



**CITY COMMISSION MEETING AGENDA
APRIL 25, 2016
7:30 PM**



Municipal Building, 151 Martin, Birmingham, MI 48009

Navigating through the agenda:

- Use the bookmarks on the left to navigate through the agenda.
- Tablet Users: Tap the screen for available options, select "Open in", select "Adobe Reader". The agenda will open in Adobe Reader. Scroll through the bookmarks to navigate through the agenda.
(The Adobe Reader application is required to download the agenda and view the bookmarks. This free application is available through the App Store on your tablet device.)

BIRMINGHAM CITY COMMISSION AGENDA
APRIL 25, 2016
MUNICIPAL BUILDING, 151 MARTIN
7:30 P.M.

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Rackeline J. Hoff, 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 Farmers Market begins Sunday, May 1, 2016 in the Municipal Parking Lot #6 from 9 AM to 2 PM. For more information, visit the Birmingham Events Calendar page at www.enjoybirmingham.com.
- Art Birmingham will be held Saturday, May 7th and Sunday May 8th in Shain Park. For hours and more information, visit www.bbartcenter.org.

Appointments:

- A. Interview for appointment to the Cablecasting Board.
 - 1. Scott Weller, 1687 Holland
- B. To appoint _____ to serve the remainder of a three-year term on the Cablecasting Board to expire March 30, 2017.
- C. Administration of oath to the appointed board member.

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 April 11, 2016.
- B. Approval of warrant list, including Automated Clearing House payments, of April 13, 2016 in the amount of \$748,741.73.
- C. Approval of warrant list, including Automated Clearing House payments, of April 20, 2016 in the amount of \$272,505.40.
- D. Resolution accepting the resignation of Barbara Thurber from the Greenwood Cemetery Advisory Board, thanking her for her service, and directing the Clerk to begin the process to fill the vacancy.
- E. Resolution approving a three-year contract between the City and Oakland County for assessing services for the period of July 1, 2016 through June 30, 2019 and authorizing the mayor to sign the agreement on behalf of the City.
- F. Resolution setting a public hearing for May 23, 2016 to consider the proposed lot split of 1525 Chesterfield, Parcel #1926126008.

- G. Resolution approving the agreement with Sellinger Associates, Inc. in the amount not to exceed \$21,500.00 for all design services for upgrading the Heating System for the Municipal Building at City of Birmingham. Further, directing the Mayor and City Clerk to sign the agreement on behalf of the City.
- H. Resolution approving the agreement with Tech Mechanical, Inc. in the amount not to exceed \$28,975.00 to replace a Vertical A/C System for the Police department located at City of Birmingham; further charging the expenditure to the City Hall and Grounds Building Improvement account number 101-265.001-977.0000; further approving the appropriation and amendment to the 2015-16 General Fund budget as follows:
- General Fund
- Revenues:
- | | | |
|------------------------|----------------------|---------|
| Draw from Fund Balance | 101-000.000-400.0000 | \$1,975 |
| Total Revenue | | \$1,975 |
- Expenditures:
- | | | |
|--|----------------------|---------|
| City Hall and Grounds-Building Improvement | 101-265.001-977.0000 | \$1,975 |
| Total Expenditures | | \$1,975 |
- and further, directing the Mayor and City Clerk to sign the agreement on behalf of the City.
- I. Resolution approving a request submitted by Max Broock Realtors requesting permission to hold the Run on the Town on September 17, 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.
- J. Resolution authorizing the City to enter into a contract with Colonial Fireworks for providing a fireworks display on July 3, 2016 (July 5 rain date) at Lincoln Hills for the sum of \$15,000, and further authorizing the administration to secure the necessary insurance. This would be contingent upon the vendor meeting all state and local laws, City requirements, and insurance requirements.
- K. Resolution approving the amended and restated Cross Connection Control Services Agreement with HydroCorp for services described in Attachment A of the agreement for five years, in the amount of \$15,780.00 per year from account #591-537.007-811.0000, and further directing the Mayor and City Clerk to sign the agreement on behalf of the City.

V. UNFINISHED BUSINESS

VI. NEW BUSINESS

- A. Public Hearing to consider the approval of a Brownfield Plan and Reimbursement Agreement - 34965 Woodward (Peabody's Restaurant)
- Resolution approving the Brownfield Plan and Reimbursement Agreement for 34965 Woodward (Peabody's Restaurant) as recommended by the Brownfield Redevelopment Authority on March 9, 2016. (complete resolution in agenda packet)
- B. Public Hearing of necessity for the replacement of sewer laterals as part of the Webster Ave. Paving Project
- Resolution declaring necessity for the replacement of sewer laterals within the limits of Webster Ave. from Adams Rd. to Eton Rd. The public hearing of

- confirmation will be held Monday, May 9, 2016, at 7:30 P.M. (complete resolution in agenda packet)
- C. Public Hearing to consider the approval of a lot split of 221 Baldwin
 - 1. Resolution approving the proposed lot split of 221 Baldwin Rd.,
-OR-
 - 2. Resolution denying the lot split of 221 Baldwin Rd. as proposed based on the following conditions that adversely affect the interest of the public and of the abutting property owners: _____
 - D. Public Hearing of Confirmation for the installation of new street lights in the Hamilton Avenue Paving Project area.
 - 1. Resolution confirming Special Assessment Roll No. 875, to defray the cost of installing new street lighting for the Hamilton Avenue Paving Project. (complete resolution in agenda packet)
 - E. Resolution establishing a Neighborhood Identification Signage Policy;
-OR-
Resolution establishing a Neighborhood Identification Signage Policy;
-AND-
Resolution authorizing the purchase of one neighborhood identification sign, not to exceed \$2300, out of account # 101-721.000-811.0000 upon receipt of the same amount from the Birmingham Farms Neighborhood Association;
-AND-
Resolution permitting the installation of two neighborhood signs at the following intersections:
 - 1. Wakefield and Southfield St.;
 - 2. Latham and Lincoln St. (complete resolution in agenda packet)
 - F. Resolution directing the Treasurer to transfer the following unpaid and delinquent water/sewage bills of the properties listed in the Delinquent Tax List report dated April 15, 2016 to the 2016 city tax roll and authorizing removal from the list any bills paid or a payment plan agreement signed after City Commission approval. (complete resolution in agenda packet)
 - G. Resolution directing the Treasurer to transfer the unpaid and delinquent special assessment and invoices, including interest and penalty, as listed on Sworn Statement of Delinquent and Unpaid Special Assessments and Unpaid Invoices to the 2016 City tax roll and authorizing removal from the list any bills paid after City Commission approval. (complete resolution in agenda packet)

VII. REMOVED FROM CONSENT AGENDA

VIII. COMMUNICATIONS

- A. Children's Charities Coalition regarding withdrawal of special event application

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

X. REPORTS

- A. Commissioner Reports
 - 1. Notice of intention to appoint to Greenwood Cemetery Advisory Board on May 23, 2016
- B. Commissioner Comments
- C. Advisory Boards, Committees, Commissions' Reports and Agendas

- D. Legislation
- E. City Staff
 - 1. I-75 Expansion Project Update, submitted by Assistant to the City Manager Haines

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).



NOTICE OF INTENTION TO APPOINT TO THE CABLECASTING BOARD

At the regular meeting of Monday, March 14, 2016 the Birmingham City Commission intends to appoint to the Cablecasting Board three regular members and one alternate member to serve the remainder of the three-year terms. Applicants must be residents of the City of Birmingham.

Interested citizens may submit an application available at the city clerk's office or online at www.bhamgov.org/boardopportunities. Applications must be submitted to the city clerk's office on or before noon on Wednesday, March 9, 2016. These applications will appear in the public agenda for the regular meeting at which time the City Commission will discuss recommendations, and may make nominations and vote on the appointments.

Duties of the Cablecasting Board

- 1) Advise the municipalities on matters relating to cable communications;
- 2) Monitor the franchisee's compliance with the franchise agreement and the cable communications ordinance;
- 3) Conduct performance reviews as outlined in Chapter 30, Article VII of the city code;
- 4) Act as liaison between the franchisee and the public; hear complaints from the public and seek their resolution from the franchisee;
- 5) Advise the various municipalities on rate adjustments and services according to the procedure outlined in Chapter 30; Article VI
- 6) Advise the municipalities on renewal, extension or termination of a franchise;
- 7) Appropriate those moneys deposited in an account in the name of the cablecasting board by the member communities;
- 8) Oversee the operation of the education, governmental and public access channels;
- 9) Apprise the municipalities of new developments in cable communications technology;
- 10) Hear and decide all matters or requests by the operator (Comcast Cablevision);
- 11) Hear and make recommendations to the municipalities of any request of the operator for modification of the franchise requirement as to channel capacity and addressable converters or maintenance of the security fund;
- 12) Hear and decide all matters in the franchise agreement which would require the operator to expend moneys up to fifty thousand dollars;
- 13) Enter into contracts as authorized by resolutions of the member municipalities;
- 14) Administer contracts entered into by the board and terminate such contracts.

Applicant(s) Presented For City Commission Consideration:

Applicant Name	Criteria/Qualifications
	Must be a resident of Birmingham
Scott Weller	Resident, 1687 Holland

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

SUGGESTED ACTION:

To appoint _____ to serve the remainder of a three-year term on the Cablecasting Board to expire March 30, 2017.



CABLECASTING BOARD

Chapter 30 - Section 30-226 - Birmingham City Code
Meeting Schedule: 3rd Wednesday of the month - 7:45 A. M

The Board shall consist of 12 members, which includes 7 members who are residents of the City of Birmingham. Each member community shall also appoint one alternative representative. (30-226)

Last Name	First Name	Home Business E-Mail	Appointed	Term Expires
Bozell 1564 Penistone	Jeffrey	(313) 204-5489 <i>jeffrey.bozell@gmail.com</i>	2/22/2016	3/30/2018
Eick 559 Greenwood	R. David	(248) 231-8067 <i>eickhouse@comcast.net</i>	12/14/2015	3/30/2018
Heldt 1415 Lakeside	Jeffrey	(248) 646-4678 <i>heldtj@excite.com</i>	3/22/2010	3/30/2019
Linsenman 1196 Holland	Colin	(248)205-6166 (810) 235-9000 <i>clinsen1@gmail.com</i>	7/8/2013	3/30/2017
McAlear 1742 Latham	Matthew	(248)420-5635 <i>mbmcalear@gmail.com</i>	2/25/2013	3/30/2018

For Cable Inquires:

Cathy White 248-336-9445
P.O. Box 165, Birmingham, MI 48012

Last Name	First Name	Home Business E-Mail	Appointed	Term Expires
McLain	Elaine	(248) 225-9903 <i>ekmclain@gmail.com</i>	1/9/2006	3/30/2017
528 Pilgrim				
Vacant				3/30/2017
Vacant				3/30/2016
			ALTERNATE	

For Cable Inquires:

Cathy White 248-336-9445
P.O. Box 165, Birmingham, MI 48012



OFFICE USE ONLY	
Meets Requirements?	<input checked="" type="radio"/> Yes <input type="radio"/> No
Confirmed Interview Date:	____/____/____
	<input checked="" type="radio"/> Will Attend <input type="radio"/> Unable to Attend

APPLICATION FOR CITY BOARD OR COMMISSION

(Please print clearly)

Cable Casting Board

Regular Member

Board/Commission of Interest

Position of Interest

Name Scott Weller

Address 1687 Holland St

Business _____

Birmingham MI 48009

Phone 248-881-0550

E-mail Scott.D.Weller@gmail.com

Length of Residence 2+ yrs

Occupation Consulting/ Business Development

Reason for interest I would like to become more involved in our city government and community.

Related Employment Experience (Please indicate dates)

A. Director, Healthcare Partnerships - Accumen Inc (9/15- Present)

B. Strategic Accounts - Haemonetics Corp (1/2013-9/2015)

C. Cardiovascular Consultant - Edwards Lifesciences (1/2011-1/2013)

Education: MBA - Central Michigan Univeristy and BAA - Central Michigan Univeristy

Past Experience or Other Relevant Information (City Boards, Churches, Civic or Community Groups, Memberships, Associations, etc. Attach resume or additional page if necessary):

CMU - Association of Innovative Minds (AIM), Michigan Works - Gues Speaker, CMU-RC - Business Development Mgr

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

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

Signature of Applicant

Date

3/22/16

NOTE: All members of boards and commissions are subject to the provisions of City of Birmingham City Code Chapter 2, Article IX, Ethics and the filing of the Affidavit and Disclosure Statement. Questions regarding this may be directed to the city clerk - 248 530 1880

BIRMINGHAM CITY COMMISSION MINUTES
APRIL 11, 2016
MUNICIPAL BUILDING, 151 MARTIN
7:30 P.M.

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Rackeline J. Hoff, Mayor, called the meeting to order at 7:30 PM.

II. ROLL CALL

ROLL CALL:	Present,	Mayor Hoff Commissioner Bordman Commissioner Boutros Commissioner DeWeese Commissioner Harris Mayor Pro Tem Nickita (arrived at 7:36 PM) Commissioner Sherman
	Absent,	None

Administration: City Manager Valentine, City Attorney Currier, Clerk Pierce, DPS Director Wood, City Engineer O'Meara, Police Chief Studt, City Planner Ecker

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

**04-105-16 APPOINTMENT TO THE
AD HOC RAIL DISTRICT REVIEW COMMITTEE**

MOTION: Motion by DeWeese, seconded by Harris:

To appoint Michael Steinberger, 2849 Buckingham, to the Ad Hoc Rail District Review Committee, as the resident member living in the neighborhood adjoining North Eton between Maple and Derby, to serve a term to expire December 31, 2016.

VOTE: Yeas, 7
Absent, None

**04-106-16 APPOINTMENT TO THE
BOARD OF REVIEW**

Commissioner Sherman disclosed that he has done work for Mr. Gottlieb in the past.

MOTION: Motion by Bordman, seconded by DeWeese:

To appoint Harold Gottlieb, 748 Hidden Ravines, as an alternate member, to the Board of Review to serve the remainder of a three-year term to expire December 31, 2016.

VOTE: Yeas, 7
Absent, None

**04-107-16 APPOINTMENT TO THE
ARCHITECTURAL REVIEW COMMITTEE**

MOTION: Motion by Sherman, seconded by DeWeese:

To appoint Christopher Longe, 1253 Yosemite, to the Architectural Review Committee to serve a three-year term to expire April 11, 2019.

VOTE: 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.

04-108-16 APPROVAL OF CONSENT AGENDA

The following items were removed from the consent agenda:

- Item G (purchase of larvicide material) by Commissioner DeWeese
- Item A (Minutes of March 28, 2016) by Commissioner Bordman

MOTION: Motion by Nickita, seconded by Sherman:

To approve the consent agenda as follows:

- B. Approval of warrant list, including Automated Clearing House payments, of March 30, 2016 in the amount of \$444,363.68.
- C. Approval of warrant list, including Automated Clearing House payments, of April 6, 2016 in the amount of \$881,657.83.
- D. Resolution approving a request submitted by the Community House to hold the Farm to Table Block Party on Merrill and Bates on September 10, 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.
- E. Resolution approving a request from the Community House to hold ParkArt on June 24, 2016 in Shain Park, 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.
- F. Resolution approving the purchase of one (1) new Toro Workman MDX Utility Vehicle from Spartan Distributors, through State of Michigan extendable purchasing contract #071B0200329 for a total purchase price not to exceed \$18,781.75. Funds for this purchase are available in the Auto Equipment Fund, account #641.441.006-971.0100.
- H. Resolution waiving the formal bidding requirements and approve the Downtown Light Post Painting project of approximately 98 light posts with Seaway Painting, LLC, who serves as the approved DTE contractor, in an amount not to exceed \$17,000. Funds are available in the Street Lighting CBD Maintenance account #202-449.003-937.0500.
- I. Resolution authorizing the 2016 Sidewalk Repair Program, and to direct the Engineering Department to notify the owners of properties on the list of the City's intention to replace sidewalks adjacent to their properties.
- J. Resolution setting a public hearing date for May 9, 2016 to consider approval of the Revised Final Site Plan and Special Land Use Permit Amendment for 555 S. Old Woodward – Triple Nickel.

- K. Resolution approving the agreement with Wm. Crook Fire Protection Co. in the amount not to exceed \$13,000.00 to relocate the Pre-Action System Fire Protection at City Hall. Further, directing the Mayor and City Clerk to sign the agreement on behalf of the City.

ROLL CALL VOTE: Yeas, Commissioner Bordman
 Commissioner Boutros
 Commissioner DeWeese
 Commissioner Harris
 Mayor Pro Tem Nickita
 Commissioner Sherman
 Mayor Hoff
 Nays, None
 Absent, None
 Abstention, None

V. UNFINISHED BUSINESS

VI. NEW BUSINESS

04-109-16 PUBLIC HEARING OF NECESSITY HAMILTON AVENUE PAVING PROJECT AREA INSTALLATION OF NEW STREET LIGHTS

Mayor Hoff opened the Public Hearing of Necessity to consider a Special Assessment District for the installation of new street lights in the Hamilton Avenue Paving Project area at 7:43 PM.

City Engineer O'Meara explained that there are two properties within the district. In order to complete the streetscape in this area, two street lights will be installed at a cost of approximately \$10,500 each.

Mayor Pro Tem Nickita noted that it is not often that the City has to special assess for street lights. He questioned if there was any other way to distribute the assessment versus putting the street light assessment on the adjacent property given that street lights are a unique circumstance and quite expensive. He stated that he is just looking for an alternative way to distribute the cost where it is not such a direct burden on that individual as it really benefits the overall street. Mr. O'Meara noted that the other properties did pay the assessment when the other lights were first installed and these two properties were spared that expense at that time.

Commissioner Sherman pointed out that when properties are redeveloped and they do not have streetscape, they are individually charged for that streetscape so it is no different. This is consistent with the policy.

The Mayor closed the Public Hearing at 7:51 PM.

MOTION: Motion by Sherman, seconded by Nickita:

To declare necessity for the installation of new street lights on Hamilton Ave. from N. Old Woodward Ave. to Woodward Ave., and Park St. from Hamilton Ave. to E. Maple Rd. The Public Hearing of Confirmation will be held on April 25, 2016:

WHEREAS, The City Commission is of the opinion that construction of the improvement herein is declared a necessity; and
RESOLVED, that there be constructed an improvement to be hereinafter known as

HAMILTON AVE. STREET LIGHTS

consisting of the installation of new street lights by DTE Energy conforming to those installed elsewhere within the Central Business District, be it further

RESOLVED, that at such time as the Assessor is directed to prepare the assessment roll, one-hundred percent (100%) of the estimated cost be levied against the assessment district, be it further

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, both public and private, within the following district:

"Assessor's Plat No. 21"

The easterly 50.98 ft. of lot 10, lots 42 through 44 inclusive except for that portion taken for Park St. right-of-way, lot 70.

RESOLVED, that the Commission shall meet on Monday, April 25, 2016, at 7:30 P.M., for the purpose of conducting a public hearing to confirm the roll for the Hamilton Ave. Street Lights.

VOTE: Yeas, 7
Nays, None
Absent, None

04-110-16 SPRING INITIAL SCREENING FOR BISTRO APPLICANTS - 2016

City Planner Ecker explained the bistro program and requirements that must be met. She pointed out that the permissible locations include the downtown overlay district, the triangle overlay district and the rail district – MX district. She explained that the ordinance governs the type and size of the establishments. Ms. Ecker presented a map of the existing bistros.

Commissioner Sherman noted that one of the proposals is not currently zoned for a restaurant. Ms. Ecker explained that the applicant has submitted an application for rezoning to TZ3 and site plan review. She confirmed for Commissioner Bordman that a decision on the rezoning would be made in the next three to six months. The Commission expressed concern that their decision could influence the rezoning, but agreed to let the applicant present their concept.

The City Commission heard proposals from the following bistro applicants:

- Honey (in The Apiary) at 191 Chester
- Bongiovanni's Raw Bar & Grill at 523 N. Old Woodward
- SHO at 148 Pierce
- Toshi at 101 N. Old Woodward
- Toshi at 135 N. Old Woodward (as previously submitted in October 2015)

The Commission discussed each concept and the location of each proposal. Concern was expressed with the location of Honey as the property is not zoned for commercial use. Concern was expressed with the location of proposed establishments located at the core of the downtown as it would put too much emphasis in the downtown. It was noted that the concepts are great and would add to the diversity of downtown, just not the locations in all cases.

Commissioner Bordman commented that SHO is intended to be opened, even without a liquor license. She expressed support of the activation of the alley for its outdoor dining. The applicant confirmed that he would not lease the alley space without the liquor license.

MOTION: Motion by Bordman, seconded by Harris:

To direct the following bistro application to the Planning Board for full site plan and design review and Special Land Use Permit review: SHO at 148 Pierce.

Commissioners DeWeese, Nickita, and Sherman expressed concern with moving SHO forward as Pierce Street is activated. Commissioner Bordman stated that her support is based on the applicant opening the restaurant regardless of the license. Mayor Hoff commented that is why she will not support it. Commissioner Harris expressed support of the use of the alley.

VOTE: Yeas, 3 (Bordman, Boutros, Harris)
Nays, 4 (DeWeese, Hoff, Nickita, Sherman)
Absent, None

MOTION FAILED.

**04-111-16 BOARD AND COMMITTEE MEMBERSHIP POLICY
REGARDING RELATIVES SERVING ON THE SAME BOARD.**

City Clerk Pierce explained that the proposed policy would prohibit relatives, within the second degree of consanguinity, from serving on the same board. The second degree of consanguinity or affinity includes spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, sibling-in-law. She pointed out that the proposed language is in line with the nepotism clause in the City Charter.

MOTION: Motion by DeWeese, seconded by Boutros:
To prohibit family members from serving on the same Board or Committee by adopting the following policy:

Nepotism Policy for Appointed Board and Committee Members:

"Relatives by blood or marriage, within the second degree of consanguinity or affinity, of an existing City Board, Commission, or Committee member shall not serve on the same board as their relative. This shall not apply to Election Inspectors serving in the same precinct."

VOTE: Yeas, 7
Nays, None
Absent, None

VII. REMOVED FROM CONSENT AGENDA

04-112-16 PURCHASE OF LARVICIDE MATERIAL

Commissioner DeWeese questioned what specific larvicide will be used. DPS Director Wood explained that Natular XRT Tablets will be used. It is an organic, extended release, natural occurring soil organism. She explained that the City treats once a year.

Commissioner Bordman reminded residents of the importance of eliminating any standing water from their yards as it is a breeding ground for mosquitos.

MOTION: Motion by DeWeese, seconded by Sherman:
To approve the purchase of the larvicide material from Clarke Mosquito Control in the amount not to exceed \$9,680.88. Further, waiving the normal bidding requirements based on the government regulated pricing for this type of material. Funds for this purchase will come from the Sewer Fund-Operating Supplies Account #590-536.002-729.0000.

VOTE: Yeas, 7
Nays, None
Absent, None

**04-113-16 APPROVAL OF CITY COMMISSION MINUTES
OF MARCH 28, 2016**

Commissioner Bordman suggested the following revisions:

- Resolution 03-94-16: Add the comments from Commissioner Sherman regarding the background information of the ethics ordinance that explained how the ordinance has been modified through the years.
- Resolution 03-36-16: Add the comment from Mayor Pro Tem Nickita suggesting that as policy question, the park use should be discussed by the Parks and Recreation Board.

MOTION: Motion by Bordman, seconded by DeWeese:
To approve the City Commission meeting minutes of March 28, 2016 as amended.

VOTE: Yeas, 7
Nays, None
Absent, None

VIII. COMMUNICATIONS

04-114-16 COMMUNICATIONS

The Commission received the following communications:

- Arbor Day Foundation recognizing Birmingham as a 2015 Tree City USA
- Charles Lillie, 496 S. Glenhurst, regarding West Maple

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

04-115-16 OPEN TO THE PUBLIC FOR MATTERS NOT ON THE AGENDA

Judy Martins expressed concern with the move to eliminate free parking for handicap people in Birmingham. She suggested allowing two hours of free parking at the handicap meters.

X. REPORTS

04-116-16 COMMISSIONER REPORTS

The Commission intends to appoint members to the Board of Building Trades Appeals, Brownfield Redevelopment Authority, Hearing Officer, and the Housing Board of Appeals, on May 9, 2016.

04-117-16 CITY STAFF REPORTS

The Commission received the report regarding clerical error corrections to Chapter 126, Zoning submitted by Planning Director Ecker.

The Commission received the report regarding the Museum's selection as part of a National Conference Tour in September submitted by Museum Director Pielack.

XI. ADJOURN

The meeting adjourned at 9:56 PM.

Laura M. Pierce
City Clerk

City of Birmingham
Warrant List Dated 04/13/2016

Meeting of 04/13/2016

Check Number	Early Release	Vendor #	Vendor	Amount
241421	*	000855	48TH DISTRICT COURT	200.00
241422	*	000855	48TH DISTRICT COURT	100.00
241423	*	000855	48TH DISTRICT COURT	100.00
241424		004627	A & L SYSTEMS	84.59
241425		005736	ALLEGRA PRINT & IMAGING	565.00
241426		007696	AMERICAN CLEANING COMPANY LLC	1,350.00
241428	*	006759	AT&T	110.52
241429	*	007132	AVI SYSTEMS, INC	320.00
241430		007612	B & R SPORTING GOODS, INC.	1,041.75
241431		001103	BCI ADMINISTRATORS INC	807.50
241432	*	000517	BEIER HOWLETT P.C.	34,694.73
241433		007345	BEVERLY HILLS ACE	213.83
241434		004931	BIDNET	16.08
241435		007624	BIRMINGHAM OIL CHANGE CENTER, LLC	71.93
241436		003526	BOUND TREE MEDICAL, LLC	239.47
241437		006337	BRADFORD & MARZEC LLC	8,305.57
241438		MISC	BRAMBACH, STEFFEN	200.00
241439	*	006966	BRIDGESTONE GOLF, INC	940.46
241440	*	006953	JACQUELYN BRITO	51.50
241441	*	005289	BUSINESS CARD	224.40
241442		003907	CADILLAC ASPHALT, LLC	5,608.55
241443		008035	CAPITAL ONE COMMERCIAL	5.88
241445		000603	CHEMCO PRODUCTS INC	442.00
241446		000605	CINTAS CORPORATION	157.65
241447		001318	CLOVERDALE EQUIPMENT CO	1,215.00
241448	*	007625	COMCAST	119.10
241449	*	007297	CONSUMERS ENERGY CO.	1,796.38
241450		004386	CYNERGY WIRELESS	272.49
241451		006969	DAVEY TREE EXPERT COMPANY	3,550.00
241452	*	008005	DE LAGE LANDEN FINANCIAL SERVICES	182.44
241453		004232	DEARBORN LITHOGRAPH INC	2,639.00
241454	*	000956	DELTA TEMP INC	424.75
241456	*	000847	DETROIT SALT COMPANY	34,582.04
241457	*	007980	CURTIS DAVID DICHO	125.00
241458		MISC	DJL3 LLC	783.11
241459		001454	DOUGLAS CLEANERS INC.	43.45
241460	*	000179	DTE ENERGY	349.38
241461		007702	EASY PICKER GOLF PRODUCTS, INC	2,106.00
241462		007538	EGANIX, INC.	720.00
241463		004671	ELDER FORD	300.65
241464		001292	ENGRAVING SPECIALISTS INC	68.00
241465		000207	EZELL SUPPLY CORPORATION	118.20
241466	*	008034	CITY OF FARMINGTON HILLS	90.00

City of Birmingham

Warrant List Dated 04/13/2016

Meeting of 04/13/2016

Check Number	Early Release	Vendor #	Vendor	Amount
241468		000217	FOUR SEASON RADIATOR SERVICE INC	343.00
241469		008025	FRAME A BEAR	22.53
241470		007172	GARY KNUREK INC	153.00
241471		004604	GORDON FOOD	176.78
241472		000243	GRAINGER	69.10
241473		001531	GUNNERS METER & PARTS INC	705.00
241474	*	007827	KASPER, HAILEY	130.00
241475		000261	J.H. HART URBAN FORESTRY	15,736.94
241476		001672	HAYES GRINDING	77.66
241477		006869	PETER J. HEALY III	760.00
241479		000948	HYDROCORP	1,060.00
241480		003888	INTERNATIONAL CODE COUNCIL INC	128.00
241481	*	000984	INTERNATIONAL CONTROLS	632.50
241482		000344	J.T. EXPRESS, LTD.	1,716.57
241483		002576	JAX KAR WASH	127.39
241484		MISC	JEFFREY H JENNINGS	1,000.00
241485		003366	JOE'S ARMY NAVY	381.53
241486		003458	JOE'S AUTO PARTS, INC.	699.41
241487	*	MISC	JONNA LUXURY HOMES, LLC	300.00
241488		MISC	K & D PHILLIPS CO	649.33
241489		005664	KETCH-ALL COMPANY	169.75
241490		004088	KGM DISTRIBUTORS INC	74.00
241491		005452	KNOX COMPANY	47.00
241492	*	000352	JILL KOLAITIS	1,704.00
241493		004904	KONICA MINOLTA-ALBIN	135.12
241495		005876	KROPF MECHANICAL SERVICE COMPANY	565.00
241497		002767	OSCAR W. LARSON CO.	340.00
241498	*	006661	ROGER LAWRENCE	93.71
241499		005550	LEE & ASSOCIATES CO., INC.	550.72
241500	*	003945	SANDRA LYONS	287.88
241501		008040	DEB MACON	1,838.83
241502		007797	MAILFINANCE INC.	288.63
241503		MISC	MARTINO ENTERPRISES INC	100.00
241504		006133	MCGINLEY'S WALLCOVERING	2,880.00
241505		000369	MCFI	986.76
241506		005888	MCNAUGHTON MCKAY ELECTRIC	50.00
241508	*	006433	MICHIGAN STATE POLICE	1,200.00
241509		001677	STATE OF MICHIGAN-ELEVATOR	230.00
241510		007659	MICHIGAN.COM	240.04
241511		007659	MICHIGAN.COM	2,331.65
241512		007378	MIDAS AUTO SERVICE CENTER	461.35
241513		005898	MIGCSA	100.00
241515		005110	MTS SAFETY PRODUCTS, INC	192.13

City of Birmingham
Warrant List Dated 04/13/2016

Meeting of 04/13/2016

Check Number	Early Release	Vendor #	Vendor	Amount
241516		007755	NETWORK SERVICES COMPANY	27.64
241517		007856	NEXT	23,101.50
241518		001864	NOWAK & FRAUS ENGINEERS	45,918.00
241519		006359	NYE UNIFORM COMPANY	1,728.79
241520	*	000477	OAKLAND COUNTY	368,017.06
241521	*	001016	OAKLAND COUNTY HEALTH DIVISION	229.00
241522		004370	OCCUPATIONAL HEALTH CENTERS	44.00
241523		000481	OFFICE DEPOT INC	881.06
241524	*	000481	OFFICE DEPOT INC	84.21
241525		006625	PACIFIC TELEMAGEMENT SERVICES	78.00
241526		MISC	PELLA WINDOWS & DOORS, INC.	200.00
241527	*	001753	PEPSI COLA	182.49
241528		001341	PIFER GOLF CARS INC	4,975.00
241529		001146	PLANNING & ZONING NEWS	350.00
241530		006497	R.N.A. JANITORIAL, INC	2,210.00
241531		MISC	RANDY KAPLAN	200.00
241532		007305	REFRIGERATION SERVICE PLUS	130.00
241535		007336	REVIZE LLC	200.00
241536		000493	ED RINKE CHEVROLET BUICK GMC	337.15
241537	*	008038	RIVERFRONT HOTEL GRAND RAPIDS	828.40
241538		003554	RKA PETROLEUM	9,064.77
241540		000218	ROYAL OAK P.D.Q. PRINTING INC	99.84
241541		006832	SAFEWARE INC.	536.18
241542	*	002806	SAM'S CLUB/SYNCHRONY BANK	407.99
241543		008027	SCNS SPORTS FOODS	50.00
241544		007142	SHERWIN-WILLIAMS COMPANY	112.20
241545		003785	SIGNS-N-DESIGNS INC	406.00
241546		001824	SOCIETY FOR HUMAN RESOURCE	380.00
241547		000254	SOCRRA	59,075.00
241548		005787	SOUTHEASTERN EQUIPMENT CO. INC	939.50
241550		000260	SPARTAN DISTRIBUTORS INC	0.12
241551		004355	SYMETRA LIFE INSURANCE COMPANY	33,441.77
241552		000275	TIRE WHOLESALERS CO INC	202.32
241553		007226	VALLEY CITY LINEN	93.95
241554		000293	VAN DYKE GAS CO.	409.86
241555	*	000158	VERIZON WIRELESS	603.56
241556	*	000158	VERIZON WIRELESS	730.02
241557	*	000158	VERIZON WIRELESS	152.04
241558	*	000158	VERIZON WIRELESS	151.58
241559	*	000158	VERIZON WIRELESS	809.76
241560	*	000279	VIP TRUCK CENTER LLC	596.84
241561		008026	VIS SERVICE INC	645.00
241562		004497	WATERFORD TWP FIRE DEPT.	97.44

