The superblock behind the North Woodward Garage has development potential.

Discussion: Behind the North Woodward Garage is a large site overlooking the Rouge River Park that is now used as a surface parking lot. It has the potential for expanding the existing parking deck by a contiguous addition (avoiding the need for additional ramps). But it is too beautiful a site, facing the park as it does, to reserve entirely for parking.

The site could be edged with apartments or townhouses facing the park, facing the Baptist Church, and facing Willits Street, masking the parking deck in the process. This housing could be built before the parking expansion, because the Woodward Garage is under-utilized.

The street formed by the new housing would be an extension of Bates Street and would continue on to Old Woodward by occupying the deck's north-side service road. The sale of these edge parcels for housing would create a one-time fund for the City (perhaps to be used for the Shain Park and Martin Street Specific Projects.)

Recommendation: Sell the edges of the Willits site, perhaps no deeper than 30 feet, to a housing developer, and retain the rest for the parking deck expansion. When sold for development, this special project has the potential of raising a substantial one-time revenue for the City.

References:

- Precedent: Some successful and very shallow townhouses screening parking decks at Mizner Place, Boca Raton, Florida.
- Appendices G – 1 and G - 7.
- Illus. 56.



Illus. 56. The City-owned parking lot at Willits is an excellent site for housing and for additional parking as an extension to the existing parking deck.

**SPECIFIC PROJECT 7:
PIERCE STREET GARAGE**

Finding: The Pierce Street Garage creates awkward, under-utilized residual spaces.

Discussion: Two of the residual spaces around the Pierce Street Garage are landscaped as mini-parks, which are redundant given the proximity of Shain Park. A third residual space is an unnecessarily large and duplicative access driveway system. Its three existing driveways could be consolidated into a single system passing underneath a new building. Each of the three residual spaces is large enough to contain an infill building (contiguous with the deck's walls), with first-floor retail and upper-floor apartments.

Recommendation: Sell or lease these three valuable parcels of urban land for development, thereby masking the deck and completing a retail loop. This specific project could create an ongoing source of revenue for the City.

References: This has never been done as a redevelopment project before.

- Appendices G – 1 and G – 8.
- Illus. 57, 58, and 59.

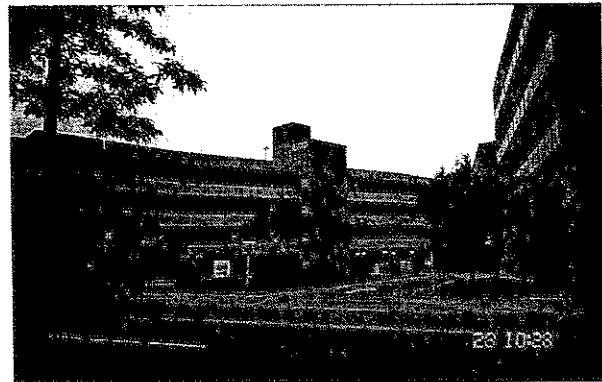
**SPECIFIC PROJECT 8:
MAPLE GATEWAY**

Finding: One of the main entrances to Birmingham's CBD is on Maple Road and Hunter Boulevard, which is currently flanked by two gasoline stations.

Discussion: As a site for a more urban building, the lot north of Maple is too small to contain its own on-site parking, but the Park Street Garage is near enough to fulfill the need. The site to the south is substantially larger. It is adequate, not only for a habitable building, but for a substantial parking deck. The portions of these sites' buildings which front Maple as a pair could form a significant gateway to downtown. Each building should be designed with reference to the other: they should share a similar height, massing and, as much as possible, architectural syntax.



Illus. 57. Residual areas around the Pierce Street Garage are opportunities for installing liner buildings.

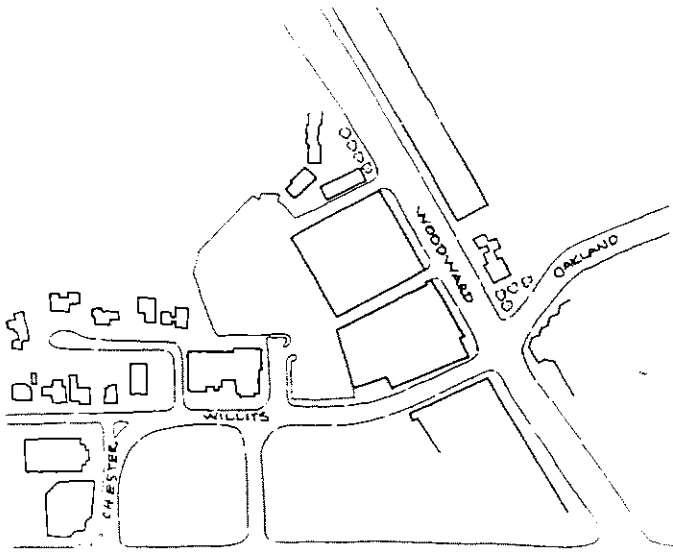


Illus. 58. There are gaps around the Pierce Street garage that commend themselves as excellent building sites.

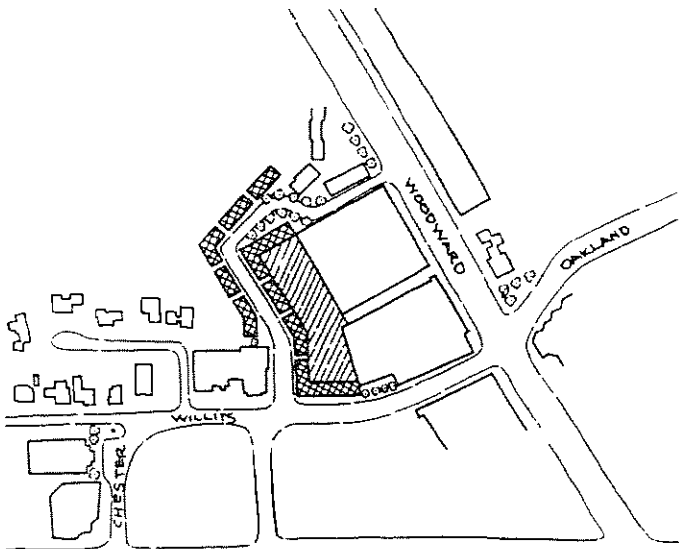


Illus. 59. This type of glass storefront may be used to mask the Pierce Street Garage, although a multi-story mixed-use building would do better.

SPECIFIC PROJECT 6: WILLITS BLOCK



Plan of Existing Conditions



Plan of Proposed Modifications

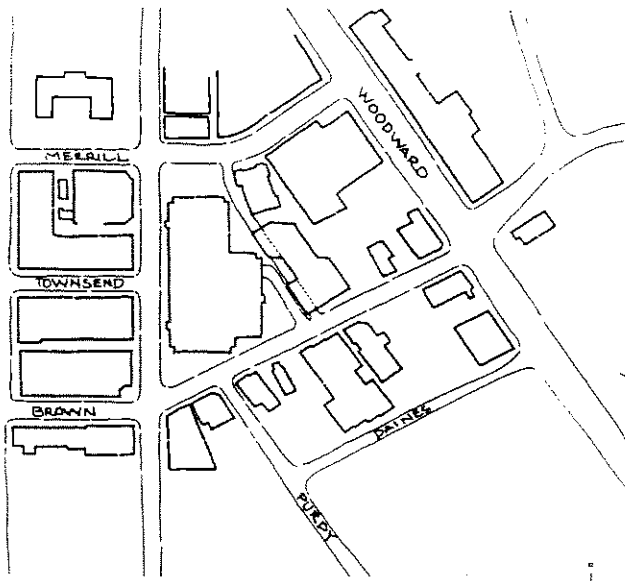


Parking Deck

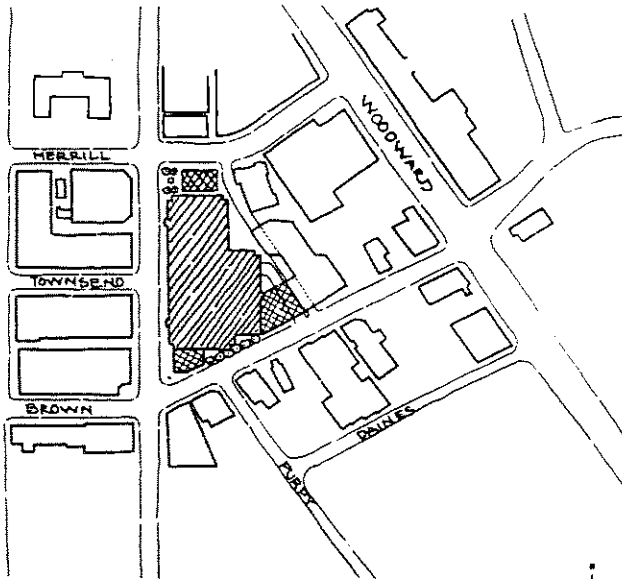


Residential Liner Building

SPECIFIC PROJECT 7: PIERCE STREET PARKING DECK



Plan of Existing Conditions



Plan of Proposed Modifications



Parking Deck

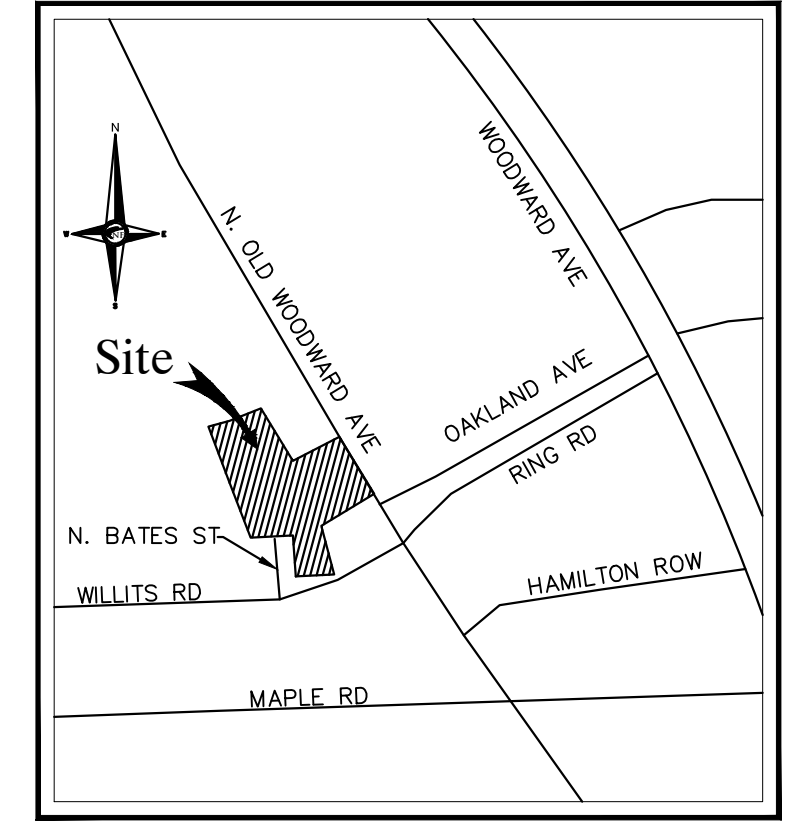


Mixed-Use Liner Building

ASSASSOR'S PLAT No. 27
 L.S. P. 467
 19-25-376-075
 CITY OF BIRMINGHAM
 RIVERSIDE PARK

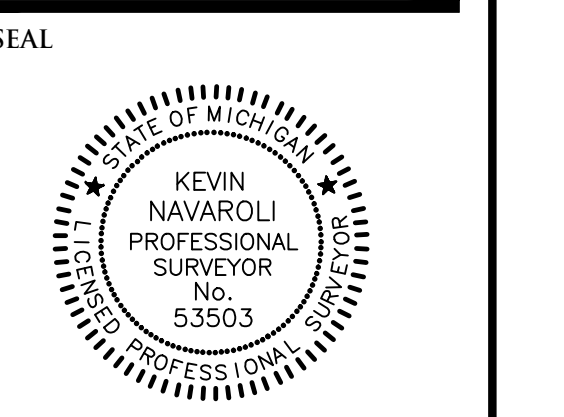
WILLIT'S NORTHERN ADDITION
 L.S. P. 185
 19-25-376-051
 CITY OF BIRMINGHAM - BOOTH PARK

BROOKSIDE HOMES OF BIRMINGHAM
 O.C.C.P. #1532
 L. 28097, PAGE 719



NF ENGINEERS
 CIVIL ENGINEERS
 LAND SURVEYORS
 LAND PLANNERS

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

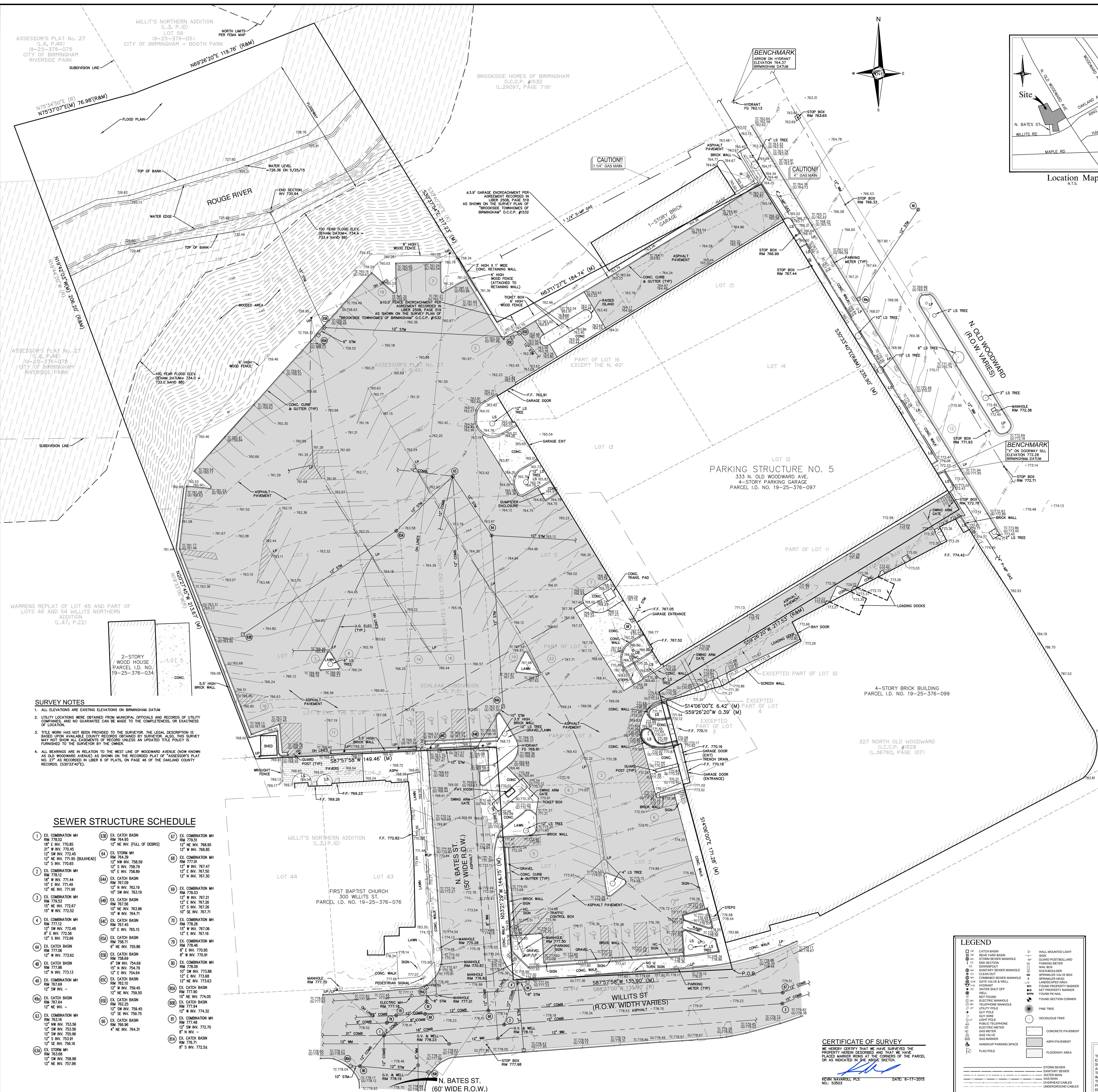
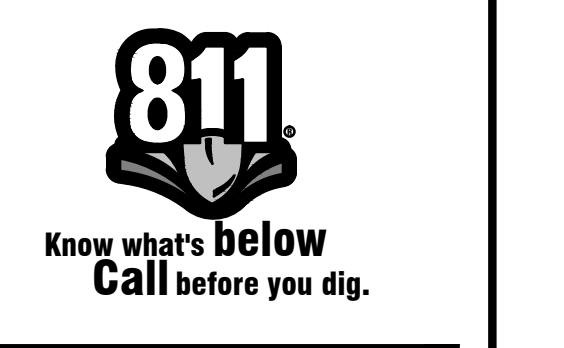


PROJECT
 Redevelopment of Parking
 Structure No. 5

CLIENT
 City of Birmingham
 151 Martin Street
 P.O. Box 3001
 Birmingham, MI 48012-3001
 (248) 530-1800
 Contact:
 Mr. Paul O'Meara, P.E.,
 City Engineer

PROJECT LOCATION
 Part of the Southwest 1/4
 of Section 25
 T. 2N, R. 10E
 City of Birmingham,
 Oakland County, Michigan

SHEET
 Topographic / Boundary
 Survey



LEGAL DESCRIPTION (AS SURVEYED):
 LEGAL DESCRIPTION (TAX DESCRIPTION):
 T2N, R10E, SECTION 25, SCHLAACK SUB LOTS 1 TO 8, INCLUSIVE, EXCEPT THAT PART OF LOTS 3 & 4 BEGINNING AT MOST EASTERLY CORNER OF LOT 3, THENCE S 67°34'20" W 50.53 FT. TH 184.60 W 92.22 FT. TH 90.00 E TO THE POINT OF BEGINNING, ALSO EXCEPT THE SOUTH 24 FT. OF LOT 4, ALSO THAT PART OF VACATED BATES STREET ADJACENT TO SAID LOTS, ALSO OF ASSASSOR'S PLAT NO. 27 PART OF LOT 10 DESCRIBED AS BEGINNING AT THE NORTHWEST CORNER, THENCE NORTH 81°14'11" E 111 FT. ALONG NORTH LINE, THENCE S 89°26'20" W TO THE WEST LINE, THENCE NORTHWESTERLY TO THE POINT OF BEGINNING, ALSO ALL OF LOTS 1 TO 15, INCLUSIVE, ALSO LOT 16 EXCEPT THE NORTH 40 FT. THEREOF, ALSO ALL OF LOT 19, ALSO EXCEPT PART OF LOTS 3 & 4 OF SCHLAACK & PART OF LOTS 18 & 11 OF ASSASSOR'S PLAT NO. 27 IN PARCEL DESCRIBED AS BEGINNING AT A POINT A DISTANCE OF 8.63-11.50 FEET FROM THE SOUTHEAST CORNER OF SAID LOT 11, THENCE S 60-11-50 W 103.15 FT. TH 59-26-20 W 99.61 FT. THENCE N 14-00-00 W 6.42 FT. THENCE N 69-26-21 E 170.0 FT. THENCE S 30-30-40 E 4.0 FT. THENCE S 85-11-10 W 16.1 FT. THENCE S 28-48-10 E 10 FT. TO THE POINT OF BEGINNING, ALSO EXCEPT THAT PART OF LOT 11 OF ASSASSOR'S PLAT NO. 27 DESCRIBED AS BEGINNING AT THE SOUTHWEST CORNER, THENCE S 83-11-50 W 16.83 FT. THENCE N 26-48-10 W 10 FT. THENCE S 33-33-40 E 10 FT. TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION (AS SURVEYED):
 ALL OF LOTS 1, 2, 5, 6, AND 7 AND PART OF LOTS 3, 4, 8 AND 9 AND ALL OF VACATED BATES STREET (60 FEET WOOD LYING NORTH OF NORTH LINE) OF THE SOUTH 24 FEET OF SAID LOT 3, AS EXTENDED BY SCHLAACK SUBDIVISION AS RECORDED IN LIBER 8 OF PLATS, ON PAGE 48 OF THE OAKLAND COUNTY RECORDS AND ALL OF LOTS 12, 13, 14, 15 AND 19 AND PART OF LOTS 11 AND 10 OF ASSASSOR'S PLAT NO. 27 AS RECORDED IN LIBER 8 OF PLATS, ON PAGE 48 OF THE OAKLAND COUNTY RECORDS, ALL BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 25, TOWN 2 NORTH, RANGE 10 EAST, CITY OF BIRMINGHAM, OAKLAND COUNTY, MICHIGAN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 2, THENCE S 87°27'58" W 135.90 FEET TO THE WEST LINE OF WILLYS STREET (VARIALE WIDTH), 135.90 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1, THENCE N 20°21'57" W, ALONG THE EAST LINE OF BATES STREET 100 FEET WIDE 144.79 FEET, THENCE S 87°57'58" W, ALONG THE NORTH LINE OF THE SOUTH 24 FEET OF SAID LOT 8, AS EXTENDED 168.60 FEET TO A POINT ON THE WEST LINE OF SAID LOT 19, THENCE N 20°27'45" W, 21.87 FEET TO AN ANGLE POINT ON THE WEST LINE OF SAID LOT 19, THENCE N 19°22'07" W, 208.20 FEET TO THE NORTHEAST CORNER OF SAID LOT 19, THENCE N 79°30'07" W, 76.88 FEET TO AN ANGLE POINT ON THE NORTH LINE OF SAID LOT 19, THENCE N 19°22'07" W, 119.76 FEET TO THE NORTHEAST CORNER OF SAID LOT 19, ALSO BEING THE NORTHEAST CORNER OF BROOKSIDE HOMES CONDOMINIUM AS RECORDED IN LIBER 2007, PAGE 710, THENCE S 37°54'56" E, 217.23 FEET TO THE SOUTHWEST CORNER OF SAID BROOKSIDE HOMES CONDOMINIUM, THENCE N 87°12'27" E, 184.76 FEET TO THE SOUTHWEST CORNER OF SAID BROOKSIDE HOMES CONDOMINIUM, THENCE S 30°33'40" E, ALONG THE WESTERLY LINE OF OLD WOODWARD AVENUE (VARIALE WIDTH), 238.90 FEET TO THE NORTHEAST CORNER OF 327 NORTH OLD WOODWARD CONDOMINIUM AS RECORDED IN LIBER 1870, PAGE 107, THENCE N 10°11'00" W, 100.00 FEET TO THE POINT OF BEGINNING, ALSO THE WEST LINES OF SAID 327 NORTH OLD WOODWARD CONDOMINIUM (1) S 59°26'20" W, 217.53 FEET, (2) S 14°00'00" E, 4.0 FEET, (3) S 59°26'20" W, 0.39 FEET, AND (4) S 14°00'00" E, 171.28 FEET TO THE POINT OF BEGINNING.

SURVEY NOTES
 1. ALL ELEVATIONS ARE EXISTING ELEVATIONS ON BIRMINGHAM DATUM
 2. UTILITY LOCATIONS WERE OBTAINED FROM MUNICIPAL OFFICES AND RECORDS OF UTILITY COMPANIES, AND NO GUARANTEE CAN BE MADE TO THE COMPLETENESS OR ACCURACY OF LOCATION
 3. TITLE WORK HAS NOT BEEN PROVIDED TO THE SURVEYOR. THE LEGAL DESCRIPTION IS BASED UPON AVAILABLE COUNTY RECORDS OBTAINED BY SURVEYOR. ALSO THIS SURVEY MAY NOT SHOW ALL EASEMENTS OR RECORDS UNLESS AN UPDATED TITLE POLICY IS FURNISHED TO THE SURVEYOR BY THE OWNER.
 4. ALL BEARINGS ARE IN RELATION TO THE WEST LINE OF WOODWARD AVENUE (NOW KNOWN AS OLD WOODWARD AVENUE) AS SHOWN ON THE RECORDED PLAT OF "ASSASSOR'S PLAT NO. 27 AS RECORDED IN LIBER 8 OF PLATS, ON PAGE 48 OF THE OAKLAND COUNTY RECORDS." (53033-407).

SEWER STRUCTURE SCHEDULE

1. EX. COMBINATION MH RM 778.32 12' S INV. 770.85 21' W INV. 770.45	66. EX. CATCH BASIN RM 764.95 12' S INV. 770.85 12' NE INV. 768.95	67. EX. COMBINATION MH RM 779.51 12' S INV. 770.85 12' W INV. 768.95
2. EX. COMBINATION MH RM 778.12 10' S INV. 771.44 10' E INV. 771.49 12' NE INV. 771.99	68. EX. COMBINATION MH RM 777.91 12' S INV. 770.85 12' W INV. 767.47 12' E INV. 758.89 12' N INV. 767.30	69. EX. COMBINATION MH RM 778.71 12' S INV. 770.85 12' W INV. 767.26
3. EX. COMBINATION MH RM 777.08 12' S INV. 772.48 8' E INV. 772.56	70. EX. COMBINATION MH RM 778.05 15' W INV. 767.06 10' E INV. 765.15	71. EX. COMBINATION MH RM 778.24 12' S INV. 770.85 8' W INV. 770.91
4. EX. CATCH BASIN RM 758.85 8' S INV. 755.86	72. EX. COMBINATION MH RM 778.46 10' S INV. 770.85 10' E INV. 765.15	73. EX. COMBINATION MH RM 778.59 10' S INV. 770.85 12' W INV. 770.91
5. EX. COMBINATION MH RM 777.88 12' S INV. 773.13	74. EX. COMBINATION MH RM 778.59 10' S INV. 770.85 12' W INV. 770.91	75. EX. COMBINATION MH RM 778.59 10' S INV. 770.85 12' W INV. 770.91
6. EX. COMBINATION MH RM 767.69 12' S INV. 756.18	76. EX. COMBINATION MH RM 778.59 10' S INV. 770.85 12' W INV. 770.91	77. EX. COMBINATION MH RM 778.59 10' S INV. 770.85 12' W INV. 770.91
7. EX. COMBINATION MH RM 777.08 12' S INV. 772.48 8' E INV. 772.56	78. EX. COMBINATION MH RM 778.59 10' S INV. 770.85 12' W INV. 770.91	79. EX. COMBINATION MH RM 778.59 10' S INV. 770.85 12' W INV. 770.91
8. EX. COMBINATION MH RM 777.48 12' S INV. 753.56 12' S INV. 753.91 12' S INV. 753.91	80. EX. COMBINATION MH RM 778.59 10' S INV. 770.85 12' W INV. 770.91	81. EX. COMBINATION MH RM 778.59 10' S INV. 770.85 12' W INV. 770.91
9. EX. COMBINATION MH RM 777.48 12' S INV. 753.56 12' S INV. 753.91 12' S INV. 753.91	82. EX. COMBINATION MH RM 778.59 10' S INV. 770.85 12' W INV. 770.91	83. EX. COMBINATION MH RM 778.59 10' S INV. 770.85 12' W INV. 770.91
10. EX. COMBINATION MH RM 777.48 12' S INV. 753.56 12' S INV. 753.91 12' S INV. 753.91	84. EX. COMBINATION MH RM 778.59 10' S INV. 770.85 12' W INV. 770.91	85. EX. COMBINATION MH RM 778.59 10' S INV. 770.85 12' W INV. 770.91

CERTIFICATE OF SURVEY
 WE HEREBY CERTIFY THAT WE HAVE SURVEYED THE PROPERTY HEREIN DESCRIBED AND THAT WE HAVE PLACED MARKER IRONS AT THE CORNERS OF THE PARCEL OR AS INDICATED IN THE ABOVE SECTION

KEVIN NAVAROLI PLS NO. 53503 DATE: 6-17-2015

LEGEND

1. CATCH BASIN	2. SEWER MANHOLE	3. SANITARY SEWER MANHOLE	4. COMBINED SEWER MANHOLE	5. GAS MANHOLE	6. HYDRANT	7. WATER SHUT OFF	8. WELL	9. ELECTRIC MANHOLE	10. TELEPHONE MANHOLE	11. UTILITY POLE	12. GUY POLE	13. PUBLIC TELEPHONE	14. ELECTRIC METER	15. GAS METER	16. GAS METER	17. GAS METER	18. GAS METER	19. GAS METER	20. GAS METER	21. GAS METER	22. GAS METER	23. GAS METER	24. GAS METER	25. GAS METER	26. GAS METER	27. GAS METER	28. GAS METER	29. GAS METER	30. GAS METER	31. GAS METER	32. GAS METER	33. GAS METER	34. GAS METER	35. GAS METER	36. GAS METER	37. GAS METER	38. GAS METER	39. GAS METER	40. GAS METER	41. GAS METER	42. GAS METER	43. GAS METER	44. GAS METER	45. GAS METER	46. GAS METER	47. GAS METER	48. GAS METER	49. GAS METER	50. GAS METER	51. GAS METER	52. GAS METER	53. GAS METER	54. GAS METER	55. GAS METER	56. GAS METER	57. GAS METER	58. GAS METER	59. GAS METER	60. GAS METER	61. GAS METER	62. GAS METER	63. GAS METER	64. GAS METER	65. GAS METER	66. GAS METER	67. GAS METER	68. GAS METER	69. GAS METER	70. GAS METER	71. GAS METER	72. GAS METER	73. GAS METER	74. GAS METER	75. GAS METER	76. GAS METER	77. GAS METER	78. GAS METER	79. GAS METER	80. GAS METER	81. GAS METER	82. GAS METER	83. GAS METER	84. GAS METER	85. GAS METER	86. GAS METER	87. GAS METER	88. GAS METER	89. GAS METER	90. GAS METER	91. GAS METER	92. GAS METER	93. GAS METER	94. GAS METER	95. GAS METER	96. GAS METER	97. GAS METER	98. GAS METER	99. GAS METER	100. GAS METER
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UTILITY NOTE
 THE LOCATIONS AND ELEVATIONS OF SOME OF THE EXISTING UNDERGROUND UTILITIES AS SHOWN ON THE SURVEY DRAWINGS WERE OBTAINED FROM MUNICIPAL AND UTILITY COMPANY RECORDS AND MAPS. THEREFORE, NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION.