City of Birmingham
Warrant List Dated 04/13/2016

Meeting of 04/13/2016

Check Number	Early Release	Vendor #	Vendor	Amount
241563		002171	WEISSMAN'S	364.35
241564		007278	WHITLOCK BUSINESS SYSTEMS, INC.	1,718.16
241566		008039	WOMEN OFFICIALS NETWORK FOUNDATION	75.00
241567		007083	XEROX CORPORATION	1,054.99
241568		007999	ZEROFRICTION, LLC	205.80
Sub Total Checks:				<u>\$707,218.05</u>
Sub Total ACH:				<u>\$41,523.68</u>
Grand Total:				<u><u>\$748,741.73</u></u>

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



Mark Gerber
Finance Director/ Treasurer

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

4/25/2016

City of Birmingham
4/13/2016

Vendor Name	Transfer Date	Transfer Amount
Automated Benefit Services, Inc.	4/11/2016	41,523.68
TOTAL		41,523.68

City of Birmingham
Warrant List Dated 04/20/2016

Meeting of 04/25/2016

Check Number	Early Release	Vendor #	Vendor	Amount
241569	*	000855	48TH DISTRICT COURT	100.00
241570	*	000855	48TH DISTRICT COURT	100.00
241571	*	000855	48TH DISTRICT COURT	100.00
241572		002284	ABEL ELECTRONICS INC	312.52
241574		007266	AETNA BEHAVIORAL HEALTH LLC	400.66
241576		003708	AIRGAS GREAT LAKES	151.43
241577		004657	AKT PEERLESS	230.00
241579		001000	ALLIED INC	1,368.10
241580	*	007787	ALLIED PLUMBING & SEWER	380.00
241581		003243	AMERICAN PRINTING SERVICES INC	1,715.00
241582	*	006759	AT&T	271.50
241583	*	006759	AT&T	116.78
241584	*	006759	AT&T	200.07
241585	*	006759	AT&T	16.66
241586	*	006759	AT&T	108.69
241587	*	007216	AT&T	114.00
241588		004027	AUTOMATED BENEFIT SVCS INC	9,061.81
241590		007612	B & R SPORTING GOODS, INC.	124.80
241594		001122	BOB BARKER CO INC	155.61
241595		007345	BEVERLY HILLS ACE	52.37
241597	*	001086	CITY OF BIRMINGHAM	950.00
241601		006380	C & S ICE RESURFACING SERVICES, INC	331.72
241602		007732	CAPITAL TIRE, INC.	699.00
241607		002067	CENTRAL PARKING SYSTEM	25.00
241608	*	007835	SARAH CHUNG	172.50
241609		000605	CINTAS CORPORATION	13.41
241611		004026	COFINITY	1,206.00
241612	*	000627	CONSUMERS ENERGY	6,211.81
241613		001367	CONTRACTORS CONNECTION	782.80
241614		004386	CYNERGY WIRELESS	102.00
241616		000177	DELWOOD SUPPLY	328.29
241618		006907	DENTEMAX, LLC	136.80
241619		000847	DETROIT SALT COMPANY	23,226.01
241620		004671	ELDER FORD	1,862.72
241621		000551	ELECTION SYSTEMS & SOFTWARE, INC.	1,337.60
241622		001495	ETNA SUPPLY	473.61
241624		000936	FEDEX	120.21
241626		001230	FIRE SYSTEMS OF MICHIGAN INC	431.80
241627		007314	FLEIS AND VANDENBRINK ENG. INC	3,340.78
241629		007172	GARY KNUREK INC	133.00
241630		004604	GORDON FOOD	211.21
241631		000243	GRAINGER	208.32
241633		001531	GUNNERS METER & PARTS INC	720.00

City of Birmingham
Warrant List Dated 04/20/2016

Meeting of 04/25/2016

Check Number	Early Release	Vendor #	Vendor	Amount
241634		007342	H2A ARCHITECTS, INC.	557.00
241635		000261	J.H. HART URBAN FORESTRY	15,206.96
241636		001672	HAYES GRINDING	30.50
241637		001836	HISTORICAL SOCIETY OF MICHIGAN	65.00
241639		000331	HUBBELL ROTH & CLARK INC	14,519.80
241640		001820	IIMC	155.00
241642		007035	INNOVATIVE OFFICE TECHNOLOGY GROUP	97.06
241643		000342	INTERSTATE BATTERY SYSTEM	819.60
241644		002407	J & B MEDICAL SUPPLY	107.20
241645		007870	J.C. EHRLICH CO. INC.	27.00
241647		003458	JOE'S AUTO PARTS, INC.	272.66
241648		MISC	JOHANNA PENNOCK	165.00
241649	*	007837	LARYSSA KAPITANEC	170.00
241650		000891	KELLER THOMA	1,165.15
241651		004085	KONE INC	1,953.95
241652		000362	KROGER COMPANY	9.35
241653	*	006661	ROGER LAWRENCE	93.71
241654	*	007357	LAURA LEPZINSKI	132.00
241658	*	007977	KAREN LINGENFELTER	468.50
241660	*	004855	MAMC	475.00
241661		002169	MAYO WELDING & FAB. CO INC	3,200.00
241662		004738	MGFOA	100.00
241663		006831	MICHIGAN DEPT. OF TRANSPORTATION	607.37
241665		001005	STATE OF MICHIGAN	3,000.00
241671		006359	NYE UNIFORM COMPANY	700.17
241672	*	000477	OAKLAND COUNTY	3,321.50
241674	*	001484	OCAA0	15.00
241675		004370	OCCUPATIONAL HEALTH CENTERS	389.50
241677		000481	OFFICE DEPOT INC	944.52
241681		001277	PHYSIO-CONTROL CORP.	460.31
241682	*	003352	JAMIE CATHERINE PILLOW	1,584.00
241683		002518	PITNEY BOWES INC	845.90
241684		000801	POSTMASTER	215.00
241685		006729	QUENCH USA INC	120.00
241687		003447	RAFT	800.00
241688		007252	RAY WIEGAND'S NURSERY INC.	1,926.00
241690		004202	SHRED-IT USA	127.88
241691		007899	NICHOLAS SLANDA	17.00
241694		007907	SP+ CORPORATION	1,040.00
241697		006928	TALAS	513.15
241698		001076	TAYLOR FREEZER OF MICH INC	325.00
241699		000275	TIRE WHOLESALERS CO INC	574.24
241702		008041	USA CUSTOM PAD CORP	385.09

City of Birmingham
Warrant List Dated 04/20/2016

Meeting of 04/25/2016

Check Number	Early Release	Vendor #	Vendor	Amount
241703	*	000158	VERIZON WIRELESS	90.12
241704	*	000158	VERIZON WIRELESS	354.92
241705		000279	VIP TRUCK CENTER LLC	3,124.62
241706	*	007893	JENNA WADE	37.50
241707		005231	WALKER RESTORATION CONSULTANTS	11,596.20
241708	*	007355	LINDSAY WILLEN	561.75
241709	*	007894	BRENDA WILLHITE	646.20
241710		007083	XEROX CORPORATION	341.86
Sub Total Checks:				\$132,559.83
Sub Total ACH:				\$139,945.57
Grand Total:				\$272,505.40

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 4/20/2016

Vendor Name	Transfer Date	Transfer Amount
Comerica	*	3,142.34
Cutwater Asset Management-February	**	3,345.68
Automated Benefit Services, Inc.	4/18/2016	133,457.55
TOTAL		139,945.57

*In October 2015, the City Manager's credit card company was changed from Bank of America to Comerica Bank. Comerica Bank requires payment by ACH.

**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.

City Clerk-Laura Pierce
151 Martin Street
P.O. Box 3001
Birmingham, MI 48012-3001



April 8, 2016

Dear Laura,

It is with regret that I tender my resignation to the Greenwood Cemetery Advisory Board due to illness. I have enjoyed my association with everyone and hope to be of service in the future.

Sincerely,

A handwritten signature in blue ink that reads "Barbara Thurber". The signature is fluid and cursive.

Barbara Thurber

SUGGESTED RESOLUTION:

To accept the resignation of Barbara Thurber from the Greenwood Cemetery Advisory Board, to thank Ms. Thurber for her service, and to direct the Clerk to begin the process to fill this vacancy.



MEMORANDUM

Finance Department

DATE: April 13, 2016

TO: Joseph A. Valentine, City Manager

FROM: Mark Gerber, Finance Director/Treasurer

SUBJECT: Renewal of Contract with Oakland County for Assessing Services

In April 2007, the City Commission approved a three-year contract with Oakland County which provided for assessments of real and personal property, preparation of the assessment roll, attendance at the Boards of Review, and consultation on Michigan Tax Tribunal appeals. Since that time, the City Commission has approved two renewals of the assessing services contract: May 2010 and May 2013. The current three year contract, approved in May 2013, will expire on July 1, 2016. Attached is a three-year contract with Oakland County to continue these services through June 30, 2019.

The renewal contract is basically the same as the previous contract entered into by the City with the County for assessing services except for the rate charged per parcel for the services provided. The County is seeking a 3.2% increase in the rate per parcel from the current contract. This is the first increase in the rate since the County starting providing assessing services in 2007. The cost is a fixed price per parcel annually for the three year term as follows:

\$18.20 per parcel for real property (parcel count is currently 9,695)
\$13.30 per parcel for personal property (parcel count is currently 1,606)
Plus ancillary costs such as postage and supplies

This totals approximately \$202,800 annually for each of the three years.

City staff continues to provide information for the maintenance of the land files and common data system used by other City departments, preparation of special assessments and other ancillary functions not provided for in the agreement.

The costs of the assessing department for its last full year of operations were \$592,498. Current costs for the assessing function which includes City staff time, Boards of Review and the Oakland County contract is approximately \$268,530. Utilizing the Oakland County Equalization Division for assessing services has resulted in annual savings to the City of approximately \$325,000.

Based on the savings to the City, it is recommended that the City Commission approve the three-year contract with Oakland County for assessing services.

SUGGESTED RESOLUTION: To approve a three-year contract between the City and Oakland County for assessing services for the period of July 1, 2016 through June 30, 2019 and authorize the mayor to sign the agreement on behalf of the City.

March 21, 2016

Laura Pierce, Clerk
City of Birmingham
151 Martin St., PO Box 3001
Birmingham, MI 48009

RE: Renewal of Contract for Assessing Services with the City of Birmingham

Dear Laura Pierce:

The existing assessing contract between Oakland County Equalization and the City of Birmingham will expire on June 30, 2016. In anticipation of a renewal of the contract, we have prepared four copies for your review and consideration by your City Officials. In preparing the renewal document, our office has reproduced the provisions of the existing contract except for the following provision: *The cost per parcel has been adjusted by a 3% increase.* If you recall, the existing cost per parcel has remained fixed for the last 3 renewals or a total of at least 8 years now.

In summary, the cost per parcel to the City will go up from \$17.64 to \$18.20 (*rounded*) for each real property parcel. Personal property parcel rate will increase from \$12.88 to \$13.30 (*rounded*). These rates will be effective for the period July 1, 2016 to June 30, 2019. When the attached renewal contract is approved by your Governing Body and the authorized officials have affixed their signatures, kindly return four (4) copies to Oakland County Equalization Division.

Should you have any questions or concerns, please do not hesitate to call me at 248-858-0760 or Kimberly Hampton at 248-858-2039. Thank you.

Sincerely,



David M. Hieber
Manager, Oakland County Equalization

DMH/kdh
Enclosures

**CONTRACT FOR OAKLAND COUNTY
EQUALIZATION DIVISION ASSISTANCE SERVICES
WITH THE CITY OF BIRMINGHAM
(real and personal property services)**

This CONTRACT FOR OAKLAND COUNTY EQUALIZATION DIVISION ASSISTANCE SERVICES WITH THE CITY OF BIRMINGHAM, (hereafter, this "Contract") is made and entered into between the COUNTY OF OAKLAND, a Michigan Constitutional and Municipal Corporation, whose address is 1200 North Telegraph Road, Pontiac, Michigan 48341 (hereafter, the "County"), and the City of Birmingham, a Michigan Constitutional and Municipal Corporation whose address is 151 Martin St., P.O. Box 3001, Birmingham, Michigan, 48012-3001 (hereafter, the "Municipality"). In this Contract, either the County and/or the Municipality may also be referred to individually as a "Party" or jointly as "Parties."

INTRODUCTORY STATEMENTS

- A. The Municipality, pursuant to the laws of the State of Michigan (hereafter, the "State"), including, but not limited to, the Michigan General Property Tax Act (MCL 211.1, et seq.) is required to perform real and personal property tax appraisals and assessments for all nonexempt real and personal property located within the geographic boundaries of the Municipality for the purpose of levying State and local property taxes.
- B. The Parties recognize and agree that absent an agreement such as this, or pursuant to an order of the State Tax Commission mandating the County to perform all or some of the property tax appraisal and tax assessment responsibilities for real and/or personal property located within the Municipality's geographic boundaries (MCL 211.10(f)), the County, has no obligation to provide these Services to or for the Municipality.
- C. The Michigan General Property Tax Act (MCL 211.34(3)) provides that the County Board of Commissioners, through the Equalization Division may furnish assistance to local assessing officers in the performance of certain of these legally mandated, Municipality, property appraisal and assessment responsibilities.
- D. The Municipality has requested the County's Equalization Division assistance in performing the "Equalization Division Assistance Services" (as described and defined in this Contract) and has agreed in return to reimburse the County as provided for in this Contract.
- E. The County has determined that it has sufficient "Equalization Division Personnel," as defined herein, possessing the requisite knowledge and expertise and is agreeable to assisting the Municipality by providing the requested "Equalization Division Assistance Services" under the terms and conditions of this Contract.

NOW, THEREFORE, in consideration of these premises and the mutual promises, representations, and agreements set forth in this Contract, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the County and the Municipality mutually agree as follows:

- §1. DEFINED TERMS. In addition to the above defined terms (i.e., "Contract", "County", "Municipality", "Party" and "Parties", and "State"), the Parties agree that the following words and expressions when printed with the first letter capitalized as shown herein, whether used in the singular or plural, possessive or nonpossessive, and/or either within or without quotation marks, shall, be defined and interpreted as follows:

- 1.1. "County Agent" or "County Agents" shall be defined as any and all Oakland County elected officials, appointed officials, directors, board members, council members, commissioners, authorities, other boards, committees, commissions, employees, managers, departments, divisions, volunteers, agents, representatives, and/or any such persons' successors or predecessors, agents, employees, attorneys, or auditors (whether such persons act or acted in their personal representative or official capacities), and/or any persons acting by, through, under, or in concert with any of them, excluding the Municipality and/or any Municipality Agents, as defined herein. "County Agent" and/or "County Agents" shall also include any person who was a County Agent anytime during the term of this Contract but, for any reason, is no longer employed, appointed, or elected and serving as a County Agent.
- 1.2. "Equalization Division Personnel" as used in this Contract shall be defined as a specific subset of, and included as part of the larger group of County Agents as defined above, and shall be further defined as any and all County Agents specifically employed and assigned by the County to work in the Equalization Division of the County's Department of Management and Budget as shown in the current County budget and/or personnel records of the County. For any and all purposes in this Contract, any reference to County Agents shall also include within that term any and all Equalization Division Personnel, but any reference in this Contract to Equalization Division Personnel shall not include any County Agent employed by the County in any other function, capacity or organizational unit of the County other than the Equalization Division of the Department of Management and Budget.
- 1.3. "Municipality Agent" or "Municipality Agents" shall be defined to include any and all Municipality officers, elected officials, appointed officials, directors, board members, council members, authorities, boards, committees, commissions, employees, managers, departments, divisions, volunteers, agents, representatives, and/or any such persons' successors or predecessors, agents, employees, attorneys, or auditors (whether such persons act or acted in their personal, representative, or official capacities), and/or any and all persons acting by, through, under, or in concert with any of them, except that no County Agent shall be deemed a Municipality Agent and conversely, no Municipality Agent shall be deemed a County Agent. "Municipality Agent" shall also include any person who was a Municipality Agent at any time during this Contract but for any reason is no longer employed, appointed, or elected in that capacity.
- 1.4. "Claim(s)" shall be defined to include any and all alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation costs and expenses, including, but not limited to, any reimbursement for reasonable attorney fees, witness fees, court costs, investigation and/or litigation expenses, any amounts paid in settlement, and/or any other amounts, liabilities or Claim(s) of any kind whatsoever which are imposed on, incurred by, or asserted against either the County and/or any County Agent, as defined herein, or any Claim(s) for which the County and/or any County Agent may become legally and/or contractually obligated to pay or defend against, or any other liabilities of any kind whatsoever, whether direct, indirect or consequential, whether based upon any alleged

violation of the constitution (Federal or State), any statute, rule, regulation or the common law, whether in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened and arising out of any alleged breach of any duty by the County and/or any County Agent to any third-person, the Municipality, including any Municipality Agent or any Municipality Taxpayer under or in connection with this Contract or are based on or result in any way from the County's and/or any County Agent's participation in this Contract.

- 1.5. "Municipality Taxpayer" shall be defined as any and all residents, property owners, persons, or taxable entities within the Municipality, or their representatives or agents, who may be liable or responsible for any property taxes assessed by the Municipality pursuant to any applicable State Property Tax Laws.
- 1.6. "State" shall be defined as the "State of Michigan," a sovereign governmental entity of the United States, and shall also include within its definition any and all departments or agencies of State government including specifically, but not limited to, the State Tax Commission, the State Tax Tribunal, and/or the State Department of Treasury.

§2. COUNTY EQUALIZATION DIVISION ASSISTANCE SERVICES. The Parties agree that the full and complete scope of any and all County Equalization Division Assistance Services shall be as described and limited in the following subsections (hereinafter defined and referred to as either "Equalization Division Assistance Services" or "Services").

- 2.1. "EQUALIZATION DIVISION ASSISTANCE SERVICES" OR "SERVICES" TO BE PROVIDED. "Equalization Division Assistance Services" or "Services", to be performed by County for the Municipality as those terms are defined in this Contract, shall only include and shall be limited to the following activities:
 - 2.1.1. This Contract is to provide for annual assessment of real and personal property from July 1, 2016 to June 30, 2019 as required by laws of the State of Michigan. The County agrees to make assessments of real and personal property within the Municipality pursuant to MCL 211.10d.
 - 2.1.2. The Equalization Division personnel will appraise all property, process all real and personal property description changes, prepare the assessment roll for real and personal property in the Municipality; attend March, July and December Boards of Review and other such duties as required by the State General Property Tax Laws. The Equalization Division personnel will also be available for consultation on all Michigan Tax Tribunal real and personal property and special assessment appeals and will assist the Municipality in the preparation of both the oral and written defense of appeals, as long as there is a current Contract in effect.
- 2.2. PURPOSE OF COUNTY "SERVICES". The Parties agree that the purpose of any and all "Equalization Division Assistance Services" or "Services" to be performed under this Contract shall be to assist (e.g., to help, aid, lend support, and/or participate in as an auxiliary, to contribute effort toward completion of a goal, etc.) the Municipality in the performance of that Municipality's official

functions, obligations, and Municipality's legal responsibilities for property tax appraisal and assessment pursuant to the applicable State Property Tax Laws.

- 2.3. MANNER COUNTY TO PROVIDE SERVICES. The Parties agree that any and all "Equalization Division Assistance Services" or "Services" to be provided by the County for the Municipality under this Contract shall be performed solely and exclusively by the County's "Equalization Division Personnel" as defined herein.
- 2.3.1. Equalization Division Personnel, including those certified as MMAO, shall be employed and assigned by the County in such numbers and based on such appropriate qualifications and other factors as decided solely by the County.
- 2.3.2. The Parties agree that the County shall be solely and exclusively responsible for furnishing all Equalization Division Personnel with all job instructions, job descriptions and job specifications and shall in all circumstances control, supervise, train or direct all Equalization Division Personnel in the performance of any and all Services under this Contract.
- 2.3.3. Except as otherwise expressly provided for herein, the Parties agree and warrant that, at all times and for all purposes relevant to this Contract, the County shall remain the sole and exclusive employer of all County Agents and Equalization Division Personnel and that the County shall remain solely and completely liable for any and all County Agents' past, present, or future wages, compensation, overtime wages, expenses, fringe benefits, pension or retirement benefits, travel expenses, mileage allowances, training expenses, transportation costs, and/or other allowances or reimbursements of any kind, including, but not limited to, workers' disability compensation benefits, unemployment compensation, Social Security Act protection(s) and benefits, any employment taxes, and/or any other statutory or contractual right or benefit based on or in any way related to any County Agent's employment status.
- 2.3.4. This Contract is neither intended, nor shall it be interpreted, to create, change, grant, modify, supplement, supersede, alter, or otherwise affect or control, in any manner, form, or at any time, any right, privilege, benefit, or any other term or condition of employment, of any kind or nature whatsoever, in, upon, or for any County Agent or Equalization Division Personnel with the County, any applicable County employment and/or union contract, and/or any County rule(s), regulation(s), hours of work, shift assignment, order(s), policy(ies), procedure(s), directive(s), ethical guideline(s), etc., which shall, solely and exclusively, govern and control the employment relationship between the County and any County Agent or Equalization Division Personnel and/or the conduct and actions of any County Agent or any Equalization Division Personnel. To illustrate, but not otherwise limit, this Contract does not and shall not be interpreted to limit, modify, control, or otherwise affect, in any manner:
- 2.3.4.1. The County's sole and exclusive right, obligation, responsibility, and discretion to employ, compensate, assign, reassign, transfer, promote, reclassify, discipline, demote,

layoff, furlough, discharge any Equalization Division Personnel and/or pay any and all Equalization Division Personnel's wages, salaries, allowances, reimbursements, compensation, fringe benefits, or otherwise decide any and all such terms and conditions of employment and make any and all employment decisions that affect, in any way, the employment of any Equalization Division Personnel with the County, subject only to its applicable collective bargaining Contracts.

- 2.3.4.2. The County's sole and exclusive right, obligation, and responsibility to determine, establish, modify, or implement any and all operational policies, procedures, orders, rules, regulations, ethical guidelines, and/or any other judgment, policy or directive which, in any way, governs or controls any activity of any County Agent or Equalization Division Personnel, any necessary County Agent or Equalization Division Personnel's training standards or proficiency(ies), any level or amount of required supervision, any and all standards of performance, any sequence or manner of performance, and any level(s) of experience, training, or education required for any Equalization Division Personnel performing any County duty or obligation under the terms of this Contract.
- 2.3.5. The Municipality agrees that except as expressly provided for under the terms of this Contract and/or laws of this State, no County Agent or Equalization Division Personnel, while such person is currently and/or actively employed or otherwise remains on the payroll of the County as a County Agent shall be employed, utilized, or perform any other services, of any kind, directly or indirectly, in any manner or capacity, or otherwise be available to perform any other work or assignments by or for the Municipality during the term of this Contract. This section shall not prohibit the Municipality from employing any person who was a former County Agent but is no longer employed in that capacity by the County.
- 2.3.6. Except as otherwise expressly provided by the Contract and/or applicable State law, the Parties agree and warrant that neither the County, nor any County Agent, nor any Equalization Division Personnel, by virtue of this Contract or otherwise, shall be deemed, considered or claimed to be an employee of the Municipality and/or a Municipality Agent.
- 2.3.7. The Municipality shall not otherwise provide, furnish or assign any Equalization Division Personnel with any job instructions, job descriptions, job specifications, or job duties, or in any manner attempt to control, supervise, train, or direct any Personnel in the performance of any County's Equalization Division Assistance Services duty or obligation under the terms of this Contract.
- 2.4. LIMITS AND EXCLUSIONS ON COUNTY "SERVICES". Except as otherwise expressly provided for within this Contract, neither the County nor any County Agents shall be responsible for assisting or providing any other "Services " or

assistance to the Municipality or assume any additional responsibility for assisting the Municipality in any other way or manner with any Municipality obligations under any and all State Property Tax Laws, including, but not limited to, providing any attorney or legal representation to the Municipality or any Municipality Agent at any proceeding before the Michigan Tax Tribunal or any other adjudicative body or court, except as expressly provided for in this Contract.

2.4.1. The Municipality shall, at all times and under all circumstances, remain solely liable for any and all costs, legal obligations, and/or civil liabilities associated with or in any way related to any Municipality tax appraisal or assessment functions or any other Municipality legal obligation under any applicable State Property Tax Laws. The Municipality shall employ and retain its own Municipality legal representation, as necessary, to defend any such claim or challenge before the State Tax Tribunal or any other court or review body.

2.4.2. Except for those express statutory and/or regulatory obligations incumbent only upon licensed Equalization Division Personnel (i.e., State Licensed and Certified Real and/or Personal Property Tax Assessors) to defend property tax appraisals and assessments that they either performed, or were otherwise performed under their supervision, before the Michigan Tax Tribunal, the Parties agree that no other County Agents, including any County attorneys shall be authorized, required and/or otherwise obligated under this Contract or pursuant to any other agreement between the Parties to provide any legal representation to or for the Municipality and/or otherwise defend, challenge, contest, appeal, or argue on behalf of the Municipality before the Michigan Tax Tribunal or any other review body or court.

§3. TERM OF CONTRACT. The Parties agree that the term of this Contract shall begin on the effective date of this Contract, as otherwise provided herein, and shall end on June 30, 2019, without any further act or notice from either Party being required. Any and all County Services otherwise provided to the Municipality prior to the effective date of this Contract, shall be subject to the terms and conditions provided for herein.

§4. NO TRANSFER OF MUNICIPALITY LEGAL OBLIGATIONS TO COUNTY. Except as expressly provided for in this Contract, the Municipality agrees that this Contract does not, and is not intended to, transfer, delegate, or assign to the County, and/or any County Agent or Equalization Division Personnel any civil or legal responsibility, duty, obligation, duty of care, cost, legal obligation, or liability associated with any governmental function delegated and/or entrusted to the Municipality under any applicable State Property Tax Laws.

4.1. The Municipality shall, at all times and under all circumstances, remain solely liable for any and all costs, legal obligations, and/or civil liabilities associated with or in any way related to any Municipality tax appraisal or assessment functions or any other Municipality legal obligation. The Municipality agrees that under no circumstances shall the County be responsible for any costs, obligations, and/or civil liabilities associated with its Municipality function or any responsibility under any State Property Tax Law.

- 4.2. The Municipality shall not incur or create any debts, liens, liabilities or obligations for the County and shall take all necessary steps to ensure that any debts, liens, liabilities or obligations that the Municipality may incur shall not become a debt, liability, obligation or Claim(s) against the County.
- 4.3. The Parties agree that the Municipality shall at all times remain responsible for the ultimate completion of any and all Municipality duties or obligations under any and all applicable State Property Tax Laws. Nothing in this Contract shall relieve the Municipality of any Municipality duty or obligation under any applicable State Property Tax Law.
- 4.4. The Municipality and Municipality Agents shall be and remain responsible for compliance with all Federal, State, and local laws, ordinances, regulations, and agency requirements in any manner affecting any work or performance of this Contract or with any Municipality duty or obligation under any applicable State Property Tax Law.

§5. NO DELEGATION OR DIMINUTION OF ANY GOVERNMENTAL AUTHORITY. The Parties reserve to themselves any rights and obligations related to the provision of any and all of each Party's respective governmental services, authority, responsibilities, and obligations. Except as expressly provided otherwise herein, this Contract does not, and is not intended to, create, diminish, delegate, transfer, assign, divest, impair, or contravene any constitutional, statutory, and/or other legal right, privilege, power, civil or legal responsibility, obligation, duty of care, liability, capacity, immunity, authority or character of office of either Party to any other person or Party.

- 5.1. The Parties further agree, notwithstanding any other term or condition in this Contract, that no provision in this Contract is intended, nor shall it be construed, as a waiver of any governmental immunity, as provided by statute or applicable court decisions, by either Party, either for that Party and/or any of that Party's County or Municipal Agents.
- 5.2. Notwithstanding any other provision in this Contract, nothing in this Contract shall be deemed to, in any way, limit or prohibit the Oakland County Board of Commissioners statutory rights and obligations to review and/or further equalize Municipality property values or tax assessments and/or further act upon any Municipality assessment(s) of property taxes under any applicable State Property Tax Laws, including, but not limited to challenging any Municipality assessment before the Michigan Tax Tribunal.

§6. PAYMENT SCHEDULE. In consideration of the promises set forth in this Contract, the Municipality agrees to pay to the County: For the contract years 2016-2017, 2017-2018, and 2018-2019 the sum of \$18.20 each year for each real property description and \$13.30 each year for each personal property description rendered during the life of this Contract. Payment for the contract year 2016-2017 is payable on or before July 1, 2017, payment for the contract year 2017-2018 is payable on or before July 1, 2018 and payment for the contract year 2018-2019 is payable on or before July 1, 2019.

If during the term of this Contract, there are additional services requested of the County, the Parties shall negotiate additional fees to be paid by the Municipality.

- 6.1. All time incurred for Board of Review dates beyond the regular County working hours to be billed at the applicable Equalization Division personnel's overtime

rate and charged to the Municipality over and above any other fees described in this Contract, with the following exceptions:

- 6.1.1. One evening meeting as required by law under MCL § 211.30(3).
- 6.1.2. Dates requiring overtime set by the Municipality Charter.
- 6.2. The Municipality agrees to be responsible for postage on all personal property statements and personal property notices mailed relating to work performed under this Contract. The Municipality agrees to be responsible for all photographic supplies.
- 6.3. If the Municipality fails, for any reason, to pay the County any monies when and as due under this Contract, the Municipality agrees that unless expressly prohibited by law, the County or the County Treasurer, at their sole option, shall be entitled to a setoff from any other Municipality funds that are in the County's possession for any reason. Funds include but are not limited to the Delinquent Tax Revolving Fund ("DTRF"). Any setoff or retention of funds by the County shall be deemed a voluntary assignment of the amount by the Municipality to the County. The Municipality waives any claims against the County or its Officials for any acts related specifically to the County's offsetting or retaining such amounts. This paragraph shall not limit the Municipality's legal right to dispute whether the underlying amount retained by the County was actually due and owing under this Contract.
- 6.4. If the County chooses not to exercise its right to setoff or if any setoff is insufficient to fully pay the County any amounts due and owing the County under this Contract, the County shall have the right to charge up to the then-maximum legal interest on any unpaid amount. Interest charges shall be in addition to any other amounts due to the County under this Contract. Interest charges shall be calculated using the daily unpaid balance method and accumulate until all outstanding amounts and accumulated interest are fully paid.
- 6.5. Nothing in this Section shall operate to limit the County's right to pursue or exercise any other legal rights or remedies under this Contract against the Municipality to secure reimbursement of amounts due the County under this Contract. The remedies in this Section shall be available to the County on an ongoing and successive basis if Municipality at any time becomes delinquent in its payment. Notwithstanding any other term and condition in this Contract, if the County pursues any legal action in any court to secure its payment under this Contract, the Municipality agrees to pay all costs and expenses, including attorney's fees and court costs, incurred by the County in the collection of any amount owed by the Municipality.
- 6.6. Notwithstanding any other term or condition in this Contract, should the Municipality fail for any reason to timely pay the County the amounts required under this Contract, the Municipality agrees that the County may discontinue, upon thirty (30) days written notice to the Municipality, without any penalty or liability whatsoever, any County services or performance obligations under this Contract.

§7. LIABILITY. The Municipality further agrees that the County shall not be liable to the Municipality for any and all Claim(s), except as otherwise expressly provided for in this Contract.

7.1. The Parties agree that this Contract does not and is not intended to create or include any County warranty, promise, covenant or guaranty, either express or implied, of any kind or nature whatsoever in favor of the other Municipality, and/or any Municipality Agents, or any Municipality Taxpayer or any other person or entity, or that the County's efforts in the performance of any obligation under this Contract will result in any specific monetary benefit or efficiency, or increase in any tax revenue for the Municipality, or will result in any specific reduction or increase in any property assessment, or guarantee that any County services provided under this Contract will withstand any challenge before the State Tax Tribunal or any court or review body, or any other such performance-based outcome.

7.2. In the event of any alleged breach, wrongful termination, and/or any default of any term or condition of this Contract by either the County or any County Agent, the County and/or any County Agent shall not be liable to the Municipality for any indirect, incidental, special or consequential damages, including, but not limited to any replacement costs for County Services, any loss of income or revenue, and/or any failure by the Municipality to meet any Municipality obligation under any applicable State Property Tax Laws, or any other economic benefit or harm that the Municipality may have realized, but for any alleged breach, wrongful termination, default and/or cancellation of this Contract, or damages beyond or in excess of the amount(s) of any amount paid to, received or retained by the County at the time of the alleged breach or default in connection with or under the terms of this Contract, whether such alleged breach or default is alleged in an action in contract or tort and/or whether or not the Municipality has been advised of the possibility of such damages. This provision and this Contract is intended by the Parties to allocate the risks between the Parties, and the Parties agree that the allocation of each Party's efforts, costs, and obligations under this Contract reflect this allocation of each Party's risk and the limitations of liability as specified herein.

7.3. Notwithstanding any other provision in this Contract, with regard to any and all alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation costs and expenses, including, but not limited to, any reimbursement for reasonable attorney fees, witness fees, court costs, investigation and/or litigation expenses, any amounts paid in settlement, and/or any other amounts, liabilities of any kind whatsoever which are imposed on, incurred by, or asserted against the Municipality or any Municipality Agent by any third person, including but not limited to any Municipality Agent or Municipality Taxpayer, arising out of any activities or Services to be carried out by any County Agent in the performance of this Contract, the Municipality hereby agrees that it shall have no rights pursuant to or under this Contract against the County and/or any County Agents to or for any indemnification (i.e., contractually, legally, equitably, or by implication) contribution, subrogation, or other right to be reimbursed by the County and/or any of County Agents based upon any and all legal theories or alleged rights of

any kind, whether known or unknown, for any and all alleged losses, claims, complaints, demands for relief or damages, judgments, deficiencies, liability, penalties, litigation costs and expenses of any kind whatsoever which are imposed on, incurred by, or asserted against the Municipality and which are alleged to have arisen under or are in any way based or predicated upon this Contract.

- 7.4. If the Municipality requests and the County agrees, the County may prepare the actual tax statement for mailing by the Municipality to Municipality residents. In preparing any such tax statement the County shall rely upon certain data provided by the Municipality beyond the data gathered by the County under this Contract, including, but not limited to, the applicable millage rate. The parties agree that under no circumstances shall the County be held liable to the Municipality or any third party based upon any error in any tax statement due to information supplied by the Municipality to the County for such purposes.

§8. MUNICIPALITY AGENTS AND COOPERATION WITH THE COUNTY. The Municipality agrees that it shall be solely and exclusively responsible, during the term of this Contract, for guaranteeing that all Municipality Agents fully cooperate with Equalization Division Personnel in the performance of all County Services under this Contract. Likewise, the County agrees that it shall be solely and exclusively responsible, during the term of this Contract, for guaranteeing that all Equalization Division personnel fully cooperate with Municipality agents in the performance of all County Services under this Contract.

- 8.1. Municipality Agents shall be employed and assigned based on appropriate qualifications and other factors as decided by the Municipality. The Municipality agrees that it shall be solely responsible for furnishing all Municipality Agents with all job instructions, job descriptions and job specifications and shall solely control, direct, and supervise all Municipality Agents and shall be solely responsible for the means and manner in which Municipality's duties or obligations under any applicable State Property Tax Laws are satisfied.
- 8.2. The Municipality agrees that it shall be solely and completely liable for any and all Municipality Agents' past, present, or future wages, compensation, overtime wages, expenses, fringe benefits, pension or retirement benefits, travel expenses, mileage allowances, training expenses, transportation costs, and/or other allowances or reimbursements of any kind, including, but not limited to, workers' disability compensation benefits, unemployment compensation, Social Security Act protection(s) and benefits, any employment taxes, and/or any other statutory or contractual right or benefit based on or in any way related to any Municipality Agent's employment status or any alleged violation of any Municipality Agent's statutory, contractual (e.g., union, employment, or labor contract), constitutional, common law employment right, and/or civil rights by the Municipality. The Municipality agrees to indemnify and hold harmless the County from and against any and all Claim(s) which are imposed upon, incurred by, or asserted against the County or any County Agent by any Municipality Agent and/or which are based upon, result from, or arise from, or are in any way related to any Municipality Agent's wages, compensation, benefits, or other employment-related or based rights, including, but not limited to, those described in this section.

- 8.3. The Municipality agrees that no Municipality Agent shall, by virtue of this Contract or otherwise, be considered or claimed to be an employee of the County and/or a County Agent. This Contract does not grant or confer, and shall not be interpreted to grant or confer, upon any Municipality Agents or any other individual any status, privilege, right, or benefit of County employment or that of a County Agent.
- 8.4. The Municipality agrees to provide the County with information regarding any activity affecting the tax status of any parcel including but not limited to the following: Downtown Development Authorities, Redevelopment Plans, Tax Increment Financing Authorities. In addition, the municipality agrees to notify the County immediately of approval of any application for abatement or tax exemption.
- 8.5. The Municipality agrees to inform the County Agents regarding any increase in taxation which is governed by the Truth in Taxation Act. Further, the Municipality agrees to inform the County Agents regarding any millage increase (new) or renewal.
- 8.6. The Municipality will be responsible for Special Assessment billings, maintaining a paper trail of roll changes, maintaining the rolls in balance, and providing the Oakland County Equalization Division with the information necessary to prepare the warrant.
- 8.7. The Municipality agrees that its agents will perform the following functions:
- 8.7.1. Mechanically make name changes to Sidwell numbers on a monthly basis using the County's Computer terminals.
 - 8.7.2. Provide a copy of all building permits with Sidwell numbers to the County's Equalization Division on a monthly basis.
 - 8.7.3. Be responsible for the establishment, accuracy and compilation of all Special Assessment rolls in the Municipality.
 - 8.7.4. Forward all exemption applications, transfer affidavits, personal property statements and any and all other documents affecting the status or value of property located within the Municipality to the County's Equalization Division in a timely manner.
 - 8.7.5. Forward all information on splits and combinations after approval by the Municipality to the County's Equalization Division.
- 8.8. In the event that Municipality Agents, for whatever reason, fail or neglect to undertake the tasks in Section 8.7 above, the County's Equalization Division may perform these tasks and they shall be paid on a time and material basis. Such rate shall be based upon the wages plus benefits of the person or persons performing said tasks.
- §9. INDEPENDENT CONTRACTOR. The Parties agree that at all times and for all purposes under the terms of this Contract, the County's and/or any and all County Agents' legal status and relationship to the Municipality shall be that of an Independent Contractor. Except as expressly provided herein, each Party will be solely responsible for the acts of its own employees, Agents, and servants during the term of this Contract. No liability,

right or benefits arising out of an employer/employee relationship, either express or implied, shall arise or accrue to either Party as a result of this Contract.

- §10. COUNTY PRIORITIZATION OF COUNTY RESOURCES. The Municipality acknowledges and agrees that this Contract does not, and is not intended to, create either any absolute right in favor of the Municipality, or any correspondent absolute duty or obligation upon the County, to guarantee that any specific number(s) or classification of County Agents will be present on any given day to provide County services to the Municipality.
- §11. INDEMNIFICATION. Each Party shall be responsible for any Claims made against that Party and for the acts of its Employees or Agents. In any Claims that may arise from the performance of this Contract, each Party shall seek its own legal representation and bear the costs associated with such representation including any attorney fees. Except as otherwise provided in this Contract, neither Party shall have any right under any legal principle to be indemnified by the other Party or any of its Employees or Agents in connection with any Claim. This Contract does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties. Nothing in this Contract shall be construed as a waiver of governmental immunity for either Party.
- §12. CANCELLATION OR TERMINATION OF THIS CONTRACT. Except as follows, and notwithstanding any other term or provision in any other section of this Contract, either Party, upon a minimum of ninety (90) calendar days written notice to the other Party, may cancel and/or completely terminate this Contract for any reason, including convenience, without incurring any penalty, expense, or liability to the other Party. The effective date for any such termination is to be clearly stated in the notice.
- 12.1. At 5:00 p.m. on the effective date of the cancellation of this Contract all Municipality and/or County obligations under this Contract, except those rights and obligations expressly surviving cancellation as provided for in this Contract, shall end.
- 12.2. The Municipality agrees that any and all Municipality obligations, including, but not limited to, any and all indemnification and hold harmless promises, waivers of liability, record-keeping requirements, any Municipality payment obligations to the County, and/or any other related obligations provided for in this Contract with regard to any acts, occurrences, events, transactions, or Claim(s) either occurring or having their basis in any events or transactions that occurred before the cancellation or completion of this Contract, shall survive the cancellation or completion of this Contract.
- §13. EFFECTIVE DATE, CONTRACT APPROVAL, AND AMENDMENT. The Parties agree that this Contract, and/or any subsequent amendments thereto, shall not become effective prior to the approval by concurrent resolutions of both the Oakland County Board of Commissioners and the Governing Body of the City of Birmingham. The approval and terms of this Contract, and/or any possible subsequent amendments thereto, shall be entered in the official minutes and proceedings of both the Oakland County Board of Commissioners and the Governing Body of the City of Birmingham and shall also be filed with the office of the Clerk of the County and the Clerk for the City of Birmingham.

- §14. The Parties agree that this Contract, and/or any possible subsequent amendments, shall be filed with the Michigan Secretary of State and this Contract, and/or any possible subsequent amendments, shall not become effective prior to this required filing with the Secretary of State.
- 14.1. The Parties agree that except as expressly provided herein, this Contract shall not be changed, supplemented, or amended, in any manner, except as provided for herein, and no other act, verbal representation, document, usage or custom shall be deemed to amend or modify this Contract in any manner.
- §15. NO THIRD-PARTY BENEFICIARIES. Except as expressly provided herein for the benefit of the Parties (i.e., County or Municipality), this Contract does not, and is not intended to, create, by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right to be indemnified (i.e., contractually, legally, equitably, or by implication) and/or any right to be subrogated to any Party's rights in this Contract, and/or any other right of any kind, in favor of any person, including, but not limited to, any County Agent or Municipality Agent or any Municipality Taxpayer, any Taxpayer's legal representative, any organization, any alleged unnamed beneficiary or assignee, and/or any other person.
- §16. CONSTRUED AS A WHOLE. The language of all parts of this Contract is intended to and, in all cases, shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party. As used in this Contract, the singular or plural number, possessive or nonpossessive shall be deemed to include the other whenever the context so suggests or requires.
- §17. CAPTIONS. The section headings or titles and/or all section numbers contained in this Contract are intended for the convenience of the reader and not intended to have any substantive meaning and are not to be interpreted as part of this Contract.
- §18. NOTICES. Except as otherwise expressly provided for herein, any and all correspondence, invoices, and/or any other written notices required, permitted or provided for under this Contract to be delivered to either Party shall be sent to that Party by first class mail. All such written notices, including any notice canceling or terminating this Contract as provided for herein, shall be sent to the other Party's signatory to this Contract, or that signatory's successor in office, at the addresses shown in this Contract. All correspondence or written notices shall be considered delivered to a Party as of the date that such notice is deposited with sufficient postage with the U.S. Postal Service.
- §19. WAIVER OF BREACH. The waiver of a breach of any provision of this Contract shall not operate or be construed as a waiver of any subsequent breach. Each and every right, remedy and power granted to either Party or allowed it by law shall be cumulative and not exclusive of any other.
- §20. ENTIRE CONTRACT. This Contract, consisting of a total of fourteen (14) pages, sets forth the entire agreement between the County and the Municipality and fully supersedes any and all prior agreements or understandings between them in any way related to the subject matter hereof. It is further understood and agreed that the terms and conditions herein are contractual and are not a mere recital and that there are no other agreements, understandings, contracts, or representations between the County and the Municipality in any way related to the subject matter hereof, except as expressly stated herein. This

Contract shall not be changed or supplemented orally and may be amended only as otherwise provided herein.

For and in consideration of the mutual assurances, promises, acknowledgments, warrants, representations, and agreements set forth in this Contract, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the undersigned hereby execute this Contract on behalf of the Parties, and by doing so legally obligate and bind the Parties to the terms and conditions of this Contract.

IN WITNESS WHEREOF, Rackeline Hoff, Mayor of the City of Birmingham hereby acknowledges that she has been authorized by a resolution of the Governing Body of the City of Birmingham, a certified copy of which is attached, to execute this Contract on behalf of the Municipality and hereby accepts and binds the City of Birmingham to the terms and conditions of this Contract.

EXECUTED: _____
Rackeline Hoff, Mayor
City of Birmingham

DATE: _____

WITNESSED: _____
Laura Pierce, Clerk
City of Birmingham

DATE: _____

IN WITNESS WHEREOF, Michael J. Gingell, Chairperson, Oakland County Board of Commissioners, hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners, a certified copy of which is attached, to execute this Contract on behalf of the Oakland County, and hereby accepts and binds Oakland County to the terms and conditions of this Contract.

EXECUTED: _____
Michael J. Gingell, Chairperson
Oakland County Board of Commissioners

DATE: _____

WITNESSED: _____
(Print Name) _____
County of Oakland

DATE: _____

DATE: _____



MEMORANDUM

Planning Division

DATE: April 19, 2016

TO: Joseph A. Valentine, City Manager

FROM: Matthew Baka, Senior Planner

CC: Jana L. Ecker, Planning Director

SUBJECT: Set Public Hearing for a Lot Split of 1525 Chesterfield, Parcel #1926126008, LOT 1, "QUARTON HEATH" A SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 26, TOWN 2 NORTH, RANGE 10 EAST. BLOOMFIELD TOWNSHIP (NOW CITY OF BIRMINGHAM), OAKLAND COUNTY, MICHIGAN AS RECORDED IN LIEBER 56 OF PLATS, PAGE 45 OF OAKLAND COUNTY RECORDS.

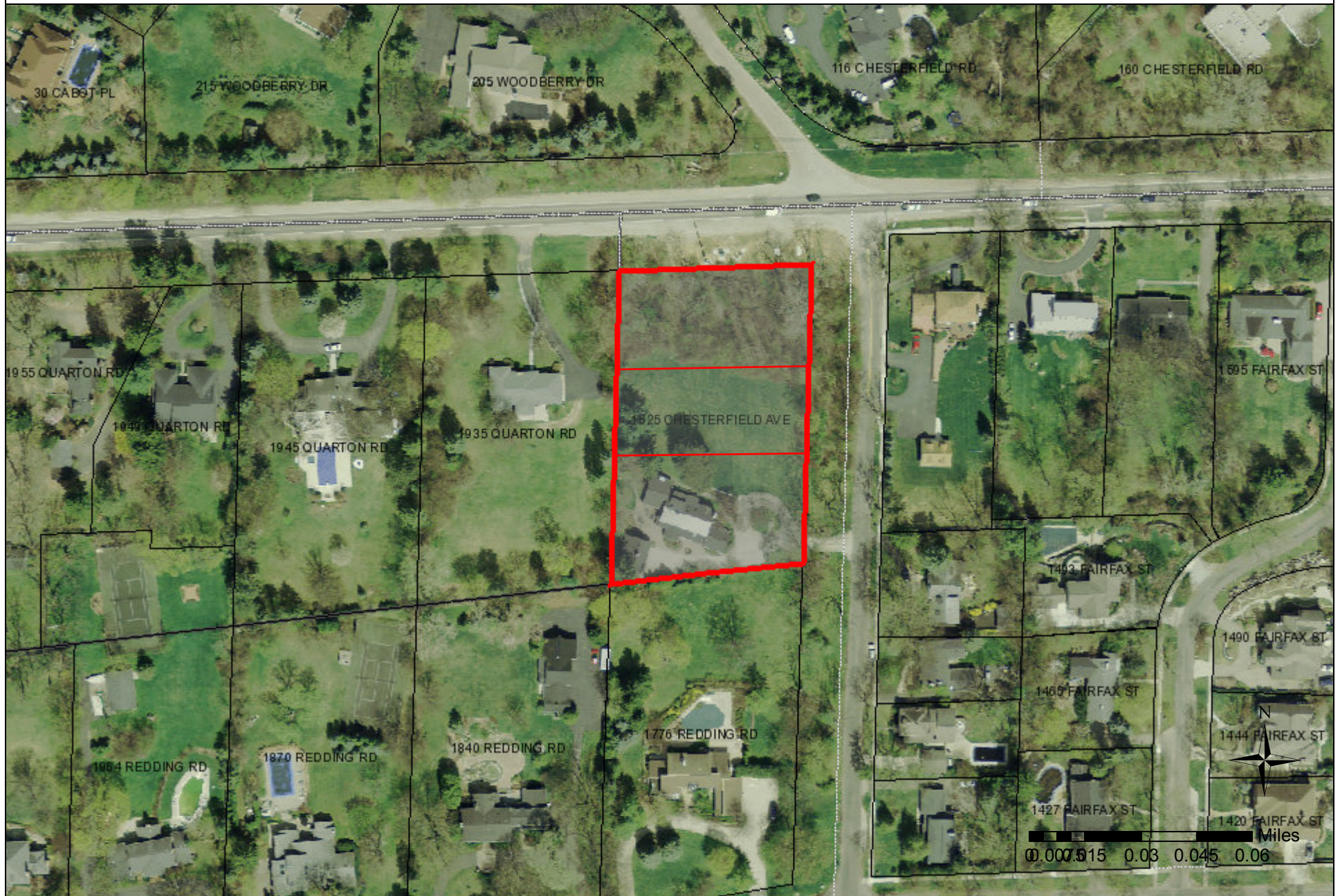
The owner of the property known as 1525 Chesterfield is seeking a lot split to divide the existing parcel into three new parcels.

The Planning Division requests that the City Commission set a public hearing date of **May 23rd, 2016** to consider the proposed subdivision, pursuant to the procedures set forth in Section 102-52 of the Subdivision Ordinance.

Suggested Action:

To set a public hearing for May 23, 2016 to consider the proposed lot split of 1525 Chesterfield, Parcel #1926126008.

1525 Chesterfield





City of Birmingham
A Walkable Community



Division of Platted Lots Application

1. Applicant

Name: JASON SCOTT
Address: 1030 LAKESIDE DR.
BIRMINGHAM, MI 48009
Phone Number: 248 343-2962
Fax Number: 248-853-9496
Email Address: JMAGSCOTT@COMCAST.NET

2. Applicant's Attorney/Contact Person

Name: PETE JOELSON
Address: 30065 NORTHWESTERN HWY. STE 200
FARMINGTON HILLS, MI 48334
Phone Number: 248 626-9966
Fax Number: 248 855-9496
Email Address: PWJ@JRIAMP.LC.COM

3. Project Information

Address/Location of Property: 1525 CHESTERFIELD
BIRMINGHAM, MI 48009
Sidwell #: 19 26 12 6008
Current Zoning: R-1

Property Owner

Name: JANE BUCHANAN
Address: 1525 CHESTERFIELD RD.
BIRMINGHAM, MI 48009
Phone Number: _____
Fax Number: _____
Email Address: _____

Survey Company

Name: HORIZON ENGINEERING, LLC
Address: PO Box 182158
Shelby Twp., MI 48318
Phone Number: 586-453-8097
Fax Number: 586-580-0053
Email Address: NROBINSON@HORIZONENG.NET

Legal Description: SEE ATTACHED

4. Attachments

- Proof of ownership
- Written statement of reasons for request
- A letter of authority or power of attorney in the event the application is made by a person other than the property owner
- Other data having a direct bearing on the request
 - Sketches of proposed development (optional)
- One digital copy of plans
- Two (2) copies of a registered land survey showing:
 - all existing and proposed platted lot lines
 - legal descriptions of proposed lots
 - locations of existing/ surrounding structures and setbacks
 - footprints of proposed development

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

Signature of Property Owner: Jane F. Buchanan
Print Name: Jane F. Buchanan
Signature of Applicant: Jason Scott
Print Name: JASON SCOTT

Date: 3/31/16

Date: 3/28/16

Fee: \$200.00 per lot affected, minimum fee \$400

127746

scottqualityhomes
30665 Northwestern Hwy
suite 200
Farmington Hills, MI 48334

To the City of Birmingham,

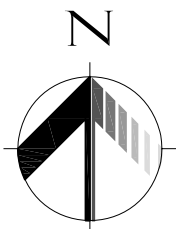
This letter is to provide intent for the lot split application of 1525 Chesterfield. The purpose of splitting the lot is to provide three parcels of land; two for new construction and the third for the already existing home to remain and be renovated. Thank you for your time and consideration of our proposal.

Sincerely,
Jason and Marlo Scott
scottqualityhomes

CERTIFICATE OF SURVEY

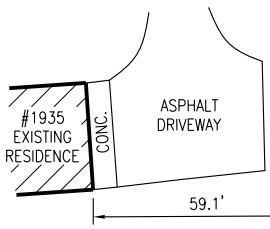
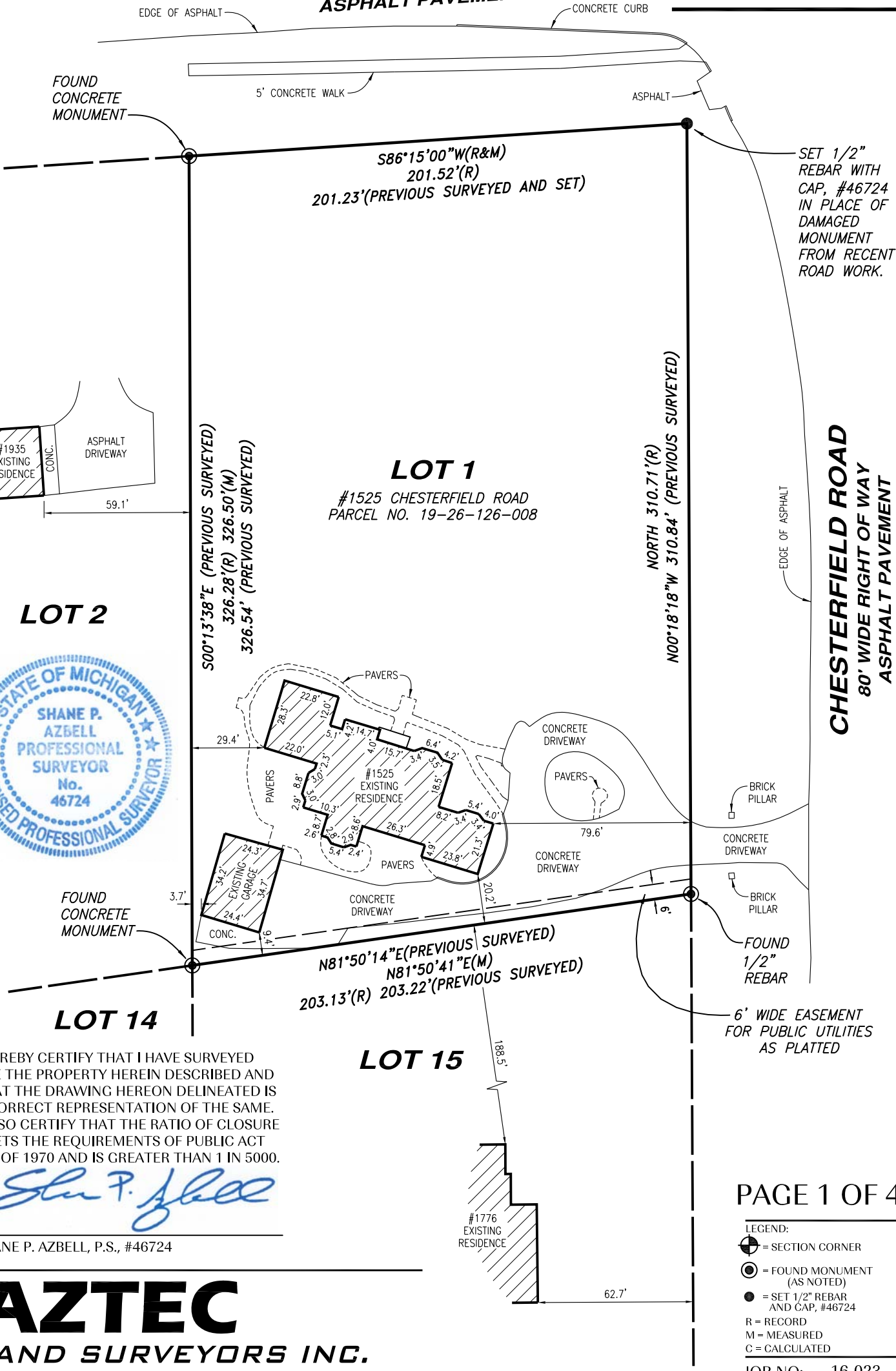
CERTIFIED TO: SCOTT QUALITY HOMES II L.L.C.

CLIENT:
SCOTT QUALITY HOMES II L.L.C.
30665 NORTHWESTERN HWY, STE. 200
FARMINGTON HILLS, MI 48334



SCALE: 1" = 50'

QUARTON ROAD
120' WIDE RIGHT OF WAY
ASPHALT PAVEMENT



I HEREBY CERTIFY THAT I HAVE SURVEYED THE THE PROPERTY HEREIN DESCRIBED AND THAT THE DRAWING HEREON DELINEATED IS A CORRECT REPRESENTATION OF THE SAME. I ALSO CERTIFY THAT THE RATIO OF CLOSURE MEETS THE REQUIREMENTS OF PUBLIC ACT 132 OF 1970 AND IS GREATER THAN 1 IN 5000.

Shane P. Azbell

SHANE P. AZBELL, P.S., #46724

AZTEC
LAND SURVEYORS INC.

P.O. BOX 353
HOLLY, MI 48442
PHONE: 586-306-1253 FAX: 480-287-8799

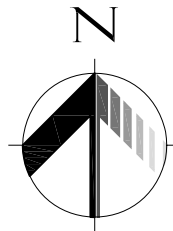
PAGE 1 OF 4

- LEGEND:
- ⊙ = SECTION CORNER
 - = FOUND MONUMENT (AS NOTED)
 - = SET 1/2" REBAR AND CAP, #46724
 - R = RECORD
 - M = MEASURED
 - C = CALCULATED
- JOB NO: 16-023
DATE: 4/7/16
REVISED:
DRAWN BY: SA

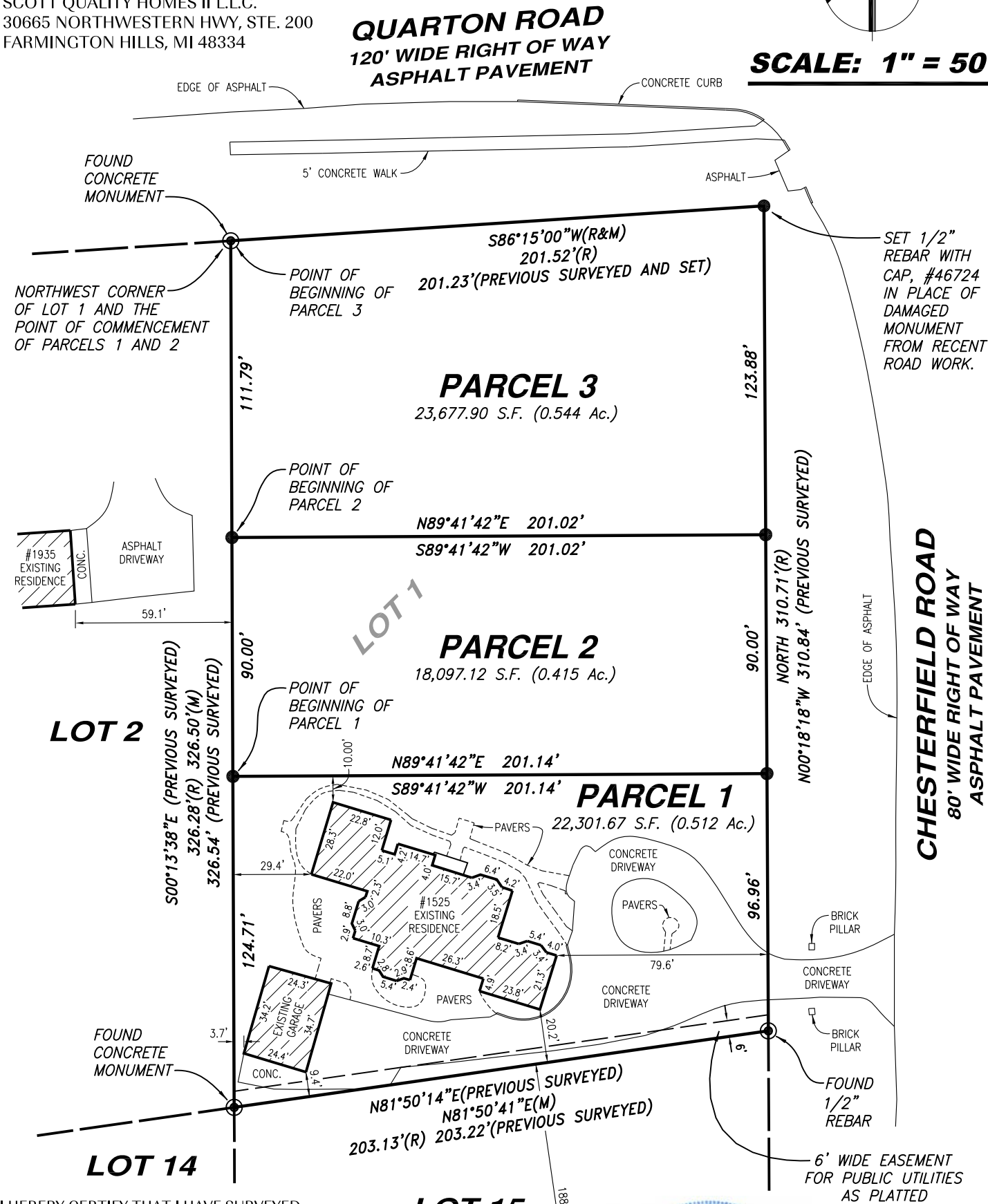
PARCEL DIVISION SURVEY

CERTIFIED TO: SCOTT QUALITY HOMES II L.L.C.

CLIENT:
SCOTT QUALITY HOMES II L.L.C.
30665 NORTHWESTERN HWY, STE. 200
FARMINGTON HILLS, MI 48334



SCALE: 1" = 50'



I HEREBY CERTIFY THAT I HAVE SURVEYED THE THE PROPERTY HEREIN DESCRIBED AND THAT THE DRAWING HEREON DELINEATED IS A CORRECT REPRESENTATION OF THE SAME. I ALSO CERTIFY THAT THE RATIO OF CLOSURE MEETS THE REQUIREMENTS OF PUBLIC ACT 132 OF 1970 AND IS GREATER THAN 1 IN 5000.

Shane P. Azbell

SHANE P. AZBELL, P.S., #46724

AZTEC
LAND SURVEYORS INC.

P.O. BOX 353
HOLLY, MI 48442
PHONE: 586-306-1253 FAX: 480-287-8799



PAGE 2 OF 4

- LEGEND:
- ⊙ = SECTION CORNER
 - ⊙ = FOUND MONUMENT (AS NOTED)
 - = SET 1/2" REBAR AND CAP, #46724
 - R = RECORD
 - M = MEASURED
 - C = CALCULATED

JOB NO: 16-023
DATE: 4/7/16
REVISED:
DRAWN BY: SA

PROPERTY DESCRIPTIONS

CERTIFIED TO: SCOTT QUALITY HOMES II L.L.C.

CLIENT:
SCOTT QUALITY HOMES II L.L.C.
30665 NORTHWESTERN HWY, STE. 200
FARMINGTON HILLS, MI 48334

**PROPERTY DESCRIPTION, PARENT PARCEL
(AS FURNISHED BY CLIENT):**

PARCEL NO. 19-26-126-008
LOT 1, "QUARTON HEATH", A SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 26, TOWN 2 NORTH, RANGE 10 EAST, BLOOMFIELD TOWNSHIP (NOW CITY OF BIRMINGHAM), OAKLAND COUNTY, MICHIGAN AS RECORDED IN LIBER 56 OF PLATS, PAGE 45 OF OAKLAND COUNTY RECORDS.