EXISTING PARKING SPACES:
 PARKING LOT 173
 GARAGE 576
 TOTAL 749

FLOOD HAZARD NOTE
 BY GRAPHIC FLOODING ONLY, A PORTION OF THE PROPERTY DESCRIBED ON THIS SURVEY LIES WITHIN A SPECIAL FLOOD HAZARD AREA AS DEFINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY. THE PROPERTY LIES WITHIN ZONE(S) AE & X OF THE FLOOD INSURANCE RATE MAP IDENTIFIED AS MAP NO. 201250337 BEARING AN EFFECTIVE DATE OF 9-29-2008.

REVISIONS
 06/11/2015 ISSUED PRELIMINARY SURVEY
 07/02/2015 ISSUED FINAL SURVEY

DRAWN BY:
 P. Peery

DESIGNED BY:
 P. Peery

APPROVED BY:
 B. Buchholz / K. Navaroli

DATE:
 07-02-15

SCALE:
 1" = 20'

NFE JOB NO. SHEET NO.
 1565 1

DOWNTOWN BIRMINGHAM 2016

*A Master Plan for the
City of Birmingham, Michigan*

1 November, 1996
FINAL REPORT
(REVISED)

RECOMMENDATIONS, APPENDICES & IMPLEMENTATION

Andres Duany and Elizabeth Plater-Zyberk
Architects and Town Planners

Gibbs Planning Group, Inc.
Town Planning, Landscape Architecture, Retail Consulting

Glattig Jackson Kercher Anlin Lopez Rinehart
Community Planning and Traffic Engineering

The Green Group, Inc.
Market Research

Mckenna Associates, Inc.
Community Planning and Urban Design

- Appendices G – 1 and G – 6.
- Illus. 54 and 55.

**SPECIFIC PROJECT 6:
THE WILLITS BLOCK**

Finding: The superblock behind the North Woodward Garage has development potential.

Discussion: Behind the North Woodward Garage is a large site overlooking the Rouge River Park that is now used as a surface parking lot. It has the potential for expanding the existing parking deck by a contiguous addition (avoiding the need for additional ramps). But it is too beautiful a site, facing the park as it does, to reserve entirely for parking.

The site could be edged with apartments or townhouses facing the park, facing the Baptist Church, and facing Willits Street, masking the parking deck in the process. This housing could be built before the parking expansion, because the Woodward Garage is under-utilized.

The street formed by the new housing would be an extension of Bates Street and would continue on to Old Woodward by occupying the deck's north-side service road. The sale of these edge parcels for housing would create a one-time fund for the City (perhaps to be used for the Shain Park and Martin Street Specific Projects.)

Recommendation: Sell the edges of the Willits site, perhaps no deeper than 30 feet, to a housing developer, and retain the rest for the parking deck expansion. When sold for development, this special project has the potential of raising a substantial one-time revenue for the City.

References:

- Precedent: Some successful and very shallow townhouses screening parking decks at Mizner Place, Boca Raton, Florida.
- Appendices G – 1 and G - 7.
- Illus. 56.



Illus. 56. The City-owned parking lot at Willits is an excellent site for housing and for additional parking as an extension to the existing parking deck.

**SPECIFIC PROJECT 7:
PIERCE STREET GARAGE**

Finding: The Pierce Street Garage creates awkward, under-utilized residual spaces.

Discussion: Two of the residual spaces around the Pierce Street Garage are landscaped as mini-parks, which are redundant given the proximity of Shain Park. A third residual space is an unnecessarily large and duplicative access driveway system. Its three existing driveways could be consolidated into a single system passing underneath a new building. Each of the three residual spaces is large enough to contain an infill building (contiguous with the deck's walls), with first-floor retail and upper-floor apartments.

Recommendation: Sell or lease these three valuable parcels of urban land for development, thereby masking the deck and completing a retail loop. This specific project could create an ongoing source of revenue for the City.

References: This has never been done as a redevelopment project before.

- Appendices G – 1 and G – 8.
- Illus. 57, 58, and 59.

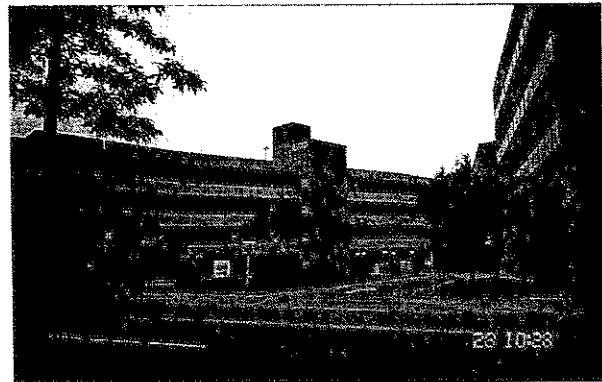
**SPECIFIC PROJECT 8:
MAPLE GATEWAY**

Finding: One of the main entrances to Birmingham's CBD is on Maple Road and Hunter Boulevard, which is currently flanked by two gasoline stations.

Discussion: As a site for a more urban building, the lot north of Maple is too small to contain its own on-site parking, but the Park Street Garage is near enough to fulfill the need. The site to the south is substantially larger. It is adequate, not only for a habitable building, but for a substantial parking deck. The portions of these sites' buildings which front Maple as a pair could form a significant gateway to downtown. Each building should be designed with reference to the other: they should share a similar height, massing and, as much as possible, architectural syntax.



Illus. 57. Residual areas around the Pierce Street Garage are opportunities for installing liner buildings.

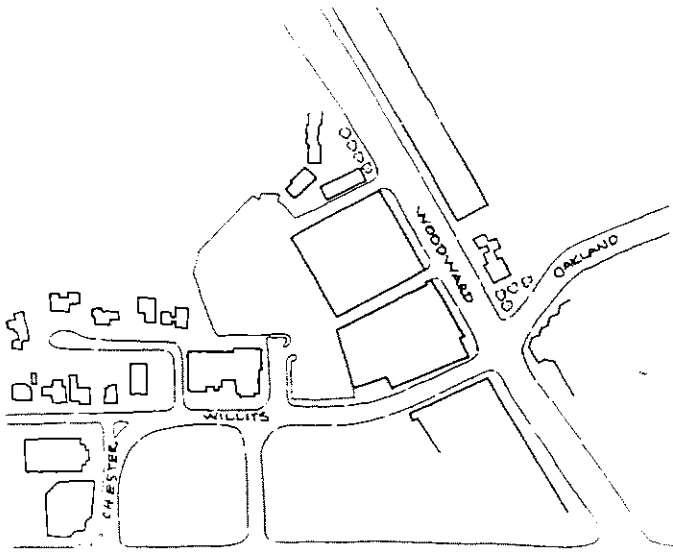


Illus. 58. There are gaps around the Pierce Street garage that commend themselves as excellent building sites.

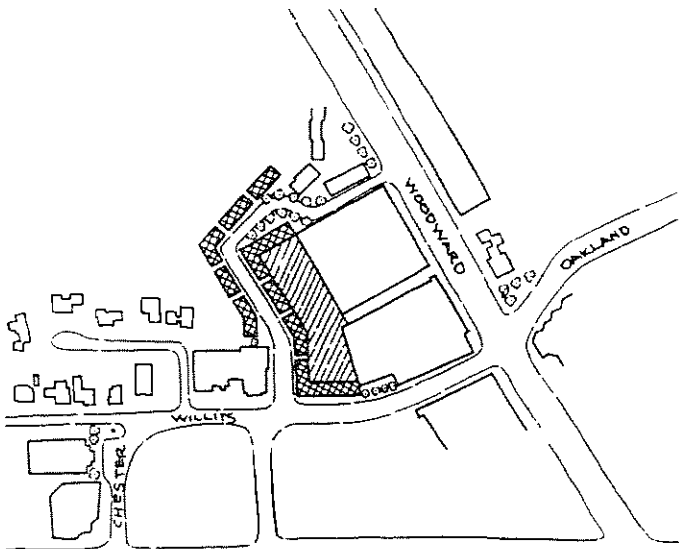


Illus. 59. This type of glass storefront may be used to mask the Pierce Street Garage, although a multi-story mixed-use building would do better.

SPECIFIC PROJECT 6: WILLITS BLOCK



Plan of Existing Conditions



Plan of Proposed Modifications

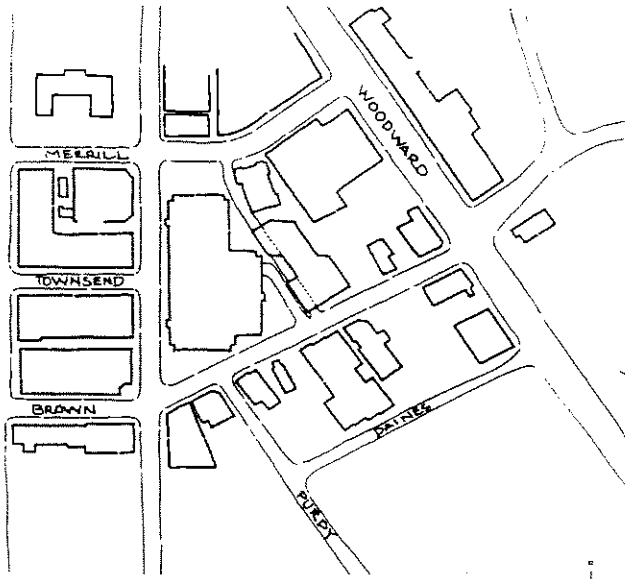


Parking Deck

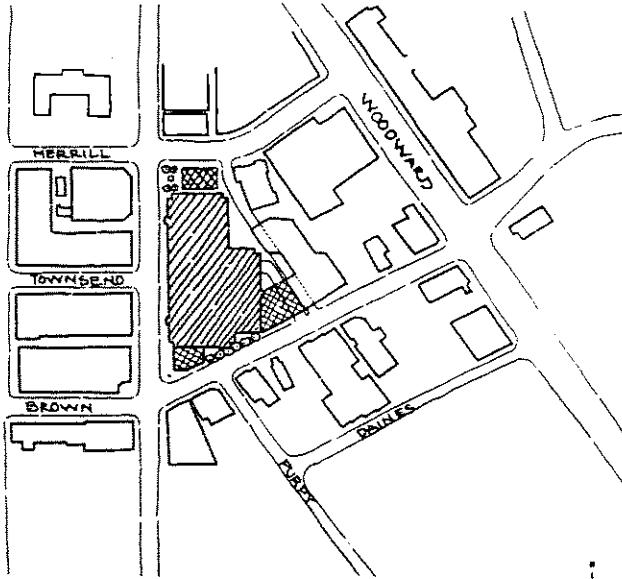


Residential Liner Building

SPECIFIC PROJECT 7: PIERCE STREET PARKING DECK



Plan of Existing Conditions



Plan of Proposed Modifications



Parking Deck



Mixed-Use Liner Building

MEMORANDUM

SUBJECT



PAGE 1

525 Avis Drive, Suite 1
Ann Arbor, MI 48108

DATE: October 4, 2013
TO: Paul O'Meara
COMPANY: City of Birmingham

Office: 734.663.1070
Fax: 734.663.1717
www.walkerparking.com

ADDRESS:

CITY/STATE:

CC:

HARD COPY TO FOLLOW: No

FROM: Mike Johnson

PROJECT NAME: Pierce St. Vertical Expansion Feasibility Study

PROJECT NUMBER: 20-1405.00

SUBJECT: Summary of Results

Overview

The City of Birmingham has requested that Walker provide a concept level feasibility study of the possibility of adding two (2) floors to the Pierce Street Parking Structure. This would increase the parking capacity of the structure from approximately 720 spaces today to approximately 1000 spaces, for a net gain of approximately 280 spaces. Walker had reviewed this question for the City in 1999 and, as construction costs, condition of the structure and building design codes have all changed significantly in the intervening 14 years, we have provided this brief summary to provide more current information.

The proposed expansion would add two (2) floors to the structure. Pierce Street was originally designed for this loading, and we have reviewed the current codes to obtain an indication of how they might affect the feasibility of the project. We see no reason that the project would incur any major costs for structural upgrades or reinforcing under current codes. This conclusion is based on a similar review that Walker did for this structure in 1999, with updates related to current design codes. This is not a substitute for a thorough analysis of the structure that would be required if the project moves forward, but is a good general indicator that structural remediation (if any) will not be extensive or costly. We are able to offer this due to our previous experience with this structure and suggest it may remove some uncertainty from your review process.

Construction Cost

We have attached an opinion of probable cost for the project based on experience with recent bids for new construction projects supplemented by our judgment regarding the project conditions. We expect the base construction cost for the project to be on the order of \$7.2 million, or approximately \$26,000 per parking space. After allowing what we consider to be conservative allowances for contingency, design, testing and other soft costs, we suggest that a total project budget of \$9.0 million, or \$32,000 per space, is reasonable.

MEMORANDUM

SUBJECT



PAGE 2

Life Cycle Costs – Repair & Maintenance

Due to the age of the structure, there will be some concern that the City is investing in a project that will have a shortened life and a shorter payback period. This concern is realistic considering the existing structure is 45 years of age. On the other hand, Birmingham has always made an effort to maintain facilities in good condition and has been more aggressive in maintenance work than many owners. We have suggested a 30 - 35 year life cycle as reasonable to evaluate this project.

We have provided projections for future maintenance of the original portion of the structure as part of this study for your consideration. This projection is based on our experience with this facility in major repair projects in 2002/2003 and 2011/2012, and assumptions regarding the acceleration of maintenance costs with age. Overall, our assumption for future maintenance is that with the continuation of regular repair and preventative maintenance projects on a 7 year cycle, the general template of patching repairs can be continued over the next 28 years, with the total life of the facility extending 30 – 35 years.

The projections of future costs assume that select system replacement and upgrade work will be done to the original structure at the same time the vertical expansion is constructed, including replacement of the original drainage pipes and installation of an upgraded (current code compliant) vehicle barrier/pedestrian guard at the edges of the interior ramped bays. We have also assumed that light fixture replacement will be required in both the original structure and the vertical expansion structure approximately 20 years in the future. Beyond this, we have not accounted for discretionary system replacement such as elevator replacement or Parking Access and Revenue Control (PARCs) system replacement.

Opinion of Probable Cost Pierce Street Parking Structure Vertical Expansion Birmingham, Michigan

3-Oct-13

20-1405.00.00

Horizontal Dimensions: 340 ft x 210 f			
Standard Stall Dimensions: Per existing	GROSS AREA		CARS (#)
	GRADE (sf)	SUPPORTED (sf)	
VERTICAL ADDITION 1		51,000	140
VERTICAL ADDITION NEW ROOF		51,000	140
	ON GRADE	0	
TOTALS	SUPPORTED	102,000	
	COMBINED	102,000	280
SQUARE FEET PER CAR: GROSS sf/car			364
SUPPORTED CARS=			280

TOTAL SQUARE FEET (GROSS) 102,000

ITEM	DESCRIPTION	UNIT	TYPICAL COST/UNIT	QUANTITY	COST	\$/SF	REMARKS
1	DEMOLITION & PREP - Stair & elevator tops	EA	\$35,000.00	3	\$ 105,000	\$1.03	
2	COLUMN CONNECTIONS AT ROOF	EA	\$500.00	56	\$ 28,000	\$0.27	
3	COULMNS - FORM & PLACE	EA	\$3,200.00	56	\$ 179,200	\$1.76	\$1000/cy
4	FLOOR SLAB	SF	\$35.00	102,000	\$ 3,570,000	\$35.00	Note 5
5	EXTEND STAIR/ELEV TOWERS	SF	\$300.00	2,200	\$ 660,000	\$6.47	Note 1
6	SPANDREL / BUMPER WALL	LF	\$300.00	2,100	\$ 630,000	\$6.18	Note 3
7	EXPANSION JOINTS	LF	\$100.00	450	\$ 45,000	\$0.44	
8	SEALANTS AND CAULK	SF	\$0.50	102,000	\$ 51,000	\$0.50	
9	STRIPING	SF	\$0.10	102,000	\$ 10,200	\$0.10	
10	ELECTRICAL	SF	\$3.00	102,000	\$ 306,000	\$3.00	
11	PLUMBING	SF	\$1.00	102,000	\$ 102,000	\$1.00	Note 2
12	STANDPIPES	SF	\$0.75	102,000	\$ 76,500	\$0.75	
13	REINFORCE STAIR FOOTINGS	EA	\$35,000.00	3	\$ 105,000	\$1.03	
14	INTERIOR METAL GUARDRAILS	LF	\$100.00	600	\$ 60,000	\$0.59	
15	ELEV. EQUIP. RELOCATION	EA	\$75,000.00	2	\$ 150,000	\$1.47	
16	Subtotal Trades				\$ 6,077,900		
17							
18	GENERAL CONDITONS & SITE CONTROLS		10.00%		\$ 607,790		
19	OVERHEAD AND PROFIT		8.00%		\$ 486,232		
	TOTAL CONST.				\$ 7,171,922	\$70.31	
	CONTINGENCY		10%		\$ 717,192	\$7.03	
	ENG & TESTING		15%		\$ 1,075,788		Note 4
	BUDGET				\$ 8,964,903	\$87.89	
	CONST. COST PER CAR			280	\$ 25,614	\$/CAR	
	TOTAL W/ CONT. & ENG			280	\$ 32,018	\$/CAR	

NOTES

- 1 Extend stair/elev 2 floors, plus roof
- 2 Drain replacments for existing deck included in maintenance estimate
- 3 Allowance - Existing exterior is complicated to replicate.
- 4 Allowance used for budgeting only. Includes construction phase testing & inspection.
- 5 This unit cost has been validated by two major SE Michigan Contractors

Pierce Street Parking Structure - Expansion and Maintenance Costs

	Year 1	Year 7	Year 14	Year 21	Year 28	Year 35
			New Addition Construction			
Construction of New 2 Level Vertical Addition	\$ 9,000,000					
		Addition Repair and Maintenance				
Concrete and Waterproofing Maintenance	\$ -	\$ 107,000	\$ 160,000	\$ 214,000	\$ 321,000	\$ -
Lighting Fixture Replacement (2 addition levels)				\$ 102,000		
		Original Structure Repair and Maintenance				
Concrete and Waterproofing Maintenance	\$ 2,710,000	\$ 2,981,000	\$ 3,388,000	\$ 3,930,000	\$ 4,336,000	\$ -
Drainage System Replacement (original structure)	\$ 186,000					
Interior Ramp Bays - Barrier/Guard Upgrade	\$ 288,000					
Lighting Fixture Replacement (original structure)				\$ 307,000		
Demolition and New Deck Construction						
Subtotal	\$ 3,184,000	\$ 2,981,000	\$ 3,388,000	\$ 4,237,000	\$ 4,336,000	\$ -
GRAND TOTAL	\$ 12,184,000	\$ 3,088,000	\$ 3,548,000	\$ 4,553,000	\$ 4,657,000	\$ -

ALL COSTS ARE IN 2013 DOLLARS

FEASIBILITY STUDY

PIERCE STREET PARKING FACILITY EXPANSION

BIRMINGHAM, MICHIGAN

Prepared for:
CITY OF BIRMINGHAM

February 1, 1999

Mr. Dennis Dembiec, P.E.
Director of Public Works
City of Birmingham
151 Martin St.
Birmingham, MI 48009

Re: Pierce Street Parking Facility Expansion.
Project No: 4412.00

Dear Dennis:

Thank you for the opportunity to assist you with the review and evaluation of a possible expansion of the Park Street Parking Facility. We have included our structural evaluation as well as the cost and financial comparisons you requested. We would be pleased to discuss any of the issues raised in this report further if you require. Please call if you have any questions.

We are pleased to be of service to the City of Birmingham and look forward to assisting you in the future.

Sincerely,
Walker Parking Consultants/Engineers Inc.

Michael E. Johnson, P.E.
Manager

CITY OF BIRMINGHAM

PIERCE STREET PARKING FACILITY EXPANSION – FEASIBILITY STUDY

Project No. 12-4412.00

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CITY OF BIRMINGHAM

PIERCE STREET PARKING FACILITY EXPANSION – FEASIBILITY STUDY
Project No. 12-4412.00

ATTACHMENTS

- Expansion Cost
- Projected Maintenance Expenses
- Financial Analysis
- Brown Street Exit Plan

CITY OF BIRMINGHAM

PIERCE STREET PARKING FACILITY EXPANSION – FEASIBILITY STUDY

Project No. 12-4412.00

SUMMARY

The City of Birmingham has requested that Walker Parking Consultants evaluate the structural design and cost issues related to the addition of two levels of additional parking to the Pierce Street Parking Facility. We have completed this review and present our findings in this report. The discussion and financial estimates address three basic issues:

- The structural feasibility of expanding the parking facility with similar construction. This would increase the parking capacity from 720 spaces to approximately 1000 spaces.
- The expected construction costs of the expansion and the expected maintenance costs for the entire facility.
- A financial comparison of the alternatives including maintaining the structure at its current capacity, expanding as noted above and, as a point of reference, a comparison to replacement costs for a new structure.

Any decision regarding the future of this facility will depend on the cost information provided as well as many planning issues that are not addressed in this review. This report is provided to assess the financial aspects of the expansion. The City of Birmingham will need to address the parking demand, traffic and target service areas for this expansion independently.

An increase of this size will affect the required entry/exit capacity for the facility. As it will be difficult to add capacity at the Pierce St. entry/exit, we have suggested a conceptual plan for an increase in the number of entry and exit lanes for the Brown St. side of the facility. Actual needs for this location may vary, but the suggested layout demonstrates the feasibility of adding two (2) equipment lanes to the three (3) that are present now. This will be sufficient for the proposed project.

In general, we find that the facility is in good condition for its age and that the Pierce Street Parking Structure will continue to provide cost effective parking for a 25 to 30 year period. We have assumed a 25 year planning period for this analysis. The financial analysis indicates that the expansion option will require a considerably higher annual expected expense due to the need to amortize the construction costs over a fairly short time frame, but this is still favorable when compared to the replacement costs of the same amount of parking. The City may explore other alternatives but, if the parking demand in this location should increase or otherwise justify the project, we suggest that the expansion option does provide a realistic development alternative.

CITY OF BIRMINGHAM

PIERCE STREET PARKING FACILITY EXPANSION – FEASIBILITY STUDY

Project No. 12-4412.00

STRUCTURAL SUMMARY

The purpose of this analysis was to assess the feasibility of a vertical expansion of the structure based on the structural capacity of the original design. In order to assess the overall feasibility without the need for an exhaustive analysis of every component, we performed a computerized structural analysis of selected representative frames and column lines. In our judgement and experience, these will be the controlling factors in design. Due to the amount of repetition and similarity in the original design, we have a high level of confidence that this approach provides a good review of the overall feasibility. While there may be some issues that become apparent if the project proceeds, we find that the expansion is feasible from a structural point of view. There do not appear to be any major non-compliant items that will significantly increase the cost of the proposed project. We do find selected items where some structural reinforcing may be required and have allowed for those modifications in the cost estimate.

The facility is a five level cast in place concrete structure with a 12.5 inch thick “two way flat slab” concrete floor slab. The floor design supports gravity loads, and concentrated “strips” of reinforcing along the column lines also act as part of the lateral loads (wind) resisting frames. The original design code required that wind be considered in design but recent versions of the BOCA code also require that basic seismic loads also be addressed. Our analysis considered the current seismic loads required by BOCA 1996.

For efficiency, Walker analyzed a typical east/west frame of the parking structure consisting of two columns and the affected portion of the floor. As there are six columns in each north/south frame line and the loads are similar, we did not conduct an analysis of this frame direction for the parking structure. We also performed analysis of the stair/elevator tower in both the east/west and north/south direction. Since the framing in the two other stair towers is similar, we have used our analysis of the stair/elevator as representative.

Some specific observations follow:

For the parking structure, the currently required seismic loadings are 2 to 2.5 times greater than the original wind loads. Despite this increase, we find that the typical columns and floor strips are only loaded to approximately 60% to 70% of their theoretical capacity.

We suspect that the additional capacity is due to the use of conservative design methods that were in practice at the time the structure was built. This result does not consider the effects of corrosion or deterioration of the reinforcing for the last 30 years. Since the structure has been maintained fairly well and there is adequate margin in the results, we do not see the need for the expense of a physical inspection of the reinforcing for a more exact evaluation at this time. Some inspections may be prudent if and when the design of the expansion takes place.

The results for the stair/elevator tower are similar. The columns have considerable additional capacity and the beams that participate in the lateral load system have 10% to 20% more strength than required for current load requirements. Because of the lighter floor system in the stair, the seismic loads are proportionately smaller and the wind condition still controls the design.

CITY OF BIRMINGHAM

PIERCE STREET PARKING FACILITY EXPANSION – FEASIBILITY STUDY

Project No. 12-4412.00

We have identified certain portions of the foundations where calculated loads exceed the design capacity by some amount. For the typical footing under gravity loads only (self weight plus live loads), the soil pressure is approximately 95% of the capacity stated on the original drawings. This is adequate and complies with the code requirements.

For the wind load condition, we find that the typical footing soil pressure is 3% over allowable and consider this negligible.

For the seismic loads, we find that the soil pressure is approximately 12% over allowable based on a linear analysis of the soil pressure at the extreme edge of the footing. We consider this an acceptable situation for the extreme, short-term earthquake loading. Factors of safety for actual soil capacity are typically in the range of 2 to 2.5. As a result, the 12% excess is a small portion of the actual capacity of the soil. In addition, the original design specifications required test drilling every foundation location before construction, and there are no signs of settlement or movement of the structure after 30 years. This gives added credibility to the soil capacity listed in the specifications and reduces any concern about the slight overstress for this extreme condition.

We did identify one area of concern where calculated loads are above acceptable levels by approximately 25%. There are several footings near the stairs that support both parking deck columns and stair columns. This condition produces loads that are offset from the center of the footing and produces pressures at one edge of the footing that are much higher than desired. In this case, we recommend that the situation be corrected as part of the expansion project. This can be done by excavating and extending the footing, or tying it to an adjacent footing to distribute the load. We have not identified a specific repair, but have allowed for this effort in the cost estimate.

For reference, our review of code requirements included a check for strength as well as selected detailing requirements for main members per the standards in effect for new construction. BOCA 1996 (p. 1614.2) requires that an existing structure comply with the current design code if an addition will increase the loads on the structure by more than 5%. We conducted our review according to loads specified in the BOCA 1996 standard and evaluated structural capacity in accordance with the American Concrete Institute ACI 318/95, the structural design code in effect at this time. As this structure is in an area of low seismic risk, the special seismic detailing requirements of ACI 318/95 (Chapter 21) do not apply. With minor exceptions, the column and slab details meet the standard provisions of ACI. These issues relate to detailing and construction practice and are not expected to affect the strength of the structure.

CITY OF BIRMINGHAM

PIERCE STREET PARKING FACILITY EXPANSION – FEASIBILITY STUDY

Project No. 12-4412.00

COST ESTIMATES

Construction Cost

Walker's opinion of probable construction cost is included with the attachments. Our approach has been to use typical industry expenses for major items and adjust the expected prices for factors that will affect the project. Some of these include the level of difficulty working near existing facilities and the relatively small size of the project compared to the fixed contractor costs for mobilization and management of the project. Our assumptions are as follows:

Costs are in 1998 dollars. The City may apply escalation factors depending on the year the work is proposed.

We do not have design specifications or details for the three elevators, nor have we conducted an inspection of their condition. These are the sheave type with hoists located in a penthouse at the top of the towers. They will need to be removed, stored and reinstalled at the new top level. We have included an allowance for equipment relocation but we suggest the City of Birmingham independently check this allowance with the elevator service contractor you currently employ. We have provided an estimate for the costs of the physical extension of the shaft and stairs.

Costs are based on expansion of the facility with architectural details and type of construction similar to the existing.

We have not allowed for any other improvements to the structure, graphics, lighting or other features that the City may consider in the future. The proposed expansion will probably require that the City increase the capacity of the Brown St. entry/exit area and we have attached a plan of one possible approach.

Maintenance Costs

We have provided maintenance cost estimates based on industry norms and our experience with this structure. The existing structure is 30 years old and will have higher maintenance costs than a new facility. We have attempted to provide a comparison that will allow the City to evaluate the investment for the proposed vertical expansion.

The City of Birmingham typically maintains its parking system in better condition than industry average but we suggest that, even with an aggressive maintenance program, the economic life span of the existing structure cannot be expected to be more than an additional 25 to 30 years. We have used 25 years in this analysis and have assumed that the structure will be abandoned at the end of that period.

The average repair cycle (time between significant restoration projects) for the industry is approximately 7 years depending on the type of client and age and use of the facility. Since the City maintains a high standard for the condition of its facilities, maintenance cycles are more on the order of 4 to 5 years. Our cost estimates are based more on the industry average period and are meant only to provide a general indicator over time. Actual work at the structure may occur more or less frequently, as conditions require.

CITY OF BIRMINGHAM

PIERCE STREET PARKING FACILITY EXPANSION – FEASIBILITY STUDY

Project No. 12-4412.00

FINANCIAL ANALYSIS

The attached table summarizes several alternatives according to both net present value of the investment and an equivalent annual expense over the expected life of the structure. To help review this information, we have provided these estimates both in terms of total costs and on a “per parking space” basis. The options included are:

Status Quo: Maintain the structure at its current capacity. This provides approximately 720 parking spaces for an assumed service life of 25 years.

Expansion: Add two levels to the existing facility. This will increase the capacity to approximately 1000 spaces. The expected service life of this option is also approximately 25 years based on the condition of the existing portion of the structure.

Replacement: For comparison, we have also listed the expected costs to replace the existing structure with a new facility. We do not suggest that this is a realistic possibility in the short term, but the annual costs for this option may be an interesting benchmark for the proposed expansion. With current practices, the expected life of a new facility will be on the order of 50 years, and the annual maintenance costs will be significantly lower than for the proposed expansion. For this option to be meaningful, the City of Birmingham must either demolish the existing structure or replace it in a different location. Since we have little information regarding land costs in Birmingham, we have presented the option as if the existing structure were to be demolished. We have allowed for \$350,000 for this item and shown it as part of the initial cost. If the City prefers to consider replacement at a different location, this cost item can be factored based on the expected cost of the land required.

Assumptions

Most significantly, we have assumed the economic life span of the structure can be extended for an additional 25 years. This time period is somewhat longer than industry averages for a facility of this period and would result in a 55 year total life span. We have taken this approach for several reasons. The structure is in generally good condition, having been maintained well for the last 10 to 12 years. In addition, the City of Birmingham has adopted a regular and thorough maintenance program for all of the existing parking facilities.

We feel that this policy will allow repair of the inevitable problems before maintenance costs become extreme. We have also assumed that, if the City pursues this option, the level of regular maintenance will be increased to protect the investment in the new portion of the structure. This would entail traffic coating for the entire structure and an increased level of repair and maintenance. We have allowed for the probable costs of this effort in our analysis.

We have also considered a difference in the escalation rate of construction costs and the rate of return used to evaluate the present value of different options. The rate of escalation of construction costs for restoration and maintenance has been significantly lower than the general rate of inflation for the last 5 to 10 years. This is due to increased competition and changes in the technology of producing and installing the materials used for this industry. In addition, the discount rate for alternative investments or use of City funds may be significantly higher than the change in the Consumer Price Index. We have attempted to allow for this difference in the

CITY OF BIRMINGHAM

PIERCE STREET PARKING FACILITY EXPANSION – FEASIBILITY STUDY

Project No. 12-4412.00

attached table. Any estimate will be subject to discussion on these issues, and we have provided the specific factors for your information. The City's experience may indicate that slight adjustments are reasonable. For the purposes of this analysis, we have assumed the escalation rate for construction repairs to be 3.0% annually. We have assumed the discount rate, or cost of financing, to be on the order of 7%. For your reference, we have also provided a similar analysis assuming a discount rate of 5%.

Our review is intended to provide cost information related to construction and repair options for the facility and an overall financial comparison of these options as they appear at this time. While we cannot anticipate every eventuality, change in usage, or level of maintenance in the future, these estimates do provide reasonable comparisons for your use in the decision process at this time.

We have included initial construction costs and maintenance/repair costs in this analysis. Operating costs and expected revenue will also differ slightly and should be considered in the evaluation.

**City of Birmingham
Pierce Street Parking Facility Vertical Expansion**

Probable Construction Cost

30-Jan-99

TOTAL SQUARE FOOTAGE						102,000
ITEM	DESCRIPTION	UNIT	TYPICAL COST/UNIT	QUANTITY	COST	REMARKS
1	DEMOLITION & PREP	EA	\$40,000.00	1	\$40,000.00	Stair & wall
1	COLUMN CONNECTIONS AT ROOF	EA	\$300.00	56	\$16,800.00	
2	COULMNS - FORM & PLACE	EA	\$1,200.00	56	\$67,200.00	\$400/cy
3	FLOOR SLAB	SF	\$20.00	102,000	\$2,040,000.00	
4	SPANDREL / BUMPER WALL	LF	\$80.00	2,100	\$168,000.00	
5	EXPANSION JOINTS	LF	\$100.00	450	\$45,000.00	
6	SEALANTS AND CAULK	SF	\$0.50	102,000	\$51,000.00	
7	STRIPING	SF	\$0.04	102,000	\$4,080.00	
8	SIGNAGE	SF	\$0.20	306,000	\$61,200.00	Note 1
9	ELECTRICAL	SF	\$1.75	102,000	\$178,500.00	
10	PLUMBING	SF	\$0.50	102,000	\$51,000.00	
11	REINFORCE STAIR FOOTINGS	EA	\$10,000.00	3	\$30,000.00	
12	INTERIOR METAL GUARDRAILS	LF	\$60.00	600	\$36,000.00	
13	STAIR/ELEVATOR TOWERS	SF	\$150.00	1,575	\$236,250.00	Note 2
14	ELEV. EQUIP. RELOCATION	EA	\$20,000.00	3	\$60,000.00	Note 3
15	PARKING & REVENUE CONTROL	LS	\$200,000.00	1	\$200,000.00	Note 4
	GENERAL CONDITIONS	LS	10%	1	\$328,503.00	
						SQ. FT. Costs
Construction Cost / Space		\$12,905.48	SUBTOTAL		\$3,613,533.00	\$35.43
			CONTINGENCY	10%	\$361,353.30	
			ENG & TESTING	15%	\$542,029.95	
			TOTAL		\$4,516,916.25	\$44.28
				CARS =	280	\$16,132 \$/CAR

NOTES

1. Allownce for industry typical graphics for entire structure. Owner may elect more elaborate signage.
2. Includes 2 floors plus penthouse at each of 3 stairs for total of 1575 sf.
3. Estimated cost for removal, temporary storage and reinstallation of elevator hoist equipment. Does not allow for upgrades. Elevator allowance assumes equipment is originally designed for vertical expansion similar to the parking structure.
4. See report. We have included an allowance for additional exit lanes
5. Unless specifically noted, costs represent the cost related to the additional floors. It is assumed that capacity of electrical, and plumbing is adequate for the expansion

City of Birmingham
Pierce Street Parking Facility Maintenance Projections

30-Jan-99

CURRENT CAPACITY

720 SPACES

Year				96/97	2003	2010	2017
Description	Units	Base Quantity	Unit Price	Quantity/ Cost	Quantity/ Cost	Quantity/ Cost	Quantity/ Cost
Concrete Overlay Repair	SF	85000		7700 \$77,000	15000 \$150,000	30000 \$300,000	30000 \$300,000
Structural Floor	SF	204000	\$25.00	500 \$12,500	1500 \$37,500	3000 \$75,000	6000 \$150,000
Ceiling & Overhead	SF	204000	\$60.00	1350 \$81,000	2000 \$120,000	2500 \$150,000	3000 \$180,000
Columns, walls, other structural concrete	N/A	N/A	N/A	\$13,600	\$15,000	\$20,000	\$25,000
Masonry and Stairs	N/A	N/A	N/A	25,950	\$10,000	\$10,000	\$10,000
Expansion Joints	LF	900	N/A	\$47,100	\$50,000	\$60,000	\$70,000
Cracks & Sealant	LF	N/A	\$3.00	8,434 \$25,302	5000 \$15,000	5000 \$15,000	5000 \$15,000
New Deck Coating	SF	N/A	\$3.00	26200 \$78,600	52000 \$156,000	0 \$0	0 \$0
Repair Deck Coating	SF	N/A	\$4.00	4975 \$19,900	6000 \$24,000	7500 \$30,000	9000 \$36,000
Recoat Deck Coating	SF	N/A	\$1.50	117,200 \$175,800	117,200 \$175,800	204,000 \$306,000	204,000 \$306,000
Penetrating Sealer	SF	N/A	\$0.40	52000 \$20,800	0 \$0	0 \$0	0 \$0
Miscellaneous	N/A	N/A		\$13,397	\$15,000	\$20,000	\$25,000
Totals Per Repair Cycle				\$577,552	\$753,300	\$966,000	\$1,092,000
Annual Total				\$82,507	\$107,614	\$138,000	\$156,000
Annual Total per Parking Space				\$115	\$149	\$192	\$217
Annual Total per Square Foot				0.40	0.53	0.68	0.76

Proposed Addition Maintenance Costs

Number of Spaces	280	Total Area	102000
Annual Total per Square Foot			\$0.10 \$0.15 \$0.25
Annual Total per Parking Space			\$36 \$55 \$91
Annual Total			\$10,200 \$15,300 \$25,500

Grand Average Maintenance Costs

Number of Spaces	1000	Total Area	306000
Annual Total per Square Foot			\$0.39 \$0.50 \$0.59
Annual Total per Parking Space			\$118 \$153 \$182
Annual Total			\$117,814 \$153,300 \$181,500

Notes

1. Equipment costs (elevator maintenance, revenue control obsolescence) not included
2. All costs in 1998 dollars
3. 96/97 year prices are industry averages and do not match actual bids for the work. Included for reference only
4. Maintenance costs for slab on grade level assumed to be negligible. Floor areas only include supported floors.
 Resulting total represents entire parking facility within the limits of the accuracy of the estimate.

**City of Birmingham
Pierce Street Parking Facility - Financial Analysis**

DISCOUNT RATE

7%

30-Jan-99

EXPANSION OPTION						
	1-Jan-99	1-Jan-03	1-Jan-10	1-Jan-17	1-Jan-25	
Initial Costs (2 levels)	\$4,517,000	\$0	\$0	\$0	\$0	\$0
Expected Maintenance	\$0	\$929,990	\$1,480,740	\$2,162,400	\$2,162,400	\$0
Subtotal	\$4,517,000	\$929,990	\$1,480,740	\$2,162,400	\$2,162,400	\$0
Financial Summary			TOTAL COST		COST PER SPACE	
Net Present Value	SPACES	1,000	\$6,568,635		\$6,569	
Annulaized Costs	YEARS	25	\$563,658		\$564	

STATUS QUO						
	1-Jan-99	1-Jan-03	1-Jan-10	1-Jan-17	1-Jan-25	
Initial Costs	\$0	\$0	\$0	\$0	\$0	\$0
Expected Maintenance	\$0	\$929,990	\$1,480,740	\$2,162,400	\$2,162,400	\$0
Subtotal	\$0	\$929,990	\$1,480,740	\$2,162,400	\$2,162,400	\$0
Financial Summary			TOTAL COST		COST PER SPACE	
Net Present Value	SPACES	720	\$2,051,635		\$2,849	
Annulaized Costs	YEARS	25	\$176,052		\$245	

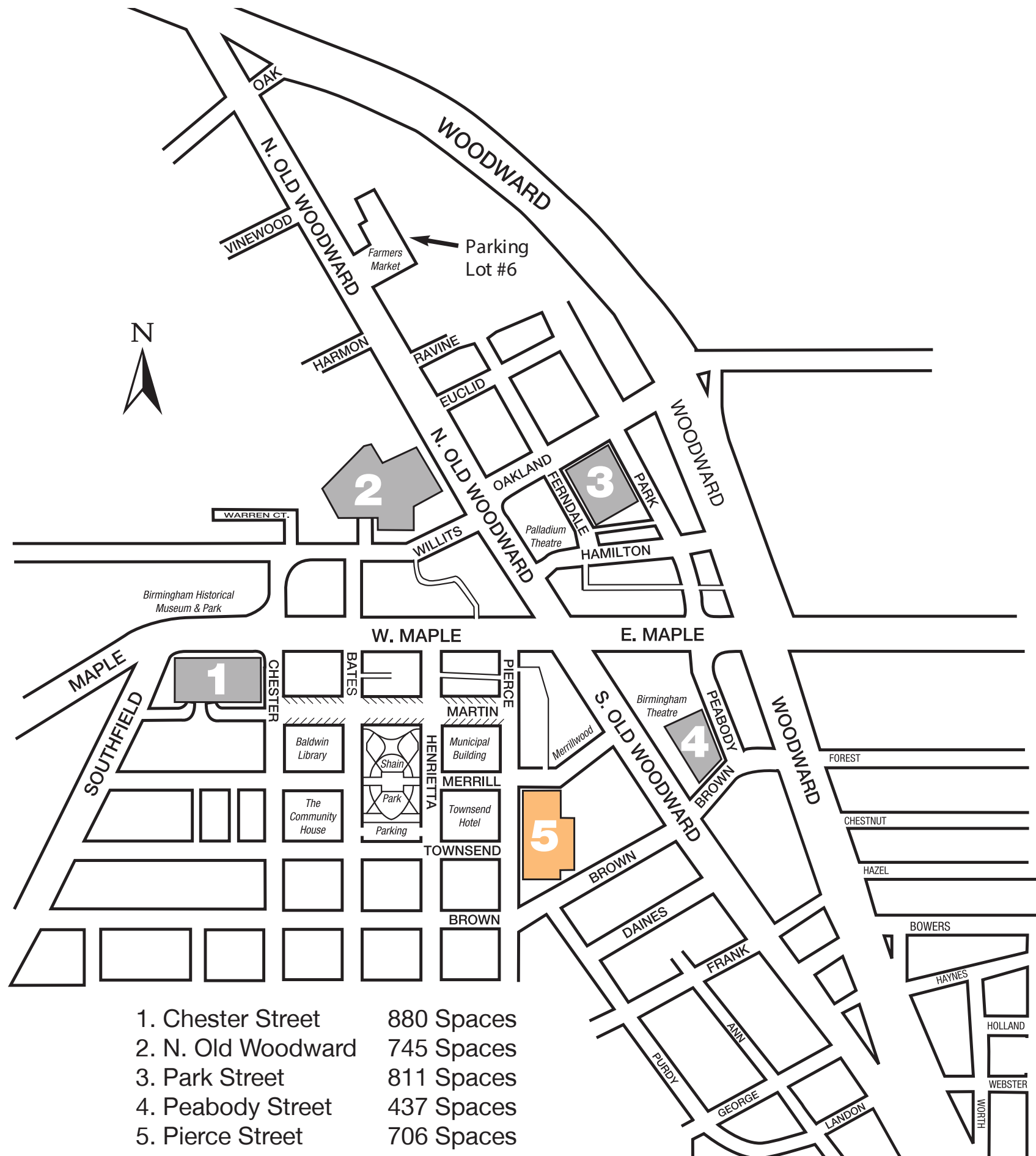
REPLACEMENT FACILITY						
	1-Jan-99	1-Jan-03	1-Jan-10	1-Jan-17	1-Jan-25	
Initial Costs	\$7,350,000	\$0	\$0	\$0	\$0	\$0
Expected Maintenance	\$0	\$27,685	\$50,715	\$83,300	\$83,300	\$0
Subtotal	\$7,350,000	\$27,685	\$50,715	\$83,300	\$83,300	\$0
Financial Summary			TOTAL COST		COST PER SPACE	
Net Present Value	SPACES	700	\$7,419,820		\$10,600	
	COST/CAR *	\$10,500				
Annulaized Costs	YEARS	50	\$537,639		\$768	

* Includes \$350,000 allowance for demolition of existing structure



PIERCE PARKING DECK EXPANSION STUDY

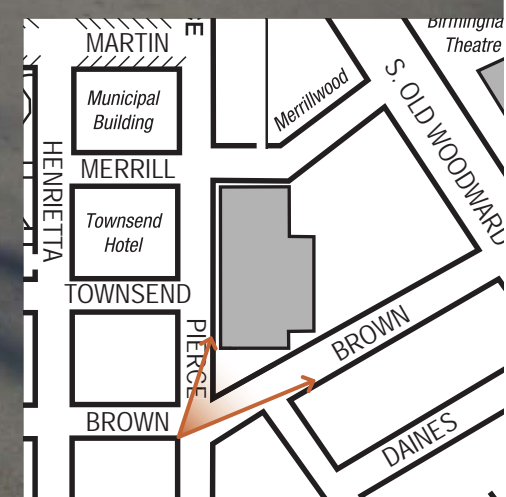
JANUARY 12, 2015



- | | |
|--------------------|------------|
| 1. Chester Street | 880 Spaces |
| 2. N. Old Woodward | 745 Spaces |
| 3. Park Street | 811 Spaces |
| 4. Peabody Street | 437 Spaces |
| 5. Pierce Street | 706 Spaces |

Site Context Plan
Scale: NTS





Existing View: East at Pierce & Brown

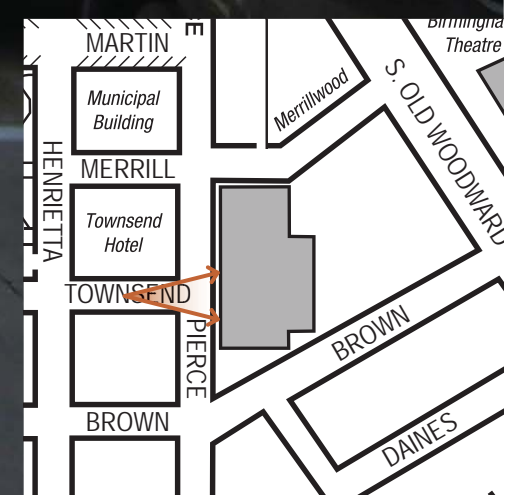


Proposed View: East at Pierce & Brown

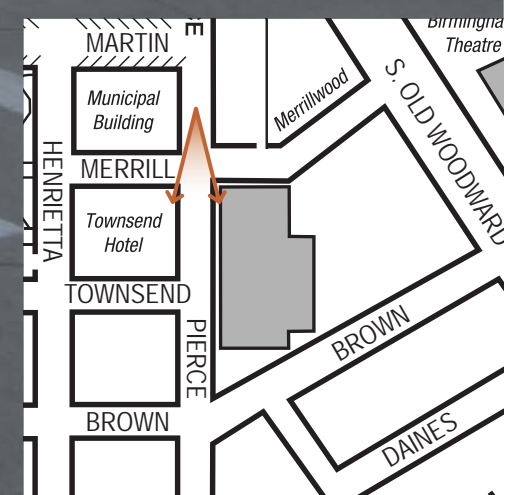
PIERCE PARKING DECK EXPANSION
BIRMINGHAM, MICHIGAN
JANUARY 12, 2015



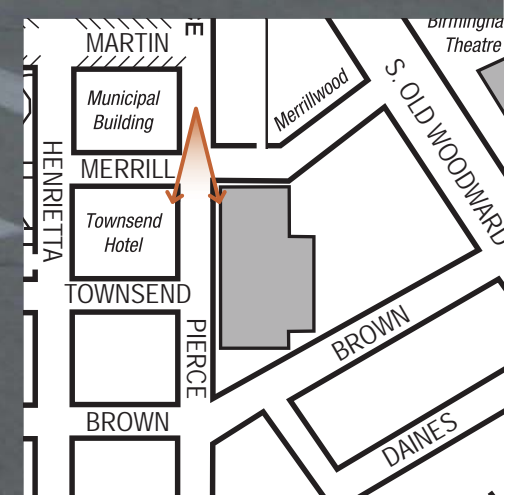
Existing View: East at Townsend Street



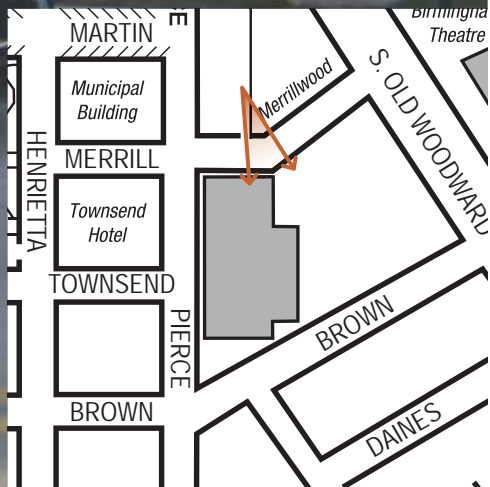
Proposed View: East at Townsend Street



Existing View: South at Pierce Street

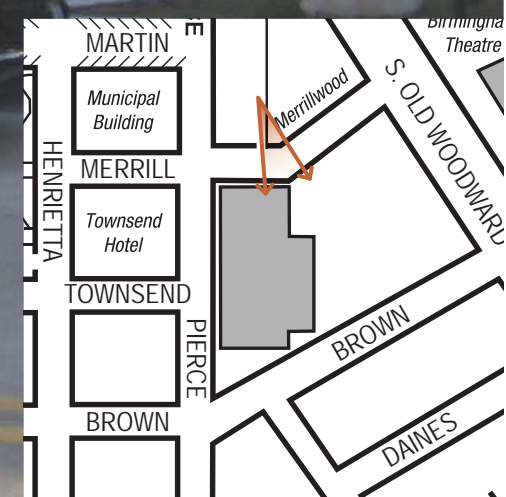


Proposed View: South at Pierce Street



Existing View: South at Merrill Street

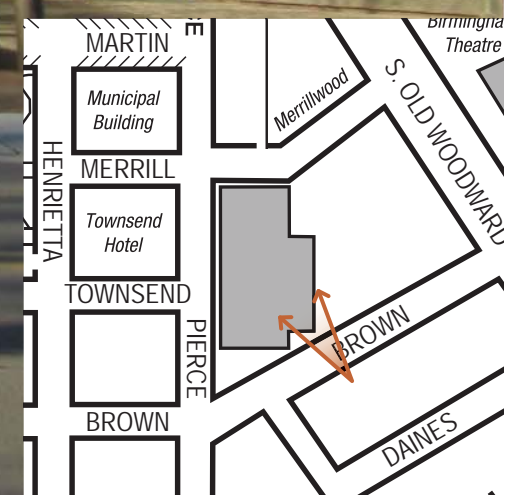
PIERCE PARKING DECK EXPANSION
BIRMINGHAM, MICHIGAN
JANUARY 12, 2015



Proposed View: South at Merrill Street

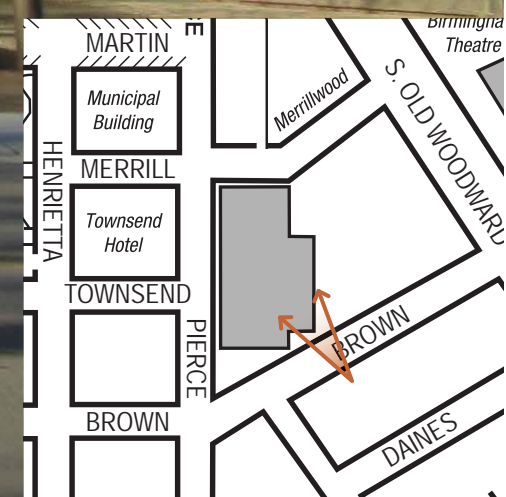


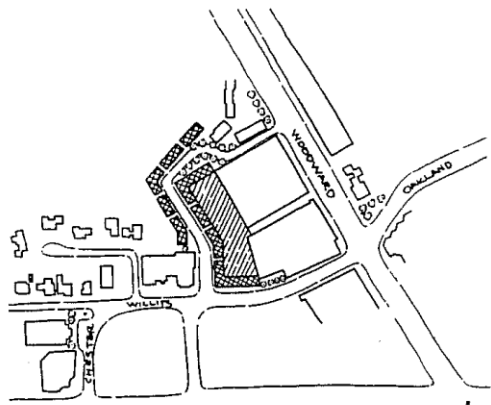
Existing View: South Entry at Brown Street





Proposed View: South Entry at Brown Street

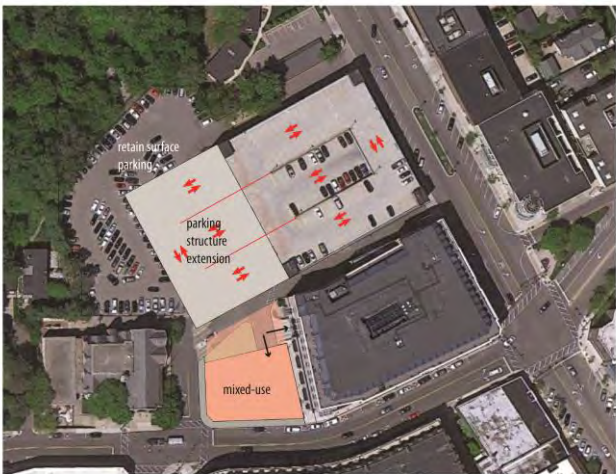




Plan of Proposed Modifications



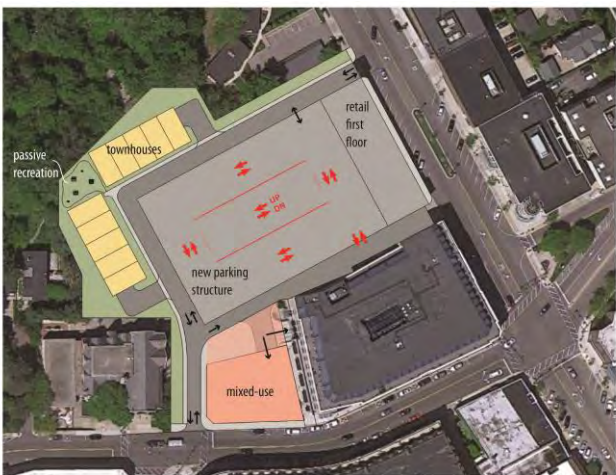
Alternative 1 - Willits/Old Woodward - City of Birmingham Parking Study



Alternative 2 - Willits/Old Woodward - City of Birmingham Parking Study



Alternative 3 - Willits/Old Woodward - City of Birmingham Parking Study



Alternative 4 - Willits/Old Woodward - City of Birmingham Parking Study

Planned Future Use

Plan Recommendation: Sell the edges of the Willits site, perhaps no deeper than 30 feet, to a housing developer, and retain the rest for the parking deck expansion. When sold for development, this special project has the potential of raising a substantial one-time revenue for the City. Source: Downtown Birmingham 2016

Alternative 1- Deck expansion with through road access under level one and two, new townhomes and mixed use development.