PARCEL AREA

AS SURVEYED:
TOTAL = 64,076.49 SQUARE FEET = 1.470 ACRES

SURVEYOR'S NOTES

- 1. BASIS OF BEARING: SOUTH 86°15'00" WEST, BEING THE NORTH LINE OF LOT 1 AS PLATTED, MONUMENTED AND AS PREVIOUSLY SURVEYED.
- 2. SOME OF THE INFORMATION AS SHOWN ON SURVEY WAS TAKEN FROM A PREVIOUS SURVEY PERFORMED BY TIGHE SURVEYING INC., JOB NO, 04-1951, DATED 2-16-2004.

I HEREBY CERTIFY THAT I HAVE SURVEYED THE THE PROPERTY HEREIN DESCRIBED AND THAT THE DRAWING HEREON DELINEATED IS A CORRECT REPRESENTATION OF THE SAME. I ALSO CERTIFY THAT THE RATIO OF CLOSURE MEETS THE REQUIREMENTS OF PUBLIC ACT 132 OF 1970 AND IS GREATER THAN 1 IN 5000.



SHANE P. AZBELL, P.S., #46724

AZTEC
LAND SURVEYORS INC.

P.O. BOX 353
HOLLY, MI 48442
PHONE: 586-306-1253 FAX: 480-287-8799

SEAL:



SHANE P. AZBELL
PROFESSIONAL SURVEYOR NO. 46724

PAGE 3 OF 4

LEGEND:
⊕ = SECTION CORNER
⊙ = FOUND MONUMENT (AS NOTED)
● = SET 1/2" REBAR AND CAP, #46724
R = RECORD
M = MEASURED
C = CALCULATED

JOB NO: 16-023
DATE: 4/7/16
REVISED:
DRAWN BY: SA

PROPERTY DESCRIPTIONS

CERTIFIED TO: SCOTT QUALITY HOMES II L.L.C.

CLIENT:
SCOTT QUALITY HOMES II L.L.C.
30665 NORTHWESTERN HWY, STE. 200
FARMINGTON HILLS, MI 48334

PROPERTY DESCRIPTIONS, PROPOSED PARCELS (AS SURVEYED):

PARCEL 1
PART OF LOT 1 OF "QUARTON HEATH", A SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 26, TOWN 2 NORTH, RANGE 10 EAST, BLOOMFIELD TOWNSHIP (NOW CITY OF BIRMINGHAM), OAKLAND COUNTY, MICHIGAN AS RECORDED IN LIBER 56 OF PLATS, PAGE 45 OF OAKLAND COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF LOT 1 OF SAID "QUARTON HEATH"; THENCE SOUTH 00 DEGREES 13 MINUTES 38 SECONDS EAST 201.79 FEET ALONG THE WEST LINE OF SAID LOT 1 TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WEST LINE OF LOT 1 SOUTH 00 DEGREES 13 MINUTES 38 SECONDS EAST 124.71 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 81 DEGREES 50 MINUTES 41 SECONDS EAST 203.22 FEET ALONG THE SOUTH LINE OF SAID LOT 1 TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTH 00 DEGREES 18 MINUTES 18 SECONDS WEST 96.96 FEET ALONG THE EAST LINE OF SAID LOT 1; THENCE SOUTH 89 DEGREES 41 MINUTES 42 SECONDS WEST 201.14 FEET TO THE POINT OF BEGINNING.

PARCEL 2
PART OF LOT 1 OF "QUARTON HEATH", A SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 26, TOWN 2 NORTH, RANGE 10 EAST, BLOOMFIELD TOWNSHIP (NOW CITY OF BIRMINGHAM), OAKLAND COUNTY, MICHIGAN AS RECORDED IN LIBER 56 OF PLATS, PAGE 45 OF OAKLAND COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF LOT 1 OF SAID "QUARTON HEATH"; THENCE SOUTH 00 DEGREES 13 MINUTES 38 SECONDS EAST 111.79 FEET ALONG THE WEST LINE OF SAID LOT 1 TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WEST LINE OF LOT 1 SOUTH 00 DEGREES 13 MINUTES 38 SECONDS EAST 90.00 FEET; THENCE NORTH 89 DEGREES 41 MINUTES 42 SECONDS EAST 201.14 FEET TO A POINT ON THE EAST LINE OF SAID LOT 1; THENCE NORTH 00 DEGREES 18 MINUTES 18 SECONDS WEST 90.00 FEET ALONG THE EAST LINE OF SAID LOT 1; THENCE SOUTH 89 DEGREES 41 MINUTES 42 SECONDS WEST 201.02 FEET TO THE POINT OF BEGINNING.

PARCEL 3
PART OF LOT 1 OF "QUARTON HEATH", A SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 26, TOWN 2 NORTH, RANGE 10 EAST, BLOOMFIELD TOWNSHIP (NOW CITY OF BIRMINGHAM), OAKLAND COUNTY, MICHIGAN AS RECORDED IN LIBER 56 OF PLATS, PAGE 45 OF OAKLAND COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS: BEGINNING AT THE NORTHWEST CORNER OF LOT 1 OF SAID "QUARTON HEATH"; THENCE SOUTH 00 DEGREES 13 MINUTES 38 SECONDS EAST 111.79 FEET ALONG THE WEST LINE OF SAID LOT 1; THENCE NORTH 89 DEGREES 41 MINUTES 42 SECONDS EAST 201.02 FEET TO A POINT ON THE EAST LINE OF SAID LOT 1; THENCE NORTH 00 DEGREES 18 MINUTES 18 SECONDS WEST 123.88 FEET ALONG THE EAST LINE OF SAID LOT 1 TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 86 DEGREES 15 MINUTES 00 SECONDS WEST 201.23 FEET ALONG THE NORTH LINE OF SAID LOT 1 TO THE POINT OF BEGINNING.

PARCEL AREAS

PARCEL 1
TOTAL = 22,301.67 SQUARE FEET = 0.512 ACRES

PARCEL 2
TOTAL = 18,097.12 SQUARE FEET = 0.415 ACRES

PARCEL 3
TOTAL = 23,677.90 SQUARE FEET = 0.544 ACRES

SURVEYOR'S NOTES

1. BASIS OF BEARING: SOUTH 86°15'00" WEST, BEING THE NORTH LINE OF LOT 1 AS PLATTED, MONUMENTED AND AS PREVIOUSLY SURVEYED.
2. SOME OF THE INFORMATION AS SHOWN ON SURVEY WAS TAKEN FROM A PREVIOUS SURVEY PERFORMED BY TIGHE SURVEYING INC., JOB NO, 04-1951, DATED 2-16-2004.
3. ALL PROPERTY SPLITS ARE SUBJECT TO CITY, COUNTY AND/OR STATE APPROVAL.

I HEREBY CERTIFY THAT I HAVE SURVEYED THE THE PROPERTY HEREIN DESCRIBED AND THAT THE DRAWING HEREON DELINEATED IS A CORRECT REPRESENTATION OF THE SAME. I ALSO CERTIFY THAT THE RATIO OF CLOSURE MEETS THE REQUIREMENTS OF PUBLIC ACT 132 OF 1970 AND IS GREATER THAN 1 IN 5000.



SHANE P. AZBELL, P.S., #46724

AZTEC
LAND SURVEYORS INC.

P.O. BOX 353
HOLLY, MI 48442
PHONE: 586-306-1253 FAX: 480-287-8799

SEAL:

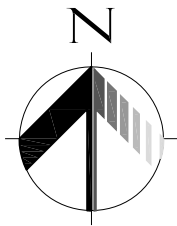


SHANE P. AZBELL
PROFESSIONAL SURVEYOR NO. 46724

PAGE 4 OF 4

LEGEND:
⊕ = SECTION CORNER
⊙ = FOUND MONUMENT (AS NOTED)
● = SET 1/2" REBAR AND CAP, #46724
R = RECORD
M = MEASURED
C = CALCULATED

JOB NO: 16-023
DATE: 4/7/16
REVISED:
DRAWN BY: SA

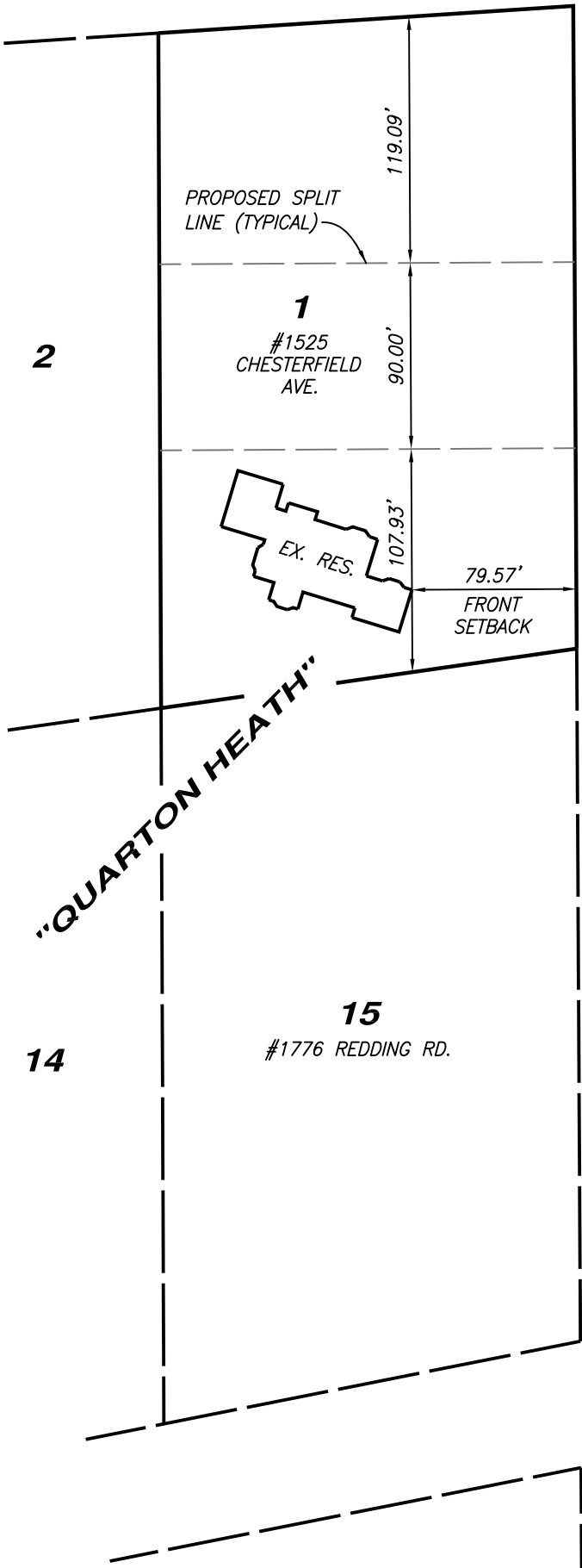


Lot Averaging Plan



SCALE: 1" = 80'

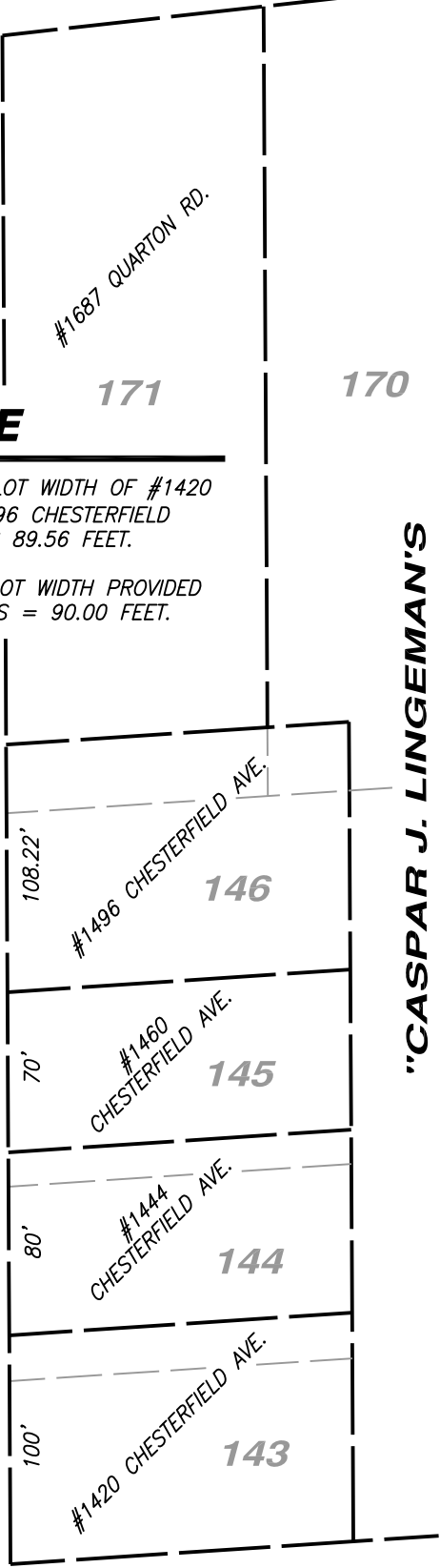
QUARTON ROAD



NOTE

AVERAGE LOT WIDTH OF #1420 THRU #1496 CHESTERFIELD AVENUE IS 89.56 FEET.
MINIMUM LOT WIDTH PROVIDED FOR SPLITS = 90.00 FEET.

CHESTERFIELD AVENUE



REDDING ROAD

HORIZON
ENGINEERING LLC

CIVIL ENGINEERING, SITE PLANNING & LAND DEVELOPMENT CONSULTING

P.O. Box 182158, Shelby Township, Michigan 48318
Phone 586.453.8097 Fax 586.580.0053

PROJECT:

Proposed Lot Splits

#1525 CHESTERFIELD AVENUE
PARCEL NO. 19-26-126-008

PART OF THE N.W. 1/4 OF SECTION 26, T.2N., R.10E.,
CITY OF BIRMINGHAM, OAKLAND COUNTY, MICHIGAN

CLIENT:
MR. JASON SCOTT
SCOTT QUALITY HOMES II LLC.
30665 NORTHWESTERN HWY,
SUITE 200
FARMINGTON HILLS, MI 48334

JOB NO: 16-021
DATE: 4-7-16
REVISED:
CHECKED BY: NPR

LOT SPLIT AUTHORIZATION AGREEMENT
1525 CHESTERFIELD

THIS LOT SPLIT AGREEMENT ("Agreement"), is made as of April 18, 2016, by and between Jason Scott, as Purchaser, and Jane Buchanan, as Seller.

RECITALS

- A. Seller is the fee simple title holder to the subject property located in the City of Birmingham, commonly known as 1525 Chesterfield, Birmingham, Michigan 48009, Property Tax Identification No. 1926126008 ("Property").
- B. The Property is currently comprised of one (1) residential lot.
- C. Seller and Purchaser have jointly submitted an application for lot split of the Property to the City of Birmingham requesting the Property be split into three (3) residential lots.
- D. As part of the application, the parties submitted a survey of the proposed lot split.
- E. To accommodate the request of the City of Birmingham, the Seller has agreed to confirm the Purchaser's authority to seek the lot split described above.

NOW, THEREFORE, the Seller and Purchaser

1. Incorporation of Recitals. The parties acknowledge and represent the foregoing Recitals are true and accurate and are hereby incorporated into this Agreement, to be binding upon the parties.

2. Authorization Approval. By execution below, the Seller empowers, authorizes and consents to the lot split set forth in the recitals and further authorizes Purchaser to execute and deliver the lot split application and to take any and all actions necessary to consummate the transactions contemplated thereby, together with such changes, amendments, or deletions as may be necessary, advisable, or appropriate.

3. Authority. The signers of this Agreement warrant and represent that they have the authority to sign this Agreement and the authority to bind each party to this Agreement according to its terms. Further, each of the parties represent that the execution of this Agreement has been duly authorized and is binding on such party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

"SELLER"

By:

Jane F. Buchanan
Jane Buchanan

"PURCHASER"

By:

Jason Scott
Jason Scott

(2)

LIBER 49093 PAGE 513
 \$13.00 DEED - COMBINED
 \$4.00 REMONUMENTATION
 \$.00 TRANSFER TX COMBINED
 02/25/2016 08:50:12 AM RECEIPT# 20764
 PAID RECORDED - Oakland County, MI
 Lisa Brown, Clerk/Register of Deeds



QUIT CLAIM DEED WITH RESERVED LIFE ESTATE TO GRANTOR

KNOW ALL PEOPLE BY THESE PRESENTS: That **JAMES M. BUCHANAN** and **JANE F. BUCHANAN**, husband and wife

whose address is **1525 Chesterfield, Birmingham, Michigan 48009**

Quit Claim to **JAMES M. BUCHANAN** and **JANE F. BUCHANAN**, husband and wife, for their lifetime coupled with an unrestricted power to convey the property during their lifetime, pursuant to Land Title Standard 9.3. Upon the death of **JAMES M. BUCHANAN** and **JANE F. BUCHANAN**, if they have not previously conveyed the property, the property shall be conveyed to the **BUCHANAN LIVING TRUST DATED SEPTEMBER 23, 1981**, and any amendments thereto,

whose address is **1525 Chesterfield, Birmingham, Michigan 48009**

Grantor reserves, for and during grantor's lifetime, the exclusive possession and use of the Premises and enjoyment of the rents and profits from the Premises.

Grantor further reserves, for and during grantor's lifetime, the right to sell, lease, encumber by mortgage, pledge, lien, or otherwise, to manage and dispose, in whole or in part or grant any interest therein of the Premises, by gift, sale, or otherwise so as to terminate the interests of the Grantee, as Grantor in his/her sole discretion shall decide, except to dispose of the Premises, if any, by devise on his/her death.

Grantor further reserves the right to cancel this deed by further conveyance, even to Grantor, which may destroy any and all rights the Grantee may possess under this deed.

Grantee shall hold a remainder interest in the Premises and on the death of the Grantor, if the Premises has not been previously disposed of prior to Grantor's death, all right and title to the property remaining shall fully vest in Grantee, subject to such liens and encumbrances existing at that time.

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

Lot 1, Quarton Heath, a subdivision of part of the East half of the Northwest quarter of Section 26, Town 2 North, Range 10 East, Bloomfield Township, Oakland County, Michigan, according to the Plat thereof as recorded in Liber 56 of Plats, Page 45, Oakland County Records.

Commonly known as: 1525 Chesterfield (formerly known as 1725 Quarton Road)

Tax ID: 19-26-126-008

RECEIVED
 OAKLAND COUNTY
 REGISTER OF DEEDS
 2016 FEB 22 AM 10:56

OK-LB

2P
 RE
 E
 Env

The Grantor grants to the Grantee the right to make all lawful divisions under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967.

This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

Subject to easements, building and use restrictions, and restrictive covenants of record, if any.

for the full consideration of One Dollar (\$1.00) and no other valuable consideration. This instrument is exempt from transfer tax pursuant to MCLA 207.505 (a) and MCLA 207.526 (a).

Dated this 26 day of January, 2016

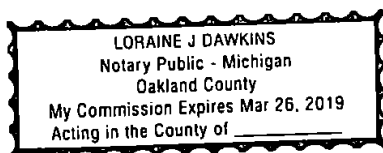
Signed and Sealed:

James M. Buchanan (L.S.)
JAMES M. BUCHANAN

Jane F. Buchanan (L.S.)
JANE F. BUCHANAN

STATE OF MICHIGAN)
COUNTY OF Oakland)§

The foregoing instrument was acknowledged before me this 26 day of January, 2016, by JAMES M. BUCHANAN and JANE F. BUCHANAN, husband and wife.



Loraine J Dawkins
_____, Notary Public,
_____, County, Michigan
Acting in _____ County, Michigan
My commission expires: _____

Instrument Drafted by: Alan J. Ferrara, Esq. of Finkel Whitefield Selik
Business Address: 32300 Northwestern Hwy., Suite 200, Farmington Hills, Michigan 48334-1567

Recording fee \$17.00

When recorded return to Drafter

State Transfer Tax exempt

Tax Parcel # 19-26-126-008

Send subsequent tax bills to Grantee

U:\WP\DEEDS\BUCHANAN\BD.DOCX

LF E0085

CF



STATE OF MICHIGAN
DEPARTMENT OF COMMUNITY HEALTH
CERTIFICATE OF DEATH

STATE FILE NUMBER
206022

DECEDENT	1. DECEDENT'S NAME (First, Middle, Last) James Monroe Buchanan		2. DATE OF BIRTH February 18, 1930		3. SEX Male		4. DATE OF DEATH February 07, 2016	
	5. NAME AT BIRTH OR OTHER NAME USED FOR PERSONAL BUSINESS				6a. AGE- Last Birthday (Years) 85		6b. UNDER 1 YEAR MONTHS DAYS	
	7a. LOCATION OF DEATH William Beaumont Hospital		7b. CITY, VILLAGE OR TOWNSHIP OF DEATH Royal Oak			7c. COUNTY OF DEATH Oakland		
	8a. CURRENT RESIDENCE - STATE Michigan		8b. COUNTY Oakland		8c. LOCALITY Birmingham		8d. STREET AND NUMBER 1525 Chesterfield	
INFORMANT PARENTS	8e. ZIP CODE 48009		9. BIRTH PLACE Cincinnati, Ohio		10. SOCIAL SECURITY NUMBER 283-22-5430		11. DECEDENT'S EDUCATION Bachelor's degree	
	12. RACE White		13a. ANCESTRY English, Scottish				13b. HISPANIC ORIGIN No	
	14. EVER IN THE U.S. ARMED FORCES? Yes		15. USUAL OCCUPATION Manufacturers' Representative		16. KIND OF BUSINESS OR INDUSTRY Automotive		17. MARITAL STATUS Married	
	18. NAME OF SURVIVING SPOUSE Carolyn Jane Fredericks		19. FATHER'S NAME (First, Middle, Last) Willard John Buchanan		20. MOTHER'S NAME BEFORE FIRST MARRIED (First, Middle, Last) Mary Lucille Williamson			
DISPOSITION	21a. INFORMANT'S NAME Carolyn Jane Buchanan		21b. RELATIONSHIP TO DECEDENT Wife		21c. MAILING ADDRESS 1525 Chesterfield, Birmingham, Michigan 48009			
	22. METHOD OF DISPOSITION Cremation		23a. PLACE OF DISPOSITION Southern Michigan Services		23b. LOCATION - City or Village, State Royal Oak, Michigan			
	24. SIGNATURE OF MORTUARY SCIENCE LICENSEE Gary V. Borg		25. LICENSE NUMBER 4501007274		26. NAME AND ADDRESS OF FUNERAL FACILITY A. J. Desmond & Sons - Vasu, Rodgers & Connell Chapel, 32515 Woodward Ave., Royal Oak, Michigan 48073			
	27a. CERTIFIER <input checked="" type="checkbox"/> Certifying Physician To the best of my knowledge, death occurred due to the cause(s) and manner stated. <input type="checkbox"/> Medical Examiner On the basis of examination, and/or investigation, in my opinion, death occurred at the time, date, and place, and due to the cause(s) and manner stated. Signature and Title Kathryn D. Wease, M.D.		28a. ACTUAL OR PRESUMED TIME OF DEATH 04:47 PM		28b. PRONOUNCED DEAD ON February 07, 2016		28c. TIME PRONOUNCED DEAD 04:47 PM	
CERTIFICATION	29. MEDICAL EXAMINER CONTACTED No		30. PLACE OF DEATH Hospital		31. IF HOSPITAL Inpatient			
	27b. DATE SIGNED February 08, 2016		27c. LICENSE NUMBER 4301063278		32. MEDICAL EXAMINER'S CASE NUMBER		33. NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER	
	34. NAME AND ADDRESS OF CERTIFYING PHYSICIAN Kathryn D. Wease, M.D., 3601 W. Thirteen Mile Rd., Royal Oak, Michigan 48073				35a. REGISTRAR'S SIGNATURE Melanie Halas			
	35b. DATE FILED February 10, 2016							
CAUSE OF DEATH	36. PART I. ENTER the chain of events - diseases, injuries or complications - that directly caused the death. DO NOT enter terminal events such as cardiac arrest, respiratory arrest or ventricular fibrillation without showing the etiology. Enter only one cause on line.							Approximate Interval Between Onset and Death
	17 diabetes was an immediate, underlying or contributing cause of death be sure to record diabetes in either Part I or Part II of the cause of death section, as appropriate.							Days
	IMMEDIATE CAUSE (Final disease or condition resulting in death)							Days
	Sequitally list conditions, IF ANY, leading to the cause listed on line a. Enter the UNDERLYING CAUSE (disease or injury that initiated the events resulting in death) LAST							
MEDICAL EXAMINER	PART II. OTHER SIGNIFICANT CONDITIONS contributing to death but not resulting in the underlying cause given in Part I					37. DID TOBACCO USE CONTRIBUTE TO DEATH? <input type="checkbox"/> Yes <input type="checkbox"/> Probably <input checked="" type="checkbox"/> No <input type="checkbox"/> Unknown		38. IF FEMALE <input type="checkbox"/> Not pregnant within past year <input type="checkbox"/> Pregnant at time of death <input type="checkbox"/> Not pregnant, but pregnant within 42 days of death <input type="checkbox"/> Unknown if pregnant within the past year <input type="checkbox"/> Not pregnant, but pregnant 43 days to 1 year before death
	39. MANNER OF DEATH Natural		40a. WAS AN AUTOPSY PERFORMED? No		40b. WERE AUTOPSY FINDINGS AVAILABLE PRIOR TO COMPLETION OF CAUSE OF DEATH? Not Applicable			
	41a. DATE OF INJURY		41b. TIME OF INJURY		41c. DESCRIBE HOW INJURY OCCURRED			
	41d. INJURY AT WORK		41e. PLACE OF INJURY		41f. IF TRANSPORTATION INJURY		41g. LOCATION	

I, Melanie Halas, Clerk of the City of Royal Oak, Oakland County, Michigan, do hereby certify that the foregoing is a true copy of the record now remaining in my office.

Melanie Halas

Melanie Halas
City of Royal Oak, Michigan

492020

This copy is not valid unless displaying embossed seal and registrar signature.

WARNING! It is illegal to duplicate this copy by Photostat or Photograph. VALID ONLY WITH EMBOSSED SEAL.



MEMORANDUM

Building Facilities Office

DATE: April 11, 2016
TO: Joseph A. Valentine, City Manager
FROM: Carlos Jorge, Building Supervisor
SUBJECT: RFP - Heating System Upgrade for the Municipal Building

Over the last three years budgets, the City has been saving money for upgrading the boilers, system controls and equipment. The maintenance staff has been working to maintain the Municipal building heating system.

The boilers serve the entire Municipal Building, and also it was original installed on last renovation in 1995.

The reasons for upgrade are because it is becoming hard and expensive to keep in operation due to age, these changes will increase the efficiency and it will eliminate equipment that are not need it, and also the City will be able to apply for Consumer Energy/DTE Incentives.

The work necessary to begin the process for replacement all the mentioned equipment, The City will need a professional service from a mechanical engineer for this project.

On February 17, 2016, the City went to bid for professional engineering firms to furnish all design services for upgrading the boilers, domestic Hot water and updates for the existing controls (DDC) for the Municipal Building located in the City of Birmingham.

Interested firms were required to register to attend a mandatory pre-bid meeting. The pre-bid meeting was held on February 29, 2016 to review, tour the facility, and answer any questions regarding the request for proposal. Invitations to bid were submitted to MITN (Michigan Inter-Governmental Trade Network) and who notified to one hundred and twenty two companies. Four Firms attended the pre-bid meeting and the City received two bids on the bid due date of March 16, 2016.

COMPANY NAME	BID AMOUNT
Peter Basso Associates, Inc.	\$ 22,500.00
Sellinger Associates, Inc.	\$ 21,500.00

The bid was reviewed for compliance with the City's request for proposal (RFP).

After reviewing all bids, the low bidder meets with the requirements outlined in the RFP for the Heating System Upgrade for the Municipal Building.

It is recommended to award the contract for the Heating System Upgrade for the Municipal Building located at the City of Birmingham to Sellinger Associates, Inc. for \$ 21,500.00 consistent with the bid specifications.

Funds were budgeted for this project, in the 2015-2016 Budget, under the Capital Improvements City Hall and Grounds account. Account Number 401-265.001-977.0000.

SUGGESTED RESOLUTION:

To approve the agreement with Sellinger Associates, Inc. in the amount not to exceed \$ 21,500.00 for all design services for upgrading the Heating System for the Municipal Building at City of Birmingham. Further, to direct the Mayor and City Clerk to sign the agreement on behalf of the City.



REQUEST FOR PROPOSALS
For Heating System Upgrade for Municipal Building

Sealed proposals endorsed **“Heating System Upgrade”**, will be received at the Office of the City Clerk, 151 Martin Street, PO Box 3001, Birmingham, Michigan, 48012; until 2:00 p.m., Tuesday, March 16, 2016 after which time bids will be publicly opened and read.

Bidders will be required to attend a mandatory pre-bid meeting on February 29, 2016 at 9:00 a.m., at the Birmingham Municipal Building Lower Level Conference Room. Bidders must register for the pre-bid meeting by February 26, 2016 by contacting Carlos Jorge at 248-530-1882.

The City of Birmingham, Michigan is accepting sealed bid proposals from qualified engineering firms to furnish all design services for upgrading the boilers, domestic Hot water and updates for the existing controls (DDC) for the Municipal Building in accordance with the specifications contained in the Request For Proposals (RFP)

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, 151 Martin St., Birmingham, Michigan 48009, **Attention** : Carlos Jorge.

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:	February 17, 2016
Mandatory Pre-Bid Meeting:	Monday February 29, 2016 at 9:00 a.m. Birmingham Municipal Building 151 Martin Street, Birmingham, MI 48009 Lower Level Conference Room
Deadline for Submissions:	2:00 p.m., Tuesday, March 16, 2016
Contact Person:	Carlos Jorge, Building Superintendent P.O. Box 3001, 151 Martin Street Birmingham, MI 48012-3001 Phone: 248-530-1882 Email: Cjorge@bhamgov.org



REQUEST FOR PROPOSALS For Heating System Upgrade for Municipal Building

Contents

INTRODUCTION	3
REQUEST FOR PROPOSALS (RFP)	3
MANDATORY PRE-BID MEETING	3
INVITATION TO SUBMIT A PROPOSAL	3
INSTRUCTIONS TO BIDDERS	4
EVALUATION PROCEDURE AND CRITERIA	5
TERMS AND CONDITIONS	5
CONTRACTOR'S RESPONSIBILITIES	6
CITY RESPONSIBILITY	7
SETTLEMENT OF DISPUTES	7
INSURANCE	7
CONTINUATION OF COVERAGE	7
EXECUTION OF CONTRACT	7
INDEMNIFICATION	8
CONFLICT OF INTEREST	8
EXAMINATION OF PROPOSAL MATERIALS	8
PROJECT TIMELINE	8
SCOPE OF WORK	9
ATTACHMENT A - AGREEMENT	11
ATTACHMENT B - BIDDER'S AGREEMENT	18
ATTACHMENT C - COST PROPOSAL	19
ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM	20

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 furnish all design services for upgrading the boilers, domestic Hot water and updates for the existing controls (DDC) for the Municipal Building in accordance with the specifications contained in the Request For Proposals (RFP).

During the evaluation process, the City reserves the right where it may serve the City's best interest to request additional information or clarification from proposers, or to allow corrections of errors or omissions. At the discretion of the City, firms submitting proposals may be requested to make oral presentations as part of the evaluation.

It is anticipated the selection of a firm will be completed by March 23, 2016. 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 to all design services for upgrading the boilers, domestic Hot water and updates existing controls (DDC) for the Municipal Building in accordance with the specifications contained in the Request For Proposals (RFP).

MANDATORY PRE-BID MEETING

Prior to submitting a bid, interested firms are required to attend a pre-bid meeting to conduct an on-site visit of the location and access to the project location to make inquiries about the RFP. Bidders will be required to attend a mandatory pre-bid meeting on February 16, 2016 at 9:00 a.m., at the Birmingham Municipal Building Lower Level Conference Room. Bidders must register for the pre-bid meeting by February 15, by contacting Carlos Jorge at 248-530-1882.