Additional Parking: Approximately **230** additional deck spaces, totaling **786** spaces (compared to 556 deck spaces today) **42** surface lot spaces (compared to 154).

Residential Development: Townhomes and a mixed use development are shown.

Commercial Development: Commercial development to be located in new mixed use building

Estimated Cost*: \$8,550,000 (including full façade renovation for existing structure)

Through Road Access: Yes

Alternative 2- Deck expansion, mixed use construction

Additional Parking: Approximately **325** additional deck spaces, totaling **881** in the garage, plus **99** surface lot.

Residential Development: Limited. In the mixed use development only.

Commercial Development: in the mixed use development.

Estimated Cost*: \$9,600,000 (including full façade renovation for existing structure)

Through Road Access: No

Alternative 3- New deck, retail and max residential.

Additional Parking: Approximately **58** additional deck spaces, totaling **608** in the garage. No Surface parking.

Residential Development: Townhomes and a mixed use development are shown.

Commercial Development: First level retail in the deck along Old Woodward and within the mixed use building.

Estimated Cost*: \$13,475,000 (incl. demolition of existing structure)

Through Road Access: Yes

Alternative 4- New deck, first floor retail, limited housing

Additional Parking: Approximately **361** additional spaces, totaling **911** in the garage. No Surface parking.

Residential Development: Limited. Townhomes and a mixed use development are shown.

Commercial Development: First level retail in the deck along Old Woodward and within the mixed use building

Estimated Cost*: \$19,625,000 (incl. demolition of existing structure)

Through Road Access: Yes

*Cost estimates provided by Carl Walker Inc. are in 2015 dollars and Based on a general evaluation and comparison to costs for similar structures.

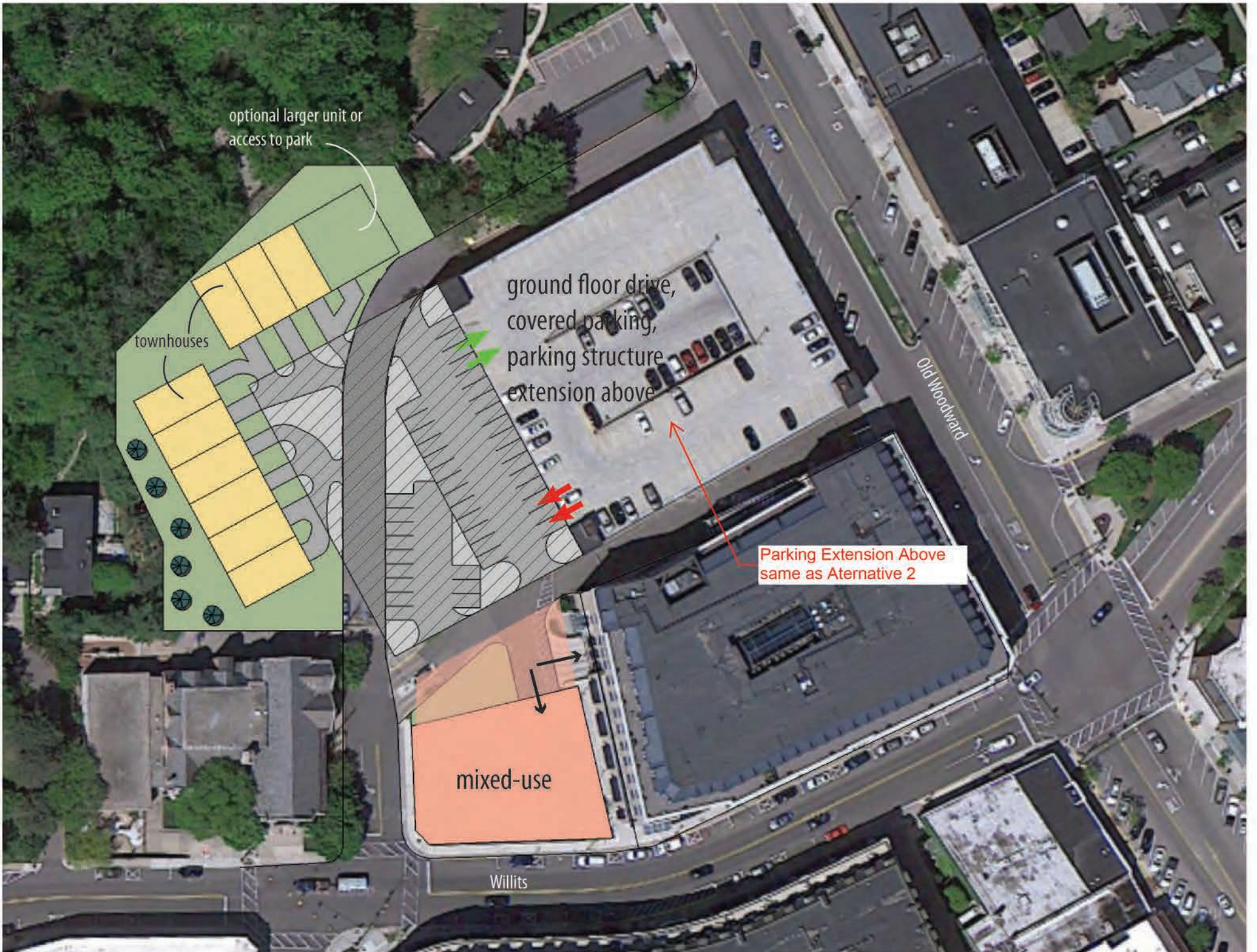
N. OLD WOODWARD AVE. PARKING STRUCTURE & LOT
(PARKING LOT #5)

PRELIMINARY USAGE STUDY (JANUARY, 2015)
SUMMARY OF OPTIONS

ALT. #	DESCRIPTION	PARKING SPACE NET GAIN	CONSTR. COST (PARKING ONLY) (millions)	COST PER NEW SPACE	COST PER TOTAL SPACE	COMM. SPACE WILLITS (SOLD) (GROSS SQ.FT.)	RETAIL SPACE OLD WWD. (LEASE) (GROSS SQ.FT.)	COMM. SPACE OLD WWD. (SOLD) (GROSS SQ.FT.)	TOWN-HOUSES (SOLD) (UNITS)
1	Expand three levels of parking over new Bates St.	48	\$6.85	\$143,000	\$8,700	39,000	0	0	8 – 10
2	Expand five levels of parking over existing parking lot #5.	242	\$8.00	\$33,000	\$8,200	39,000	0	0	0
3	New parking structure, new Bates St. adjacent, commercial and residential adjacent.	-130	\$13.5	N.A.	\$22,200	39,000	7,500	14,400	20
4	New parking structure (larger), new Bates St. adjacent, retail adjacent.	173	\$19.6	\$113,000	\$21,500	39,000	12,400	0	8 - 10

NOTES:

- Existing facility has 738 parking spaces total, including 556 in the structure, and 182 in the parking lot).
- All Bates St. extension alternates require acquisition of some additional right-of-way from property to north.
- Alley south of parking structure (all alternates) would remain a service area for the adjacent existing building and new building. Public access to or out of parking structure is likely not practical.
- Sharp 90° turn of new Bates St. (Alts. 3 & 4) may not be appropriate for full service City street. The bend could be softened by extending the road under the building for a short section.
- Costs include new parking, aesthetic upgrade and relamping of existing (where applicable), demolition (where applicable). Contingencies, design, legal, road construction not included.
- Square footage for Willits St. building assumes one floor retail, two floors office (fourth floor residential use not included). Space in basement also available for limited number of private parking spaces.
- The City cannot currently sell this land. The references to selling property assumes that a ballot question allowing this possibility is passed.



optional larger unit or access to park

townhouses

ground floor drive, covered parking, parking structure extension above

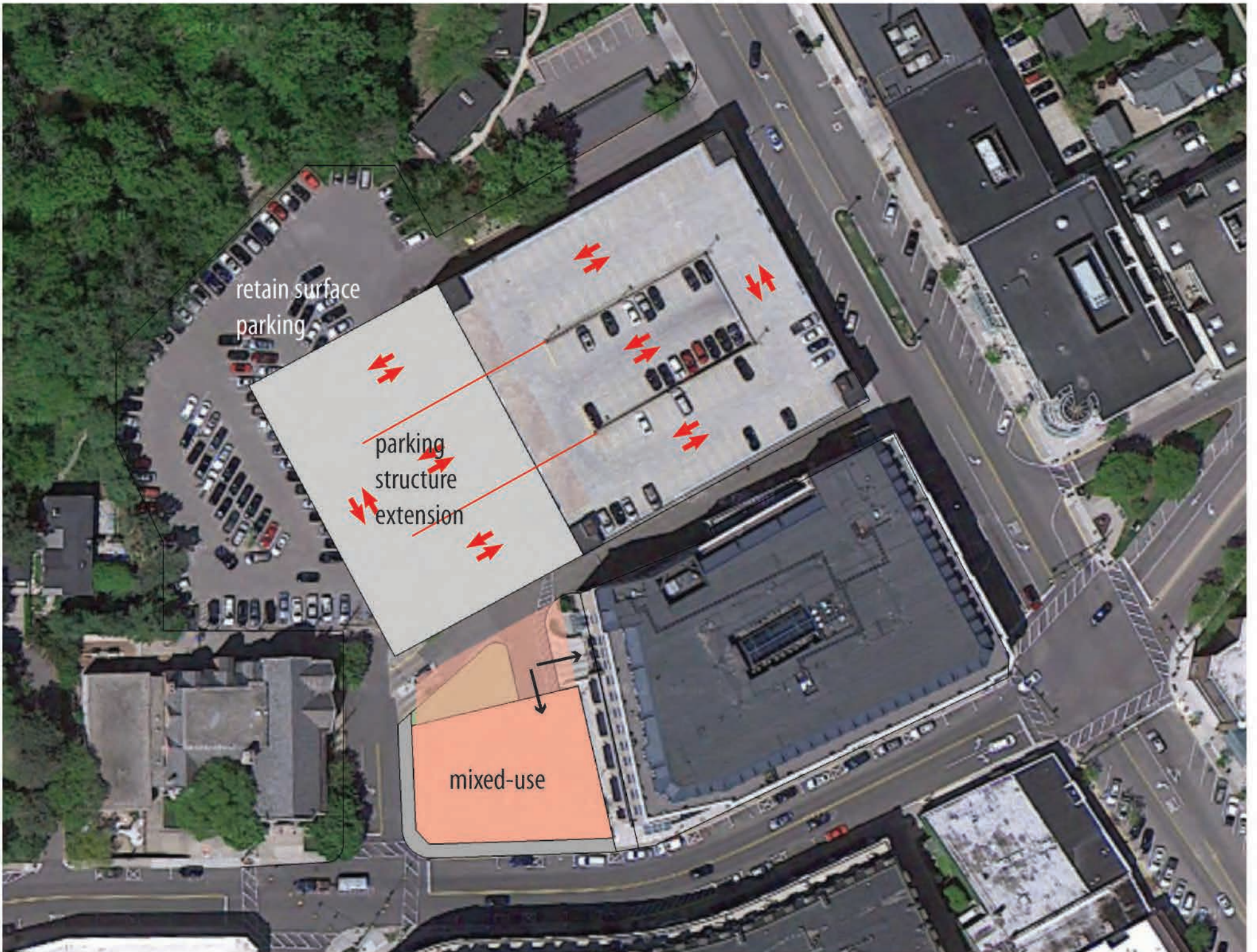
Parking Extension Above same as Alternative 2

mixed-use

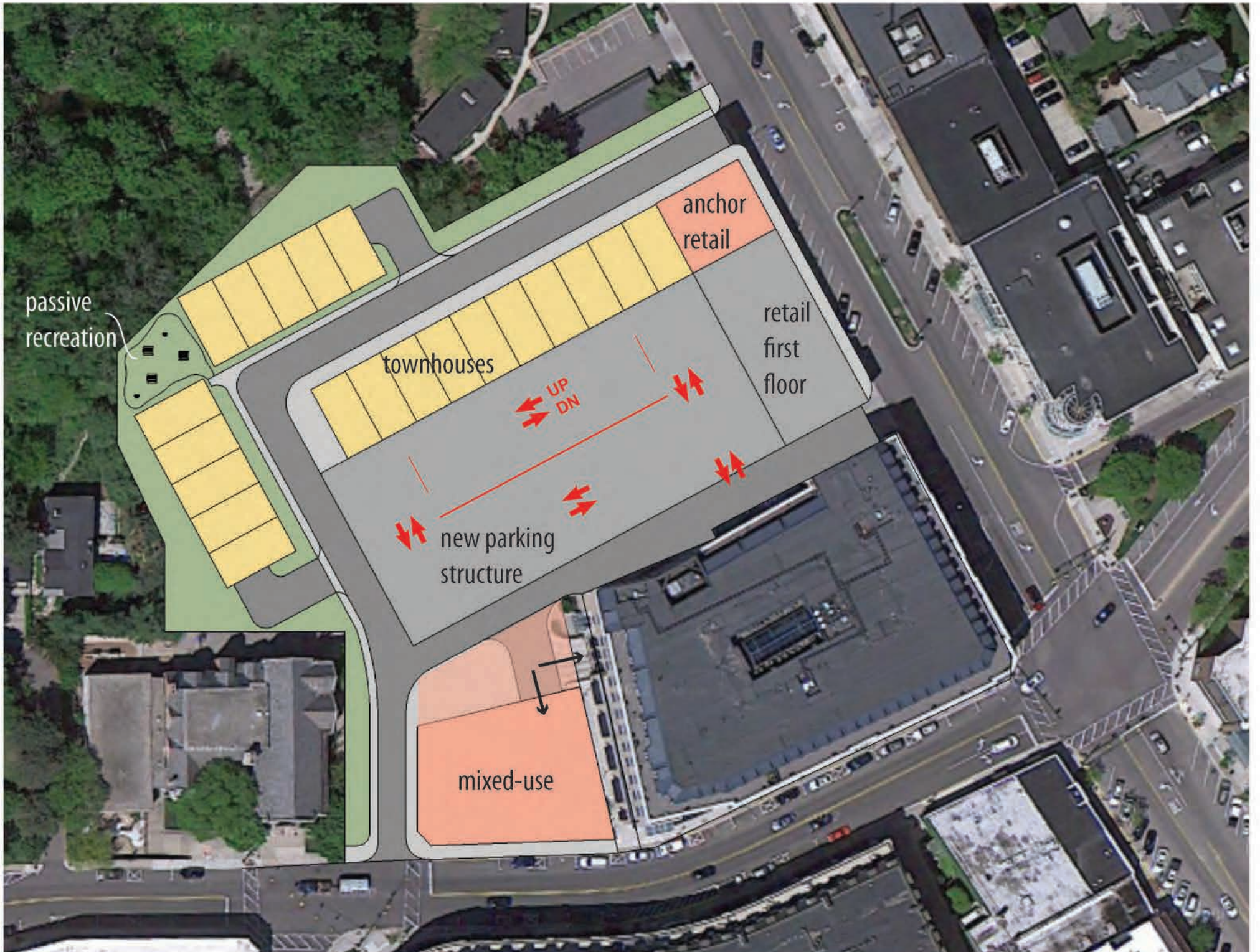
Willits

Old Woodward

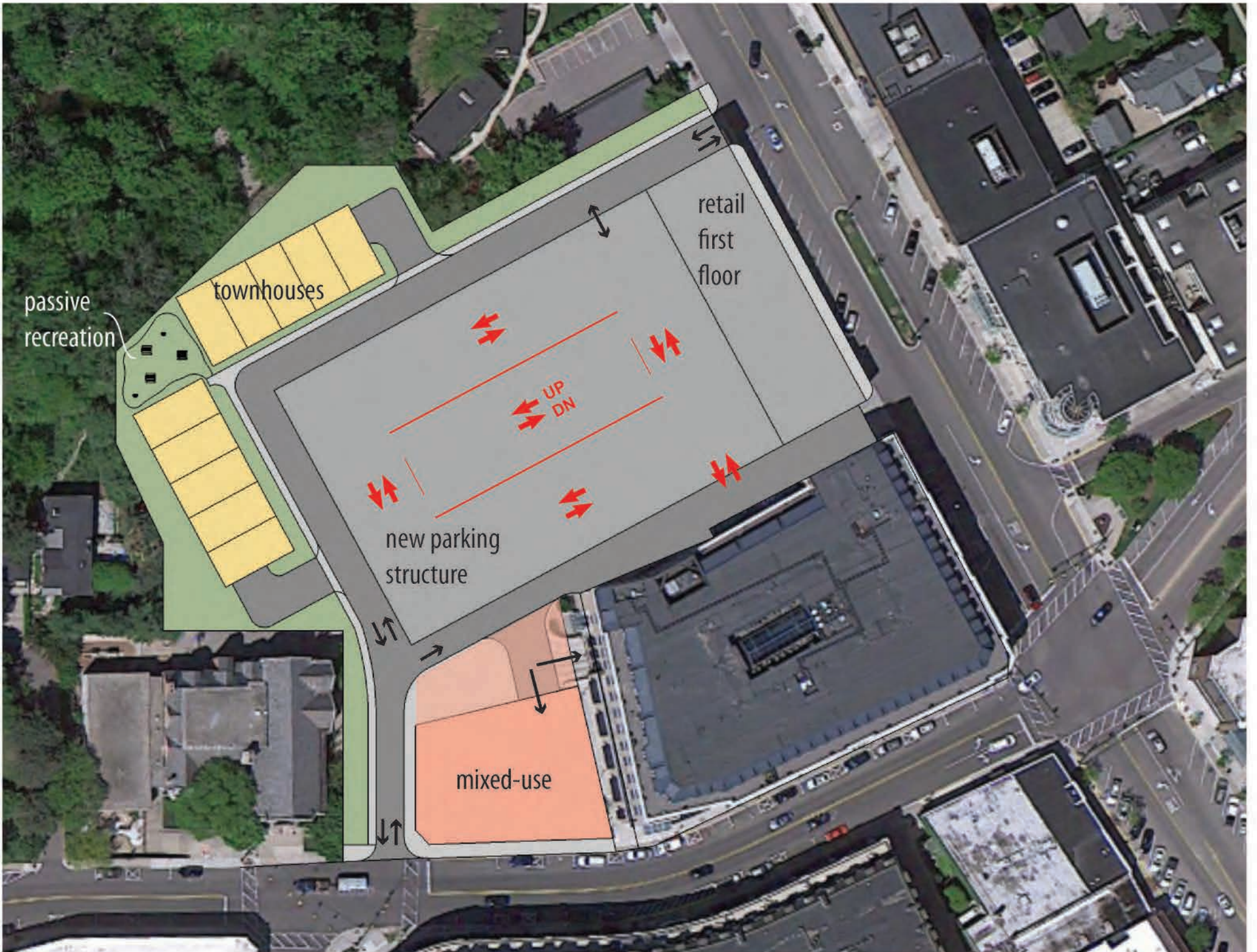
Alternative 1 - Willits/Old Woodward - City of Birmingham Parking Study



Alternative 2 - Willits/Old Woodward - City of Birmingham Parking Study

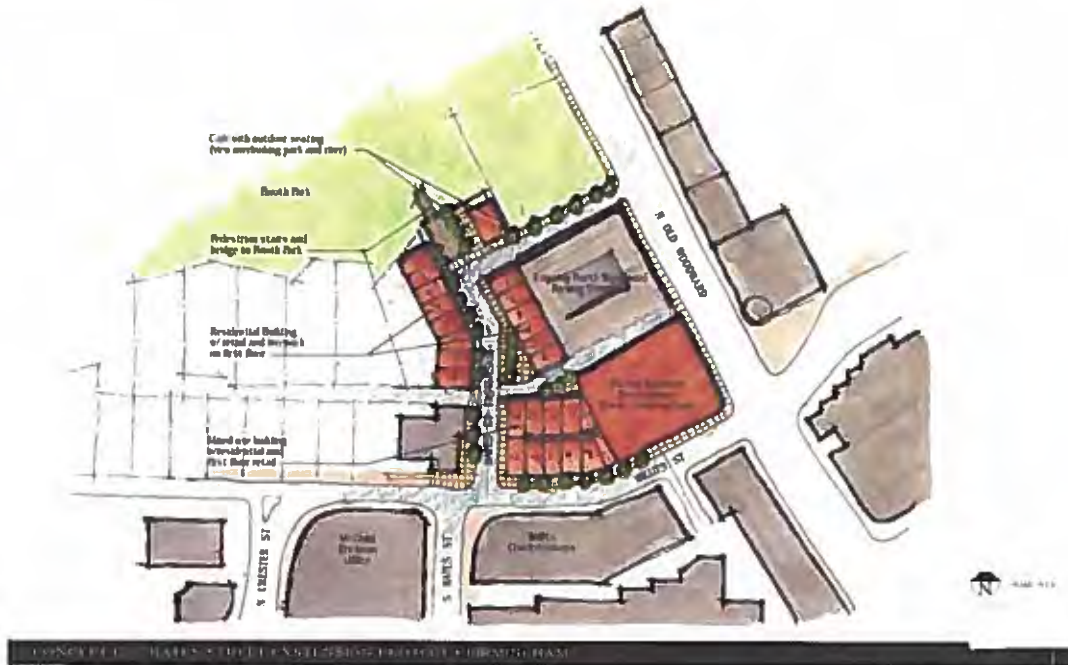


Alternative 3 - Willits/Old Woodward - City of Birmingham Parking Study



Alternative 4 - Willits/Old Woodward - City of Birmingham Parking Study

Additional Conceptual Illustrations of Development Area (cont.)



EVALUATION FORM
 REQUEST FOR PROPOSALS REVIEW

Name of Firm _____ BIRMINGHAM PARKING SYSTEM
 EXPANSION/RENOVATION PROJECTS

CRITERIA	SCORE
1. Team's experience with similar projects, particularly those that involved a civic space and/or those that involved urban environments. <i>How well does Team's work reflect the issues that were key on the projects that they illustrate for THOSE projects? How well do they adapt to their clients? (Project examples are valuable even though they may or may not work well in context for Birmingham.) Does the Team have experience in urban space aesthetics, as well as parking structure experience?</i>	_____ (0-30)
2. Experience of project principals that will conduct the project. <i>Do the Principals that will guide your project have the background that will be required to do this project and to perform as a team leader of a multi-disciplined project? (Consider design experience, community relations, budget control and scope creep.)</i>	_____ (0-25)
3. The Team's approach to the parking structure projects, or others that will guide the Team in the project. <i>What is important to the Team in their work, how will they implement these ideas to reflect the character of Birmingham and the goals for the project? Are they adaptable or rigid?</i>	_____ (0-20)
4. Approach to community input and demonstrated ability of the Team staff to work with diverse groups on similar projects. <i>Do any projects on their resume show a level of public involvement similar to what will be required here?</i>	_____ (0-15)
5. Subjective: <i>Did candidate submit a complete package for the RFP?</i> _____ <i>What is the overall quality of the submission?</i> _____ <i>Overall impression of the submission?</i> _____ _____ _____	_____ (0-10)
TOTAL	_____ (0-100)

EVALUATION FORM (October 12, 2015)
ARCHITECT/PAARKING CONSULTANT FIRM INTERVIEW

Name of Firm _____ **BIRMINGHAM PARKING SYSTEM
EXPANSION/RENOVATION PROJECTS**

CRITERIA	SCORE
<p>1. Architect's experience with similar projects, particularly those that involved a parking structure and/or those that involved urban environments.</p> <p><i>How well does Architect's work reflect the issues that were key on the projects that they illustrate for THOSE projects? How well do they adapt to their clients? (Project examples are valuable even though they may or may not work well in context for Birmingham.)</i></p>	<p>_____</p> <p>(0-15)</p>
<p>2. Experience of project principals that will be assigned to the project, including architect, urban design professional, and parking consultant engineer.</p> <p><i>Do the Principals that will guide your project have the background that will be required to do this project? (Consider design experience, community relations, budget control and scope creep.)</i></p>	<p>_____</p> <p>(0-20)</p>
<p>3. The Architect's approach to these projects, or other principles that will guide the Architect in the project.</p> <p><i>What is important to the designer in their work, how will they implement the project? Are they adaptable or rigid?</i></p>	<p>_____</p> <p>(0-15)</p>
<p>4. Approach to community input and demonstrated ability of the Architect's staff to work with diverse groups on similar projects.</p> <p><i>How do they organize these? How do they approach conflicting demands? Do you like them???</i></p>	<p>_____</p> <p>(0-10)</p>
<p>5. Criteria specific to this assignment.</p> <p><i>Does the Architect understand the goal of helping direct the Committee to better determine the scope of the two projects, and how best to organize the next step to see those goals realized?</i></p>	<p>_____</p> <p>(0-20)</p>
<p>6. Professional Fees</p> <p><i>Is the total level of effort appropriate? Is their fee quote generally consistent with the other? (The fee breakdown by task is not important and was requested primarily to indicate general understanding of where the major tasks will be.)</i></p>	<p>_____</p> <p>(0-20)</p>
<p>TOTAL</p>	<p>_____</p> <p>(0-100)</p>



Kahn



Proposal for Parking Development Consulting Services for
**THE CITY OF BIRMINGHAM DOWNTOWN
PARKING SYSTEM EXPANSION PROJECTS**

Prospect No. 32324

September 30, 2015



September 30, 2015

City of Birmingham
Attention: Ms. Laura Pierce, City Clerk
151 Martin Street
Birmingham, Michigan 48009

Re: City of Birmingham
Birmingham, Michigan
Downtown Parking System Expansion Projects –
Parking Development Consultant Services
Kahn Prospect No. 32324

Dear Laura,

The ability to find a safe and convenient place to park within the City of Birmingham sends the message to visitors and residents, come downtown and spend some time here. Kahn is passionate about creating places where people love to work, live, and play. Birmingham is a highly desired community and with well-designed parking and public spaces you will enhance life and create a sense of place in your community. Kahn is the best choice for your project because of our commitment to the following:

Creating a Community Vision: Community dialog is the key to developing a parking plan the community will embrace and use. Kahn has extensive experience involving the community stakeholders to create a shared vision. We will engage the community and assure the voices are heard and considered.