INVITATION TO SUBMIT A PROPOSAL

Proposals shall be submitted no later than Thursday, March 16, 2016 at 2:00 p.m. to:

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

One (1) original and one (1) copy of the proposal shall be submitted. The proposal should be firmly sealed in an envelope, which shall be clearly marked on the outside, **"Heating**

System Upgrade”. 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: Carlos Jorge, 248-530-1882, Cjorge@Bhamgov.org, 151 Martin Street, Birmingham MI., 48009. Such request for clarification shall be delivered, in writing, no later than 5 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. Do not include such taxes in the proposal figure. The City will furnish the successful company with tax exemption information when requested.
6. Each respondent shall include in their proposal the following information: Firm name, address, city, state, zip code, telephone number, and fax number. The company shall also provide the name, address, telephone number and e-mail address of an individual in their organization to whom notices and inquiries by the City should be directed as part of their proposal.

EVALUATION PROCEDURE AND CRITERIA

The evaluation panel will consist of City staff and any other person(s) designated by the City who will evaluate the proposals based on, but not limited to, the following criteria:

1. Ability to provide services as outlined.
2. Related experience with similar projects, Contractor background, and personnel qualifications.
3. Quality of materials proposed.
4. Overall Costs.
5. References.

TERMS AND CONDITIONS

1. 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.
2. The City reserves the right to request clarification of information submitted and to request additional information of one or more Contractors.
3. 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.
4. 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.
5. 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.
6. The successful bidder will be required to furnish a Performance Bond in an amount not less than 100% of the contract price in favor of the City of Birmingham, conditioned upon the faithful performance of the contract, and completion on or before the date specified.
7. Payment will be made within thirty (30) days after invoice. Acceptance by the City is defined as authorization by the designated City representative to this project that all the criteria requested under the Scope of Work contained herein have been provided. Invoices are to be rendered each month following the date of execution of an Agreement with the City.

8. The Contractor will not exceed the timelines established for the completion of this project.
9. The successful bidder shall enter into and will execute the contract as set forth and attached as Attachment A.

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 written plan detailing the anticipated timeline for completion of the tasks set forth in the Scope of Work (p. 9).
4. The Contractor will be responsible for any changes necessary for the plans to be approved by the City of Birmingham.
5. Provide a description of the firm, including resumes and professional qualifications of the principals involved in administering the project.
6. Provide a list of sub-contractors and their qualifications, if applicable.
7. 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.
8. The Contractor will be responsible for the disposal of all material and any damages which occur as a result of any of employees or subcontractors of the Contractor during this project.
9. The successful bidder shall provide a Performance Bond in an amount not less than 100% of the contract price in favor of the City of Birmingham, conditioned upon the faithful performance of the contract, and completion on or before the date specified.

10. 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.

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.
2. The City will provide access to the City of Birmingham during regular business hours or during nights and weekends as approved by the City's designated representative.

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.

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

It is expected that the work for this project will be completed no later than May 2016.

The Contractor will not exceed the timelines established for the completion of this project.

SCOPE OF WORK

The Contractor shall perform the following services in accordance with the requirements as defined and noted herein:

The proposed work to be performed includes an upgrade for the boilers, domestic hot water and update for the existent mechanical controls for the **Municipal Building**. The engineer will be responsible for having floor plans drawn and provide the scope of work.

The engineer must provide the calculations of energy savings for the complete upgrade for the boilers, domestic hot water and update the mechanical controls HVAC system for a possible utility rebate.

The mechanical engineer will be required to hold four meetings in addition to the kick-off meeting to keep tabs on the progress of the project.

Schematic Design:

1. Attend project kick-off meeting. Conduct interviews with end users, facilities management personnel, and other staff to identify preferences.
2. Conduct a building site visit / walk-through to inspect the existing building mechanical systems and verify existing conditions.
3. Following inspection of facility and all mechanical systems and equipment, the engineer shall identify potential improvements to the existing mechanical controls system to reduce operating and maintenance costs.
4. All potential HVAC system improvements shall be submitted in report format to the owner for review. The report shall include a list of all options and necessary equipment to achieve all of the system improvement goals as listed above.
5. Prepare and submit (3) two schematic design drawings with design narratives to illustrate general scope, scale, and relationship of project components.
6. Replace the 2 existing boilers, all associated circulating pumps, and associated hydronic specialties. Replacement central heating system shall be designed as a hot water heating system boiler with a lead/lag circulating pump system for pump redundancy. New heating hot water system circulating pumps shall be equipped with variable speed drives for improved

system efficiency. All new boiler controls shall be integrated into the existing City of Birmingham facility management system by Andover Controls.

7. Convert all existing Dampers controls system(s) from pneumatic to direct digital control (DDC). All new building temperature controls shall be integrated into the existing City of Birmingham facility management system by Andover Controls.

Construction Consultation:

1. The engineer will be responsible for reviewing all contractor submittals and shop drawings when the construction project is bid.
2. The Engineer will be responsible to answer any requests for information about the construction documents from the contractor in charge of the project.
3. The Engineer will be responsible for conducting two site visits during construction and one final site walk-thru. Following each site visit, a field observation report / punch list shall be issued detailing any installation deficiencies.

ATTACHMENT A - AGREEMENT
For Heating System Upgrade for Municipal Building

This AGREEMENT, made this _____ day of _____, 2016, 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 Maintenance Department, is desirous of having from qualified engineering firms to furnish all design services for upgrading the boilers, domestic Hot water and updates for the existing controls (DDC) for the Municipal Building in the City Of Birmingham.

WHEREAS, the City has heretofore advertised for bids for the procurement and performance of engineering firms to furnish all design services for upgrading the boilers, domestic Hot water and updates for the existing controls (DDC) for the Municipal Building in the City of Birmingham, 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 engineering firms to furnish all design services for upgrading the boilers, domestic Hot water and updates for the existing controls (DDC) for the Municipal Building in the City of Birmingham.

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 engineering firms to furnish all design services for upgrading the boilers, domestic Hot water and updates for the existing controls (DDC) for the Municipal Building in the City of Birmingham and the Contractor's cost proposal dated _____, 2016 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 _____, 2016 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. 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.

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: Carlos Jorge
151 Martin Street
Birmingham, MI 48009
248-530-1882

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: _____

Rackeline J.Hoff

Its: Mayor

By: _____

Laura Broski

Its: City Clerk

Approved:

Carlos Jorge, Building Superintendent
(Approved as to substance)

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

Timothy J. Currier, City Attorney
(Approved as to form)

Joe Valentine, City Manager
(Approved as to substance)

ATTACHMENT B - BIDDER'S AGREEMENT
For Heating System Upgrade for Municipal Building

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

NAME OF PARENT COMPANY

PHONE

ADDRESS

ATTACHMENT C - COST PROPOSAL
For Heating System Upgrade for Municipal Building

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
Materials & Equipment	\$
Labor	\$
Miscellaneous (Attach Detailed Description)	\$
TOTAL BID AMOUNT	\$

Firm Name_____

Authorized signature_____ Date_____

ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM
For Heating System Upgrade for Municipal Building

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

By completing this form, the Vendor certifies that it is not an "Iran Linked Business", as defined by the Act and is in full compliance with all provisions of the Act and is legally eligible to submit a bid for consideration by the City.

PREPARED BY
(Print Name)

DATE

TITLE

DATE

AUTHORIZED SIGNATURE

E-MAIL ADDRESS

COMPANY

ADDRESS

PHONE

NAME OF PARENT COMPANY

PHONE

ADDRESS

TAXPAYER I.D.#

ATTACHMENT B - BIDDER'S AGREEMENT
For Heating System Upgrade for Municipal Building

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.

<u>MIKE SELLINGER</u>	<u>3-15-16</u>
PREPARED BY	DATE
(Print Name)	
<u>President</u>	<u>3-15-16</u>
TITLE	DATE
<u>M. Sellinger</u>	<u>msellinger@sellingerinc.com</u>
AUTHORIZED SIGNATURE	E-MAIL ADDRESS
<u>Sellinger Associates, Inc</u>	
COMPANY	
<u>19821 Farmington Rd. Livonia 48152</u>	<u>248-482-0045</u>
ADDRESS	PHONE
<u>NA.</u>	
NAME OF PARENT COMPANY	PHONE
<u>NA</u>	
ADDRESS	

ATTACHMENT C - COST PROPOSAL
For Heating System Upgrade for Municipal Building

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
Materials & Equipment	\$
Labor	\$
Miscellaneous (Attach Detailed Description)	\$
TOTAL BID AMOUNT	\$ 21,500.00

Firm Name Sellinger Associates, Inc.

Authorized signature M. Selyer Date 3-15-16

ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM
For Heating System Upgrade for Municipal Building

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.

<u>MIKE SELLINGER</u>		<u>3-15-16</u>	
PREPARED BY		DATE	
(Print Name)			
<u>President</u>		<u>3-15-16</u>	
TITLE		DATE	
<u>M. Sellinger</u>		<u>mcsellinger@sellinger.com</u>	
AUTHORIZED SIGNATURE		E-MAIL ADDRESS	
<u>Sellinger Associates, Inc.</u>			
COMPANY			
<u>19821 Farmington Rd.</u>		<u>Livonia</u>	<u>248-482-0895</u>
ADDRESS		PHONE	
<u>MI</u>			
NAME OF PARENT COMPANY		PHONE	
<u>MI</u>			
ADDRESS			
<u>383276402</u>			
TAXPAYER I.D.#			

ATTACHMENT A - AGREEMENT
For Heating System Upgrade for Municipal Building

This AGREEMENT, made this _____ day of _____, 2016, by and between CITY OF BIRMINGHAM, having its principal municipal office at 151 Martin Street, Birmingham, MI (hereinafter sometimes called "City"), and Sellinger Associates, Inc., having its principal office at 19821 Farmington Road, Livonia, MI 48152 (hereinafter called "Contractor"), provides as follows:

WITNESSETH:

WHEREAS, the City of Birmingham, through its Maintenance Department, is desirous of having from qualified engineering firms to furnish all design services for upgrading the boilers, domestic Hot water and updates for the existing controls (DDC) for the Municipal Building in the City Of Birmingham.

WHEREAS, the City has heretofore advertised for bids for the procurement and performance of engineering firms to furnish all design services for upgrading the boilers, domestic Hot water and updates for the existing controls (DDC) for the Municipal Building in the City of Birmingham, 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 engineering firms to furnish all design services for upgrading the boilers, domestic Hot water and updates for the existing controls (DDC) for the Municipal Building in the City of Birmingham.

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 engineering firms to furnish all design services for upgrading the boilers, domestic Hot water and updates for the existing controls (DDC) for the Municipal Building in the City of Birmingham and the Contractor's cost proposal dated March 15, 2016 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 \$ 21,500.00, as set forth in the Contractor's March 15, 2016 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. 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.

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 | Sellinger Associates, Inc. |
| Attn: Carlos Jorge | Attn: Mike Sellinger |
| 151 Martin Street | 19821 Farmington Rd. |
| Birmingham, MI 48009 | Livonia, MI 48152 |
| 248-530-1882 | 248-482-0045 |
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:

Sellinger Associates, Inc.


By: 
Mike Sellinger
Its: President


CITY OF BIRMINGHAM


By: _____
Rackeline J. Hoff
Its: Mayor


By: _____
Laura Pierce
Its: City Clerk

Approved:


Carlos Jorge, Building Superintendent
(Approved as to substance)


Timothy J. Currier, City Attorney
(Approved as to form)


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


Joe Valentine, City Manager
(Approved as to substance)



MEMORANDUM

Building Maintenance Department

DATE: April 5, 2016

TO: Joseph A. Valentine, City Manager

FROM: Carlos Jorge, Building Superintendent

SUBJECT: Vertical A/C System Replacement at the City of Birmingham

Over the summer of 2015, the City experienced that it was difficult to maintain the normal operation of the Air Handler Unit B located in the attic of City Hall building. We had been monitoring the Air Handler Unit B. This unit consists of an evaporate and a condenser where the evaporator became unrepairable.

It has gotten to the point that this unit needs to be upgraded. The upgrade is needed because it is becoming harder and expensive to keep in operation due to age and finding components and replacements parts is difficult.

This Air Handler Unit serves the entire Police Department. This Unit was originally installed in 1995.

The City has contacted the representative from Trane, manufacturer of this Air Handler Unit, who informed us that they do not make it or offers a dual compressor 7.5 ton unit of the model/type of the existing unit.

We researched comparable units and found a suitable replacement for the existing unit based on dimensions and capacities with a single compressor.

On February 29, 2016, the City went to bid for a professional firm to furnish a new Vertical A/C System, all labor, materials, and equipment required for the installation for a new Vertical A/C System for the Police department located in the City of Birmingham.

Invitations to bid were submitted to MITN (Michigan Inter-Governmental Trade Network) and who notified to one hundred and forty two companies. Interested firms were required to register to attend a mandatory pre-bid meeting. The pre-bid meeting was held on February 16, 2016 to review, tour the facility, and answer any questions regarding the request for proposal. Five firms attended the pre-bid meeting and the City received four bids on the bid due date of March 24, 2016.

COMPANY NAME	BID AMOUNT
Artic Air, Inc.	\$ 48,592.00
Cross Renovation, Inc.	\$ 40,811.00
Kropf Mechanical Services	\$ 36,268.00
Tech Mechanical, Inc.	\$ 28,975.00

The bid was reviewed for compliance with the City's request for proposal (RFP).

After reviewing all bids, the low bidder met the requirements outlined in the RFP for a Vertical A/C System Replacement at the City of Birmingham

It is recommended to award the contract for the Vertical A/C System Replacement for the Police Department located at the City of Birmingham to Tech Mechanical, Inc. for \$28,975.00 consistent with the bid specifications.

Once this contract is awarded, the contractor will order the Vertical A/C Air Handler and the work will take approximately one week to be completed.

There is approximately \$27,000 left in the 2015-2016 budget for this project, therefore a budget will be necessary.

SUGGESTED RESOLUTION:

To approve the agreement with Tech Mechanical, Inc. in the amount not to exceed \$28,975.00 to replace a Vertical A/C System for the Police department located at City of Birmingham; further to charge the expenditure to the City Hall and Grounds Building Improvement account number 101-265.001-977.000; further to approve the appropriation and amendment to the 2015-16 General Fund budget as follows:

General Fund

Revenues:

Draw from Fund Balance	
101-000.000-400.0000	<u>\$1,975</u>
Total Revenue	<u>\$1,975</u>

Expenditures:

City Hall and Grounds-Building Improvement	
101-265.001-977.0000	<u>\$1,975</u>
Total Expenditures	<u>\$1,975</u>

and further, to direct the Mayor and City Clerk to sign the agreement on behalf of the City.



REQUEST FOR PROPOSALS
For A Vertical A/C System Replacement at the City Of Birmingham

Sealed proposals endorsed **“New Vertical A/C System”**, will be received at the Office of the City Clerk, 151 Martin Street, PO Box 3001, Birmingham, Michigan, 48012; until 2:00 p.m., Tuesday March 24, 2016 after which time bids will be publicly opened and read.

Bidders will be required to attend a mandatory pre-bid meeting on March 15, 2016 at 9:00 a.m., at the Birmingham Municipal Building Lower Level Conference Room. Bidders must register for the pre-bid meeting by March 14, 2016 by contacting Carlos Jorge at 248-530-1882.

The City of Birmingham, Michigan is accepting sealed bid proposals from qualified professional firms to furnish a new Vertical A/C System, all labor, materials, and equipment required for the installation for a new Vertical A/C System for the Police department located in the City of Birmingham. This work must be performed as specified accordance with the specifications contained in the Request for Proposals (RFP).

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, 151 Martin St., Birmingham, Michigan. Attention :Carlos Jorge

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:	February 29 , 2016
Mandatory Pre-Bid Meeting:	Tuesday March 15, 2016 at 9:00 a.m. Birmingham Municipal Building 151 Martin Street, Birmingham, MI 48009 Lower Level Conference Room.
Deadline for Submissions:	2:00 p.m. on Thursday, March 24, 2016
Contact Person:	Carlos Jorge P.O. Box 3001, 151 Martin Street Birmingham, MI 48012-3001 Phone: 248.530.1882 Email: Cjorge@bhamgov.org



REQUEST FOR PROPOSALS
For A Vertical A/C System Replacement at the City Of Birmingham
Contents

<u>INTRODUCTION</u>	3
<u>REQUEST FOR PROPOSALS (RFP)</u>	3
<u>MANDATORY PRE-BID MEETING</u>	3
<u>INVITATION TO SUBMIT A PROPOSAL</u>	3
<u>INSTRUCTIONS TO BIDDERS</u>	4
<u>EVALUATION PROCEDURE AND CRITERIA</u>	5
<u>TERMS AND CONDITIONS</u>	5
<u>CONTRACTOR’S RESPONSIBILITIES</u>	6
<u>CITY RESPONSIBILITY</u>	7
<u>SETTLEMENT OF DISPUTES</u>	7
<u>INSURANCE</u>	7
<u>CONTINUATION OF COVERAGE</u>	7
<u>EXECUTION OF CONTRACT</u>	7
<u>INDEMNIFICATION</u>	8
<u>CONFLICT OF INTEREST</u>	8
<u>EXAMINATION OF PROPOSAL MATERIALS</u>	8
<u>PROJECT TIMELINE</u>	8
<u>SCOPE OF WORK</u>	8
<u>ATTACHMENT A - AGREEMENT</u>	10
<u>ATTACHMENT B - BIDDER’S AGREEMENT</u>	16
<u>ATTACHMENT C - COST PROPOSAL</u>	17
<u>ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM</u>	18
<u>ATTACHMENT E - TRANE EXISTING UNIT AND NEW UNITED COOL AIR</u>	19

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 furnish a new Vertical A/C System, all labor, materials, and equipment required for the installation for a new Vertical A/C System for the Police department located in the City of Birmingham. This work must be performed as specified accordance with the specifications contained in the Request for Proposals (RFP).

During the evaluation process, the City reserves the right where it may serve the City's best interest to request additional information or clarification from proposers, or to allow corrections of errors or omissions. At the discretion of the City, firms submitting proposals may be requested to make oral presentations as part of the evaluation.

It is anticipated the selection of a firm will be completed by March 31, 2016. 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 a new Vertical A/C System, all labor, materials, and equipment required for the installation for a new Vertical A/C System for the Police department located in the City of Birmingham. This work must be performed as specified accordance with the specifications contained in the Request for Proposals (RFP).

MANDATORY PRE-BID MEETING

Prior to submitting a bid, interested firms are required to attend a pre-bid meeting to conduct an on-site visit of the location and access to the project location to make inquiries about the RFP. **Bidders will be required to attend a mandatory pre-bid meeting on March 15, 2016 at 9:00 a.m., at the Birmingham Municipal Building Lower Level Conference Room. Bidders must register for the pre-bid meeting by March 14, 2016 by contacting Carlos Jorge at 248-530-1882 or cjorge@bhamgov.org**

INVITATION TO SUBMIT A PROPOSAL

Proposals shall be submitted no later than Thursday March 24, 2016 at 2:00 p.m. to:
City of Birmingham
Attn: City Clerk
151 Martin Street

One (1) original and one (1) copy of the proposal shall be submitted. The proposal should be firmly sealed in an envelope, which shall be clearly marked on the outside, **"New Vertical A/C System"**. 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: delivered to: Carlos Jorge, 248-530-1882, Cjorge@Bhamgov.org, 151 Martin Street, Birmingham MI., 48009. Such request for clarification shall be delivered, in writing, no later than 5 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. Do not include such taxes in the proposal figure. The City will furnish the successful company with tax exemption information when requested.
6. Each respondent shall include in their proposal the following information: Firm name, address, city, state, zip code, telephone number, and fax number. The company shall also provide the name, address, telephone number and e-mail address of an individual in their organization to whom notices and inquiries by the City should be directed as part of their proposal.

EVALUATION PROCEDURE AND CRITERIA

The evaluation panel will consist of City staff and any other person(s) designated by the City who will evaluate the proposals based on, but not limited to, the following criteria:

1. Ability to provide services as outlined.
2. Related experience with similar projects, Contractor background, and personnel qualifications.
3. Quality of materials proposed.
4. Overall Costs.
5. References.

TERMS AND CONDITIONS

1. 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.
2. The City reserves the right to request clarification of information submitted and to request additional information of one or more Contractors.
3. 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.
4. 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.
5. 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.
6. The successful bidder will be required to furnish a Performance Bond in an amount not less than 100% of the contract price in favor of the City of Birmingham, conditioned upon the faithful performance of the contract, and completion on or before the date specified.
7. Payment will be made within thirty (30) days after invoice. Acceptance by the City is defined as authorization by the designated City representative to this project that all the criteria requested under the Scope of Work contained herein have been provided. Invoices are to be rendered each month following the date of execution of an Agreement with the City.

8. The Contractor will not exceed the timelines established for the completion of this project.
9. The successful bidder shall enter into and will execute the contract as set forth and attached as Attachment A.

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 written plan detailing the anticipated timeline for completion of the tasks set forth in the Scope of Work (p. 9).
4. The Contractor will be responsible for any changes necessary for the plans to be approved by the City of Birmingham.
5. Provide a description of the firm, including resumes and professional qualifications of the principals involved in administering the project.
6. Provide a list of sub-contractors and their qualifications, if applicable.
7. 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.
8. The Contractor will be responsible for the disposal of all material and any damages which occur as a result of any of employees or subcontractors of the Contractor during this project.
9. The contractor will be responsible for getting the building and parking permits at no cost to the contractor.
10. The successful bidder shall provide a Performance Bond in an amount not less than 100% of the contract price in favor of the City of Birmingham, conditioned upon the faithful performance of the contract, and completion on or before the date specified.

11. 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.

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.
2. The City will provide access to the City of Birmingham during regular business hours or during nights and weekends as approved by the City's designated representative.

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.

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

It is expected that the work for this project will be completed no later than May 2016.

The Contractor will not exceed the timelines established for the completion of this project.

SCOPE OF WORK

The new Vertical A/C System will be based on **VertiCool AURORA Air-Cooled Air Conditioner** model # VA8G3AHA-C made by United Cool Air. This unit is compatible to the existing Trane unit model # SAUC B75, or City approved equal.

The contractor shall be responsible for obtaining the electrical and mechanical permits and inspections at no cost to the contractor.

The Contractor shall perform the following services in accordance with the requirements as defined and noted herein:

1. The Contractor will be responsible for recovering the Freon (Refrigerant R-22).
2. Prepare the unit for removing by disconnecting ductwork, control wiring, the electrical power and securing it in a safe manner to be re-used for the installation of the new unit.

3. The Contractor will be responsible for removing the existing air handler unit out of the attic and dispose of all components in a safe and legal manner.
 4. The Contractor will be responsible for transporting the new air handler unit to the attic space and to set it in the same pan and place of the old unit to be installed.
 5. Reconnect Freon lines, duct work, control wiring, electrical power and charge unit if necessary.
 6. Check, test, and start unit.
 7. The Contractor will be responsible for the proper operation of the new Vertical A/C System.
-
- A. The Contractor shall be responsible for the disposal of all materials in a safe and legal manner.
 - B. The Contractor shall operate in a safe manner and will observe all MIOSHA guidelines.
 - C. The Contractor shall provide any and all manuals and/or warranty information related to this project to the City upon completion of the project.
 - D. This section and referenced documents shall constitute the Scope of Work for this project and as such all requirements must be met.

ATTACHMENT A - AGREEMENT

For A Vertical A/C System Replacement at the City Of Birmingham

This AGREEMENT, made this _____ day of _____, 2016, 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 Maintenance Department, is desirous of having work completed to remove and replace an existing Vertical A/C System at the Municipal Building in the City of Birmingham.

WHEREAS, the City has heretofore advertised for bids for the procurement and performance of services required to furnish a new Vertical A/C System, all labor, materials, and equipment required for the installation for a new Vertical A/C System for the Police department located in the City of Birmingham, 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 furnish a new Vertical A/C System, all labor, materials, and equipment required for the installation for a new Vertical A/C System for the Police department located in the City of Birmingham.

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 furnish a new Vertical A/C System, all labor, materials, and equipment required for the installation for a new Vertical A/C System for the Police department located in the City of Birmingham and the Contractor's cost proposal dated _____, 2016 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 _____, 2016 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. (If applicable)

- 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. (If applicable)
- 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.
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: Carlos Jorge
151 Martin Street
Birmingham, MI 48009
248.530.1882

CONTRACTOR

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: _____

Rackeline J. Hoff

Its: Mayor

By: _____

Laura Pierce

Its: City Clerk

Approved:

Carlos Jorge, Building Superintendent
(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 A Vertical A/C System Replacement at the City Of Birmingham

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

NAME OF PARENT COMPANY

PHONE

ADDRESS

ATTACHMENT C - COST PROPOSAL

For A Vertical A/C System Replacement at the City Of Birmingham

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
VertiCool AURORA Air-Cooled Air Conditioner model # VA8G3AHA-C made by United Cool Air or City approval equal	\$
Materials & Equipment	\$
Labor	\$
Miscellaneous (Attach Detailed Description)	\$
TOTAL BID AMOUNT	\$
ADDITIONAL BID ITEMS	
	\$
	\$
GRAND TOTAL AMOUNT	\$

Firm Name_____

Authorized signature_____ Date_____

ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM
For A Vertical A/C System Replacement at the City Of Birmingham

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

By completing this form, the Vendor certifies that it is not an "Iran Linked Business", as defined by the Act and is in full compliance with all provisions of the Act and is legally eligible to submit a bid for consideration by the City.

PREPARED BY
(Print Name)

DATE

TITLE

DATE

AUTHORIZED SIGNATURE

E-MAIL ADDRESS

COMPANY

ADDRESS

PHONE

NAME OF PARENT COMPANY

PHONE

ADDRESS

TAXPAYER I.D.#

ATTACHMENT E – TRANE EXISTING UNIT AND NEW UNITED COOL AIR
For A Vertical A/C System Replacement at the City Of Birmingham



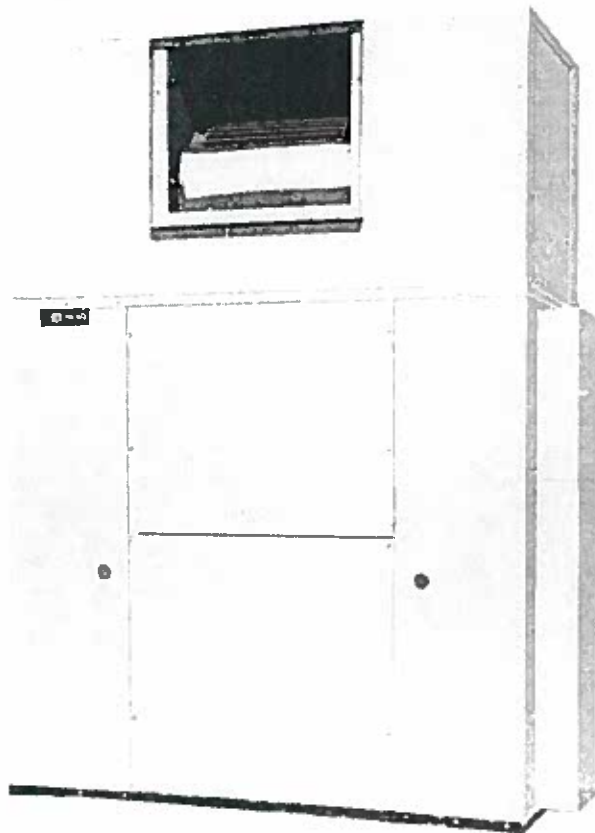
TRANE™

PKG-DS-7
May 1993
Second Printing

Integral Air-Cooled Self-Contained Air Conditioners

**5 Through
20 Tons**

*EXISTING
UNIT*



Model Number Description

Contents

SAUC MODEL NUMBER

S A U C # # # 4 0 A 0
 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15

UNIT MODEL (DIGIT 1)

S - Self-Contained

CONDENSER COOLING MEDIUM (DIGIT 2)

A = Air

EVAPORATOR AIRFLOW DIRECTION (DIGIT 3)

U = Up Flow

DEVELOPMENT SEQUENCE (DIGIT 4)

C = "C" DEVELOPING SEQUENCE

UNIT NOMINAL TONS (DIGIT 5, 6 & 7)

B55 = 5.5 Tons

B75 = 7.5 Tons

C10 = 10 Tons

C15 = 15 Tons

C20 = 20 Tons

UNIT VOLTAGE (DIGIT 8)

3 = 208-230/60/3

4 = 460/60/3

5 = 575/60/3

AGENCY LISTING (DIGIT 9)

B = UL And CSA Listed

T = CSA Listed

O = No Agency Listing

DESIGN SEQUENCE (DIGIT 10 & 11)

AO = "A" Design Sequence

OPTIONAL ITEMS (DIGIT 12-15)

H = Protective coating on evap.

J = Protective coating on cond.

L = Low Ambient Control

P = Unit Ship In Two Sections*

S = Special

*20 Ton Units Ship In 2 Sections Only

Features and Benefits 2

Model Number Description 3

General Data 4

Selection Procedure 5

Performance Data 6

Electrical Data 9

Dimensional Data 10

Features Summary 11

Mechanical Specifications 12

General Data

SERIES	UNIT				
	SAUC B55	SAUC B75	SAUC C10	SAUC C15	SAUC C20
NOMINAL TONS	5.5	7.5	10	15	20
ARI CAPACITY-BTU/H	65000	92000	129000	163000	241000
COMPRESSOR NO. & HP	1-5 HP	2-4 HP	2-5 HP	2-7.5 HP	2-10 HP
CONDENSER FACE AREA-SQ. FT. ROWS	6.25	12.92	12.92	14.25	23.75
	5	4	4	5	4
CONDENSER BLOWER NUMBER & SIZE CFM @ NOM. E.S.P. STANDARD MOTOR	1-15"X15"	2-15"X12"	2-15"X12"	2-15"X12"	1-18"X13"
	4000 @ 0.20	5500 @ 0.25	6600 @ 0.3	7500 @ 0.3	15000 @ 0.3
	3.0	3.0	5.0	5.0	7.5
EVAPORATOR FACE AREA-SQ. FT. ROWS FILTER-NO. & SIZE	4.7	8.00	8.00	11.88	19.00
	4	3	4	4	4
	1-20"X30	2-24"X24"	2-24"X24"	3-20"X30"	3-20"X48
EVAPORATOR BLOWER NUMBER & SIZE CFM @ ARI E.S.P. STANDARD MOTOR	1-10X10"	1-15"X15"	1-15"X15"	1-15"X15"	1-18"X13"
	2200 @ 0.2	3000 @ 0.25	4000 @ 0.30	5400 @ 0.35	8000 @ 0.4"
	1.5	2.0	3.0	5.0	5.0
R22 CHARGE PER CIRCUIT	1 @ 180 OZ.	2 @ 150 OZ.	2 @ 176 OZ.	2 @ 200 OZ.	2 @ 310 oz
SHIPPING WEIGHT-LBS.	660	1010	1090	1430	1530C/650E*
OPERATING WEIGHT-LBS.	610	950	1030	1510	1450C/670E*

Note:

- * The 20 ton unit is shipped in two sections and shipped with a holding charge of dry nitrogen. C = condenser section:
E = evaporator section.

The 5.5, 7.5, 10 and 15 ton units will ship with a holding charge of dry nitrogen if shipped in two pieces.