Bringing Creative and Innovative Solutions: Parking structures can be more than just a place to park. We will help you consider options and solutions unique for the City of Birmingham including potential pathways, urban street presence and experience of the users.

Identifying the Right Project: Kahn's professionals will guide you through the analysis of determining the best solution by using the studies and surveys already obtained, community feedback, community engagement and cost estimates. You will have the information you need in order to confidently identify the right project for Birmingham.

We are so excited to engage with you on this process! **Let's get started!**

Respectfully,

Very truly yours,

A handwritten signature in blue ink, appearing to read "Steve White". The signature is stylized and fluid.

Stephen A. White, ASLA, LEED AP BD+C
Principal
Albert Kahn Associates, Inc.

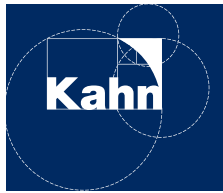


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- 2 PROFESSIONAL EXPERIENCE
- 3 FIRM INFORMATION AND PROJECT TEAM
- 4 SUBCONTRACTOR INFORMATION
- 5 CLIENT REFERENCES
- 6 PROJECT TIME LINE
- 7 FEE PROPOSAL

1

CITY OF BIRMINGHAM FORMS



Kahn

ATTACHMENT A – AGREEMENT

Downtown Parking System Expansion Projects – Parking Development Consultant Services

This AGREEMENT, made this _____ day of _____, 2015, by and between CITY OF BIRMINGHAM, having its principal municipal office at 151 Martin Street, Birmingham, MI (hereinafter sometimes called "City"), and _____, Inc., having its principal office at _____ (hereinafter called "Contractor"), provides as follows:

WITNESSETH:

WHEREAS, the City of Birmingham, through its Engineering Department, is desirous of securing parking and architectural services for conceptual level design on two parking structure expansion projects in the central business district in the City of Birmingham.

WHEREAS, the Contractor has professional qualifications that meet the project requirements and has made a bid in accordance with such request for conceptual design services on parking structure expansion projects,

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 perform parking and architectural services for the downtown parking system expansion projects, and the Contractor's cost proposal dated _____, 2015 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 Contractor for the performance of this Agreement in an amount not to exceed _____, as set forth in the Contractor's _____, 2015 cost proposal.
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 Contractor shall employ personnel of good moral character and fitness in performing all services under this Agreement.
5. The Contractor and the City agree that the Contractor is acting as an independent Contractor with respect to the Contractor's role in providing services to the City pursuant to this Agreement, and as such, shall be liable for its own actions and neither the Contractor nor its employees shall be construed as employees of the City. Nothing contained in this Agreement shall be construed to imply a joint venture or

partnership and neither party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as specifically outlined herein. Neither the City nor the Contractor shall be considered or construed to be the agent of the other, nor shall either have the right to bind the other in any manner whatsoever, except as specifically provided in this Agreement, and this Agreement shall not be construed as a contract of agency. The Contractor shall not be 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 Contractor acknowledges that in performing services pursuant to this Agreement, certain confidential and/or proprietary information (including, but not limited to, internal organization, methodology, personnel and financial information, etc.) may become involved. The Contractor recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the City. Therefore, the Contractor agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. The Contractor shall inform its employees of the confidential or proprietary nature of such information and shall limit access thereto to employees rendering services pursuant to this Agreement. The Contractor further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.

7. This Agreement shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan. The Contractor 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 Contractor 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 Contractor agrees that neither it nor its subcontractors 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 Contractor shall inform the City of all claims or suits asserted against it by the Contractor's employees who work pursuant to this Agreement. The Contractor shall provide the City with periodic status reports concerning all such claims or suits, at intervals established by the City.

11. The Contractor shall not commence work under this Agreement until it has, at its sole expense, obtained the insurance required under this paragraph. All coverages shall

be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with carriers acceptable to the City of Birmingham.

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

- A. Workers' Compensation Insurance: Contractor shall procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- B. Commercial General Liability Insurance: Contractor shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than **\$1,000,000** per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.
- C. Motor Vehicle Liability: Contractor shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- D. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following 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 Contractor will provide service that are customarily subject to this type of coverage.
- F. Owners Contractors Protective Liability: The Contractor shall procure and maintain during the life of this contract, an Owners Contractors Protective Liability Policy with limits of liability not less than \$3,000,000 per occurrence, combined single limit, Personal Injury, Bodily Injury and Property Damage. The City of Birmingham shall be "Name Insured" on said coverage. Thirty (30) days Notice of Cancellation shall apply to this policy.
- G. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance (and Professional Liability Insurance, if applicable), as described above, shall include an

endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal, shall be sent to: Finance Director, City of Birmingham, PO Box 3001, 151 Martin Street, Birmingham, MI 48012-3001.

H. Proof of Insurance Coverage: Contractor shall provide the City of Birmingham at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City of Birmingham, as listed below.

- 1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;
- 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.

I. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, Contractor shall deliver renewal certificates and/or policies to the City of Birmingham at least (10) days prior to the expiration date.

J. Maintaining Insurance: Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the Agreement, the City of Birmingham may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the City of Birmingham shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.

13. To the fullest extent permitted by law, the Contractor and any entity or person for whom the Contractor is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City of Birmingham, its elected and appointed officials, employees and volunteers and others working on 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 Contractor, the City shall have the right to terminate this Agreement without further liability to the Contractor if the

disqualification has not been removed within thirty (30) days after the City has given the Contractor notice of the disqualifying interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.

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

16. All notices required to be sent pursuant to this Agreement shall be mailed to the following addresses:

City of Birmingham
Attn: Laura Pierce
151 Martin Street
Birmingham, MI 48009
248-530-1880

CONTRACTOR
(Insert Contractor Information)

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.

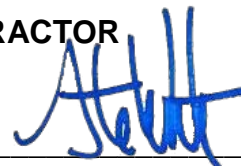
18. FAIR PROCUREMENT OPPORTUNITY: Procurement for the City of Birmingham will be handled in a manner providing fair opportunity for all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the City of Birmingham.

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

WITNESSES:

CONTRACTOR

By:



Its:

CITY OF BIRMINGHAM

By:_____

Its: Mayor

By:_____

Laura Pierce
Its: City Clerk

Approved:

Paul T. O'Meara, 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)

ATTACHMENT B - BIDDER'S AGREEMENT
For Downtown Parking System Expansion Projects –
Parking Development Consultant Services

In submitting this proposal, as herein described, the Contractor 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.

PREPARED BY (Print Name)	DATE
---	-------------

TITLE 	DATE
--	-------------

AUTHORIZED SIGNATURE	E-MAIL ADDRESS
-----------------------------	-----------------------

COMPANY

ADDRESS	PHONE
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NAME OF PARENT COMPANY	PHONE
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ADDRESS

ATTACHMENT C - COST PROPOSAL
For Downtown Parking System Expansion Projects –
Parking Development Consultant Services

In order for the bid to be considered valid, this form must be completed in its entirety. The cost for the Scope of Work as stated in the Request for Proposal documents shall be a lump sum, as follows:

Attach technical specifications for all proposed materials as outlined in the Contractor’s Responsibilities section of the RFP (p. 6)

COST PROPOSAL	
ITEM	BID AMOUNT
Labor	\$
Reimbursable Expenses	\$
TOTAL BID AMOUNT	\$
ADDITIONAL BID ITEMS	
	\$
	\$
GRANDTOTAL AMOUNT	\$

UNIT COST BID ITEMS	
	\$ per

Firm Name _____

Authorized signature  _____ Date _____

ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM
For Downtown Parking System Expansion Projects –
Parking Development Consultant 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.

PREPARED BY (Print Name)	DATE
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TITLE	DATE
--------------	-------------



AUTHORIZED SIGNATURE	E-MAIL ADDRESS
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COMPANY

ADDRESS	PHONE
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NAME OF PARENT COMPANY	PHONE
-------------------------------	--------------

ADDRESS

TAXPAYER I.D.#

2

PROFESSIONAL EXPERIENCE



ACHESON VENTURES, LLC

Harborside Office Center

Port Huron, Michigan

PROJECT TYPE

- Redevelopment

PROFESSIONAL SERVICES

- Master Planning
- Urban Planning and Design
- Programming/Planning
- Architecture
- Interior Design
- Landscape Architecture
- M/E/S/C/IT Engineering
- Sustainability/LEED Analysis
- Commissioning

THE NUMBERS

- Building Area: 110,000 sq. ft.
- 77 Acre Development
- 375 Space Parking Structure-2005
- 150 Space Parking Addition-2008
- Completion Date: 2005 Original, 2008 Addition



The Harborside Office Center and Parking Garage was the vital first step in the evolution of Acheson Venture's Desmond Landing, the 77 acre redevelopment initiative on the south side of Port Huron, Michigan. The 375-space Parking Garage has a vegetated roof garden with a walking path, ambient lighting, and piped-in music. The garden also features a bioswale that introduces daylight deep into the garage while filtering storm water runoff before it enters into the St. Clair River. Green spaces, planting beds, and a park-like setting were the main criteria in design of the plaza level. Maintaining view corridors to the river, east of the site, was also critical. A two-way ramp was incorporated from the plaza level to lower levels of the garage, with parking spaces allocated on the ramp. Constructed mainly of precast concrete tees, the garage is extremely efficient for its size. In 2008, Kahn was called back by the client because they wanted to expand the structure to the south of the Harborside Office building and connect it with the YMCA building. In doing so, all three levels and created approximately 150 new parking spots. This expansion provided two important functions for the YMCA. The first function was to provide the necessary parking required for the new YMCA program and the second function was pedestrian circulation and security. With two front doors, the first on 3rd Street and the second entry servicing Military Street at an elevation 30 feet above 3rd Street, finding a single controllable entry was a challenge. The parking structure became the component to vertically connect all levels of access to the upper level of the YMCA for public and membership access.

CHRYSLER

Chrysler Technology Center Parking Program

Auburn Hills, Michigan



PROFESSIONAL SERVICES

- Full A/E Services
- Master Planning
- Value Engineering
- Process Integration
- Field Staffing
- Commissioning

THE NUMBERS

- Building Area: 8,000 parking spaces
- Construction Costs: \$33.6 Million
- Completion Date: 2000



Kahn worked in partnership with a contractor to develop three new parking structures at the Chrysler Technology Center (CTC).

This project provided 8,000 parking spaces at three campus sites - 5,633 in structured facilities and the remainder in surface lots. In addition, four future parking structures were developed as part of the CTC master plan.

The first, providing 1,903 parking spaces, was to match an adjacent existing parking structure. The second and third, providing 1,800 and 1,930 spaces respectively, were designed to complement the CTC campus image.

All three structures used precast concrete construction with the same granite aggregate in their exterior spandrels. As a result of the team's efforts, Chrysler received efficient structures with extremely high quality precast pieces. Additionally, all three structures opened within a single twelve-month period, well ahead of the original schedule.

CRITTENTON HOSPITAL MEDICAL CENTER

Original Parking Deck and Expansion

Rochester, Michigan

PROJECT TYPE

- New Construction/Expansion

PROFESSIONAL SERVICES

- Architecture/Design
- Engineering
- Site Planning
- Sustainability/LEED Analysis
- Interior Design
- Landscape Architecture
- Commissioning
- Construction Documents

THE NUMBERS

- Parking Spaces: 939
- Construction Costs: Confidential
- Completion Date: Original 2004, Expansion 2009



In 2004, Kahn developed a four-level parking structure with an unheated and uncooled pedestrian bridge connection from the third level of the parking structure to the second floor of a new addition to the existing hospital. The deck provided 474 additional parking spaces for patients, visitors and staff. The structure, composed of precast concrete with brick fill, was designed to harmonize with the existing architecture of the hospital. The stair and elevator towers are a combination of glass and flat metal panels. The deck was completed on schedule and within the project budget.

In 2009, Kahn was retained for the expansion to the east side of the original parking structure on the campus. This expansion creates 465 new parking spaces to their parking space structure for patients, visitors and staff. As Crittenton Hospital Medical Center is located in a residential area, to address neighbor's concerns about traffic noise, the end of the expansion wall facing the neighborhoods has no opening. In addition, a traffic lane was created through the new structure to reduce the impact of traffic noise on the surrounding neighbors. The original parking structure, composed of precast concrete with brick fill, was designed to harmonize with the existing architecture of the hospital. The stair and elevator towers are a combination of glass and flat metal panels. Kahn, in keeping with the integrity of the site, has designed the expansion of the parking structure to match the original façade. The expansion was both on budget and on schedule.

DETROIT METROPOLITAN AIRPORT

Parking Structure

Romulus, Michigan

PROJECT TYPE

- New Construction/Redevelopment

PROFESSIONAL SERVICES

- Architecture/Design
- Engineering
- Site Planning
- Sustainability/LEED Analysis
- Interior Design
- Landscape Architecture
- Commissioning
- Construction Documents

THE NUMBERS

- Parking Spaces: 900
- Construction Costs: \$68 Million
- Completion Date: 1993



After performing a structural analysis of the existing structure, Kahn was commissioned to design Detroit Metropolitan Wayne County Airport's three million sq. ft. replacement parking structure. The \$68-million project was implemented in three phases and took six years to complete. The resulting 6,800 car structure provides a significant increase of easily-accessible parking spaces and permits drivers to access terminals via a glass-enclosed, temperature-controlled pedestrian bridge equipped with a moving walkway. Kahn's solution for better traffic flow included an express exit ramp which allows drivers to quickly exit any of the six levels. The ramp's glass enclosure allows natural light to enter the center of the deck, reducing the dark ambiance common in large parking structures. The use of precast concrete structure and enclosure panels will help minimize the need for maintenance and repair for the replacement parking structure, which provides convenient parking 24-hours a day, 365-days a year.

The firm has won several awards for the design of the parking structure. The awards include a Special Recognition Award and an Honorable Mention Award from the Precast/Prestressed Concrete Institute, the Design and Construction Showcase Award co-sponsored by the Construction Association of Michigan, the American Institutes of Architects in Michigan and the Construction Specifications Institute, and the Outstanding Achievement Award for Building Design and Construction from the Engineering Society of Detroit.

SPARROW HEALTH SYSTEM

Sparrow Professional Building Parking Structures

Lansing, Michigan



PROFESSIONAL SERVICES

- Architectural
- Engineering
- Design

THE NUMBERS

- Building Area: 900 parking spaces
- Construction Costs: \$46 Million
- Completion Date: 1997

Kahn was contracted for a \$46-million, multi-phase building project which transformed Sparrow's main hospital campus into a more modern, regional medical center.

Included in this project was a 250-space cancer center parking deck, a new 250,000 sq. ft. professional building, and a diagnostic, treatment and medical office center. A second parking deck, 213,000 sq. ft. in size and offering 650 spaces, was also constructed.

Conveniently accessible by both patients and visitors, a fully enclosed and conditioned pedestrian bridge connects the structure to the main hospital. A soft look of brick with pre-cast concrete accents and feature elements of punched windows were used to achieve a residential quality in the overall appearance of the structure.



PARKING PORTFOLIO

Throughout our 120 year history, Kahn has provided professional services for an extensive amount of parking facilities ranging in size, function, environmental factors, design, budget and complexity.

The following descriptions highlight some additional parking structure experience:

CITY OF DETROIT

First and Bagley Parking Structure

1,523-car Parking Structure
Detroit, Michigan

DETROIT MEDICAL CENTER

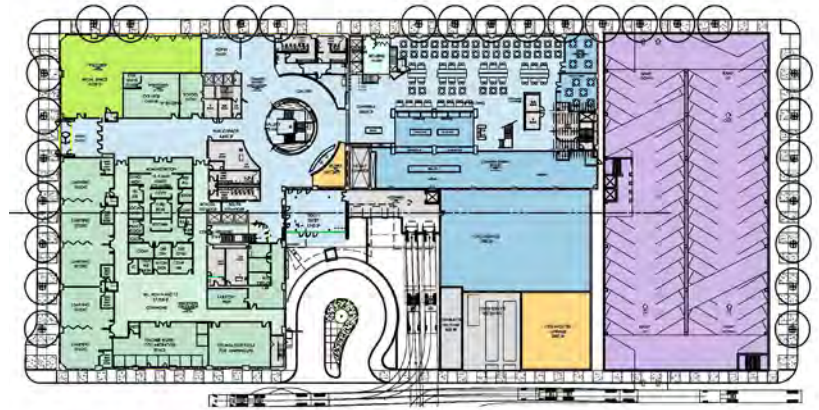
Children's Hospital of Michigan

500-car Parking Structure
Detroit, Michigan

ERIE INSURANCE GROUP

Corporate Office

East 7th Street Parking Ramp
Erie, Pennsylvania



FORD MOTOR COMPANY

World Headquarters

300-car Executive Parking Structure
Dearborn, Michigan

GREEKTOWN CASINO (SDG DESIGN)

Valet Parking Structure

615-car Parking Structure
Detroit, Michigan

HENRY FORD HEALTH SYSTEM

Henry Ford Hospital

870-car Parking Structure
Detroit, Michigan



Henry Ford Hospital General Services Building

875-car Parking Structure
Detroit, Michigan

MUNICIPAL PARKING AUTHORITY

Kennedy Parking Garage

520-car Underground Parking Structure
Detroit, Michigan

STATE OF MICHIGAN

Michigan Hall of Justice

460-car Underground Parking Structures
Lansing, Michigan



UNIVERSITY OF MICHIGAN HEALTH SYSTEM

University Hospital

1,000-car Parking Structure
Ann Arbor, Michigan

RIVERS EDGE

Mixed Use Development

Auburn Hills, Michigan

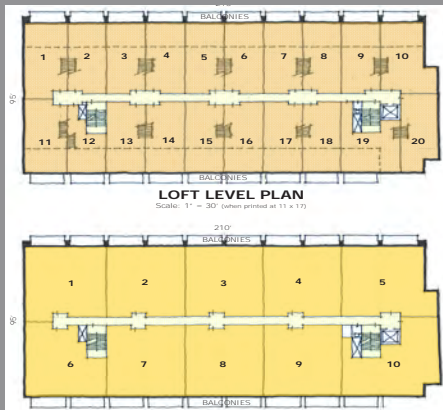


PROFESSIONAL SERVICES

- Master Planning
- Urban Planning and Design

THE NUMBERS

- Land Area: 1.07 acres
- Building Area: 53,000 sq. ft.
- Commercial Area: 9,600 sq. ft.
- Residential Units: 31
- Parking: 53 covered spaces
- Projected Cost: \$9 Million
- Developer: Burton-Katzman



A vacant one acre brownfield property will be home to a new mixed use residential building in the City's downtown.

The four story masonry building will house commercial space on the ground floor, 21 two-story loft apartments on the second floor, and 10 two bedroom units on the top floor. The Planned Unit Development (PUD) project, called Rivers Edge of Auburn Hills is awaiting construction. A total of 53 covered parking spaces are planned to serve the apartment residents with an additional 11 spaces serving the commercial tenants, who will rely primarily on the Auburn Hills Downtown public parking.

The brick, stone, and metal panel enclosure are intended to compliment the existing village aesthetic of the downtown district. The large storefront windows offer views to the streetscape, Clinton River and adjacent park and encourage additional foot traffic to the shops and restaurant planned on the ground floor.

MARIONSON

Mixed-Use Residential and Commercial

Birmingham, Michigan

PROJECT TYPE

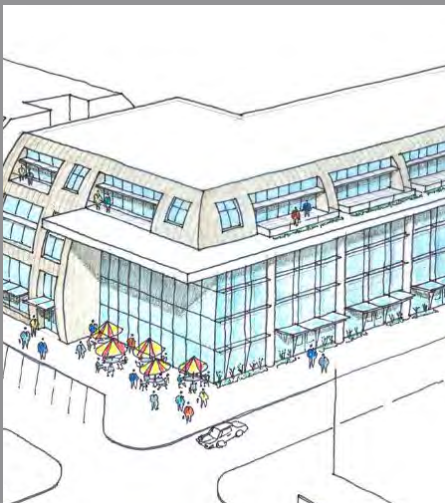
- Mixed Use

PROFESSIONAL SERVICES

- Architecture/Design
- Master Planning
- 3D Design Visualization

THE NUMBERS

- Building Area: 110,000 sq. ft.
- 21,630 sf of Site Development
- 375 space parking structure
- Construction Costs: N/A
- Construction Pending



Birmingham was ranked one of the top 10 Most Successful Walkable Suburbs in the United States. A building site in the heart of Birmingham allows for an array of opportunities. Developers approached Kahn for Master Planning and Conceptual design efforts for an upscale mixed-use residential, office and commercial facility referred to as the Marionson Development.

Kahn performed multiple studies based on; zoning, a land area of 21,630 square feet, gross building area of approximately 110,000 square feet, five stories with approximately 20,000 square feet per floor and secured underground parking. Zoning allowed for public and private uses. Uses such as multi-tenant office, retail and luxury residential apartments and a hotel were explored.

CITY OF BIRMINGHAM

Shain Park Improvement Project

Birmingham, Michigan



PROFESSIONAL SERVICES

- Master Planning
- Urban Planning and Design
- Programming/Planning
- Architectural/Design
- Landscape Architecture
- Sustainable Design/LEED Analysis
- S/M/E Engineering

THE NUMBERS

- Area: 1 Acre Recreational Space
- Construction Costs: N/A
- Completion Date: 2008



Inspired by the community's strong sense of ownership and reverence for Shain Park, Kahn transformed the city's Civic Center area into a gathering and recreational space for residents and visitors.

Shain Park exhibits a formal garden pattern of symmetrical walkways which radiate from several of the park's major venues, including its sculptures, music pavilion and fountain. Each path is a broad tree-lined walkway that bounds the area, offering a warm invitation into the park. The park's landscaping also encompasses open lawn areas and large canopy trees, which optimizes the use of the park as a festive space while reducing the need for intensive maintenance services by city staff. Kahn's revitalization maintains the park's historical essence while remaining sensitive to the changing needs of current residents.

3

FIRM INFORMATION AND PROJECT TEAM



Kahn





THE LEGACY CONTINUES.

Springboarding off nearly 120 years of notable achievements Kahn continues to bring the most creative and innovative concepts to the Clients we serve.

Kahn's foundation is based upon our client relationships. It is our goal to be an industry leader in meeting the needs of our clients through innovative and quality products, services, and methods.

Our talented and creative professionals are passionate about what they do and are committed to delivering exceptional services. Our team members are international with offices located in Detroit, Michigan, Birmingham, Alabama, and Sao Paulo, Brazil.

We continuously challenge and inspire each other to create places where people love to go. Kahn creates environments that help others think better, learn better, heal better, play better, and perform better. Kahn professionals are experienced and well-conditioned to meet the changing needs of clients in a variety of market sectors.

KAHN VALUES

We uphold the following values with our clients:

- **Integrity**
- **Professionalism**
- **Respect**
- **Pride**
- **Passion**

We commit ourselves to honoring these values and understand that our actions will best reflect the commitment we have to them. You will have a truly exceptional experience with your Kahn team.



ACCOMPLISHMENTS

Since 1895, Albert Kahn Associates has designed over 45,000 projects world-wide. This experience has equipped Kahn with the ability to create the most efficient use of facilities and work environments. We help position our clients to be more effective in their industries while accommodating the well-being of their facilities occupants. Our award-winning, diverse, innovative designs and concepts have shaped many industries around the world and will continue to do so in the future.

GETTING THE JOB DONE

Our unique team of diverse, experienced professionals and state-of-the-art technology make it possible to anticipate future design trends and offer our clients the most current, impressive and sustainable designs available.

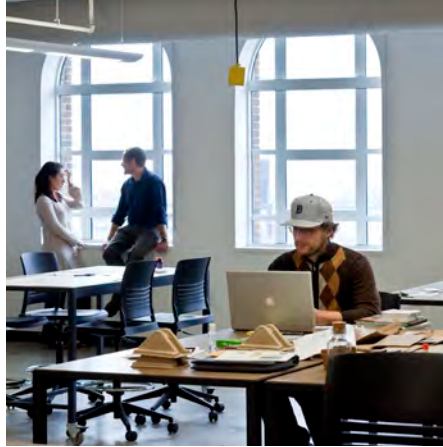


Kahn offers the following services:

- Architecture
- Engineering
- Interior Design
- Landscape Architecture
- Urban Design & Planning
- Strategic Facilities Planning
- Facility Management
- Program Management Services
- Project Management Services

In the following market sectors:

- Health Care
- Corporate
- Educational
- Automotive/Industrial
- Research and Technology
- Government
- Mixed-Use/Adaptive Re-Use
- Restoration



MAKING IT ALL POSSIBLE FOR THESE KAHN CLIENTS AND MORE

Below are just a few of the satisfied clients who have contributed to growing Kahn's legacy.

Manufacturing/Industrial

BMW Manufacturing Corp.
Biodiesel Industries, Inc.
Caterpillar, Inc.
Coca-Cola Company
Chrysler
Electrolux
Ford Motor Company
General Motors Corporation
Lear Corporation
Mercedes-Benz
National Alabama Corporation
Nextenergy
Nissan Motor Mfg. Corporation
Nissan Technological Center

Health Care

Aurora Healthcare
Detroit Medical Center
Elmhurst Memorial Healthcare
Karmanos/Crittenton
Henry Ford Health System
Hospital Israelita Albert Einstein
Lapeer Health Center
Providence Hospital
Sparrow Health System
St. John Medical Center
St. Vincents Health Center
Take Care Health Employer Solutions
Trinity Health System
UAB Health System
University of Chicago Medicine
University of Michigan Health System
VA Medical Center

Education

Auburn University
College for Creative Studies
Detroit Public Schools
Lawrence Technological University
Ferris State University
Oakland University
Michigan State University
University of Alabama
University of Alabama-Birmingham
University of Detroit-Mercy
University of Michigan
University of Toledo
Washtenaw Community College
Wayne County Community College
Wayne State University

Corporate Headquarters

Acheson Ventures, LLC
Auto Owners Insurance
Avon
Delta Dental of Michigan
Eli Lilly and Company
Ethyl Corporation
Erie Insurance Company
General Electric
Gleaners Community Food Bank
Jackson National Life
Lear Corporation
O-I
Tower Automotive

Detroit

City of Detroit
Comerica Bank Headquarters
Detroit Downtown Devel. Authority
Detroit Economic Growth Corporation
Detroit Public Schools
Detroit Regional Convention Facility
Authority – Cobo Center
Made in Detroit, Inc.
Michigan Opera Theatre
Midtown Sugar Hill
Packard Plant Rehabilitation

Developer/Design Build

Bailey Schmidt & Associates
Barton Malow Company
Burton Katzman LLC
Christman Company
Clark Construction Company
DeMaria Building Company
Farbman Group
Granger Construction
Lathrop Company
Tooles Contracting Group
Turner Construction
Walbridge
Walsh Construction
Yates Construction





Stephen A. White, ASLA, OALA, LEED AP BD+C

Principal
Director of Urban Design and Landscape Architecture

As a leader with the firm, Stephen's responsibilities include making sure our clients are satisfied. He has extensive project leadership experience. He will be your connection to the team and will ensure your voice is heard by our team members. Leadership, direction and coordination of the project team will be ensured by Stephen. His knowledge encompasses all elements of landscape architecture, urban design, master planning, environmental site design, place making and recreational planning. He has worked closely with many community stakeholders.

Project Assignment

Project Principal

Education

University of Toronto

- Bachelor of Landscape Architecture

Registration

- Registered Landscape Architect in Michigan, Tennessee, and Ontario, Canada
- CLARB Certified
- LEED AP BD+C
- Canadian Society of Landscape Architects

Affiliations

- American Society of Landscape Architects
- ASLA - Michigan Chapter
- Ontario Association of Landscape Architects
- Canadian Society of Landscape Architects
- Michigan Association of Planning
- Project for Public Spaces Placemaking Leadership Council
- Society of College and University Planners
- U.S. Green Building Council

SELECT PROJECT EXPERIENCE

ACHESON VENTURES, LLC

Desmond Landing

Mixed-Use Waterfront Development Site Plan; Harborside Office Center; Landscape Design Port Huron, Michigan

ANN ARBOR DOWNTOWN DEVELOPMENT AUTHORITY

Huron Street

Streetscape Improvements Ann Arbor, Michigan

CITY OF BIRMINGHAM

Shain Park

Park Improvement Project Birmingham, Michigan

CITY OF DETROIT

Grand Circus Park

Park Renovation and Restoration Detroit, Michigan

CITY OF DETROIT RECREATION DEPARTMENT

Mt. Elliott Park

Original Park Development Detroit, Michigan

CITY OF HAMTRAMCK

City of Hamtramck

Comprehensive Master Plan Hamtramck, Michigan

CRITTENTON HOSPITAL MEDICAL CENTER

Crittenton Hospital Medical Center

Site Planning for Hospital Renovations & Expansion Rochester, Michigan

DELTA DENTAL OF MICHIGAN

Corporate Office

Master Plan Okemos, Michigan

DETROIT BUILDING AUTHORITY

Detroit Historical Museum

Museum Renovation and Expansion Detroit, Michigan

DETROIT DOWNTOWN DEVELOPMENT AUTHORITY

Detroit Civic Center Riverfront Promenade

Riverfront Development Detroit, Michigan

Harmonie-Madison Streetscape

Master Plan Detroit, Michigan

DETROIT REGIONAL CONVENTION FACILITY AUTHORITY

Cobo Conference and Exhibition Center

Expansion and Renovation Program Detroit, Michigan

DETROIT ZOOLOGICAL SOCIETY

Penguin Conservation Center

New Penguin Habitat Royal Oak, Michigan

ERIE INSURANCE GROUP

Corporate Office

Corporate Campus Master Plan Erie, Pennsylvania

GLEANERS COMMUNITY FOOD BANK OF SOUTHEASTERN MICHIGAN

Headquarters Complex

Master Plan Detroit, Michigan

GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD

Dr. David Suzuki Public School

Site Master Plan Windsor, Ontario, Canada

JONNA REALTY VENTURES

Westmarket Square

Commercial Development and Master Plan Novi, Michigan

MADE IN DETROIT, INC.

Detroit Creamery Building

Building Adaptive Reuse for Residential and Retail Complex Detroit, Michigan

MICHIGAN OPERA THEATRE

Detroit Opera House

Renovation and Restoration Detroit, Michigan

MICHIGAN DEPARTMENT OF TRANSPORTATION (THE MANNIK AND SMITH GROUP, INC.)

Detroit Riverfront Conservancy

Detroit East Riverfront RiverWalk Detroit, Michigan

REN CEN ASSOCIATES, LLC

(HINES INTERESTS, LTD.)

General Motors Plaza and Promenade at Renaissance Center

Riverfront Development Detroit, Michigan

UNIVERSITY CULTURAL CENTER ASSOCIATION

Sugar Hill Arts District

Master Plan Detroit, Michigan

VILLAGE OF GROSSE POINTE SHORES

Grosse Pointe Shores Parks

Master Plan Grosse Pointe Shores, Michigan





Jeffrey T. Gaines, AIA, AICP, LEED AP BD+C

Director of Sustainability and Urban Planning

With over 25 years of architectural, design and management expertise, Jeff is a key resource in the planning and design of people-oriented community spaces. Having served on a broad range of project types, his wealth of knowledge encompasses sustainable design and LEED practices, master planning, facility planning and design, urban design studies and analysis, and site plan analysis and design. Jeff will assist in the development of appropriate experiential and actionable planning concepts to achieve consensus and a clear direction for the design of your project. Jeff's comprehensive understanding of the many elements that must coalesce to create an appropriate design and planning framework brings assurance of reliable solutions.

Project Assignment

Project Architect / Designer

Education

The University of Michigan

- Master of Urban Planning
- Master of Architecture

University of Cincinnati

- Bachelor of Architecture

Registration

- Licensed Architect in Michigan
- Certified Planner
- LEED AP BD+C
- National Charrette Institute Certification
- Michigan Place Partnership Placemaking Curriculum Certified Trainer
- Form Based Codes Certification

Affiliations

- American Institute of Architects
- American Institute of Certified Planners
- American Planning Association
- Michigan Association of Planning (MAP)
- Detroit Regional Chapter of the U.S. Green Building Council - Chair, Board of Directors

SELECT PROJECT EXPERIENCE

ACHESON VENTURES, LLC

Desmond Landing

Mixed-Use Waterfront Development Master Plan; Harborside Office Center; Parking Garage; Maritime Office Building
Port Huron, Michigan

AURORA HEALTH CARE (HAMMES COMPANY)

Grafton Medical Center

LEED Administration for Original Greenfield Hospital and Medical Office Building
Grafton, Wisconsin

CITY OF GRAND BLANC

City of Grand Blanc

Downtown Enhancement Plan
Grand Blanc, Michigan

COLLEGE FOR CREATIVE STUDIES

A. Alfred Taubman Center for Design Education

Adaptive Reuse and Renovation
Detroit, Michigan

CONSTRUTORA SÃO JOSÉ

Medical Office Building

Original Medical Office Building
São Paulo, Brazil

CRITTENTON HOSPITAL MEDICAL CENTER

Crittenton Hospital Medical Center

Renovations and Expansion; Mother-Baby Unit; Exterior Signage
Rochester, Michigan

DELTA DENTAL OF MICHIGAN

Corporate Office

Building Renovation and Expansion
Okemos, Michigan

DETROIT PUBLIC SCHOOLS

East English Village Preparatory Academy

Original Educational Facility; Kettering Addition
Detroit, Michigan

FERRIS STATE UNIVERSITY

Granger Center

Adaptive Reuse and Expansion
Big Rapids, Michigan

HENRY FORD HEALTH SYSTEM

Henry Ford West Bloomfield Hospital

LEED Administration for Original Greenfield Hospital
West Bloomfield, Michigan

JONNA REALTY VENTURES

Westmarket Square

Commercial Development and Master Plan
Novi, Michigan

LAWRENCE TECHNOLOGICAL UNIVERSITY

Taubman Engineering, Life Sciences, and Architecture Complex

Original Educational Facility and Engineering Building Renovations
Southfield, Michigan

NATIONAL HEALTH LABORATORY

Supreme Council of Health

Laboratory Planning/Consulting
Doha, Qatar

OAKLAND UNIVERSITY

National Institute of Health

Grant Submittal for Kresge Eye Institute
Rochester, Michigan

PORT HURON HOSPITAL

Port Huron Hospital

Facility Master Plan
Port Huron, Michigan

POUDRE VALLEY HEALTH SYSTEM (HAMMES COMPANY)

LeMay Campus

Campus Master Plan
Fort Collins, Colorado

PROVIDENCE HOSPITAL AND MEDICAL CENTERS

Providence Park Medical Center

Campus Master Plan
Novi, Michigan

TRINITY HEALTH

Chelsea Community Hospital

Phase I Chelsea Bed Replacement Project; Phase II Hospital Expansion and Renovation; Phase III Cancer Center
Chelsea, Michigan

THE UNIVERSITY OF MICHIGAN

West Hall

Renovations and Infrastructure Upgrade
Ann Arbor, Michigan

WAYNE STATE UNIVERSITY

College of Pharmacy and Allied Health Professions Building

Schematic Design for Mixed-Use Educational Facility
Detroit, Michigan

Downtown Campus

Campus Master Plan
Detroit, Michigan



Riccardo Pappini, ASLA, OALA, LEED AP BD+C Associate

As a landscape architect with over 15 years of experience, Riccardo entered this profession to design healthy and sustainable environments whose spatial character and qualities create a positive experience for the users. As Project Landscape Architect, Riccardo will analyze the site's natural elements and condition as well as evaluate conservation methods for natural resources. He will assess the effects of existing buildings, roads, walkways and utilities in addition to assuming responsibility for the design and preparation of site plans and working drawings.

Project Assignment

Project Landscape Architect

Education

University of Toronto

- Bachelor of Landscape Architecture

Registration

- Registered Landscape Architect in Michigan and Ontario, Canada
- CLARB Certified
- LEED AP BD+C

Affiliations

- American Society of Landscape Architects
- ASLA - Michigan Chapter
- Canadian Society of Landscape Architects
- Ontario Association of Landscape Architects
- U.S. Green Building Council
- St. Clair Society of Architects
- Windsor Accessibility Advisory Council

SELECT PROJECT EXPERIENCE

ACHESON VENTURES, LLC

Desmond Landing

Master Plan for Mixed Use Waterfront Development
Port Huron, Michigan

ANN ARBOR DOWNTOWN DEVELOPMENT AUTHORITY

Huron Street

Streetcape Improvements
Ann Arbor, Michigan

AUTO-OWNERS INSURANCE (THE CHRISTMAN COMPANY)

IT Operational Services Building

Landscape and Site Plan for Building Addition and
Renovation
Delta Township, Michigan

Global Headquarters Office Building

Master Site Plan
DeWitt, Michigan

Lansing Headquarters

Master Planning Studies and Test Fits
Lansing, Michigan

CITY OF BIRMINGHAM

Shain Park

Park Improvement Project
Birmingham, Michigan

CITY OF TECUMSEH

Tecumseh Business and Technology Park

Master Plan
Tecumseh, Michigan

COLLEGE FOR CREATIVE STUDIES

A. Alfred Taubman Center for Design Education

Streetscape Improvements and Site Plan for Building
Adaptive Reuse and Renovation
Detroit, Michigan

CRITTENTON HOSPITAL MEDICAL CENTER

Crittenton Hospital Medical Center

Landscape Design for Hospital Renovations
and Expansion
Rochester, Michigan

DELTA DENTAL OF MICHIGAN

Corporate Office

Master Plan; Landscape Plan for Building Renovation
and Expansion, Data Center
Okemos, Michigan

DETROIT DOWNTOWN DEVELOPMENT AUTHORITY

Detroit Civic Center Riverfront Promenade

Riverfront Development
Detroit, Michigan

DETROIT PUBLIC SCHOOLS

East English Village Preparatory Academy

Original Educational Facility
Detroit, Michigan

FOOTE HEALTH SYSTEM

Foote Hospital

Site and Landscape Plan for Emergency Department
Expansion and Renovations
Jackson, Michigan

GLEANERS COMMUNITY FOOD BANK OF SOUTHEASTERN MICHIGAN

Storehouse of Hope Food Pantry

Building Adaptive Reuse and Renovation
Detroit, Michigan

JONNA REALTY VENTURES

Westmarket Square

Master Plan
Novi, Michigan

MICHIGAN DEPARTMENT OF TRANSPORTATION (THE MANNIK & SMITH GROUP, INC.)

Detroit Riverfront Conservancy

Detroit East Riverfront RiverWalk
Detroit, Michigan

NEW CENTER COUNCIL, INC.

New Amsterdam and Woodward Gateway Streetscapes

Streetscape Improvements
Detroit, Michigan

REN CEN ASSOCIATES, LLC (HINES INTEREST, LTD.)

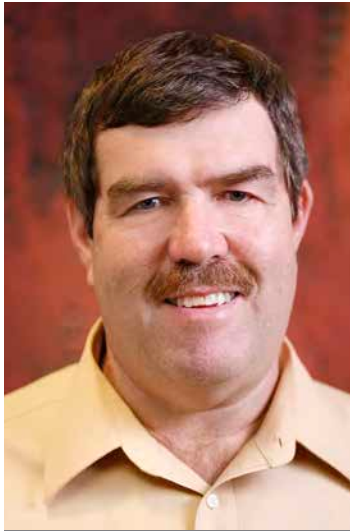
General Motors Plaza and Promenade at Renaissance Center

Riverfront Development
Detroit, Michigan

UNIVERSITY CULTURAL CENTER ASSOCIATION

Sugar Hill Arts District

Master Plan
Detroit, Michigan



G. Craig Wood, LEED AP

Associate

With over 35 years of experience in construction management, Craig is a seasoned construction professional. Having served the firm in multiple capacities, Craig currently functions as the firm's in-house cost control specialist. In this capacity, he has provided building and infrastructure cost estimates for a variety of project types. As Project Cost Estimator, he will provide oversight of the project administration and work closely with the owner, Kahn team members, consultants and other project participants to ensure that such issues as schedule, budget, coordination and safety are executed appropriately and ethically in order to meet the owner's goals for this project. Further, Craig will ensure the implementation of cost-effective solutions for the project's duration.

Project Assignment

Project Estimator

Education

Eastern Michigan University

- Graduate studies in Construction Management
- Bachelor of Science in Construction Management

Registration

- Michigan Residential Builders Board
- LEED AP Legacy

Affiliations

- American Institute of Constructors
- Association of General Contractors

SELECT PROJECT EXPERIENCE

AVON PRODUCTS, INC.

Manufacturing Facility
Locker Room Expansion
Morton Grove, Illinois

CHRYSLER

Conner Avenue Assembly Plant
Project Management Services for Data Center Modification
Detroit, Michigan

DELTA DENTAL OF MICHIGAN

Corporate Office
Project Management Services for Building Renovation and Expansion
Okemos, Michigan

FORD MOTOR COMPANY

(DURR INDUSTRIES, INC.)
Ford Amazon Paint Shop
Program and Project Management Services for Original Paint Shop
Camacari, Brazil

HENRY FORD HEALTH SYSTEM

Henry Ford West Bloomfield Hospital
Owner's Representative for Original Greenfield Hospital
West Bloomfield, Michigan

HORIBA AUTOMOTIVE TEST SYSTEMS

Building Addition
Ann Arbor, Michigan

LEAR CORPORATION

Corporate Campus
Project Management Services for Original Brownfield Headquarters Office Building; Integration Center Expansion
Southfield, Michigan

MERCEDES BENZ DO BRASIL, S.A.

A-Klasse Assembly Plant
Field Representative Services for A-Klasse Automotive Assembly Plant
Juiz de Fora, Brazil

MERCY HOSPITAL GRAYLING

OR Renovation
Project Manager
Grayling, Michigan

NISSAN MOTOR MANUFACTURING CORPORATION, USA

Truck Assembly and Stamping Plant
Owner's Representative for Plant Renovations and Expansions
Smyrna, Tennessee

THE TIMKEN COMPANY

Detroit Technical Center
Project Management Services for Research and Development Center
Detroit, Michigan

TRINITY HEALTH

Chelsea Community Hospital
Chelsea Bed Replacement Project – Cost Estimating
Chelsea, Michigan

U.S. DEPARTMENT OF VETERANS AFFAIRS

Aleda E. Lutz VA Medical Center
Cost Estimating Services for Building 22 Atrium Renovation
Saginaw, Michigan

U.S. DEPARTMENT OF VETERANS AFFAIRS

John D. Dingell VA Medical Center
Cost Estimating Services for: Hemodialysis Unit Expansion; Fin Tube Condition Assessment
Detroit, Michigan

U.S. DEPARTMENT OF VETERAN AFFAIRS

VA Medical Center
Cost Estimating Services for Linen Distribution Space Relocation
Battle Creek, Michigan

U.S. DEPARTMENT OF VETERANS AFFAIRS

Ann Arbor VA Medical Center
Cost Estimating Services for: First Floor Clinic Renovation; Supply Processing and Distribution Department Expansion; Building 1 West Second Floor Renovation; HVAC Assessment Studies; Surgery Expansion
Ann Arbor, Michigan

Rick G. Klein, PE
Managing Principal



EDUCATION:

Bachelor of Structural Engineering,
University of Michigan, 1991

PROFESSIONAL ORGANIZATIONS:

American Concrete Institute
American Society of Civil Engineers
Masonry Institute of Michigan

REGISTRATIONS:

Registered Professional Engineer in the
states of Michigan, New York, Pennsylvania
and Ohio

PUBLICATIONS:

“Corrosion and Concrete Deterioration”,
Building Renovation, Summer 1994

Rick is a Managing Principal and Project Manager for the Ann Arbor office of Walker Parking Consultants. He has over 23 years of experience primarily focused on parking structure projects.

Rick’s responsibilities include directing technical and operational aspects of the work and coordinating with the project principal, owner and other team members as necessary to successfully complete the project.

His experience includes new design, feasibility studies, condition evaluations and assessments, due diligence studies, restoration engineering, evaluation of construction materials, corrosion protection, construction cost estimating, contract document production and bid analysis, construction contract administration, and development of preventive maintenance programs.

With his extensive experience with parking structure restoration projects, he provides owners with the added insight into durability design and what is needed to provide a long-lasting parking structure.

Rick’s recent parking structure experience in Ann Arbor includes the Wall Street Parking Structure for the University of Michigan involving multiple stakeholders located in an urban environment in Ann Arbor, Michigan, and the Ann Arbor VA Hospital East Parking Structure expansion scheduled for construction this fall. He is currently managing the design of two parking structures in Texas and Ohio, and is finishing two feasibility studies in Michigan.

REPRESENTATIVE PROJECTS:

Univ. of Michigan Ann Street Parking Structure
Ann Arbor, MI
535 space parking structure

Univ. of Michigan Wall St. Structure
Ann Arbor, MI
735 space parking structure
(urban environment)

Oakland University Parking Structure
Rochester, MI
900 space parking structure

Oaklawn Hospital Parking Structure
Marshall, MI
235 space parking structure
(urban environment)

Fuller Road Station Parking Structure
Ann Arbor, MI
1000 car cast-in-place structure with bus,
shuttle and taxi transportation center

James W. Rutherford Parking Structure
Flint, MI
577 space parking structure
(urban environment)

Wyatt Parking Structure
Southfield, MI
330 space parking structure

VA Ann Arbor West Parking Structure
Ann Arbor, MI
Design of 307 space parking structure

Arlington Parking Structure
Arlington, TX
600 space parking structure

Promedica Toledo Hospital
Toledo, OH
450 space parking structure

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SUBCONTRACTOR INFORMATION



Kahn



Company Profile



Johnson & Wales University

Walker Parking Consultants is the global leader in providing parking consulting and parking design services. Founded in 1965, we pioneered the field of parking consulting. Today the firm has over 250 employees delivering a wide range of parking planning, design, engineering, and restoration services.

The firm is based in the U.S. with 14 domestic offices and 2 in the United Arab Emirates, is ranked #263 in Engineering News Record's Top 500 Design Firms and #13 in Building Design + Construction's Giants 300 Engineering/Architecture Firms.

We serve a broad spectrum of markets including healthcare, education, government, aviation, residential, retail and commercial development, entertainment, hospitality and athletic venues. This diversity allows our staff the luxury of collaborating with a large cross section of client types and developing best practices for their specific parking issues, helping them unlock the potential of their projects.

Walker at a Glance...

Full Service – Single Focus

A niche firm focused solely on the parking industry and providing full design, engineering, planning, P3 and management/operational consulting, and facility restoration.

Global Experience – Local Knowledge

Has consulted on or designed projects across the nation and around the world and developed in-depth local knowledge of geographic markets, both domestic and international. Our offices are within two hours of every major metropolitan area in the United States.

Experienced Staff – Creative Minds

Our project teams pair seasoned industry experts with young talent to produce creative, cutting edge parking solutions. The result? Staff at all levels who have learned from the very best in their fields, and collaborations that have led to over 100 awards for creative designs, including the first LEED certified stand-alone parking garage in the U.S.

Quality Projects – Loyal Customers

Continually delivers high quality projects for our clients and has consistently outperformed the industry with regards to change orders and construction rework. The result has been a repeat client rate of over 90% and a change order percentage 75% below the industry average.

Practical Experience – Proven Solutions

Our planning and operations consultants have completed hundreds of studies and conducted thousands of hours of research. We take special care to make technological and operational recommendations that are leading edge, but also realistic and implementable. We focus on proven solutions that can improve the patron experience as well our client's operational efficiency and bottom line.

SERVICES:

PLANNING

- Supply/Demand
- Parking Alternatives
- Site Analysis
- Traffic Engineering
- Parking and Transportation Master Planning
- Wayfinding/Pedestrian Travel
- Airport Landside Planning
- Shared Parking Analysis

DESIGN

- Prime Design
- Architecture
- Structural Engineering
- Electrical Engineering
- Mechanical Engineering
- Automated Parking Systems

FINANCIAL

- Market and Financial Analysis Planning
- Financing Alternatives
- P3 Monetization

OPERATIONS

- Parking Operations
- Operational Audits
- Due Diligence Studies
- Operator Selection
- Car Park Management Systems

SYSTEMS

- Lighting, Security, Signage
- Functional Layouts
- Access and Circulation Systems
- Durability Engineering

RESTORATION

- Structural Investigations
- Seismic Retrofit
- Due Diligence
- Repair Documents
- Asset Management
- Corrosion Protection Plan
- System Upgrades

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CLIENT REFERENCES



REFERENCES

We encourage you to contact the following client representatives to learn firsthand of Kahn's capabilities and effectiveness in developing successful design projects:

Mr. Paul O'Meara
City Engineering
City of Birmingham
151 Martin Street
Birmingham, Michigan 48012
P: 248.530.1836
E: pomeara@bhamgov.org

Mr. John Cox
Principal
1.618 Interests, LLC
First National Building
660 Woodward Ave., Suite 1500
Detroit, Michigan 48226
P: 313.300.8033
E: john.cox@1p618i.com

Ms. Susan Kopf
Grosse Point Shores Park Planning
795 Lake Shore Road
Grosse Pointe Shores, Michigan 48236
P: 313.882.7320
E: zuziamk@aol.com

Mr. Michael Kenyon
Grosse Point Shores Park Planning
795 Lake Shore Road
Grosse Pointe Shores, Michigan 48236
P: 313.881.6565

Mr. Mark Wallace
President & CEO
Detroit Riverfront Conservancy
600 Renaissance Center, Suite 1720
Detroit, Michigan 48243-1802
P: 313.566.8200



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PROJECT TIME LINE



Kahn

WHAT THE CITY OF BIRMINGHAM CAN EXPECT FROM OUR TEAM

DESIGN PHILOSOPHY

At Kahn we believe the best way to assure the City's philosophy and mission is carried out is through interactive dialogue.

Our **goal is to inspire innovative planning and design solutions** to address the needs of your community. Through our methodology of investigation, analysis and confirmation we will uncover the information which will help us make informed decisions. We will present the findings with a collaborative spirit so that together we can select the right solution for your community.

In the design approach we will:

- **Apply research based industry knowledge**
- **Listen and address resident and visitor safety concerns** as it applies to building development, interior planning and design solutions
- **Incorporate best practice community planning ideals** to influence site integration, architectural and sustainability trends

PROJECT KICK-OFF

A thorough project understanding is imperative for the Kahn team to deliver an appropriate and meaningful plan for the City. Together we will identify the current and projected needs to support the city's parking program and related priorities. The following tools will help us determine project scope, schedule and budget as we assure alignment with City of Birmingham's vision and goals. The goal for the pre-design process is to **embody a spirit of care and innovation that will support the quality and character of the downtown core.**

1. Project Goals and Objectives

Our team will explore ideas and share expertise in a collaborative and interactive session to discover the best way to meet the aims and goals of this project. The outcome is to identify Programming and Conceptual Design scope of work for each project site.

2. Inventory and Analysis

Based on the input and relative experience, the Kahn team will verify and refine the Preliminary Program to assure balance with overall objectives, mission, vision, goals, and the city's needs. The team will gather the following information to help the city determine the cost of expanding the existing deck or building a new garage.

- Review previous condition assessments of each deck
- Perform cursory condition assessment of each parking structure
- Update previous costs analysis for Pierce Garage
- Conduct similar evaluation and cost analysis for the Old Woodward deck.

3. Conceptual Blocks Plans

Through the use of a variety of tools and processes we will explore and evaluate relational options, set direction, and build consensus. The outcome will be the basis for a desired design solution to be developed and implemented in later phases.

4. Preliminary Massing Concepts

The Kahn team will work with the city and stakeholders to establish the physical vision for the development of the new parking facilities.

- Image Analysis or Visual Listening utilizes an interactive forum to examine preferred look and feel of the project. This process builds consensus among key stakeholders and the design team, creating a shared vision and instilling commitment to design outcome.

5. Feasibility Review & Conceptual Order of Magnitude

The Kahn team will review the previous Pierce Garage reports regarding vertical expansion feasibility and cost analysis. As mentioned in the RFP, these need to be “studied further”. Considering that this is a conceptual study, we have not included any further structural analysis of the frame and foundations, but rather will review and update the costs based on conclusions we reached in prior reports. In addition, the team will include a conservative contingency in our cost opinion for expected foundation upgrades as outlined in the prior report.