Performance Data

Fan Data

EVAPORATOR BLOWER

SIZE	CFM	@ .20"ESP	@ .25"ESP	@ .30"ESP	@ .40"ESP	@ .60"ESP	@ .80"ESP	@ 1.0"ESP	@ 1.2"ESP	@ 1.4"ESP
		RPM BHP	RPM BHP	RPM BHP	RPM BHP	RPM BHP	RPM BHP	RPM BHP	RPM BHP	RPM BHP
B50 1.5 HP STD	2000	1020 0.70	1040 0.73	1060 0.76	1100 0.80	1160 0.90	1190 0.98	1210 1.07	1280 1.16	1380 1.25
	2200	1080 0.80	1090 0.90	1100 0.94	1140 1.00	1200 1.05	1220 1.13	1260 1.20	1360 1.28	1400 1.35
	2400	1100 0.90	1120 .97	1140 1.04	1160 1.10	1260 1.20	1300 1.27	1340 1.35	1380 1.42	1440 1.50
B75 2.0 HP STD	2700	570 0.52	590 0.55	610 0.58	650 0.63	700 0.68	770 0.77	840 0.85	900 1.00	960 1.10
	3000	590 0.63	610 0.65	630 0.70	660 0.74	720 0.80	780 0.95	850 1.15	910 1.50	970 1.65
	3300	630 0.78	650 0.81	670 0.85	690 0.90	740 1.05	800 1.25	860 1.50		
C10 3.0HP STD	3600	700 1.05	710 1.08	720 1.10	740 1.13	800 1.28	850 1.45	910 1.55	970 1.75	1010 1.90
	4000	740 1.35	750 1.40	770 1.65	780 1.80	840 1.90	880 2.05	940 2.15	990 2.25	1040 2.40
	4400	770 1.65	780 1.68	840 2.10	860 2.25	890 2.50	940 2.70	970 2.90	1010 3.10	1060 3.30
C15 5.0 HP STD	4800	720 1.70	730 1.75	760 1.80	780 1.85	820 2.00	840 2.15	920 2.30	970 2.60	1020 2.85
	5400	760 2.30	770 2.40	780 2.50	810 2.80	870 2.95	920 3.15	980 3.35	1020 3.50	1070 3.70
	6000	820 3.00	840 3.05	860 3.10	880 3.15	940 3.50	1000 3.80	1030 4.00	1070 4.30	1110 4.40
C20 5.0 HP STD	7200	570 2.50	580 2.60	590 2.70	610 2.80	650 3.00	700 3.30	740 3.60	780 4.00	820 4.20
	8000	600 3.00	610 3.10	620 3.20	640 3.40	690 3.80	730 4.10	760 4.40	800 4.80	830 5.05
	8800	630 3.80	640 3.90	650 4.10	670 4.20	710 4.70	750 5.05	790 5.30	830 5.60	860 6.10

NOTE: AT HIGHER EVAPORATOR AIR FLOWS AND WET BULB CONDITIONS, CONDENSATE CARRY-OVER MAY OCCUR. ADJUST AIRFLOW DOWNWARD, IF NECESSARY.

CONDENSER BLOWER

B50 3.0 HP STD	3200	660 0.80	680 0.85	700 0.90	720 1.00	770 1.10	840 1.25	900 1.40	950 1.50	1010 1.60
	4000	760 1.40	770 1.45	780 1.50	810 1.55	860 1.75	910 1.90	960 2.05	1010 2.20	1050 2.40
	4800	870 2.40	880 2.50	890 2.60	910 2.70	950 2.80	1000 3.00	1030 3.15	1080 3.80	1110 3.60
B75 3.0 HP STD	5000	550 0.80	600 0.90	620 1.00	640 1.10	710 1.20	770 1.30	840 1.40	910 1.50	980 1.60
	6000	580 1.50	620 1.60	660 1.65	680 1.70	740 1.95	800 2.30	850 2.60	900 2.85	960 3.05
	7000	610 2.30	710 2.35	720 2.40	760 2.50	800 2.95	860 3.35	900 3.75	950 4.20	1000 4.50
C10 5.0 HP STD	6600	770 2.90	780 3.00	790 3.10	800 3.20	810 3.30	850 3.40	910 3.50	950 3.65	1010 3.80
	8000	930 3.60	950 3.70	970 3.80	990 3.90	1030 4.00	1070 4.50	1110 5.00		
C15 5.0 HP STD	7500	760 3.00	810 3.15	860 3.30	910 3.60	940 4.30	960 5.00	1000 5.80		
	9000	820 4.30	840 4.60	900 4.80	980 5.00	1020 5.20	1060 5.60			
C20 7.5 HP STD	12000	460 2.70	540 3.40	550 3.50	580 3.70	620 4.20	670 4.80	710 5.40	750 5.90	790 6.15
	15000	610 5.80	620 5.90	630 6.00	650 6.10	690 6.50	740 7.80	770 8.20		

NOTE: ADJUST FOR HIGHER CONDENSER AIR FLOW AT AMBIENT TEMPERATURE EXCEEDING 105°F

HEATING COIL DATA (OPTIONAL) - FULL FACE COIL, 12 FPI RIPPLED EDGE ON 1/2" PLAIN TUBE, HEADER TO SUIT.

SIZE	CFM	AIR P.D. AIR W.G.	HEATING CAPACITY BASED ON 60° F. ENTERING AIR BTU/HR.				GPM	PSI P.D.
			5 PSIG STEAM	10 PSIG STEAM	200° AVE. WATER			
B50	2200	.15	192000	230000	140000		14.0	0.3
B75	3000	.12	290000	349000	222000		22.2	0.7
C10	4000	.17	349000	419000	297000		29.7	1.2
C15	5400	.13	489000	587000	412000		41.2	1.7
C20	8000	.12	738000	886000	630000		63.0	1.8

Electrical Data

Model	Voltage	Compressors		Cond. Fan		Evap. Fan		Ampacity	Fuse Size
		RLA	LRA	HP	FLA	HP	FLA		
SAUC B553	200-230/3/60	17.3	150.0	3	8.6	1.5	4.6	34.8	50
SAUC B554	460/3/60	9.6	73.0		4.3		2.3	18.6	25
SAUC B555	575/3/60	7.1	62.0		3.5		1.9	14.3	20
SAUC B753	200-230/3/60	14.1	130.0	3	8.6	2	5.8	49.7	75
SAUC B754	460/3/60	7.1	64.0		4.3		2.9	25.0	35
SAUC B755	575/3/60	5.8	52.0		3.5		2.4	20.4	30
SAUC C103	200-230/3/60	17.3	150.0	5	13.2	3	8.6	65.1	90
SAUC C104	460/3/60	9.6	73.0		6.6		4.3	34.9	50
SAUC C105	575/3/60	7.1	62.0		5.3		3.5	26.6	40
SAUC C153	200-230/3/60	20.8	142.0	5	13.2	5	13.2	78.4	110
SAUC C154	460/3/60	9.5	72.0		6.6		6.6	37.0	50
SAUC C155	575/3/60	7.6	58.0		5.3		5.3	29.6	40
SAUC C203	200-230/3/60	28.3	205.0	7.5	19.2	5	13.2	103.2	150
SAUC C204	460/3/60	14.4	104.0		9.6		6.6	52.2	80
SAUC C205	575/3/60	11.4	78.4		7.7		5.3	41.1	60

Notes:

1. Voltage range 187 - 253, 414 - 506, 518 - 633 for nominal 200/230, 460, 575 volt systems respectively.
2. Model SAUC-B55 has one compressor; all other models have two compressors.
3. Ampacity calculated per U.L. formula: Ampacity = (1.25 x Compressor RLA) + sum of all other motor FLA.
4. Maximum fuse size based on U.L. formula: (2.25 x Compressor RLA) + sum of all other motor FLA; rounded down to largest standard size.

Model Number Description

Contents

SAUC MODEL NUMBER

S A U C # # # 4 0 A 0
 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15

UNIT MODEL (DIGIT 1)

S - Self-Contained

CONDENSER COOLING MEDIUM (DIGIT 2)

A = Air

EVAPORATOR AIRFLOW DIRECTION (DIGIT 3)

U = Up Flow

DEVELOPMENT SEQUENCE (DIGIT 4)

C = "C" DEVELOPING SEQUENCE

UNIT NOMINAL TONS (DIGIT 5, 6 & 7)

B55 = 5.5 Tons

B75 = 7.5 Tons

C10 = 10 Tons

C15 = 15 Tons

C20 = 20 Tons

UNIT VOLTAGE (DIGIT 8)

3 = 208-230/60/3

4 = 460/60/3

5 = 575/60/3

AGENCY LISTING (DIGIT 9)

B = UL And CSA Listed

T = CSA Listed

O = No Agency Listing

DESIGN SEQUENCE (DIGIT 10 & 11)

AO = "A" Design Sequence

OPTIONAL ITEMS (DIGIT 12-15)

H = Protective coating on evap.

J = Protective coating on cond.

L = Low Ambient Control

P = Unit Ship In Two Sections*

S = Special

*20 Ton Units Ship In 2 Sections Only

Features and Benefits 2

Model Number Description 3

General Data 4

Selection Procedure 5

Performance Data 6

Electrical Data 9

Dimensional Data 10

Features Summary 11

Mechanical Specifications 12

General Data

SERIES	UNIT				
	SAUC B55	SAUC B75	SAUC C10	SAUC C15	SAUC C20
NOMINAL TONS	5.5	7.5	10	15	20
ARI CAPACITY-BTU/H	65000	92000	129000	163000	241000
COMPRESSOR NO. & HP	1-5 HP	2-4 HP	2-5 HP	2-7.5 HP	2-10 HP
CONDENSER FACE AREA-SQ. FT. ROWS	6.25	12.92	12.92	14.25	23.75
	5	4	4	5	4
CONDENSER BLOWER NUMBER & SIZE CFM @ NOM. E.S.P. STANDARD MOTOR	1-15"X15"	2-15"X12"	2-15"X12"	2-15"X12"	1-18"X13"
	4000 @ 0.20	5500 @ 0.25	6600 @ 0.3	7500 @ 0.3	15000 @ 0.3
	3.0	3.0	5.0	5.0	7.5
EVAPORATOR FACE AREA-SQ. FT. ROWS FILTER-NO. & SIZE	4.7	8.00	8.00	11.88	19.00
	4	3	4	4	4
	1-20"X30	2-24"X24"	2-24"X24"	3-20"X30"	3-20"X48
EVAPORATOR BLOWER NUMBER & SIZE CFM @ ARI E.S.P. STANDARD MOTOR	1-10X10"	1-15"X15"	1-15"X15"	1-15"X15"	1-18"X13"
	2200 @ 0.2	3000 @ 0.25	4000 @ 0.30	5400 @ 0.35	8000 @ 0.4"
	1.5	2.0	3.0	5.0	5.0
R22 CHARGE PER CIRCUIT	1 @ 180 OZ.	2 @ 150 OZ.	2 @ 176 OZ.	2 @ 200 OZ.	2 @ 310 oz
SHIPPING WEIGHT-LBS.	660	1010	1090	1430	1530C/650E*
OPERATING WEIGHT-LBS.	610	950	1030	1510	1450C/670E*

Note:

- * The 20 ton unit is shipped in two sections and shipped with a holding charge of dry nitrogen. C = condenser section:
E = evaporator section.

The 5.5, 7.5, 10 and 15 ton units will ship with a holding charge of dry nitrogen if shipped in two pieces.

Project Name: Birmingham City Hall
 Location: Birmingham, MI
 Company: Trane Detroit
 Contact: Ken Lawrence

Date: 11/01/2015
 Ref. / Order No.:
 Engineer:
 Contractor:

Unit Tag	
Model Number	VA8G3AHA-C
Nominal Tons	8
Approx. Operating Weight (Lbs.) ⁽¹⁾	1150
Voltage	208/230-3-60

COOLING PERFORMANCE

Total CFM	3200
Outside Air CFM	0
Evaporator ESP (IWG)	1.00
Condenser CFM	4800
Condensing Unit ESP (IWG)	1.00
Outdoor Ambient (°F)	95.0
Entering Air Temp. (°F)	80.0 DB / 67.0 WB
Leaving Air Temp. (°F) (off coil)	59.4 DB / 57.8 WB
Total / Sensible Capacity ⁽²⁾ (Btuh)	94,131 / 71,455

PHYSICAL DATA

Evaporator Coil Materials	Aluminum Fins / Copper Tubes
Evaporator Coil Rows / FPI	3 / 12
Evaporator Coil Face Area (Ft ²)	9.33
Evaporator Coil Face Velocity (fpm)	342
Condenser Coil Materials	Aluminum Fins / Copper Tubes
Condenser Coil Rows / FPI	4 / 16
Condenser Coil Face Area (Ft ²)	10.67

ELECTRICAL DATA

Evaporator Blower BHP - Motor HP / FLA	1.12 - 1.50 / 5.6
Electric Heat - Nominal kW ⁽³⁾	
Heater Amps ⁽⁴⁾	
Humidifier Amps	
Condenser Blower BHP - Motor HP / FLA	2.02 - 3.00 / 8.4
Compressor Qty / Type	2 / Scroll
Compressor LRA / RLA	83.1 ea / 13.7 ea
Minimum Circuit Ampacity (MCA)	44.8
Maximum Overcurrent Protection (MOP)	55

FILTER

Type	Pleated Throwaway
Quantity / Size	4 / 14 x 25 x 2
Efficiency	2" MERV 8

REFRIGERANT

Type / Charge Amount (Lbs. - Oz.)	R-410A / 4 - 13 ea
-----------------------------------	--------------------


Notes:

- (1) Excluding options or accessories.
- (2) Gross, not adjusted for motor heat.
- (3) Electric heater is nominally rated at 220V, 460V, or 575V.
- (4) Electric heater amps are listed at 220V, 460V or 575V.



Performance values presented represent calculated values only and are not certified operating performance values. Actual performance values are dependent upon variations in entering air temperature, air flow quantity, water flow and entering water temperature, voltage at the unit, component tolerances, external static pressures, etc. which are beyond the control of United CoolAir Corp.

Project Name: Birmingham City Hall
Company: Trane Detroit

Date: 11/01/2015

Ref. / Order No.:

Unit Tag

Model Number

VA8G3AHA-C

PRODUCT FEATURES

Rugged Cabinet Construction
½" Fiberglass Lined Cabinet (Thermal/Acoustical, min. 2 lb. density)
Duct Flanges Factory Installed
Drain Connections on Both Evaporator and Condensing Unit Sections
Splittable w/ Resealable Refrigerant Fittings (optional for 3 - 10 ton packaged)
304 Stainless Steel "V" Style Drain Pan in Evaporator Section
2" MERV 8, Pleated Throwaway Filters
Draw-through Air Flow Configuration
Belt Driven Blowers (Evaporator and Condensing Sections)
Resiliently Mounted Ball Bearings for Blowers
Ball Bearing Motors
Pillow Block Bearings (12 & 15 Ton Cond., 20 - 35 Ton Evap. & Cond.)
Premium Efficiency Motors (1 HP & Above)
Cast Iron Pulleys and Motor Sheaves (Variable Pitch)
All Shafts, Sheaves & Pulleys Keyed
Adjustable Motor Mounts (Evaporator and Condensing Sections)
R-410A Refrigerant Factory Charge
Interlaced Evaporator Coil
Adjustable Expansion Valve with External Equalizer (MOP Type)
Scroll Compressor(s)
Filter Drier (Each Circuit)
Sight Glass / Moisture Indicators Visible from Exterior of Cabinet
Accessibility to High and Low Side Schrader Access Fittings for Refrigerant Pressures While Unit is Operational
High (Manual Reset) and Low (Auto Reset) Refrigerant Pressure Safety Switches
Transformer with Built-in Circuit Breaker
Individual Contactor for Each Motor and Compressor
Single Electrical Control Box
24 Volt Control Circuits
Loss of Air Safety Switch (when Electric Heat is Installed)
Individual Contactor for Each Stage of Electric Heat
Functionally Run Tested at the Factory

One (1) Year Limited Parts Warranty
Five (5) Year Limited Compressor Warranty

OPTIONS

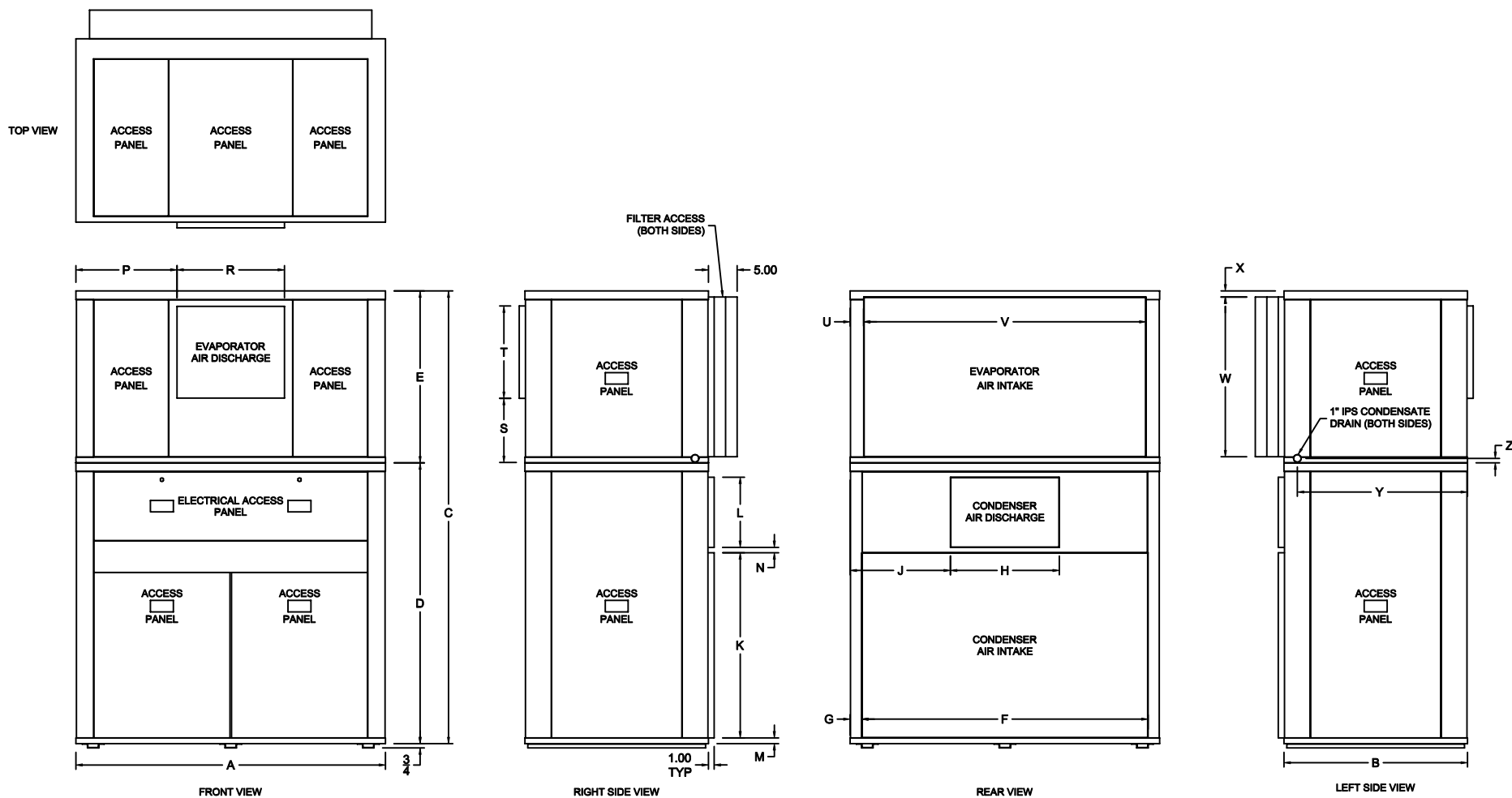
Evap Air Path - C - Rear Return / Front Supply - Str
.Thru
1.5 HP Evap Motor Upgrade
3 HP Cond Motor Upgrade
Non-Painted Cabinet
Standard Evaporator Filter - 2" MERV 8
Compressor Crancase Heaters
Controls Provided By Others
Compressor Acoustic Covers

* Option is Shipped Loose, Field Installed



Performance values presented represent calculated values only and are not certified operating performance values. Actual performance values are dependent upon variations in entering air temperature, air flow quantity, water flow and entering water temperature, voltage at the unit, component tolerances, external static pressures, etc. which are beyond the control of United CoolAir Corp.

VertiCool Aurora Air-Cooled 6-10 Ton "C" Air Path



TONS	A	B	C	D	E	F	G	H	J	K	L	M	N	P	R	S	T	U	V	W	X	Y	Z
6-10	54	32	79	49	30	49 ³¹ / ₃₂	2	19	17 ¹ / ₂	32 ⁵ / ₁₆	12 ¹ / ₄	1	15 ¹⁵ / ₁₆	17 ⁵ / ₈	18 ³ / ₄	11 ¹ / ₄	16 ¹ / ₈	2 ³ / ₈	49 ¹ / ₄	27 ⁷ / ₈	1 ¹ / ₁₆	29 ¹¹ / ₁₆	25 ²⁵ / ₃₂

ATTACHMENT B - BIDDER'S AGREEMENT
For A Vertical A/C System Replacement at the City Of Birmingham

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.

JEFF VADASK

PREPARED BY
(Print Name)

3-24-16

DATE

PROJECT MANAGER

TITLE

3-24-16

DATE

[Signature]

AUTHORIZED SIGNATURE

Jeff@techmechanical.com

E-MAIL ADDRESS

TECH MECHANICAL, INC.

COMPANY

1490 E. HIGHLAND, PONTIAC MI 48340

ADDRESS

248-322-5600

PHONE

SAME

NAME OF PARENT COMPANY

SAME

PHONE

SAME

ADDRESS

ATTACHMENT C - COST PROPOSAL

For A Vertical A/C System Replacement at the City Of Birmingham

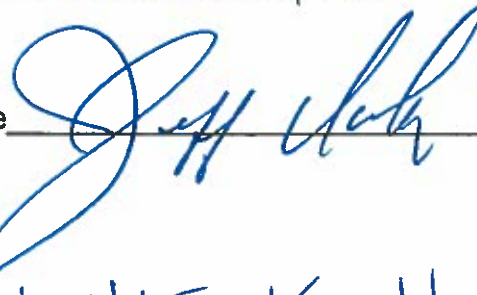
In order for the bid to be considered valid, this form must be completed in its entirety. The cost for the Scope of Work as stated in the Request for Proposal documents shall be a lump sum, as follows:

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
VertiCool AURORA Air-Cooled Air Conditioner model # VA8G3AHA-C made by United Cool Air or City approval equal	\$ 15,742
Materials & Equipment	\$ 23,117
Labor	\$ 5,858 ⁰⁰
Miscellaneous (Attach Detailed Description)	\$
TOTAL BID AMOUNT	\$ 28,975 ⁰⁰
ADDITIONAL BID ITEMS	
	\$
	\$
GRAND TOTAL AMOUNT	\$ 28,975 ⁰⁰

Firm Name TECH MECHANICAL, INC.

Authorized signature



Date

3-24-16

* NOTE - UNIT IS 11-12 WEEKS
LEAD TIME

ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM
For A Vertical A/C System Replacement at the City Of Birmingham

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.

JEFF VADASK

PREPARED BY
(Print Name)

DATE

3-24-16

PROJECT MANAGER

TITLE

DATE

3-24-16

AUTHORIZED SIGNATURE

E-MAIL ADDRESS

jeffv@techmechanical.com

TECH MECHANICAL, INC.

COMPANY

1490 E HIGHWOOD POYMIAC 48340

ADDRESS

PHONE

248-322-5600

SAME

NAME OF PARENT COMPANY

PHONE

SAME

SAME

ADDRESS

38-2484711

TAXPAYER I.D.#

ATTACHMENT A - AGREEMENT

For A Vertical A/C System Replacement at the City Of Birmingham

This AGREEMENT, made this _____ day of _____, 2016, by and between CITY OF BIRMINGHAM, having its principal municipal office at 151 Martin Street, Birmingham, MI (hereinafter sometimes called "City"), and Tech Mechanical, Inc., having its principal office at 1490 East Highwood, Pontiac, MI 48340 (hereinafter called "Contractor"), provides as follows:

WITNESSETH:

WHEREAS, the City of Birmingham, through its Maintenance Department, is desirous of having work completed to remove and replace an existing Vertical A/C System at the Municipal Building in the City of Birmingham.

WHEREAS, the City has heretofore advertised for bids for the procurement and performance of services required to furnish a new Vertical A/C System, all labor, materials, and equipment required for the installation for a new Vertical A/C System for the Police department located in the City of Birmingham, 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 furnish a new Vertical A/C System, all labor, materials, and equipment required for the installation for a new Vertical A/C System for the Police department located in the City of Birmingham.

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 furnish a new Vertical A/C System, all labor, materials, and equipment required for the installation for a new Vertical A/C System for the Police department located in the City of Birmingham and the Contractor's cost proposal dated March 24, 2016 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 \$ 28,975.00, as set forth in the Contractor's March 24, 2016 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. (If applicable)

- 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. (If applicable)
- 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.
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: Carlos Jorge
151 Martin Street
Birmingham, MI 48009
248.530.1882

Tech Mechanical, Inc.
Attn: Jeff Vadasz
1490 East Highwood
Pontiac, MI 48340

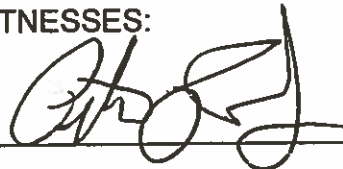
17. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 48th District Court or by arbitration. If both parties elect to have the dispute resolved by arbitration, it shall be 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:



Tech Mechanical, Inc.

By: 

Jeff Vadasz
Its: Project Manager

CITY OF BIRMINGHAM


By: _____

Rackeline J. Hoff
Its: Mayor

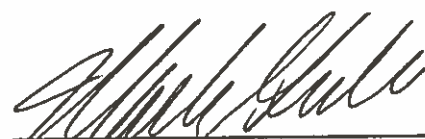
By: _____

Laura Pierce
Its: City Clerk


Approved:



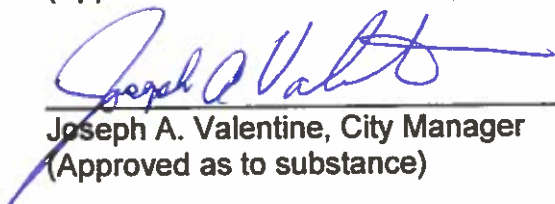
Carlos Jorge, Building Superintendent
(Approved as to substance)



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)



MEMORANDUM

City Clerk's Office

DATE: April 19, 2016

TO: Joseph A. Valentine, City Manager

FROM: Laura M. Pierce, City Clerk

SUBJECT: Special Event Application
Run on the Town

Attached is a special event application submitted by Max Broock Realtors requesting permission to hold the Run on the Town on September 17, 2016.

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 planned 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
Birmingham Street Art Fair	Sept 17-18	South Old Woodward

SUGGESTED RESOLUTION:

To approve a request submitted by Max Broock Realtors requesting permission to hold the Run on the Town on September 17, 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.

#16-00010692

DocuSign Envelope ID: BE8A029E-7A13-452A-6463-96EBD784AEB7

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

3/14/2016

Name of Event

Max Broock Realtors' RUN ON THE TOWN 5K Race to benefit the Real Estate One Charitable Foundation

Detailed Description of Event (attach additional sheet if necessary)

The event will be a 5K Run/Walk race held the morning of SEPT 17TH, 2016. The goal of the event is to provide participants with a healthy start to their day while fundraising for a good cause. Net proceeds from the race will benefit the registered non-profit, The Real Estate One Charitable Foundation. There will be a 1 Mile Kids fun run along a portion of the course before the 5K race begins.

Race day registration and race day packet pick-up will open at 6:45am, the race will begin at 8:00am, Post race non-alcoholic beverages and food for racers, Awards for top finishers at 9:00am, Full course closure at 9:30am.

start/finish line and staging areas will be at Booth Park,
 5K Course Map attached

Location

Date(s) of Event 9/17/2016Hours of Event 6:45AM - 9:30AMDate(s) of Set-up 9/17/2016Hours of Set-up 5:30AM - 7:30AMDate(s) of Tear-down 9/17/2016Hours of Tear-down 8:30AM - 10:30AM

Organization Sponsoring Event

Charitable
The Real Estate One Foundation / Max Broock Realtors

Organization Address

275 S. Old Woodward Ave, Birmingham, MI (local office)
25800 Northwestern Hwy, Southfield MI (corporate headquarters)

Organization Phone

248-644-6700 (local office) 248-208-2900 (corporate)

Contact Person

Jennifer Essary
Reo Charitable Foundation

Andrea Carollo

Contact Phone

248-208-2915
jessary@realestateone.net

248-330-3401

Contact Email

acarollo@maxbroock.com

II. EVENT INFORMATION

1. Organization Type Local business (Max Brock Realtors) w/ 100% of proceeds going to The Real Estate One Charitable Foundation
(city, non-profit, community group, etc.) this is a registered charity.
501(c)(3)
2. Additional Sponsors or Participants (Provide name, address, contact person, status, etc. for all additional organizations sponsoring your event.)
lululemon athletica (clothing store located at 101 S. Old Woodward) has pledged support through volunteer staff - Stephanie Bonk, store manager 248-762-9014
3. Is the event a fundraiser? YES^x NO
The Real Estate One Foundation supports various charities including
List beneficiary Leukemia & Lymphoma Society via The REOCF.
Estimated net Proceeds of \$3,000 however it could be greater if we
List expected income are successful in obtaining more sponsors & achieve maximum race registration
Attach information about the beneficiary.
4. First time event in Birmingham? YES NO^x
If no, describe The Run on the Town 5K was held last year on 9/17/2016. We are keeping the event, details the same as 2015. (This will be our third year for the event,
5. Total number of people expected to attend per day. 350 racers
6. The event will be held on the following City property: (Please list)
☒ Street(s) Please refer to attached document.
☐ Sidewalk(s) _____
☒ Park(s) BOOTH PARK
7. Will street closures be required? YES^x NO
8. What parking arrangements will be necessary to accommodate attendance? Attendees will park in city structures/lots.

Street parking along the race course route will need to be prohibited prior to and during the race so the course is open and safe for participants.

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

Describe we will have volunteers on the course to assist police officers with directing traffic (to reduce burden on police department). we will have a water and aid station which racers will pass at the approximate half-way point. we will have volunteers and staff at the start/finish area.

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

Describe Police will be necessary due to road closures/crossings. Paramedics will be needed on site in the unlikely event there is a medical emergency during the race.

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 7:00AM

Time music will end 9:00AM - just before the awards ceremony

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 A start/finish line banner or inflatable arch & mile markers on course
Size of signs/banners Up to 15ft wide banner or 15ft x 15ft inflatable arch

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

Sample photos of similar start/finish line banner or arch attached. The exact banner/arch will vary depending on which timing company we hire after receiving our permit approval.

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)

N/A

VENDOR INFORMATION			
NAME	ADDRESS	PHONE	PRODUCT
N/A			

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	N/A	5 for \$200.00	A request for more than six tables will be evaluated based on availability.
Trash Receptacles	N/A	\$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	N/A	\$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)	* # of vendors requiring utilities	Varies	Charges according to final requirements of event.
Water/Fire Hydrant		Contact the Fire Department.	Applicant must supply their own means of disposal for all sanitary waste water. Waste water is NOT allowed to be poured into the street or on the grass.
Audio System	N/A	\$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)	4	small tents if inclement weather (10x10)
Portable Toilets	1	
Rides	N/A	
Displays	N/A	
Vendors	N/A	
Temporary Structure (must attach a photo)	It is possible that the start/finish line banner may instead be an inflatable arch (see sample photo). The timing company, Fastdog Timing, that we will most likely hire has an inflatable arch.	
Other (describe)		

* NO STAKES IN THE GROUND *

→ WE WILL NEED USE OF BOOTH PARK'S ELECTRIC OUTLETS FOR DJ/SOUND/TIMING.