WORKING COMMITTEE REVIEW – ONE

In a collaborative workshop the team will present two options for each project site. Preliminary massing concepts and conceptual order of magnitude cost estimates will be review. The process will build consensus on a preferred solution for each project site.

1. Revise Preliminary Concepts (Two per Site)

The Kahn team will revise the preliminary concepts based on feedback from the workshop. The solutions may be a hybrid of the two presented to best support the project vision and goals.

2. Revise Order of Magntude

The Kahn team will revise the order of magnitude based on the preferred direction established during the workshop.

3. Prepare Revised Concepts

The Kahn team will prepare the revised concepts for use in the second working committee review.

WORKING COMMITTEE REVIEW – TWO

In the second collaborative workshop the team will select the program/option for each project site. Updated cost order of magnitudes will reflect the revised changes. The goal of this workshop will be to prepare a collective solution to support the project vision and goals.

1. Revise Preliminary Concepts (One per Site)

The Kahn team will revise the concepts based on feedback from the workshop number two. The solution for each site may be a hybrid of the two presented to best support the project vision and goals.

2. Revise Order of Magntude

The Kahn team will revise the order of magnitude based on the preferred direction establish during the workshop.

3. Prepare Preliminary Schematics

The Kahn team will prepare the revised schematic for use in the final working committee review.

WORKING COMMITTEE REVIEW – THREE

In the final workshop the team will build consensus and direction for a single solution for each project site. The final deliverables will be disussed and the next steps to deliver a final presentation to the City Commission for their support and approval to move forward.

City of Birmingham

Downtown Parking System Expansion

9/30/2015



Milestone Schedule

Service	November			December			January			February			March		
Project Kick Off															
Project Goals and Objectives															
Inventory & Analysis															
Conceptual Block Plans (2 per site)															
Preliminary Massing Concepts															
Feasibility Review															
Conceptual Order of Magnitude															
Working Committee Review - ONE															
Revise Preliminary Concepts															
Revise Order of Magnitude															
Prepare Revised Concepts															
Working Committee Review - TWO															
Revise Preferred Concepts (1 per site)															
Revise Order of Magnitude															
Prepare Schematic Renderings															
Working Committee Review - THREE															
Prepare Presentation															
Presentation to City Commission															
Issuance of RFP's to Developers															

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FEE PROPOSAL



Kahn

COMPENSATION

We are prepared to provide the services as described in the attached Work Plan for the City of Birmingham and are prepared to start as noted in the Project Milestone Schedule. We propose a lump fee of **\$65,360.00** (Sixty Five Thousand Three Hundred and Sixty Dollars) plus reimbursable expenses to complete the task as described.

The breakdown is as follows:

Project Kick-Off	
Inventory/Analysis, Conceptual Block Plans, Feasibility, Costing	\$20,880
Working Committee Review - ONE	
Revise Preliminary Concepts and Costing	\$17,300
Working Committee Review - TWO	
Revise Preferred Concepts and Costing	\$15,000
Working Committee Review - THREE	
Prepare Final Documents and City Commission Presentation	12,180
Total	\$65,360

ADDITIONAL SERVICES

For any Additional Services outside of proposed work plan our team suggests that our Hourly Billing Schedule be used for any approved additional scope.

Classification	Rate/Hour
Principals	\$190
Senior Architects/Landscape Architects/Planners	\$135
Senior Engineers	\$145
Architects/Landscape Architects/Planners	\$110
Engineers	\$110

REIMBURSABLE EXPENSES

Reimbursable Expenses will be in addition to fees for professional services, and will include expenses associated with authorized travel, printing cost, photographic work, computer software translations, expedited delivery, and renderings required for presentation. Kahn will add a 5% mark-up on reimbursable expenses for administration costs. The following is a list of estimated expenses:

Prints, marketing material and color copies	\$2,500
Total	\$2,500

October 21, 2015

Birmingham City Commission
151 Martin Street, P.O. Box 3001
Birmingham, MI 48012-3001

Re: Agreement and Declaration with Alden Development Group, LLC

Dear Mayor and Commissioners:

As you are aware, Alden Development Group is working on a project known as “Brookside Development”. Recently, this property was rezoned and as you were informed, discussions were ongoing between the City administration and Alden Development Group regarding the acquisition of a portion of land on the south side of the development to improve the width of the roadway adjacent to the North Woodward parking structure, in order to facilitate possible future development of the Bates Street’s extension.

The proposed Agreement and Declaration facilitates the City acquiring by quit claim deed, a parcel of property on the south side of Alden Development and adjacent to the roadway, sufficient to create a 40’ road that would be needed if the City ever develops Bates Street.

In addition, the City in return would create an open park parcel adjacent to the southwest corner of the Alden Development project, for the purposes of creating a buffer between the project and the possible development of the Bates Street extension.

Further, the City would agree to permit the Brookside Development to enter its proposed future underground parking from the expanded roadway to the North Old Woodward parking structure, thereby creating additional on-street parking when the current driveway for Brookside Development is eliminated.

In addition, the City will permit easements for pedestrian and vehicular traffic to and from Brookside Development over the roadway parcel.

Finally, the City would agree not to place any structures on the expanded roadway parcel, with the exception of parking related equipment.

In return for the considerations the City has granted, the parcel would be conveyed to the City without any cost to be incurred by the taxpayers.

Beier Howlett


Birmingham City Commission
October 21, 2015
Page 2

The proposed Agreement and Declaration together with the contemplated Quit Claim Deed, if approved, will be held in escrow pursuant to an escrow agreement mutually agreed to by counsel until such time as a final site plan is approved for the project, after which time the documents will be released for recording.

If you have any questions, please do not hesitate to contact me.

Very truly yours,

BEIER HOWLETT, P.C.


Timothy J. Currier
Birmingham City Attorney

TJC/jms

PROPOSED RESOLUTION

**TO APPROVE THE AGREEMENT AND DECLARATION, AND AUTHORIZE
THE MAYOR AND CLERK TO EXECUTE THE AGREEMENT;**

OR

TO REJECT THE PROPOSED AGREEMENT AND DECLARATION.



Williams Williams Rattner & Plunkett, P.C.
Attorneys and Counselors

380 North Old Woodward Avenue
Suite 300

Birmingham, Michigan 48009

Tel: (248) 642-0333

Fax: (248) 642-0856

October 21, 2015

Richard D. Rattner
rdr@wrplaw.com

Via Electronic Mail

Timothy J. Currier, Esq.
City Attorney, City of Birmingham
Beier Howlett PC
200 E. Long Lake Road, Suite 110
Bloomfield Hills, Michigan 48304

Re: Brookside Development - Delivery of Agreement and Declaration – In Escrow

Dear Tim:

This confirms our phone conversation of today wherein we agreed that upon execution of the attached Agreement and Declaration, said document will be held in escrow by you and me pursuant to an “Escrow Agreement” to be mutually agreed upon by the parties. The Escrow Agreement shall provide, inter alia, that the Agreement and Declaration is contingent upon the City of Birmingham granting a final site plan approval for the Brookside Development and that that approval be final and nonappealable. Further, the Escrow Agreement will provide for deposit of a quit claim deed from Alden to the City of Birmingham pursuant to the terms of the Agreement and Declaration. The Escrow Agreement shall also clearly state that the Agreement and Declaration is contingent upon the City of Birmingham granting a final and nonappealable site plan approval, and in the event final approval of the site plan is not granted, or an appeal is successful in overturning such final site plan approval, then the Agreement and Declaration shall be deemed null and void, of no further force and effect, and the quit claim deed shall be released to Alden and the Agreement and Declaration shall be destroyed by the Escrow Agents.

I trust this accurately reflects our agreement, and if so, kindly execute this document below where indicated so that we may move forward with this matter as intended.

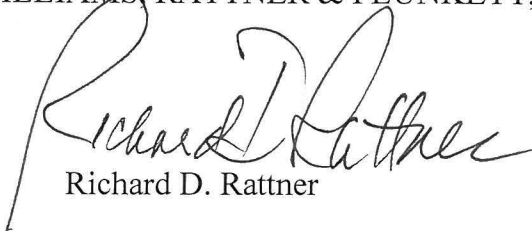
Timothy J. Currier, Esq.
October 21, 2015
Page 2

W | W | R | P

Should you have any further questions or comments with regard to the above, please do not hesitate to call. With kind regards, I am,

Very truly yours,


WILLIAMS, WILLIAMS, RATTNER & PLUNKETT, P.C.



Richard D. Rattner

RDR/cmc
Enclosure

I have read, understand and agree to the following and, on behalf of the City of Birmingham, execute this agreement in acknowledgment thereof.



Timothy J. Currier
City Attorney
City of Birmingham

AGREEMENT AND DECLARATION

This Agreement and Declaration (“Agreement”) is made this _____ day of _____, 2015 (“Effective Date”) by and between the City of Birmingham, a Michigan municipal corporation (“City”), whose address is 151 Martin Street, P.O. Box 3001, Birmingham, Michigan 48012, and Alden Development Group LLC, a Michigan limited liability company (“Alden”), whose address is 27777 Franklin Road, Suite 200, Southfield, Michigan 48034. The City and the Alden are referred to herein collectively as the “Parties” and individually as a “Party.”

RECITALS

A. Alden is the owner of a parcel of land consisting of .88+/- acres located on the west side of North Old Woodward in Birmingham, Michigan, between the North Old Woodward parking structure and Booth Park, as more particularly described and shown in **Exhibit A** attached hereto and incorporated herein by reference (“Alden Property”). Provided however, subsequent to the delivery by Alden to the City of the Quit Claim Deed for the Expanded Roadway Parcel, as contemplated herein and set forth below in paragraph E of these Recitals, the “Alden Property” shall reference and be deemed to be reduced in size and to not include the Expanded Roadway Parcel so deeded.

B. The City has approved the preliminary site plan attached hereto as **Exhibit B** attached hereto and incorporated herein by reference for the construction of a mixed use building on the Alden Property as permitted by the City’s Zoning Ordinances (“Brookside Development”); and further Alden is in the process of obtaining a final site plan approval.

C. The City is the owner of a parcel of land consisting of a driveway located adjacent to the southerly boundary of the Alden Property, being more particularly described and shown on **Exhibit C** attached hereto and incorporated herein by reference (“Roadway Parcel”).

D. The City is also the owner of a certain parcel of land located adjacent to the southwest boundary of the Alden Property as described and shown on **Exhibit D** attached hereto and incorporated herein by reference (“Open Park Parcel”). The Roadway Parcel and Open Park Parcel are collectively referred to herein as the “City Property.”

E. The City desires to obtain the fee interest in a certain portion of the Alden Property located along the southern property line of the Alden Property as described and shown on **Exhibit E** (“Expanded Roadway Parcel”),

the Alden Property as described and shown on **Exhibit E** (“Expanded Roadway Parcel”), pursuant to the terms and conditions of this Agreement. Provided however, subsequent to the delivery by Alden to the City of the Quit Claim Deed for the Expanded Roadway Parcel, as contemplated herein, the term “City Property” as used herein shall reference and be deemed to include the Expanded Roadway Parcel, whether or not specifically called out in the text.

F. Alden is willing to deliver a Quit Claim Deed for the Expanded Roadway Parcel to the City in return for cross easement rights across, over and under the City Property as set forth herein, together with other consideration as more particularly set forth in this Agreement.

G. As a condition of this Agreement, Alden requires certain use restrictions be imposed upon the City Property and the Expanded Roadway Parcel with respect to maintaining an open area with no structures on the City Property and the Expanded Roadway Parcel as set forth in the Agreement; provided however, if all or a part of the City Property and Expanded Roadway Parcel is used as the exit or entrance to a parking lot, the City may maintain and install automatically controlled, unmanned free standing devices that control the entrance and exit from a parking lot, automatically dispense parking entrance tickets and automatically receive parking fees upon exiting the lot, together with crossing arms that raise and lower to control the vehicular entrance and exit from the parking lot (collectively “Parking Control Devices”), and which Parking Control Devices shall be in locations which are reasonably acceptable to Alden and shall be similar in size and height to the devices used by the City at the City owned parking structures that are existing as of the Effective Date of this Agreement (see example in **Exhibit F**).

NOW, THEREFORE, for and in consideration of a premise, easements, restrictions and encumbrance contained herein, and \$10.00 and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties hereby agree as follows.

1. Definitions

A. **Owner:** “Owner” shall mean the record owner from time to time (whether one or more persons), of title to any parcel, or portion thereof, including without limitation any co-owners, or other “Occupants” and “Permitted Users”, as those terms are defined herein, but excluding those holding security interests for the performance of an obligation. Notwithstanding the foregoing, in the event a parcel, or portion thereof, is ground leased for a term of at least 20 years, the ground lease lessee shall be deemed the “Owner” for the term of such ground lease in lieu of such record owner for purposes of this Agreement.

B. **Access Facilities:** “Access Facilities” shall mean all roadways, access drives, driveways, entrances, walkways, landscaped areas, curving, curb cuts, lighting, markings, directional signs, pavement and any other structures or improvements used for access and located on the City Property and the Expanded Roadway Parcel as the same may exist from time to time.

C. **Easement Areas:** “Easement Areas” shall mean all areas of the City Property and the Expanded Roadway Parcel on, over, under and across which the easement rights have been granted pursuant to this Agreement.

D. **Laws:** “Laws” shall mean all laws, ordinances, requirements, orders, codes, directives, rules and regulations of the federal, state, county and municipal governments and of all governmental authorities affecting the City Property and Expanded Roadway Parcel or appurtenance thereto or to any part of the owner’s parcel, whether the same are enforced at the recording of this Agreement or in the future or past, enacted or directed.

2. **Grant of Easements.**

A. **Access Easement.** City, as owner of the City Property and the Expanded Roadway Parcel (upon the delivery of the Quit Claim Deed by Alden as herein contemplated), and in consideration of the terms, covenants and conditions of this Agreement, hereby grants, bargains, transfers and conveys to Alden as the owner of the Alden Property, and to its Permitted Users, successors, successors in interest, heirs and assigns of any part or all of the Alden Property, an irrevocable and nonexclusive right and easement for ingress and egress of pedestrian and vehicular (both commercial and noncommercial) passage in, on, over and across the Access Facilities, Easement Areas and any part of the City Property and Expanded Roadway Parcel for any purpose (“Alden Access Easement”). This grant of the Alden Access Easement includes but is not limited to access to and from all parking, residential and service areas of the Alden Property located along the entire southern property line of the Alden Property as it may exist from time to time.

B. **Open Space Requirement.** The City shall not at any time build or construct any buildings, structures or improvements or otherwise redevelop in any way the City Property and/or the Expanded Roadway Parcel, and/or modify any Access Facilities or Easements Areas. Provided, however, the Roadway Parcel and the Expanded Roadway Parcel may be improved as a road as long as no structures are constructed on said City Property or Expanded Roadway Parcel, and provided further, that if all or a part of said City Property and Expanded Roadway Parcel is used as the exit or entrance to a parking lot the City may construct the Parking Control Devices in the form and manner described in paragraph G of the Recitals. Notwithstanding the foregoing, the Roadway Parcel, Expanded Roadway Parcel and Open Park Parcel shall not be modified without prior written approval of Alden.

C. **Permitted Users.** The City hereby further grants, bargains, transfers, conveys and assigns the benefit of the Alden Access Easement to all of the tenants, Owners, co-owners, occupants, lessees (collectively “Occupants”) business invitees, and social invitees and any other persons that enter and exit the Alden Property as permitted by said Occupants in their sole discretion (collectively “Permitted Users”).

D. **Use Restrictions.** The City shall keep and maintain the City Property as open space and no part of the City Property shall be used for any structures of any kind, including without limitation, buildings, structures or improvements of any kind or nature. Provided, however, that the Roadway Parcel and Expanded Roadway Parcel may be used as a road by the City, with the appropriate improvements to that road provided those improvements do not include structures other than pavement of the roadway and such improvements do not in any way encumber, prohibit or interfere with the use by Alden or its Permitted Users of the easements granted herein. Further, if all or a part of said City Property and Expanded Roadway Parcel is

used as the exit or entrance to a parking lot the City may construct the Parking Control Devices in the form and manner described in paragraph G of the Recitals. Notwithstanding the foregoing, the Open Park Land Parcel shall be landscaped and maintained by the City as an open space park without any permanent or temporary structures thereon.

3. Maintenance and Taxes.

A. Maintenance. Alden and the City shall each be responsible for the maintenance, at its own cost, of its respective parcels, including the Easement Areas and Access Facilities located on its parcel, in accordance with the Laws and otherwise in good, clean and sanitary order and in a condition comparable to a first class roadway and park condition for the City of Birmingham, Michigan. Alden, its successors, heirs and assigns shall pay all taxes and assessments levied against it with respect to the Alden Property which shall become due and payable after the date of this Agreement, provided that the size of the Alden Property shall be reduced by an amount equal to the area of the Expanded Roadway Parcel.

B. Rights of Mortgagees. This Agreement and Declaration shall not in any way defeat or render invalid the lien of any mortgage or other security instrument whether presently in existence or hereafter recorded against the Alden Property, but any such lien shall be subordinate and subject to the provisions of this Agreement but not to any liens created by this Agreement. If any portion of the Alden Property is purchased in connection with a foreclosure of such mortgage or security instrument or is conveyed to the party so secured in lieu of foreclosure, any person so acquiring or purchasing in his successor or assign shall hold any and all real property so purchased or acquired subject to the provisions of this Agreement. Simultaneously with this Agreement, the parties shall obtain an agreement from any existing holders of such mortgage or other security instrument or their respective parcel subordinating the terms thereof to the terms of this Agreement. Any mortgage lien on the Expanded Roadway Parcel shall be discharged prior to conveyance to the City as contemplated herein.

C. Duration. Unless otherwise canceled or terminated, all of the easements and rights granted in this Agreement, and other obligations shall be irrevocable and continue in perpetuity, provided however, if such duration would violate any common law or statutory rule pertaining to the duration of restrictions, then such restriction shall be limited to the longest period allowed by law. If the filing of any recorded extensions may prolong the duration of such restrictions, then such extensions shall be recorded by the Parties or their successor or assigns, at the appropriate time.

D. Temporary Interruption. In the event the City constructs, repairs or replaces any part or all of a roadway permitted in this Agreement, or any Access Facilities or Easement Areas, the City shall at all times arrange the construction or repair work so that it does not interfere with the Alden Access Easement, and that all Occupants and other Permitted Users of the Alden Access Easement have full and unencumbered access to ingress and egress over, under, in and across the Access Facilities, Easement Areas, the City Property and the Expanded Roadway Parcel. If the City determines that such construction activity must temporarily block or otherwise materially interfere with any Access Facilities or Easement Areas, then the City shall give 30

days prior written notice to Alden, shall provide Alden with any construction plans and schedules related to said interruption, shall arrange for alternative parking and other temporary plans to provide for alternative access to the easements granted herein to the Brookside Development, and shall interrupt said Access Facilities and Easement Areas for the least amount of time reasonably possible so that said interruption is removed as soon as possible.

4. Miscellaneous

A. Covenants Run With Land; Successors and Assigns. This Agreement shall be perpetual in nature, **shall run with the land** and shall benefit and be binding upon the Owners, their heirs, administrators, representatives, successors and assigns. This Agreement shall be recorded with the Oakland County Register of Deeds. Any transferee of any property described in this Agreement, part or all of either or both of the City Property or Alden Property shall automatically be deemed, by acceptance of a deed, a co-owner's interest in a condominium, a leasehold interest satisfying the conditions set forth in Section 1(A) above, or any ownership interest in and to any property described in this Agreement, or portion thereof, to have assumed all obligations set forth herein, and to have agreed to comply with the provisions hereof. The transferor of any such property shall, upon the completion of the transfer, be relieved of all liability hereunder except that which arose during the transferor's period of ownership and which remains unsatisfied on the date transfer.

B. Exclusive Remedies of Alden and No Implied Easements. This Agreement is for the exclusive benefit of Alden, including all Occupants and the Permitted Users and nothing herein, express or implied, shall confer upon any person, other than the Alden, the Occupants and Permitted Users, and their heirs, administrators, legal representatives, successors, successors in interest, and assigns, any rights or remedies under or by reason of this Agreement. No easements, except those expressly set forth herein shall be implied by this Agreement.

C. Severability. If any provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision, to any other person or circumstance shall not be affected thereby; the remainder of this Agreement shall be given effect as if such invalid or inoperative portion had not been included.

D. Applicable Law. This Agreement shall be construed in accordance with the laws of the State of Michigan.

E. No Partnership or Joint Venture. Nothing in this Agreement shall be construed to make the Parties hereto partners or joint venturers or render any of said Parties liable for the debts or obligations of the others.

F. Interpretation. Wherever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa, as the context shall require. The section headings used herein are for reference and convenience only, and shall not enter into the interpretation hereof. This Agreement may be

executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

G. Entire Agreement; Amendment. This Agreement, including the Recitals and the Exhibits attached hereto are all incorporated herein by reference, are collectively deemed as the entire Agreement between the parties and set forth the entire agreement between the Parties governing the City Property and the Alden Property. There are no statements, promises, representations or understandings, oral or written, relative to this Agreement not herein expressed.

H. Amendment. This Agreement (including the Recitals and Exhibits) may be modified or canceled only by mutual agreement of all of the Owners as set forth in a written document and which shall be effective upon recording with the appropriate recording office.

I. Transfer Taxes. This instrument is exempt from Michigan real estate transfer tax pursuant to MCL 207.526(a). This instrument is exempt from county real estate transfer tax pursuant to MCL 207.505(a).

[signatures on following pages]

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

CITY:

CITY OF BIRMINGHAM,
a Michigan municipal corporation

By: _____
Name: Stuart Lee Sherman
Title: Mayor

STATE OF MICHIGAN)
)ss.
COUNTY OF OAKLAND)

In _____ on this ____ day of _____, 2015, before me personally appeared Stuart Lee Sherman, Mayor of the **CITY OF BIRMINGHAM**, a Michigan municipal corporation, who proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, or personal knowledge of the undersigned, to be the party executing the foregoing instrument and he acknowledged said instrument, by him executed to be his free act and deed, his free act and deed in said capacity and the free act and deed of the **CITY OF BIRMINGHAM**.

Notary Public
_____ County, Michigan
Acting in _____ County, Michigan
My Commission Expires: _____

Prepared by and when recorded return to:

Richard D. Rattner
Williams, Williams, Rattner & Plunkett, P.C.
380 N. Old Woodward Ave., Suite 300
Birmingham, Michigan 48009

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

CITY:

CITY OF BIRMINGHAM,
a Michigan municipal corporation

By: _____
Name: Laura Pierce
Title: Clerk

STATE OF MICHIGAN)
)ss.
COUNTY OF OAKLAND)

In _____ on this ____ day of _____, 2015, before me personally appeared Laura Pierce, Clerk of the **CITY OF BIRMINGHAM**, a Michigan municipal corporation, who proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, or personal knowledge of the undersigned, to be the party executing the foregoing instrument and she acknowledged said instrument, by her executed to be her free act and deed, her free act and deed in said capacity and the free act and deed of the **CITY OF BIRMINGHAM**.

Notary Public
_____ County, Michigan
Acting in _____ County, Michigan
My Commission Expires: _____

Prepared by and when recorded return to:

Richard D. Rattner
Williams, Williams, Rattner & Plunkett, P.C.
380 N. Old Woodward Ave., Suite 300
Birmingham, Michigan 48009

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

ALDEN:

ALDEN DEVELOPMENT GROUP LLC,
a Michigan limited liability company

By: [Signature]
Name: Gary A. Shiffman
Title: managing partner

STATE OF MICHIGAN)
)ss.
COUNTY OF OAKLAND)

In Oakland County on this 21 day of October, 2015, before me personally appeared Gary A. Shiffman [Person], Managing Partner [Title] of ALDEN DEVELOPMENT GROUP LLC, a Michigan limited liability company, who proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, or personal knowledge of the undersigned, to be the party executing the foregoing instrument and he/she acknowledged said instrument, by him/her executed to be his/her free act and deed, his/her free act and deed in said capacity and the free act and deed of ALDEN DEVELOPMENT GROUP LLC.


[Signature]
Notary Public
Macomb County, Michigan
Acting in Oakland County, Michigan
My Commission Expires: July 25, 2018

Prepared by and when recorded return to:

Richard D. Rattner
Williams, Williams, Rattner & Plunkett, P.C.
380 N. Old Woodward Ave., Suite 300
Birmingham, Michigan 48009

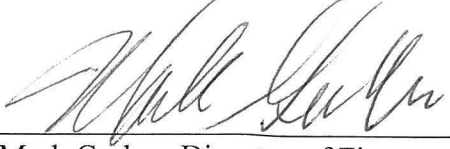
Approved:

Joseph A. Valentine, City Manager
(Approved as to substance)



Timothy J. Currier, City Attorney
(Approved as to form)

Paul O'Meara, City Engineer
(Approved as to substance)



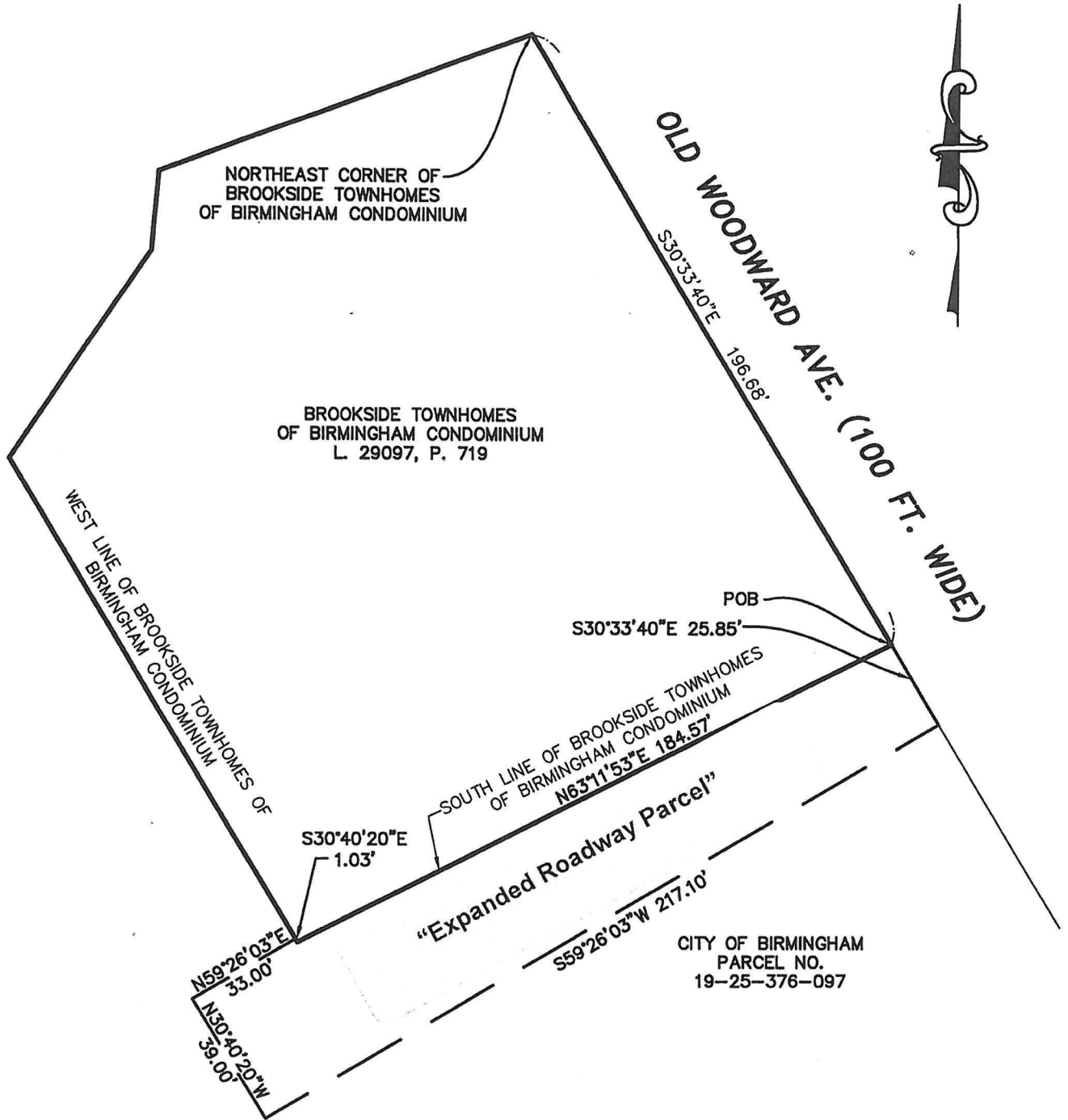
Mark Gerber, Director of Finance
(Approved as to financial obligation)

EXHIBIT A
LEGAL DESCRIPTION OF "ALDEN PROPERTY"

DESCRIPTION

UNITS 1, 2 & 3 OF BUILDING 1 AND UNITS 4, 5, 6, 7, 8 & 9, BUILDING 2, BROOKSIDE TOWNHOMES OF BIRMINGHAM CONDOMINIUM ACCORDING TO THE MASTER DEED RECORDED IN LIBER 29097, PAGE 719, AS AMENDED, AND DESIGNATED AS OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 1532, TOGETHER WITH RIGHTS IN THE GENERAL COMMON ELEMENTS AND THE LIMITED COMMON ELEMENTS AS SHOWN ON THE MASTER DEED AND AS DESCRIBED IN ACT 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED.