275 S. Old Woodward Ave, Birmingham, MI 48009
248-644-6700

Hold-Harmless Agreement

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

DocuSigned by:

Andrea Carollo, Max Broock Realtors / Real Estate One

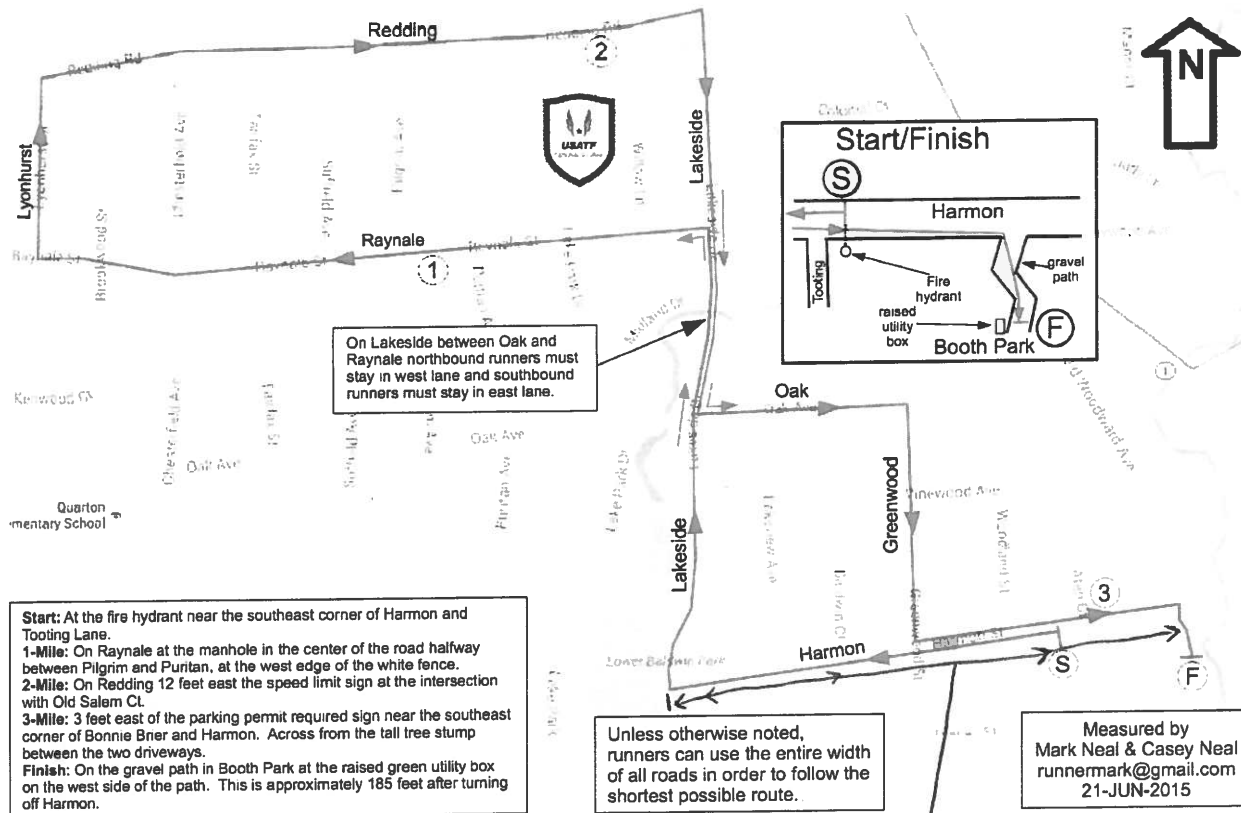
DocuSigned by:

Jon V Swords, Max Broock Realtors / Real Estate One

USATF Certificate
MI15019MN

Max Brook Realtors' Run on the Town 5k
Birmingham, Michigan

Effective Dates
21-JUN-2015 to 31-DEC-2025



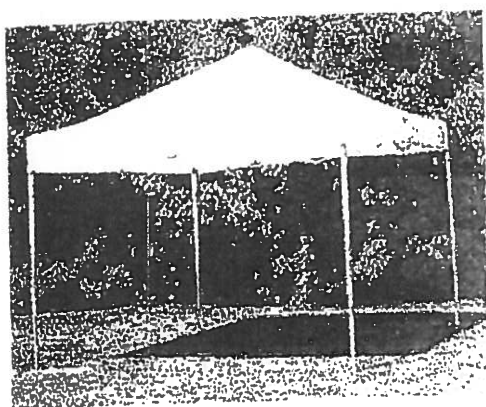
1 MILE KIDS
FUN RUN IS
"OUT & BACK"
ON HARMON



Example of possible Inflatable Start/Finish Arch



Example of possible Start/Finish Banner in the event the arch is not available by race day



Example of possible 10 x 10 tents if there is inclement weather to be used to protect registration/packet pick-up table, audio equipment & finish line food/drink.

- Home pin location
- ⊠ Electrical panel location
- 8-110 outlets
- 1-30 amp 240 outlet
- 1-50 amp 240 outlet

● = TRASH BIN

X = LLS INFO BOOTH

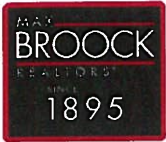
★ = FINISH LINE FOOD/DRINK

R = RACE DAY REGISTRATION

P = PACKET PICK-UP

electrical panel





275 S. Old Woodward Ave, Birmingham, MI 48009

(248)644-6700

SPECIAL EVENT REQUEST NOTIFICATION LETTER

Date: April 7, 2016

To: Affected Property Owner / Business Owner

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

EVENT INFORMATION

NAME OF EVENT: Max Broock Realtors' RUN ON THE TOWN Benefiting The Real Estate One Charitable Foundation

LOCATION: The race starts and finishes in Booth Park. The race route runs through the adjoining neighborhood.

DATE OF EVENT: 9/17/2016

HOURS OF EVENT: 6:45AM – 9:30AM

BRIEF DESCRIPTION OF EVENT: 5K Charity Run / Walk and 1 Mile Kids Fun Run

DATE OF SET-UP: 9/17/2016 HOURS OF SET-UP: 5:30AM – 7:30AM

DATE OF TEAR-DOWN: 9/17/2016 HOURS OF TEAR-DOWN: 8:30AM – 10:30AM

Details: Registration / Packet-Pick-up to begin at 6:45AM. Traffic along race course route will be limited/restricted from approximately 7:30AM – 9:00AM. Awards / Post-race Food / Entertainment will continue until 9:30AM. Final tear-down of Finish area should be completed by 10:30AM.

DATE OF CITY COMMISSION MEETING: 4/25/2016

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). Log on to www.bhamgov.org/events for a complete list of special events.

EVENT ORGANIZER: MAX BROOCK REALTORS / Andrea Carollo / Jon Swords
275 S. Old Woodward Ave.
Birmingham, MI 48009
(248)644-6700



TURN BY TURN DIRECTIONS FOR 5K

- Start on Harmon St just outside & west of Booth Park
- West on Harmon St.
- North on Lakeside Dr
- West on Raynale.
- North on Lyonhurst
- East on Redding
- South on Lakeside
- East on Oak Ave
- South on Greenwood St
- East on Harmon St to Finish Line inside Booth Park

TURN BY TURN DIRECTIONS FOR 1 MILE KIDS FUN RUN (out & back course)

- Start inside Booth Park
- West on Harmon St.
- Follow Harmon West until reaching Lake Park Dr
- Turn around and follow Harmon East to Finish Line inside Booth Park

DEPARTMENT APPROVALS

EVENT NAME RUN ON THE TOWN 5K/WALK

LICENSE NUMBER #16-00010692

COMMISSION HEARING DATE APRIL 25, 2016

NOTE TO STAFF: Please submit approval by APRIL 4, 2016

DATE OF EVENT: SEPT 17, 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	PENDING APPROVAL				
FIRE 101-000.000-634.0004 248.530.1900	LKB	<ol style="list-style-type: none">1. No Smoking in any tents or canopy. Signs to be posted.2. All tents and Canopies must be flame resistant with certificate on site.3. No open flame or devices emitting flame, fire or heat in any tents. Cooking devices shall not be permitted within 20 feet of the tents.4. Tents and Canopies must be properly anchored for the weather conditions, no stakes allowed.5. Cords, hoses, etc. shall be matted to prevent trip hazards.6. Paramedics will respond from the fire station as needed. Dial 911 for fire/rescue/medical emergencies.	None	\$0	

		7. A permit is required for Fire hydrant usage. 8. Do Not obstruct fire hydrants or fire sprinkler connections on buildings.			
POLICE 101-000.000.634.0003 248.530.1870	SG	Personnel/Barricades. Must have volunteers to cover low traffic intersections.		\$2000	
PUBLIC SERVICES 101-000.000-634.0002 248.530.1642	Carrie Laird 3/28/2016	Tents can't be staked. Tents must be barreled. Cost is for delivery/set-up of cones and barricades.		\$200	
ENGINEERING 101-000.000.634.0002 248.530.1839	A.F.	Approved	None	\$0	
INSURANCE 248.530.1807	CA	Pending approval		0	0
CLERK 101-000.000-614.0000 248.530.1803	LP	Notification letters mailed by applicant on 4/11/16 . 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 .	Applications for vendors license must be submitted no later than 9/2/16 .	\$165 (pd)	
				TOTAL DEPOSIT REQUIRED \$2,200	ACTUAL COST

FOR CLERK'S OFFICE USE

Deposit paid _____

Actual Cost _____

Due/Refund _____



MEMORANDUM

Fire Department

DATE: April 15, 2016

TO: Joseph A. Valentine, City Manager

FROM: John M. Connaughton, Fire Chief
John Donohue, Assistant Fire Chief

SUBJECT: 2016 Fireworks Display

The 2015 annual Fireworks Display at Lincoln Hills was very successful. There was a large, enthusiastic crowd that enjoyed the show. If the City wants to continue the annual show, we should start planning the event now. I would like to present suggestions for a successful show in the year 2016.

1. Begin the fireworks display at dusk (approximately 10:00 P.M.) on Sunday July 3, 2016 at the Lincoln Hills Golf Course. In the event of undesirable weather conditions a rain date for the event would be scheduled on Tuesday July 5, 2016. The gates will open at approximately 7:30 P.M.
2. Due to the inherent dangers of fireworks displays, I would suggest that we use Colonial Fireworks Company. Birmingham has worked with Colonial since 1990 and have found them to be very safety conscious and willing to work with the various city departments to insure the safety of the viewing public. It is important to secure the shooter for our date as soon as possible. Colonial has many years of experience in Birmingham and has complied with all of the restrictions and Insurance requirements.
3. In 2015 we again adjusted the safety zone to adapt to the current weather conditions and make sure we did not endanger the public attending the show. We will continue to review this on a yearly basis and will alter it as needed. Even with a large safety zone, we still had plenty of room on the course for safe viewing.
4. The cost of the show in 2015 was \$15,000 for the fireworks and \$4,799.63 for the insurance fee. We raised \$7,780.59 in donations creating a difference of \$12,019.04. The cost of the same show for 2015 will remain at \$15,000 with the insurance estimated at \$5,000.
5. Beier Howlett has reviewed and approved of the proposed contract language.

6. Once again, businesses and residents showed their generosity and continued support of this great event. Listed below are major contributors of \$100.00 or more;

BIRMINGHAM COUNTRY CLUB	\$2,500
FULLER CENTRAL PARK	\$1,500
BLOOMFIELD TOWNSHIP	\$500
HUBBELL, ROTH & CLARK	\$500
BIRMINGHAM/BLOOMFIELD ART CENTER	\$100
HUNTER HOUSE HAMBURGERS	\$100
QUALITY COACH COLLISION	\$100
SELF CARE CENTER	\$100
RESIDENTS	\$2,380.59

SUGGESTED RESOLUTION:

To authorize the City to enter into a contract with Colonial Fireworks for providing a fireworks display on July 3, 2016 (July 5 rain date) at Lincoln Hills for the sum of \$15,000, and further authorizing the administration to secure the necessary insurance. This would be contingent upon the vendor meeting all state and local laws, City requirements, and insurance requirements.

CONTRACT WITH COLONIAL FIREWORKS COMPANY, INC.
FOR 2016 FIREWORKS DISPLAY

This Contract is entered into this ____ day of _____, 2016, by and between Colonial Fireworks Co. of Clayton, Michigan (hereinafter called the "Contractor") and the **CITY OF BIRMINGHAM**, a Michigan Municipal Corporation, whose address is 151 Martin Street, Birmingham, Michigan 48009 ("City").

RECITALS:

WHEREAS, the City wishes to provide a fireworks display at Lincoln Hills Golf Course; and,

WHEREAS, Contractor is a fireworks company willing and able to provide the materials, labor and experience for such a fireworks display;

NOW, THEREFORE, the parties agree as follows:

1. CONTRACTOR agrees to sell, furnish and deliver to the City, products and services as mutually agreed to via written instruments such as program outlines or display synopsis which is incorporated herein and attached hereto as "Exhibit A" on the date of:

Display date: July 3, 2016.

Postponement date: July 5, 2016.

2. CONTRACTOR further agrees to provide the required equipment, trained personnel, product and insurance to properly present the program as defined.

3. **Indemnification.** To the fullest extent permitted by law, the CONTRACTOR and any entity or person for whom the CONTRACTOR is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the CITY OF BIRMINGHAM, its elected and appointed officials, employees and volunteers and others working on behalf of the CITY OF BIRMINGHAM against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the CITY OF BIRMINGHAM, its elected and appointed officials, employees, volunteers or others working on behalf of the CITY OF BIRMINGHAM, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this 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.

4. Insurance. 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.

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. 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.

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

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

2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;

3) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;

4) Two (2) copies of Certificate of Insurance for Professional Liability Insurance;

5) If so requested, Certified Copies of all policies mentioned above will be furnished.

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

I. Maintaining Insurance: Upon failure of the 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.

5. Nepotism. Subsequent to entering into this Contract, if any City official, his or her spouse, child or parent shall become directly or indirectly interested in the Contract, the City shall have the right to terminate the Contract without further liability if

the disqualification has not been removed within thirty (30) days after the City has given notification of the disqualifying interest.

6. **Settlement of Disputes.** Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 48th District Court or by arbitration. If 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.

7. **Code Compliance.** The Contractor agrees that it shall comply with all applicable standards of the National Fire Protection Association including specifically, chapters 1123, 1124, of the 1995 edition and the Michigan Compiled Laws, in particular, MCL 750.243a-e, as it relates to the safe operation of a fireworks display.

8. **Subcontracting.** Contractor shall not subcontract any part of this Contract without the prior written approval of the City.

9. **Authority.** The City Fire Chief shall be the authority having jurisdiction on all matters pertaining to spectator locations, fire protection, display site, and shall have the authority to cancel the display at any time it deems necessary to protect life and property.

10. **Grounds.** The Contractor shall be responsible for the dismantling and repair of any holes, trenches or other landscaping modifications arising out of the fireworks display and this Contract. Following completion of the program, the City is solely responsible for all clean-up and policing of the program area, including but not limited to the removal of all trash, sets, lumber, frames and confetti products which may be used during the event.

11. **Laws.** This Contract shall be construed in accordance with the laws of the State of Michigan.

12. Modification. No modification of the Contract shall be binding upon the parties unless in writing and signed by both parties.

13. 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.

14. The CITY agrees to a contract amount of \$15,000, with 50% due upon signing of this Contract and the balance due within 15 days of the completion of the services. All payments are to be made by purchase order, bank draft or certified check payable to Colonial Fireworks. All payments, notices and other correspondences shall be forwarded to Colonial Fireworks, 5225 Telegraph Road, Toledo, Ohio 43612. If monies due under the terms of this contract become in arrears of 30 days or more, CONTRACTOR is entitled to the recovery of all past due amounts plus 1.5% interest, per month on all amounts past due after 30 days.

15. In the event the program is canceled, in whole or in part, due to force majeure or any other cause beyond the CITY's reasonable control ("Force Majeure"), CONTRACTOR and the CITY shall have good faith negotiations to determine an adjustment of CONTRACTOR'S payment to reflect the services actually provided. However, if the Program is cancelled in its entirety on the display date due to Force Majeure, then Contractor's fee shall be equivalent to services actually incurred. Every effort will be made to conduct all events on the display date and time in the appropriate manner as designed.

16. Should inclement weather prevent the firing of the display on the display date, the parties agree to a mutually convenient rain date as stated above. The determination to cancel the display due to inclement weather shall rest within the sole discretion of Contractor. In the event the City does not choose to reschedule the event or cannot agree to a mutually convenient date with Contractor, the Contractor shall be entitled to thirty percent (30%) of the contract price for full settlement of the Agreement.

17. Prior to, during and following the event, the City agrees to the responsibility of keeping all persons out of the designated display area as defined by Contractor's technicians in conjunction with NFPA 1123 & 1126. This is with exception of Contractor's employees and designees.

18. Contractor solely reserves the right to make minor modifications to the program content, provided that those changes do not adversely affect the material content, pricing level of the program, display performance or character of the event.

19. Contractor holds the right to cancel any program at its discretion due to unforeseen safety issues which may go uncorrected or unattended to. This cancellation will be discussed with the City and every attempt will be made to correct any issues. All final decisions will be made on the side of safety. If cancellation occurs for said reasons, the City will pay Contractor for all reasonable costs for the delivery and return of display.

20. With the exception of paragraph 16, above, in the event of fire, accident, strike, delay, floods, acts of God or other causes beyond the control of Contractor, which prevent the delivery of the program, the parties hereto release each other from any and all performances of the articles contained herein and from damages resulting from the breach of this contract.

21. To provide a safe and suitable location to display the event. With regard to indoor events, it is also agreed upon that a safe haven, by means of a locked room or secure area, will be provided to prepare the effects to be used during the event. Access will be allowed to Contractor's personnel only during the course of the event. The proper amount of preparatory time will be allowed so the event can be safely set-up, tested and fired as outlined in NFPA 1123 & 1126.

22. CONFORMANCE TO IRAN ECONOMIC SANCTIONS ACT

- A. Pursuant to Michigan law, (the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq.), before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Contractor, the CONTRACTOR must first certify that it is not an "IRAN LINKED BUSINESS", as defined by law.
- B. Each Contractor submitting a bid on this project shall include a letter with their bid certifying that they have full knowledge of the requirements and possible penalties under the law MCL 129.311 et seq. that the CONTRACTOR is NOT an "IRAN LINKED BUSINESS" as required by MCL 129.311 et seq., and as such that CONTRACTOR is legally eligible to submit a bid and be considered for a possible contract to supply goods and/or services to the City of Birmingham.

IN WITNESS WHEREOF, the parties execute this Contract.

WITNESSES:

A. Di Domenico

COLONIAL FIREWORKS CO.

By: Jason Lynch

Its: BUSINESS MANAGER

Colonial Fireworks Co.
6480 Tomer Road
Clayton, MI 49235

CITY OF BIRMINGHAM

By: _____

Rackeline J. Hoff

Its: Mayor

By: _____

Laura Pierce

Its: City Clerk

Approved:

Joseph A. Valentine
Joseph A. Valentine, City Manager
(Approved as to substance)

John M. Connaughton
John M. Connaughton, Fire Chief
(Approved as to substance)

Timothy J. Currier
Timothy J. Currier, City Attorney
(Approved as to form)

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

Colonial Fireworks Company, Inc.
Contract and Agreement for Service

THIS CONTRACT AND AGREEMENT for the sale of services made and concluded on 3/10/2016, between Colonial Fireworks Company, Inc., (referred to as CFCI) and

City of Birmingham, of Birmingham, MI.
(Referred to as Purchaser).

CFCI and the Purchaser do hereby acknowledge the terms and conditions hereinafter mentioned and mutually agree to their respective clauses and agree to comply with all terms, conditions and payments of this contract:

CFCI agrees:

- 1) To sell, furnish and deliver to the Purchaser, products and services as mutually agreed to via written instruments such as program outlines or display synopsis which is incorporated herein and attached hereto as Exhibit "A" on the date of:
Display Date: July 3, 2016 Postponement Date: July 5, 2016
- 2) CFCI further agrees to provide the required equipment, trained personnel, product and insurance to properly present the program as defined.
- 3) CFCI agrees to indemnify and hold harmless the Purchaser and its agents, and employees from and against claims, costs, judgments, damages and expenses, including reasonable attorney fees that may or shall arise from the performance of the display by CFCI. The Purchaser agrees to give CFCI prompt notice of any claims or demands and to cooperate with CFCI or its successors in interest or assigns, if any, in the defense of any such claims and/or demands. CFCI shall also provide the Purchaser with a certificate of insurance covering the use of the effects for this event prior to the display date for review. Any charge incurred from the insurance provider for additional insurance after the original application has been submitted shall be the responsibility of the Purchaser.

Purchaser agrees:

- 4) To a contract amount of \$15,000.00, with 50% due upon signing of this contract and the balance due within 15 days of the completion of the services. All payments are to be made by purchase order, bank draft or certified check payable to Colonial Fireworks. All payments, notices and other correspondences shall be forwarded to Colonial Fireworks, 5225 Telegraph Road, Toledo, Ohio 43612. If monies due under the terms of this contract become in the rear of 30 days or more CFCI is entitled to the recovery of all past due amounts plus 1.5% interest, per month on all amounts past due after the 30 days.
- 5) In the event the program is canceled, in whole or in part, due to force majeure or any other cause beyond Purchaser's reasonable control ("Force Majeure"), CFCI and Purchaser shall have good faith negotiations to determine an adjustment of CFCI's payment to reflect the services actually provided. However, if the Program is canceled in its entirety on the display date due to Force Majeure, then CFCI's fee shall be equivalent to services actually incurred. Every effort will be made to conduct all events on the display date and time in the appropriate manner as designed.
- 6) Should inclement weather prevent the firing of the display on the display date, the parties agree to a mutually convenient rain date as stated above. The determination to cancel the display due to inclement weather shall rest within the sole discretion of CFCI. In the event the Purchaser does not choose to reschedule the event or cannot agree to a mutually convenient date with CFCI, then CFCI shall be entitled to thirty percent (30%) of the contract price for full settlement of this Agreement.
- 7) This contract shall be deemed made in the State of Michigan and shall be held in accordance with the laws of the State of Michigan. Both parties agree and consent to the jurisdiction of Michigan to determine conflicts regarding the language and payments to be made under this contract.
- 8) Following the programs completion, the Purchaser is solely responsible for ALL cleanup and policing of the program area, including but not limited to the removal of all trash, sets, lumber, frames and confetti products which may be used during the event.
- 9) The parties agree that they are each independent contractors and that neither is the agent, servant or employee of the other, and that neither has the authority, express or implied, to bind the other to any obligations whatsoever. Except as otherwise specifically provided in this Agreement, each party shall be responsible for any expenses incurred by such party in connection herewith.
- 10) The Purchaser agrees to hold CFCI harmless and defend CFCI from any and all claims brought against CFCI by employees or sponsors of the Purchaser for any and all acts of the Purchaser relating to the event for which the display is performed.
- 11) Prior to, during and following the event the Purchaser agrees to the responsibility of keeping all persons out of the designated display area as defined by CFCI's technicians in conjunction with NFPA 1123 & 1126. This is with exception to CFCI employees & designees.
- 12) CFCI solely reserves the right to make minor modifications to the program content provided that said changes do not adversely effect the material content, pricing level of the program, display performance or character of the event.
- 13) CFCI holds the right to cancel any program at its discretion due to unforeseen safety issues which may go uncorrected or unattended to. This cancellation will be discussed with the Purchaser and every attempt will be made to correct any issues. All final decisions will be made on the side of safety. If cancellation occurs for said reasons, Purchaser will pay CFCI for all reasonable cost for the delivery and return of display.
- 14) With exception to paragraph 6 above, in the event of fire, accident, strike, delay, floods, act of God or other causes beyond the control of CFCI, which prevent the delivery of the program the parties hereto release each other from any and all performances of the articles contained herein and from damages resulting from the breach of this contract.
- 15) To provide a safe and suitable location to display the event. With regard to indoor events, it is also agreed upon that a safe haven, by means of a locked room or secure area, will be provided to prepare the effects to be used during the event. Access will be allowed to CFCI personnel only during the course of the event. The proper amount of preparatory time will be allowed for so that the event can be safely set up, tested and fired as outlined in NFPA 1123 & 1126.

Special Conditions:

- 16) The parties, by execution hereof do hereby mutually and severally guarantee terms, conditions and payments of this Agreement. Any and all changes, modifications, corrections or additions to this contract shall be attached as Exhibit "B". This document shall be binding upon the parties, themselves, their heirs, executors, administrators, successors and assigns. IN WITNESS WHEREOF the parties hereto have executed this agreement the day and year first written above.

Purchaser's Signature

DATE

CFCI Representative

DATE

DEPOSIT INVOICE

COLONIAL FIREWORKS COMPANY

5225 TELEGRAPH ROAD TOLEDO, OHIO 43612
PHONE: 877-257-9977 FAX: 419-476-0929

DATE: March 10, 2016

SOLD TO: CITY OF BIRMINGHAM
BIRMINGHAM, MICHIGAN

QUANTITY	ARTICLES	TOTAL PRICE
1	DISPLAY OF FIREWORKS ON JULY 3, 2016	\$15,000.00
	50% DEPOSIT DUE	
	THANK YOU!!!	



Colonial Fireworks Co.

The New Revolution in Fireworks



AFFIDAVIT OF COMPLIANCE – IRAN ECONOMIC SANCTIONS ACT Michigan Public Act No. 517 of 2012

The undersigned, the owner or authorized agent of the below-named contractor (the "Contractor"), pursuant to the compliance certification requirement provided in the City of Birmingham Fireworks Display Contract (the "Contract"), hereby certifies, represents and warrants that the Contractor (including its officers, directors and employees) is not an "Iran linked business" within the meaning of the Iran Economic Sanctions Act, Michigan Public Act No. 517 of 2012 (the "Act"), and that in the event Contractor is awarded a contract as a result of the aforementioned Contract, the Contractor will not become an "Iran linked business" at any time during the course of performing any services under the contract.

The Act defines an Iran Linked Business as an individual or any entity, including all successors, parent companies, subsidiaries and companies under common control, engaged in investment activities of \$20,000,000.00 or more with the energy sector of Iran, including providing of products used to construct or maintain oil or liquefied natural gas pipelines.

The Contractor further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than \$250,000.00 or 2 times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of the City's investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on a Request for Proposal for three (3) years from the date it is determined that the person has submitted the false certification.

CONTRACTOR:

COLONIAL FIREWORKS CO. Name of Contractor

By: 

Its: BUSINESS MANAGER

Date: 3/21/16



MANUFACTURING - 6480 Tomer Rd., Clayton, MI 49235 • 800-882-9323 • Fax 517-436-3269



ADMINISTRATION - 5225 Telegraph Rd., Toledo, OH 43612 • 877-257-9977 • Fax 419-476-0929





MEMORANDUM

Building Department

DATE: April 18, 2016

TO: Joseph A. Valentine, City Manager

FROM: Bruce R. Johnson, Building Official

SUBJECT: Cross Connection Control Services Agreement

The Michigan Department of Environmental Quality requires all communities to maintain a comprehensive cross connection inspection program to provide a safe potable water system. This program provides for the elimination and prevention of cross connections in water systems within all of the City's commercial and industrial buildings. A cross connection is a connection or arrangement of piping or appurtenances through which water could backflow into the City's water supply system causing contamination. To date, the program has proved extremely successful in meeting the State's requirements and abating potential hazards.

The City began its comprehensive cross connection program in 1998 when it contracted with Hydro Designs, Inc., dba HydroCorp. The City re-bid the program in 2003 and it was again awarded to Hydro Designs. The current agreement dated April 14, 2003 has been extended by prior amendments through April 30, 2016, as Hydro Designs, Inc. is the only company providing these services that can meet the City's requirements of a turnkey program.

Staff, working with the City Attorney and HydroCorp, has prepared the attached amended and restated professional services agreement for HydroCorp to continue administering the City's Cross Connection Program for another five years. The annual fee for their services is increasing to \$15,780.00 from the current amount of \$12,720.00. I would like to point out that in response to commercial property vacancies, HydroCorp reduced their annual fee 3% in 2010 and another 14% in 2013 due to the reduced number of required inspections. The new annual fee reflects a \$700.00 (5%) increase over the amount prior to 2010 agreement and is reflective of the increased number of inspections at existing and new commercial buildings.

Staff recommends the extension of the current agreement through the approval of the amended and restated agreement for an additional five years at the new rate. Funds are available in the Water Fund Account #591-537.007-811.0000.

SUGGESTED RESOLUTION:

To approve the amended and restated Cross Connection Control Services Agreement with HydroCorp for services described in Attachment A of the agreement for five years, in the amount of \$15,780.00 per year from account #591-537.007-811.0000, and further to direct the Mayor and City Clerk to sign the agreement on behalf of the City.

**CITY OF BIRMINGHAM AMENDED AND RESTATED AGREEMENT
WITH HYDRO-DESIGNS, INC, dba HYDROCOP
CROSS CONNECTION CONTROL SERVICES AGREEMENT**

THIS AMENDMENT TO THE HYDROCOP CROSS CONNECTION SERVICES AGREEMENT, made and entered into this ____ day of _____, 2016, by and between the **CITY OF BIRMINGHAM**, a Michigan Municipal Corporation located at 151 Martin Street, Birmingham, Michigan, hereinafter referred to as the CITY, and **HYDROCOP** (formerly known as Hydro-Designs, Inc.), located at 5700 Crooks Road, Suite #100, Troy, MI 48098 hereinafter referred to as the CONSULTANT.

WITNESSETH:

WHEREAS, the CITY would like to engage the professional services of the CONSULTANT to perform the services described in Attachment A thereof, and,

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

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

1. The Cross Connection Control Services Agreement dated April 14, 2003, extended by amendment through April 30, 2016, is further extended by this Amended and Restated Agreement in accordance with Attachment A.

2. The CONSULTANT shall perform the professional services for the CITY, as set forth on Attachment A which is attached hereto and incorporated by reference.

3. The CONSULTANT shall perform all work under the direction of the Building Official or a designated representative.

4. The CITY agrees to pay the CONSULTANT for services rendered on the basis of the fees as set forth in Attachment A which is attached hereto and made a part hereof. The fee may be reviewed and adjusted annually by mutual consent of both parties in writing. The CONSULTANT shall submit billings on a regular basis.

5. This Agreement shall commence on _____, and shall terminate on _____. However, notwithstanding the term of the agreement, the City shall have the right to terminate this Agreement on ten (30) days written notice. In the event of termination, the CONSULTANT shall receive compensation for services to the date the termination takes effect and the City shall be entitled to retain and use the results to the date the termination takes effect and the City shall be entitled to retain and use the results of all information, documents and recommendations prepared by the CONSULTANT through such date.

6. If the CONSULTANT fails to perform its obligations hereunder, the CITY may take any and all remedial actions permitted by law.

7. The CONSULTANT shall hire personnel of good character and fitness to perform the duties under this Agreement.

8. The CONSULTANT 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 CONSULTANT shall inform the CITY of all claims or suits asserted against it by the CONSULTANT'S employees who work pursuant to this Agreement. The CONSULTANT shall provide the CITY with periodic status reports concerning all such claims or suits, at intervals established by the CITY.

9. 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.

10. To the fullest extent permitted by law, the CONSULTANT and any entity or person for whom the CONSULTANT is legally liable, agrees to indemnify the City of Birmingham, its elected and appointed officials and employees against any and all claims, demands, suits, or loss, and for any damages which may be recovered against or from the CITY, its elected and appointed officials and employees by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arise out of the acts, errors or omissions of the CONSULTANT including its employees and agents, in the performance of this Agreement. Consultant is not obligated to indemnify the City for that portion which is attributable to the City's own negligence.

The CITY agrees that the contractors shall be solely responsible for job site safety and all contractors shall be required in the CITY'S contract with such contractors to indemnify the CONSULTANT for any liability incurred by the CONSULTANT as a result of the contractor's negligent acts or omissions. However, such indemnification shall not extend to liability resulting from the negligence of the CONSULTANT.

11. The CONSULTANT shall not commence work under this Agreement until it has, at its sole expense, obtained the insurance required by this paragraph. All certificates of insurance shall be with insurance carriers licensed and admitted to do business in the State of

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

- A. Workers' Compensation Insurance: CONSULTANT shall procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- B. Commercial General Liability Insurance: CONSULTANT shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent 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 Insurance: CONSULTANT shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than \$ 1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- D. Additional Insured: The Commercial General Liability and Motor Vehicle Liability, as described above, shall include an endorsement stating the following shall be *Additional Insureds*: The City of Birmingham including all elected and appointed officials, all employees, all boards, commissions and/or authorities and board members. This coverage shall be primary and any other insurance maintained by the additional insureds shall be considered to be excess and non-contributing with this insurance required from CONSULTANT under this Section.
- E. Professional Liability Insurance: If Professional Liability Insurance is available, Professional Liability Insurance with limits of not less than \$2,000,000 per claim if CONSULTANT will provide service that are customarily subject to this type of coverage.
- F. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance, Professional Liability Insurance and Motor Vehicle Liability Insurance as described above, shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal shall be sent to: Director of Finance, City of Birmingham, P.O. Box 3001, 151 Martin Street, Birmingham, Michigan 48012.

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

- 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;

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

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

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

14. The CONSULTANT agrees that it will apply for and secure all permits and approvals as may be required from the CITY in accordance with the provisions of applicable laws and ordinances of the CITY, State of Michigan or federal agencies.

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

16. The CITY shall be the owner of all the drawings, specifications or other documents prepared by the CONSULTANT. Any modifications made to the drawings by the CITY shall be clearly marked as such on the modified document. The CITY may not use these documents for any purpose other than pursuant to the activities provided for in this Agreement.