Exhibit C
Legal Description of "Roadway Parcel"



DESCRIPTION:

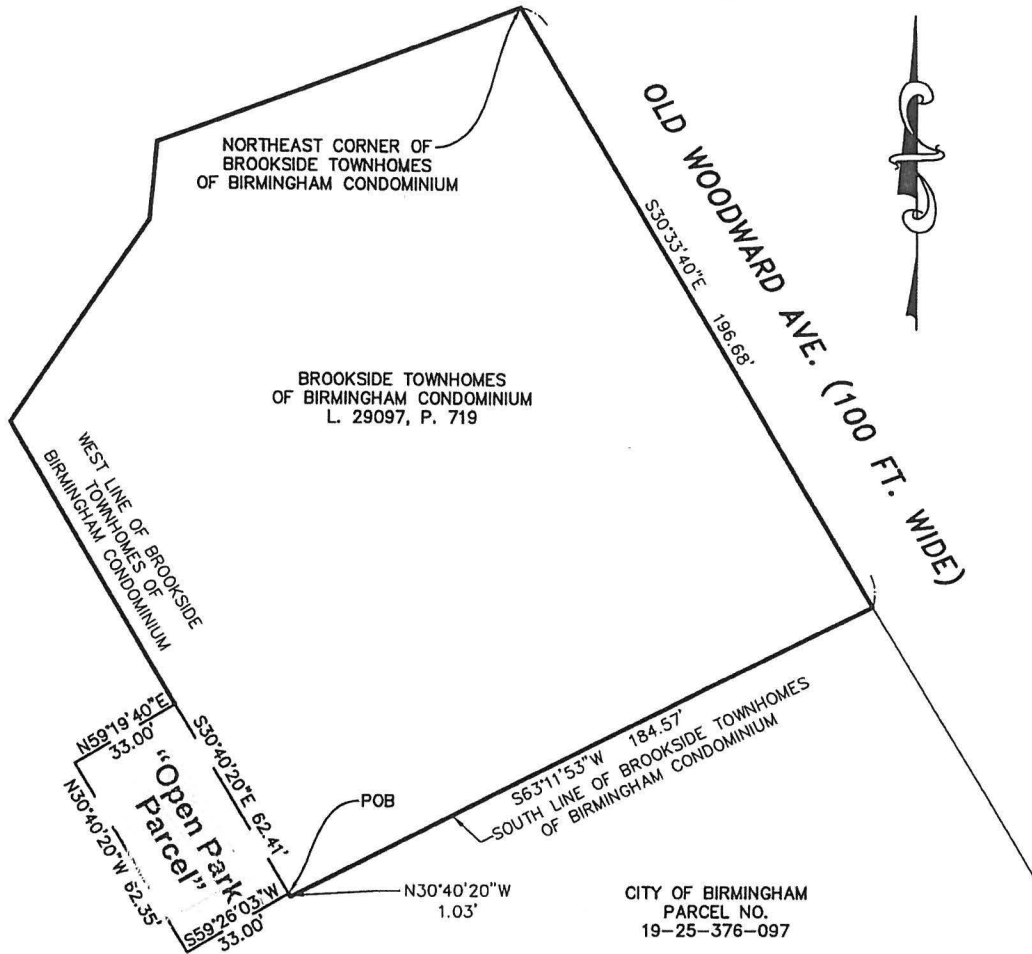
COMMENCING AT THE NORTHEAST CORNER OF BROOKSIDE TOWNHOMES OF BIRMINGHAM CONDOMINIUM, ACCORDING TO THE MASTER DEED RECORDED IN LIBER 29097, PAGE 719, OAKLAND COUNTY RECORDS, OAKLAND COUNTY, MICHIGAN; THENCE S30°33'40"E 196.68 FEET ALONG THE WESTERLY LINE OF OLD WOODWARD AVENUE (100 FEET WIDE) TO THE POINT OF BEGINNING; THENCE CONTINUING S30°33'40"E 25.85 FEET; THENCE S59°26'03"W 217.10 FEET; THENCE N30°40'20"W 39.00 FEET; THENCE N59°26'03"E 33.00 FEET; THENCE S30°40'20"E 1.03 FEET ALONG THE WEST LINE OF SAID BROOKSIDE TOWNHOMES OF BIRMINGHAM CONDOMINIUM; THENCE N63°11'53"E 184.57 FEET ALONG THE SOUTH LINE OF SAID BROOKSIDE TOWNHOMES OF BIRMINGHAM CONDOMINIUM TO THE POINT OF BEGINNING.



46892 WEST ROAD
SUITE 109
NOVI, MICHIGAN 48377
(248) 926-3701 (BUS)
(248) 926-3765 (FAX)

CLIENT: ALDEN DEVELOPMENT GROUP	DATE: 10-19-15
ACCESS EASEMENT	DRAWN BY: JRV
	CHECKED BY: GLM
369 N. OLD WOODWARD AVE. SECTION: 25 TOWNSHIP: 2N RANGE: 10E CITY OF BIRMINGHAM OAKLAND COUNTY MICHIGAN	SCALE: HOR 1" = 40 FT. VER 1" = - FT.
	0 20 40
FBK:	1
CHF:	
	14-472

**Exhibit D
Legal Description of "Open Park Parcel"**



DESCRIPTION:

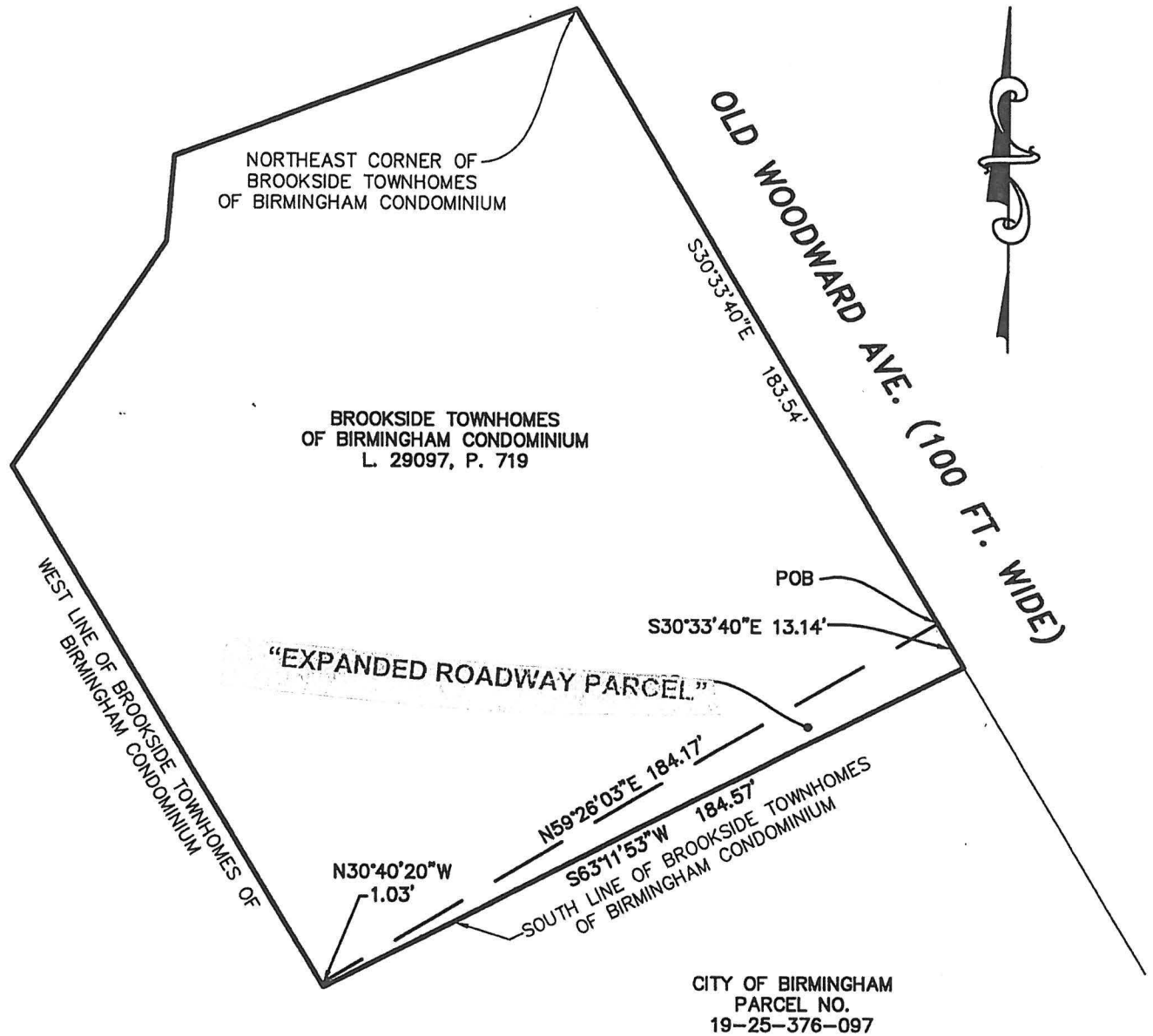
COMMENCING AT THE NORTHEAST CORNER OF BROOKSIDE TOWNHOMES OF BIRMINGHAM CONDOMINIUM, ACCORDING TO THE MASTER DEED RECORDED IN LIBER 29097, PAGE 719, OAKLAND COUNTY RECORDS, OAKLAND COUNTY, MICHIGAN; THENCE S30°33'40"E 196.68 FEET ALONG THE WESTERLY LINE OF OLD WOODWARD AVENUE (100 FEET WIDE); THENCE S63°11'53"W 184.57 FEET ALONG THE SOUTH LINE OF SAID BROOKSIDE TOWNHOMES OF BIRMINGHAM CONDOMINIUM; THENCE N30°40'20"W 1.03 FEET ALONG THE WEST LINE OF SAID BROOKSIDE TOWNHOMES OF BIRMINGHAM CONDOMINIUM TO THE POINT OF BEGINNING; THENCE S59°26'03"W 33.00 FEET; THENCE N30°40'20"W 62.35 FEET; THENCE N59°19'40"E 33.00 FEET; THENCE S30°40'20"E 62.41 FEET ALONG THE WEST LINE OF SAID BROOKSIDE TOWNHOMES OF BIRMINGHAM CONDOMINIUM TO THE POINT OF BEGINNING.

ALPINE
ENGINEERING, INC.
CIVIL ENGINEERS & LAND SURVEYORS

46892 WEST ROAD
SUITE 109
NOVI, MICHIGAN 48377
(248) 926-3701 (BUS)
(248) 926-3765 (FAX)

CLIENT: ALDEN DEVELOPMENT GROUP	DATE: 10-19-15
OPEN AREA EASEMENT	DRAWN BY: JRV
	CHECKED BY: GLM
369 N. OLD WOODWARD AVE. SECTION: 25 TOWNSHIP: 2N RANGE: 10E CITY OF BIRMINGHAM OAKLAND COUNTY MICHIGAN	0 20 40
	FBK: 1
	CHF: 14-472
	SCALE HOR 1"=40 FT. VER 1"=- FT.

**Exhibit E
Legal Description of
"Expanded Roadway Parcel"**



DESCRIPTION:

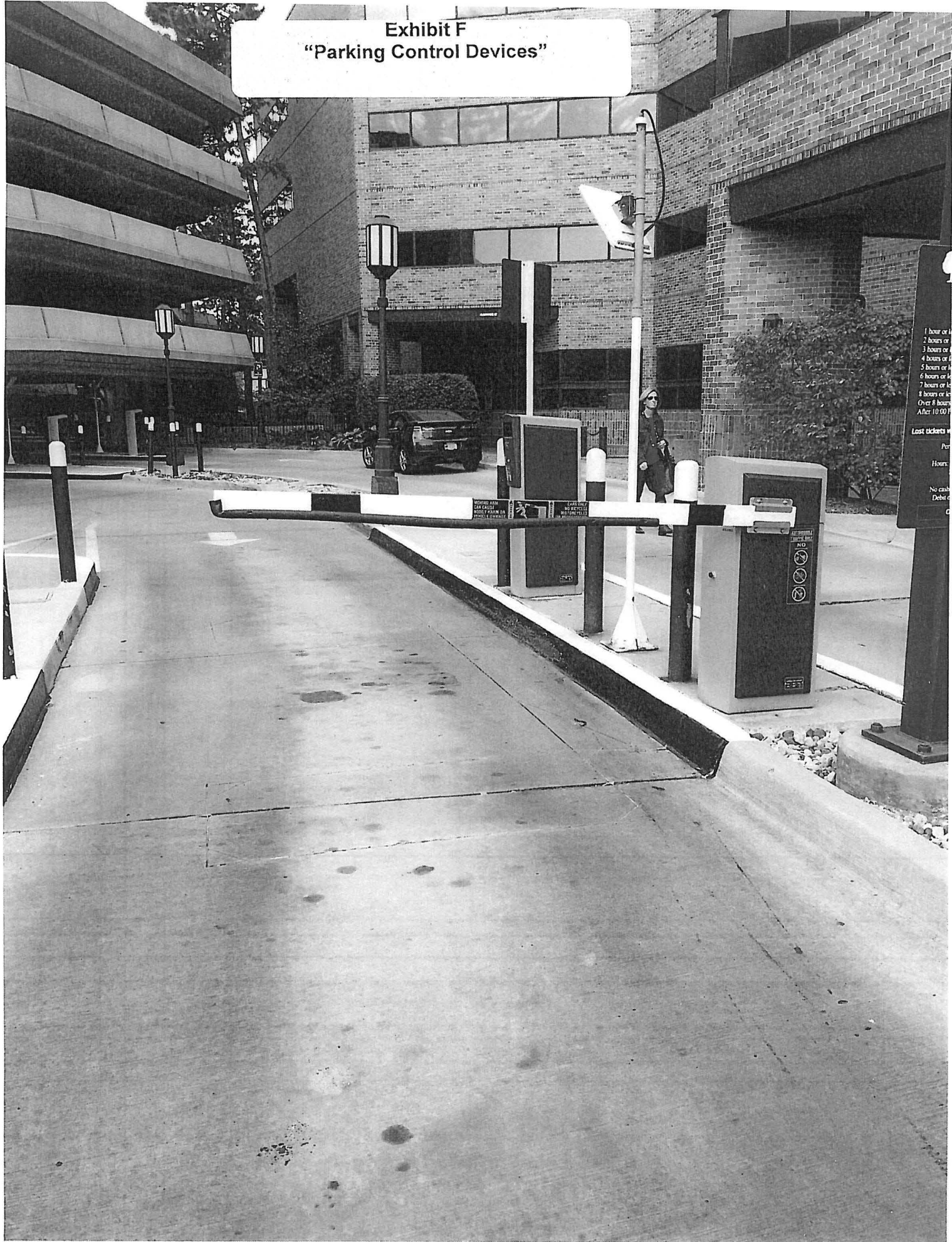
COMMENCING AT THE NORTHEAST CORNER OF BROOKSIDE TOWNHOMES OF BIRMINGHAM CONDOMINIUM, ACCORDING TO THE MASTER DEED RECORDED IN LIBER 29097, PAGE 719, OAKLAND COUNTY RECORDS, OAKLAND COUNTY, MICHIGAN; THENCE S30°33'40"E 183.54 FEET ALONG THE WESTERLY LINE OF OLD WOODWARD AVENUE (100 FEET WIDE) TO THE POINT OF BEGINNING; THENCE CONTINUING S30°33'40"E 13.14 FEET; THENCE S63°11'53"W 184.57 FEET ALONG THE SOUTH LINE OF SAID BROOKSIDE TOWNHOMES OF BIRMINGHAM CONDOMINIUM; THENCE N30°40'20"W 1.03 FEET ALONG THE WEST LINE OF SAID BROOKSIDE TOWNHOMES OF BIRMINGHAM CONDOMINIUM; THENCE N59°26'03"E 184.17 FEET TO THE POINT OF BEGINNING.

ALPINE
ENGINEERING, INC.
CIVIL ENGINEERS & LAND SURVEYORS

46892 WEST ROAD
SUITE 109
NOVI, MICHIGAN 48377
(248) 926-3701 (BUS)
(248) 926-3765 (FAX)

CLIENT: ALDEN DEVELOPMENT GROUP	DATE: 10-19-15
ACCESS EASEMENT	DRAWN BY: JRV
	CHECKED BY: GLM
	SCALE: HOR 1" = 40 FT. VER 1" = - FT.
369 N. OLD WOODWARD AVE. SECTION: 25 TOWNSHIP: 2N RANGE: 10E CITY OF BIRMINGHAM OAKLAND COUNTY MICHIGAN	 FBK: 1 CHF: 14-472

Exhibit F
"Parking Control Devices"





TAKE YOUR TICKET >>
MAKE YOUR PAYMENT

EASY Pay Stations
on Level 1

Pay BEFORE
returning to your
vehicle

0 Push Button
For Ticket
1 Take Ticket



MEMORANDUM

Office of the City Manager

DATE: October 15, 2015
TO: City Commission
FROM: Joseph A. Valentine, City Manager
SUBJECT: Request for Closed Session – Pending Litigation
Wolf vs City of Birmingham

It is requested that the city commission meet in closed session to review pending litigation regarding Wolf vs City of Birmingham pursuant to Section 8(e) of the Open Meetings Act.

SUGGESTED RESOLUTION:

To meet in closed session to review pending litigation regarding Wolf v City of Birmingham pursuant to Section 8(e) of the Open Meetings Act.



Laura Pierce <lpierce@bhamgov.org>

LETTER TO COMMISSIONERS FOR OCT. 26th MTG.

1 message

Alice Thimm <adthimm@att.net>

Wed, Oct 21, 2015 at 10:08 AM

To: "Laura M. Pierce" <lpierce@bhamgov.org>

Cc: "Joseph A. Valentine" <jvalentine@bhamgov.org>

Dear Mayor Sherman and City Commissioners,

I and many others have a concern with S. Eton from Maple to Lincoln. There was a study to rebuild the road and a very good plan was provided by Norman Cox of Greenway Collaborative. Adoption of the plan presented addresses and would resolve a serious safety issue that has existed for too long. For any vehicle or pedestrian wanting to enter or cross S. Eton from any of the side streets along the west side of S. Eton Road, it poses a very dangerous situation. When cars are parked along the west side of S. Eton, anyone wanting to cross or enter the road needs to actually enter the lane of southbound traffic in order to see around the cars parked either to the right or left of the side street.

Any residents living on the side streets that corner on S. Eton have the use of their driveways, garages, and, parking for them is also available in the street in front of their home. Except as a choice or for convenience, there is no need for those residents to park on S. Eton. Parking is however needed on the east side of the road for the businesses but no parking should be permitted on the west side as it is definitely a safety issue.

It would also be good to see a safe connection of the bike lane on N. Eton to a bike lane along the west side of S. Eton going down to Lincoln. There are many bikers in the Pembroke Manor neighborhood who now either walk or ride their bikes to the new brewery, the businesses in the Rail District, and all the facilities at Kenning Park. Connected bike lanes would insure safer travel. Also, if a bike lane would be planned for Lincoln, it would provide further east-west connection to destinations.

I encourage the Commission to adopt and implement the Greenway Collaborative S. Eton Road plan which would have a safe bicycle lane, bump-outs, and especially no parking on the west side of S. Eton.

Sincerely,

Alice Thimm

Sent from my iPad



**NOTICE OF INTENTION TO INTERVIEW
FOR APPOINTMENT TO THE
PRINCIPAL SHOPPING DISTRICT BOARD**

At the regular meeting of Monday, November 23, 2015, the Birmingham City Commission intends to interview three applicants for appointment to the Principal Shopping District Board. The ordinance states that the City Manager will make the appointment with the concurrence of the City Commission. These members, to serve four-year terms to expire November 16, 2019, must be business operators or property owners.

Interested persons may submit a form available from the city clerk's office. Applications must be submitted to the city clerk's office on or before noon on Wednesday, November 18, 2015. These documents will appear in the public agenda.

BOARD DUTIES

To oversee the expenditure of funds for the principal shopping district programs.

PRINCIPAL SHOPPING DISTRICT BOARD

Ordinance 1534 - Adopted September 14, 1992
 The Board shall consist of 12 members as follows:

- a) City Manager.
- b) Resident from an area designated as a principal shopping district.
- c) Resident from an adjacent residential area.
- d) A majority of the members shall be nominees of individual businesses located within a principal shopping district who have an interest in property located in the district.
- e) The remaining members shall be representatives of businesses located in the district.

4-Year Terms

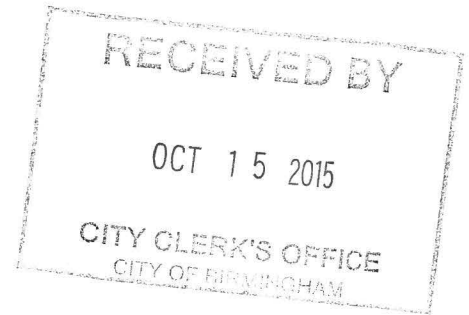
Last Name	First Name	Home Business Fax	E-Mail	Appointed	Term Expires
Astrein	Richard	(248) 399-4228		11/16/1992	11/16/2017
13125 Ludlow		(248) 644-1651		Business Operator/Property Owner	
Huntington Woods	48070	(248) 644-7477			
A-Woods	Rachael	(248)646-2379		12/5/2011	11/16/2015
30485 Red Maple Lane				Business Operator	
Southfield	48076				
123 W. Maple		<i>ra-woods@sbcglobal.net</i>			
Birmingham	48009				
Benkert	Robert	(248) 642-7755		5/24/1999	11/16/2017
908 S Adams Rd				Business Operator	
Birmingham	48009				

Last Name	First Name	Home Business Fax	E-Mail	Appointed	Term Expires
Daskas	Cheryl			11/9/1998	11/16/2018
353 Aspen		(248) 258-0212		Business Operator/Property Owner	
Birmingham	48009	(248) 258-0210			
271 West Maple		<i>cheryl@tenderbirmingham.com</i>			
Birmingham	48009				
Fehan	Douglas	(248) 705-3000		12/14/1992	11/16/2016
833 Hazel		District Resident			
Birmingham	48009	<i>godug@aol.com</i>			
Hockman	Geoffrey	(248) 431-4800		11/16/1992	11/16/2018
PO Box 936		(248) 433-0713		Business Operator/Property Owner	
Birmingham	48012	<i>jeff.hockman.mec@gmail.com</i>			
Quintal	Steven	(248) 642-7428		12/8/2003	11/16/2015
880 Ivy Lane		Member greater than 5% total sq ft in SAD 1.			
Bloomfield Hills	48304	<i>steve@fullercentralpark.com</i>			
112 Peabody St					
Birmingham	48009				
Roberts	William	(586) 707-0779		11/10/1997	11/16/2017
410 Whippers in Court		(248) 646-6395		Business Operator/Property Owner	
Bloomfield Hills	48304	<i>robertsrestaurants@msn.com</i>			
273 Pierce					
Birmingham	48009				

Last Name	First Name	Home Business Fax	E-Mail	Appointed	Term Expires
Sobelton 420 Harmon Birmingham	Peter 48009	(248) 433-5200	<i>splus@sbcglobal.net</i>	2/26/2001 Business Operator/Property Owner	11/16/2015
Solomon 588 Stanley Birmingham	Judith 48009	(248) 645-2330	<i>judyfreelance@aol.com</i>	11/22/2010 Resident from Adjacent neighborhood	11/16/2016
Syzdek 600 Pine Valley Way Bloomfield Hills 670 S. Old Woodward Birmingham	Steven 48302 48009	(248) 252-6958	<i>steven@boconceptbirmingham-mi.com</i>	11/24/2014	11/16/2018
Valentine*	Joseph			City Manager	



October 12, 2015



Laura Pierce, Clerk
City of Birmingham
151 Martin St.
Birmingham, MI 48012-3001

Dear Ms. Pierce:

As part of Comcast's commitment to keep you informed about important developments that affect our customers in your community, I am writing to notify you of some changes. Customers are being notified of these changes via bill message.

Beginning November 19, 2015, in order to simplify installation pricing and customer statements, all video, data and/or voice installations along with in-home service visits will be one flat fee of \$75.00. There will no longer be a \$15.00 fee for activating pre-wired outlets or any wireless network set up fees.

Additionally, pursuant to P.A. 480 of 2006, Section 9 (4), Comcast Cable's local operating entity hereby reports that Comcast does not deny access to services to any group of potential residential subscribers because of the race or income of the residents in the local area. A similar report will be filed with the Michigan Public Service Commission.

As always, feel free to contact me directly at 734-254-1888 with any questions you may have

Sincerely,

A handwritten signature in cursive script that reads "Frederick G. Eaton".

Frederick G. Eaton
Senior Manager, External Affairs
Comcast, Heartland Region
41112 Concept Drive
Plymouth, MI 48170

INFORMATION ONLY