17. Notices shall be given to:

- a. City of Birmingham
151 Martin Street, P.O. Box 3001
Birmingham, MI 48012-3001
Attention: Mr. Bruce R. Johnson, Building Official

With copies to:

Timothy J. Currier, City Attorney
Beier Howlett, P.C.
200 E. Long Lake Road, Ste. #110
Bloomfield Hills, MI 48304

- b. HydroCorp
c/o Mr. John Hudak
5700 Crooks Road, Suite #100
Troy, MI 48098

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

19. This Agreement shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan. The CONSULTANT agrees to perform all


services provided for in this Agreement in accordance with and in full compliance with all local, state and federal laws and regulations.

20. 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.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

CITY OF BIRMINGHAM

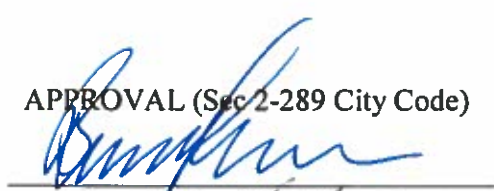

Rackeline J. Hoff, Mayor

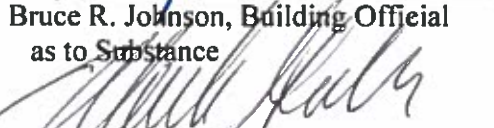

Laura M. Pierce, Clerk


HYDROCORP


John Hudak, President

APPROVAL (Sec 2-289 City Code)


Bruce R. Johnson, Building Official
as to Substance


Mark Gerber, Director of
Finance as to Financial Obligation


Joseph A. Valentine, City Manager as to
Substance


Timothy J. Currier, City Attorney as to
Form

Attachment “A”

PROFESSIONAL SERVICE AGREEMENT

1 SCOPE OF SERVICES

The scope of services to be provided by HydroCorp under this Agreement will include the inspections/surveys, program administration, answering telephone call inquiries, scheduling of inspections, program compliance review, public education materials, preparation of quarterly management reports, and annual cross connection reports with respect to the facilities to the extent specifically set forth in this Article I (hereinafter the “Scope of Services”). Should other reports/services be included within the Scope of Services, the same shall be appended to this Agreement as Exhibit 1.

1.1 PROGRAM REVIEW/PROGRAM START UP MEETING. HydroCorp will conduct a Program Startup Meeting for the Cross-Connection Control/Backflow Prevention Program. Items for discussion/review will include the following:

- Review state & local regulations
- Review and/or provide assistance in establishing local Cross-Connection Control Ordinance
- Review/establish wording and timeliness for program notifications including:
 - Inspection Notice
 - Compliance Notice
 - Non-Compliance Notices 1-2, Penalty Notices
- Special Program Notices
- Electronic use of notices/program information
- Obtain updated facility listing, address information and existing program data from Utility
- Prioritize Inspections (City buildings, schools, high hazard facilities, special circumstances.)
- Review/establish procedure for vacant facilities
- Establish facility inspection schedule
- Review/establish procedures and protocol for addressing specific hazards
- Review/establish high hazard, complex facilities and large industrial facility inspection/containment procedures including supplemental information/notification that may be requested from these types of facilities in order to achieve program compliance.
- Review/establish program reporting procedures including electronic reporting tools
- Review/establish educational and public awareness brochures

1.2 INSPECTIONS. HydroCorp will perform initial inspections, compliance inspections, and re-inspections at individual industrial, commercial, institutional facilities and miscellaneous water users within the utility served by the public water supply for cross-connections. Inspections will be conducted in accordance with Michigan Department of Environmental Quality Cross Connection Control Rules.

- *Initial Inspection* – the first time a HydroCorp representative inspects a facility for cross connections. Degree of Hazard will be assigned and/or verified during this facility visit. The Degree of Hazard will dictate future re-inspection frequency/schedule of facility, (facility will be either compliant or non-compliant after this inspection).
- *Compliance Inspection* – subsequent visit by a HydroCorp representative to a facility that was non-compliant during the *Initial Inspection* to verify that corrective action was completed and meets the program requirements.

- *Re-Inspection* – Revisit by a HydroCorp representative to a facility that was previously inspected. The re-inspection frequency/schedule is based on the degree of hazard assigned to the facility during the initial inspection (two, six or ten year re-inspection cycle).

1.3 INSPECTION SCHEDULE. HydroCorp shall determine and coordinate the inspection schedule. Inspection personnel will check in/out on a daily basis with the Utility's designated contact person. The initial check in will include a list of inspections scheduled. An exit interview will include a list of inspections completed.

1.4 PROGRAM DATA. HydroCorp will generate and document the required program data for the Facility Types listed in the Scope of Services using the HydroCorp Software Data Management Program. Program Data shall remain property of the Utility; however, the HydroCorp Software Data Management program shall remain the property of HydroCorp and can be purchased for an additional fee. Data services will include:

- Prioritize and schedule inspections
- Notify users of inspections, backflow device installation and testing requirements if applicable
- Monitor inspection compliance using the HydroCorp online software management program.
- Maintain program to comply with all MDEQ regulations

1.5 MANAGEMENT REPORTS. HydroCorp will submit comprehensive management reports in electronic, downloadable format on a quarterly & annual basis to the Utility. Reports to include the following information:

- Name, location and date of inspections
- Number of facilities inspected/surveyed
- Number of facilities compliant/non-compliant

1.6 REVIEW OF CROSS-CONNECTION CONTROL ORDINANCE. HydroCorp will review or assist in the development of a cross-connection control ordinance. Items for review include: Code adoption references, standard operational procedures, program notice documentation, reporting procedures and preference standards and penalties for non-compliance.

1.7 VACUUM BREAKERS. HydroCorp will provide up to six (6) ASSE approved hose bibb vacuum breakers or anti-frost hose bibb vacuum breakers per facility as required, in order to place a facility into immediate compliance at the time of inspection if no other cross-connections are identified.

1.8 PUBLIC RELATIONS PROGRAM. HydroCorp will assist the Utility with a community-wide public relations program including general awareness brochures and website cross connection control program content.

1.9 SUPPORT. HydroCorp will provide ongoing support via phone, fax, text, website or email for the contract period.

1.10 FACILITY TYPES. The facility types included in the program are as follows:

- Industrial
- Institutional
- Commercial
- Miscellaneous Water users
- Multifamily

Complex Facilities. Large industrial and high hazard complexes or facilities may require inspection/survey services outside the scope of this Agreement. An independent cross connection control survey (at the business owner's expense) may be required at these facilities and the results submitted to the Utility to help verify program compliance.

- 1.11 INSPECTION TERMS.** HydroCorp will perform a minimum of **725** total inspections over a **five (5) year** contract period. The total inspections include all initial inspections, compliance and re-inspections.
- 1.12 COMPLIANCE WITH DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ).** HydroCorp will assist in compliance with DEQ and Michigan Plumbing Code cross connection control program requirements for all commercial, industrial, institutional, multifamily and public authority facilities.
- 1.13 POLICY MANUAL.** HydroCorp will review and/or develop a comprehensive cross connection control policy manual/plan and submit to the appropriate regulatory agency for approval on behalf of the Utility.
- 1.14 INVENTORY.** HydroCorp shall inventory all accessible (ground level) backflow prevention assemblies and devices. Documentation will include: location, size, make, model and serial number if applicable.
- 1.15 DATA MANAGEMENT.** HydroCorp shall provide data management and program notices for all inspection services throughout the contract period.
- 1.16 ANNUAL YEAR END REVIEW.** HydroCorp will conduct an on-site annual year-end review meeting to discuss overall program status and specific program recommendations.
- 1.17 CROSS CONNECTION CONTROL BROCHURES.** HydroCorp will provide approximately **2,000** cross-connection control educational brochures for the duration of the Agreement.
- 1.18 INSURANCE.** HydroCorp will provide all required copies of general liability, workers compensation and errors and omissions insurance naming the Utility as an additional insured if required.

2 RESPONSIBILITIES OF UTILITY

- 2.1 UTILITY'S REPRESENTATIVE.** On or before the date services are to commence under this Agreement, the Utility shall designate an authorized representative ("Authorized Representative") to administer this Agreement.
- 2.2 COMPLIANCE WITH LAWS.** The Utility, with the technical and professional assistance of HydroCorp, shall comply with all applicable local, state, and federal laws, codes, ordinances, and regulations as they pertain to the water inspection and testing, and shall pay for any capital improvements needed to bring the water treatment and delivery system into compliance with the aforementioned laws.
- 2.3 NOTICE OF LITIGATION.** In the event that the Utility or HydroCorp has or receives notice of or undertakes the prosecution of any actions, claims, suits, administrative or undertakes the prosecution of any actions, claims, suits, administrative or arbitration proceedings, or investigations in connection with this Agreement, the party receiving such notice or undertaking of such prosecution shall give the other party timely notice of such proceedings and will inform the other party in advance of all hearings regarding such proceedings.

- 2.4 LETTERHEAD/LOGO.** The Utility will provide HydroCorp with an electronic file copy of the utility logo or utility letterhead and all envelopes for the mailing of all official program correspondence only. (300 dpi in either .eps, or other high quality image format for printing.)

3 TERM, COMPENSATION AND CHANGES IN SCOPE OF SERVICES

- 3.1 TERM AND TERMINATION TERM.** Services by HydroCorp under this Agreement shall commence on 05/01/2016 and end **three (3)** years from such date, unless this Agreement is renewed or terminated as provided herein. The terms of this Agreement shall be valid only upon the execution of this Agreement within ninety (90) days of its receipt. Failure to execute this Agreement within the ninety (90) day period shall deem the proposed terms void.
- 3.2 RENEWAL.** Upon the expiration of this Agreement the utility will have the option to renew this agreement for two (2) consecutive one (1) year period. Increases in fees for each additional term will be based on the consumer price index, but no more than 3% annually.
- 3.3 TERMINATION.** The Utility or HydroCorp may terminate this Agreement at any time and on any date in the initial and renewal terms of this Agreement, with or without any cause, by giving written notice of such intent to terminate to the other party at least thirty (30) days prior to the effective date of termination. Notice of the intent to terminate shall be given in writing by personal service, by an authorized agent, or by certified mail, return receipt requested. The Utility shall pay the balance of any outstanding accounts for work performed by HydroCorp.
- 3.4 BASE COMPENSATION.** From the Beginning thirty (30) days after execution of this Agreement, the Utility shall pay HydroCorp as compensation ("Base Compensation") for labor, equipment, material, supplies, and utilities provided and the services performed pursuant to this Agreement, the sum of **\$1,315.00** per month, **\$15,780.00** annually for a **five (5) year** contract period totaling **\$78,900.00**.
- 3.5 PAYMENT OF INVOICES.** Upon presentation of invoices by HydroCorp, all payments including base and other compensation shall be due and payable on the first day of each month (due date) after the month for which services have been rendered. All such payments shall be made no later than thirty (30) days after the due date. Failure to pay shall be deemed a default under this Agreement. For any payment to HydroCorp which is not made within thirty (30) calendar days after the due date, HydroCorp, shall receive interest at one and one-half (1½) percent per month on the unpaid balance.
- 3.6 CHANGES IN SCOPE OF SERVICES.** In the event that the Utility requests and HydroCorp consents to perform additional work or services involving the consulting, management, operation, maintenance, and repair of the Utility's water delivery system where such services or work exceeds or changes the Scope of Services contemplated under this Agreement, HydroCorp shall be provided additional compensation. Within thirty (30) calendar days from the date of notice of such additional work or services, the parties shall mutually agree upon an equitable sum for additional compensation. This amount shall be added to the monthly sum effective at the time of change in scope. Changes in the Scope of Service include, but are not limited to, requests for additional service by the Utility or additional costs incurred in meeting new or changed government regulations or reporting requirements.

- 3.7 CLIENT CONFIDENTIALITY.** Disclosure of all communications between HydroCorp and the Utility regarding business practices and other methods and forms of doing business is subject to the provisions of Michigan Public Records Law. HydroCorp agrees to make available for inspection and copying all records in its possession created, produced, collected or otherwise related to this Agreement to the same extent as if the records were maintained by the Utility. HydroCorp expressly acknowledges and agrees that its obligations concerning Public Records Law and compliance under this Agreement should not be limited by copyright, license, privacy and/or confidentiality except as authorized under the Public Records Law.
- 3.8 ACCESSIBILITY.** Backflow prevention device information will be completed in full only when the identifying information (i.e. data plate, brass tag, etc.) is accessible and visible from ground level or from a fixed platform/mezzanine.
- 3.9 CONFINED SPACES.** – HydroCorp personnel will not enter confined spaces.

Form

(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

W-9

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
HYDRO-DESIGNS, INC

2 Business name/disregarded entity name, if different from above:
HYDROCORP

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
☒ S Corporation
☐ Partnership
☐ Trust/estate
☐ Other (see instructions) ▶ _____
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
 (Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
5700 CROOKS ROAD, SUITE 100

6 City, state, and ZIP code
TROY, MI 48098

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

			-			-				
--	--	--	---	--	--	---	--	--	--	--

or

Employer identification number

3	8	-	2	8	1	0	0	0	8
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ *Mark Martin* Date ▶ *1/7/15*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

NOTICE OF PUBLIC HEARING

BIRMINGHAM CITY COMMISSION

CONSIDERATION OF BROWNFIELD PLAN

Meeting Date, Time, Location:	Monday, April 25, 2016 7:30 PM Municipal Building, 151 Martin, Birmingham, MI
Location of Request:	34965 Woodward Ave, Birmingham, MI 48009 (currently Peabody's Restaurant)
Nature of Hearing:	To consider adoption of a brownfield plan, in accordance with the provisions of the Brownfield Redevelopment Financing Authority Act, being act 381 of the Public Acts of the State of Michigan of 1996, as amended.
City Staff Contact:	Jana Ecker 248.530.1841 jecker@bhamgov.org
Notice Requirements:	Publish: April 10 & 17, 2016 Mail to: taxing jurisdictions that levy taxes subject to capture under this act.
Approved minutes may be reviewed & Maps, plats, and a description of the brownfield plan are available for public inspection at:	City Clerk's Office

All aspects of the brownfield plan are open for discussion at the public hearing.

At the hearing, all citizens, taxpayers and property owners of the City of Birmingham and officials from any taxing jurisdiction whose millage may be subject to capture under the proposed brownfield plan shall have the right to be heard in regard to the adoption of the brownfield plan.

Persons wishing to express their views may do so in person at the hearing or in writing addressed to City Clerk, City of Birmingham, 151 Martin, Birmingham, MI 48009.

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.

Notice of Public Hearing to Taxing Jurisdictions

The City of Birmingham City Commission will hold a public hearing on April 25, 2016, at 7:30 p.m. at the City Commission chambers located at 151 Martin Street, Birmingham, Michigan, concerning a brownfield plan for property located at **34965 Woodward Ave**, Birmingham, Michigan.

The City of Birmingham (the City) has established a Brownfield Redevelopment Authority (the Authority) pursuant to the Brownfield Redevelopment Act, 1996 PA 381, as amended (Act 381). Act 381 authorizes local units of government to facilitate the revitalization of environmentally distressed areas through the use of brownfield plans incorporating tax increment financing. Tax increment financing allows the Authority to capture tax revenues attributable to increases in the taxable value of real and personal property located on eligible property, which may include adjacent or contiguous parcels. Increases in taxable value may be attributable to several factors, including new construction, rehabilitation, remodeling, alterations, additions, and the installation of personal property on eligible property.

The Authority has considered and recommended adoption of a brownfield plan related to the property located at **34965 Woodward Ave**, Birmingham, Michigan (the Property). The proposed use for the Property is a mixed-use five-story development. The Property has been determined to contain hazardous substances as defined under applicable environmental laws and regulations. The brownfield plan proposes to capture some tax increment revenues generated on the Property for approved purposes. The attached schedule describes the estimated fiscal and economic implications of the proposed brownfield plan. The City Commission must approve the brownfield plan.

If you wish to express your views or recommendations, or if you have any questions or comments, concerning the brownfield plan, you have the right to be heard in regard to the adoption of the brownfield plan. A copy of the brownfield plan is available for review at the office of the City Clerk located at 151 Martin Street, Birmingham, Michigan. The attached public notice will be published pursuant to Act 381.

Dated: April 5, 2016
Laura M. Pierce
City Clerk
City of Birmingham, Michigan



MEMORANDUM

Planning Division

DATE: April 18, 2016

TO: Joseph A. Valentine, City Manager

FROM: Jana L. Ecker, Planning Director

SUBJECT: Public Hearing for a Brownfield Plan for 34965 Woodward
(Peabody's Restaurant)

The State Brownfield Redevelopment Statute (Public Act 381 of 1996, as amended) allows the City to approve a Brownfield Plan in order to help finance the cleanup of a contaminated site through the use of Tax Increment Financing (TIF).

In December 2015, the owner of the above-captioned property submitted a draft Brownfield Plan ("the Plan") to the City in anticipation of the construction of a new mixed use, five story development proposed for the site. The Brownfield Plan outlines numerous environmental concerns on the site, including historical operations performed at the site, contamination of the adjacent sites, and contamination on the subject site, including the presence of petroleum hydrocarbon constituents and heavy metals in the soil, and barium in the groundwater.

City staff, the City Attorney and our environmental consultants at AKT Peerless reviewed the draft Plan and requested additional information on the extent of the contamination. The applicant submitted a more detailed Plan, and the City provided comments and suggested several changes. On January 27, 2016, the applicant submitted a revised Plan reflecting the changes discussed, requesting a reimbursement of \$1,438,238.00 in environmental cleanup costs in order to clean up the site to meet the Michigan Department of Environmental Quality standards.

On February 18, 2016, the Brownfield Redevelopment Authority ("the Authority") reviewed the proposed Plan for the site at 34965 Woodward and discussed the environmental cleanup costs in detail for this site. After much discussion, the Authority voted to postpone a decision on the Brownfield Plan to March 9, 2016, and requested that staff provide a comparison chart detailing the approved environmental expenses for the adjacent sites on Woodward Avenue.

On March 9, 2016, the Authority reviewed the comparison chart provided by staff with regards to the approved environmental expenses for adjacent sites. The Authority voted unanimously to approve the Brownfield Plan, with one change in the cost of soil management in the Greenfield column of the Eligible Expenses Table contained in the Plan. With this change

to the Plan, if the City Commission approves the Brownfield Plan, the maximum amount for which the developer would be eligible to be reimbursed through tax increment financing for this project is \$1,334,738.00.

The City Commission set a public hearing date for April 25, 2016 to consider approval of the revised Brownfield Plan as recommended by the Brownfield Redevelopment Authority on March 9, 2016, as well as the associated Reimbursement Agreement. Please find attached all relevant documents and the draft meeting minutes for your review.

SUGGESTED ACTION:

To adopt a resolution to approve the Brownfield Plan and Reimbursement Agreement for 34965 Woodward (Peabody's Restaurant) as recommended by the Brownfield Redevelopment Authority on March 9, 2016.

CITY OF BIRMINGHAM
RESOLUTION APPROVING A BROWNFIELD PLAN FOR
34965 WOODWARD (CURRENTLY PEABODY'S RESTAURANT)

Moved by Commission Member _____, Seconded by Commission Member _____.

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 dated March 15, 2016 ("the Plan") for property located at 34965 Woodward, 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.

AYES:

NAYS:

ABSENT:

MOTION CARRIED.

I, Laura Pierce, Clerk of the City of Birmingham, certify that the foregoing is a true and compared copy of a Resolution duly made and passed by the Birmingham City Commission at a meeting held on April 25, 2016.

Laura Pierce, City Clerk

BROWNFIELD REIMBURSEMENT AGREEMENT

THIS AGREEMENT (the “Agreement”) dated _____, is entered into between the **CITY OF BIRMINGHAM** (“City”) and the **CITY OF BIRMINGHAM BROWNFIELD REDEVELOPMENT AUTHORITY** (the “Authority”), an authority established pursuant to Act 381 of Public Acts of 1996, as amended (“Act 381”), whose addresses are 151 Martin Street, Birmingham, Michigan 48009; and **ALDEN DEVELOPMENT GROUP, LLC** (the “Developer”), a Michigan limited liability company, whose address is 27777 Franklin Road, Suite 200, Southfield, Michigan 48034.

Recitals

A. In accordance with Act 381, the Authority has adopted a Brownfield Plan for 2483 West Maple Road, Birmingham, Michigan, that the City Commission of the City has approved (the “Brownfield Plan”).

B. The Developer owns property in the City located at 34965 Woodward Avenue, Birmingham, Michigan (the “Property”), which is legally described on the attached Exhibit A. The Property is included in the Brownfield Plan as an eligible Property because it is a Facility due to the presence of certain hazardous substances on the Property as described in the Brownfield Plan.

C. The Developer plans to redevelop the Property by demolishing an existing restaurant and constructing a multistory, mixed use residential, retail, and commercial building with underground parking (the “Improvements”). The Improvements are intended to create temporary construction jobs and new full time jobs, increase the tax base within the City, and otherwise enhance the economic vitality and quality of life within the City.

D. Act 381, as amended permits the Authority to reimburse a developer for the costs of Eligible Activities on Eligible Property using Tax Increment Revenues generated by the redevelopment of the property.

E. To make the Improvements on the Property, the Developer will incur costs to conduct Eligible Activities—including Baseline Environmental Assessment Activities, Due Care Activities, Additional Response Activities, Asbestos Abatement, and the reasonable costs to prepare the Brownfield Plan—each of which will require the services of various contractors, engineers, environmental consultants, attorneys and other professionals (the “Eligible Costs”). The Eligible Costs, including contingencies, are estimated to be \$1,334,738 for Developer reimbursement.

F. The Brownfield Plan Authorizes the use of Tax Increment Revenues that are generated by Local and School Taxes imposed on the Property to reimburse the Eligible Costs.

G. The parties are entering into this Agreement to establish the procedure for reimbursing the Eligible Costs and using Tax Increment Revenues in accordance with Act 381, as amended, and the Brownfield Plan.

Accordingly, the parties agree with each other as follows:

1. The Brownfield Plan

The Brownfield Plan is attached as Exhibit B and incorporated herein. To the extent provisions of the Brownfield Plan conflict with this Agreement, the terms and conditions of this Agreement control. To the extent provisions of the Brownfield Plan or this Agreement conflict with Act 381, as amended, Act 381 controls.

2. Term of Agreement

In accordance with the Brownfield Plan, the Authority shall capture the Tax Increment Revenues generated by the Improvements on the Property to reimburse the Eligible Costs until the earlier of the date that all the Eligible Costs is fully reimbursed under this Agreement or 30 years after the date the Authority begins to capture Tax Increment Revenues under the Brownfield Plan.

3. Eligible Activities

The Authority shall reimburse the Developer for Eligible Costs identified in the Brownfield Plan that were incurred before the City Commission approved the Brownfield Plan if permitted under Act 381, as amended. The Developer shall diligently pursue completion of the Eligible Activities set forth in the Brownfield Plan.

4. Reimbursement Source

During the term of this Agreement, the Authority shall capture the Tax Increment Revenues generated by the Improvements from Local and School Taxes imposed on the Property and any personal property located on the Property and use those Tax Increment Revenues to reimburse the Brownfield Plan Costs and the Eligible Costs (including interest) in accordance with the Brownfield Plan and this Agreement.

5. Reimbursement Process

(a) On a quarterly basis, the Developer may submit to the Authority requests for cost reimbursement for the Eligible Costs the Developer incurred during the prior period. These requests shall be in the form attached as Exhibit C ("Petition"). The Petition shall identify whether the Eligible Activities are: (1) Baseline Environmental Assessment Activities; (2) Due Care Activities; (3) Additional Response Activities; (4) Asbestos Abatement; (5) the reasonable

costs of developing and preparing the Brownfield Plan; or (6) interest. The Petition shall describe each individual activity claimed as an Eligible Activity and the associated costs of that activity. Documentation of the costs incurred shall be included with the Petition including proof of payment and detailed invoices for the costs incurred sufficient to determine whether the costs incurred were for Eligible Activities. The Petition shall be signed by a duly authorized representative of Developer.

(b) The Authority shall review a Petition within 60 days after receiving the Petition. The Developer shall cooperate with the Authority by providing information and documentation to supplement the Petition as requested by, and as deemed reasonable and necessary by, the Authority. Within such 60 days, the Authority shall identify in writing to Developer (i) all costs approved for reimbursement, and (ii) any costs deemed ineligible for reimbursement and the basis for the determination. The Developer then has 45 days to provide supplemental information or documents in support of any costs deemed ineligible by the Authority. Within 30 days after the Developer provides the supplemental information or documents, the Authority shall make a decision on the eligibility of the disputed cost and inform the Developer in writing of its determination. The Developer may appeal the Authority's decision pursuant to law.

(c) Twice a year, after the summer and winter taxes are collected on the Property, the Authority shall capture the Tax Increment Revenues in accordance with the Brownfield Plan and shall use those Tax Increment Revenues to reimburse the Developer for approved Eligible Costs (including accrued interest). The Authority is not obligated to reimburse the Developer for any approved Eligible Costs during any period of time that the Developer is delinquent in the payment of real or personal property taxes imposed on the Property or delinquent in the payment to the City for administrative, legal, or other costs invoiced to the Developer.

(d) If there are insufficient funds available from Tax Increment Revenues captured under subparagraph (c) at any given time to pay all the Developer's unreimbursed Eligible Costs and accrued interest, the Authority is not required to reimburse the Developer from any other source. The Authority shall, however, make additional payments toward the Developer's remaining unreimbursed Eligible Costs and accrued interest in accordance with this Agreement as Tax Increment Revenues become available under subparagraph (c).

(e) Subject to Section 5(d), payment of Eligible Costs to the Developer is not conditioned on the completion of any of the Improvements at any time or in any sequence so long as Developer is in compliance with its obligations and duties under this Agreement.

(f) The Authority shall reimburse the Developer for Eligible Costs as follows:

Check shall be payable to: Alden Development Group, LLC

Delivered to the following address: 27777 Franklin Road, Suite 200
Southfield, MI 48034
Attn: Matthew Shiffman

By certified mail.

(g) Developer may assign its payments to any person by providing 45 days' prior notice to the Authority of such assignment. Any such assignment does not discharge or release Developer from any of its obligations and duties under this Agreement.

6. Legislative Authorization

This Agreement is governed by and subject to the restrictions set forth in Act 381, as amended. If there is legislation enacted in the future that alters or affects the terms of this Agreement, including, but not limited to, the amount of Tax Increment Revenues subject to capture or the definition of Eligible Property or Eligible Activity, then the Developer's rights and the Authority's obligations under this Agreement may be modified accordingly by agreement of the parties.

7. Freedom of Information Act

The Developer stipulates that all Petitions and documentation submitted by Developer are open to the public under the Freedom of Information Act, 1976 PA 442, as amended, MCL 15.231 *et seq.* The Developer will not bring any claim of trade secrets or other privilege or exception to the Freedom of Information Act related to Petitions and documentation submitted under this Agreement.

8. Plan Modification

The Brownfield Plan and this Agreement may be modified to the extent allowed under Act 381, as amended, by mutual agreement of the parties.

9. Notices

All notices shall be given by registered or certified mail addressed to the parties at their respective addresses as shown above. Either party may change the address by written notice sent by registered or certified mail to the other party.

10. Assignment

The interest of any party under this Agreement shall not be assignable without the other party's written consent, which shall not be unreasonably withheld, except that the Developer may assign this Agreement for purposes of securing financing for the Improvements without the prior consent of the Authority.

11. Entire Agreement; Amendment

This Agreement constitutes the entire agreement between the parties. No other agreements, written, oral, express or implied, have been made or entered into by the parties concerning the subject matter of this Agreement. This Agreement may be modified or amended only by subsequent written agreement executed by all of the parties hereto. This Agreement has

been the subject of negotiations between the parties and shall not be construed against any party as drafter.

12. Non-waiver

No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

13. Headings

Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

14. Governing Law

This Agreement shall be construed in accordance with and governed by the laws of the State of Michigan.

15. Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

16. Binding Effect

The provisions of this Agreement shall be binding upon and inure to the benefit of each of the parties and their respective heirs, legal representatives, successors, and assigns.

17. Definitions

Unless otherwise defined in this Agreement, the following terms have the definitions given to them by Act 381, as amended:

- (a) “Additional Response Activities” is defined by Section 2(a) of Act 381;
- (b) “Baseline Environmental Assessment” is defined by Section 2(c) of Act 381;

- (c) “Baseline Environmental Assessment Activities” is defined by Section 2(d) of Act 381;
- (d) “Brownfield Plan” is defined by Section 2(g) of Act 381;
- (e) “Due Care Activities” is defined by Section 2(l) of Act 381;
- (f) “Eligible Activities” is defined by Section 2(n) of Act 381;
- (g) “Eligible Property” is defined by Section 2(o) of Act 381;
- (h) “Facility” is defined by Section 2(q) of Act 381;
- (i) “Local Taxes” is defined by Section 2(y) of Act 381;
- (j) “Tax Increment Revenues” is defined by Section 2(ii) of Act 381;

Subject to Section 1, if these definitions are amended during the term of this Agreement, the defined terms shall be construed to the fullest extent possible to conform to the provisions of this Agreement.

The parties have executed this Agreement of the dates set forth below.

CITY OF BIRMINGHAM

By: _____

Title: _____

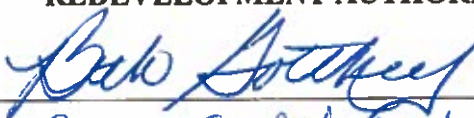
By: _____

Title: _____

Date: _____

**CITY OF BIRMINGHAM BROWNFIELD
REDEVELOPMENT AUTHORITY**

**CITY OF BIRMINGHAM BROWNFIELD
REDEVELOPMENT AUTHORITY**

By: 
Title: Brownfield Redevelopment
Authority, Chair person
Date: 4/18/16

ALDEN DEVELOPMENT GROUP, LLC


By: 
Title: MATTHEW SHIFFMAN, MANAGER
Date: _____

Exhibit A

Property Description

Located in the City of Birmingham, County of Oakland, State of Michigan, and is described as:

Lots 10, 11, 12, and the north 25 feet of Lot 13, except the westerly 69.99 feet thereof, Brownell Subdivision in the Village of Birmingham, Oakland County, Michigan, being a part of the west half of northeast quarter of Section 36, Town 2 North, Range 10 East, as recorded in Liber 4, page 35 of Plats, Oakland County Records.

Tax ID #4035-19-36-207-008

Exhibit B

Brownfield Plan



BROWNFIELD PLAN FOR:

34965 Woodward Avenue, Birmingham, Michigan

Birmingham Brownfield Redevelopment Authority
151 Martin Street, PO Box 3001
Birmingham, Michigan 48012
Contact: Ms. Jana Ecker (248) 530-1841

Prepared with the assistance of:
SME
March 15, 2016



TABLE OF CONTENTS

I. INTRODUCTION.....1

A. PLAN PURPOSE 1

B. PROPERTY DESCRIPTION..... 1

C. BASIS OF ELIGIBILITY..... 1

D. PROJECT DESCRIPTION 1

II. GENERAL DEFINITIONS AS USED IN THIS PLAN 2

III. BROWNFIELD PLAN 2

A. DESCRIPTION OF COSTS TO BE PAID WITH TAX INCREMENT REVENUES AND SUMMARY OF ELIGIBLE ACTIVITIES 2

B. ESTIMATE OF CAPTURED TAXABLE VALUE AND TAX INCREMENT REVENUES 3

C. METHOD OF FINANCING PLAN COSTS AND DESCRIPTION OF ADVANCES BY THE MUNICIPALITY 3

D. MAXIMUM AMOUNT OF NOTE OR BONDED INDEBTEDNESS. 3

E. DURATION OF BROWNFIELD PLAN 3

F. ESTIMATED IMPACT OF TAX INCREMENT FINANCING ON REVENUES OF TAXING JURISDICTIONS..... 4

G. LEGAL DESCRIPTION, PROPERTY MAP, PROPERTY CHARACTERISTICS AND PERSONAL PROPERTY 4

H. ESTIMATES OF RESIDENTS AND DISPLACEMENT OF FAMILIES 4

I. PLAN FOR RELOCATION OF DISPLACED PERSONS 4

J. PROVISIONS FOR RELOCATION COSTS..... 4

K. STRATEGY FOR COMPLIANCE WITH MICHIGAN’S RELOCATION ASSISTANCE LAW 4

L. DESCRIPTION OF THE PROPOSED USE OF LOCAL PROPERTY REMEDIATION REVOLVING FUND (LSRRF) 4

M. OTHER MATERIAL THAT THE AUTHORITY OR GOVERNING BODY CONSIDERS PERTINENT 5

APPENDIX A
ELIGIBLE ACTIVITIES COST TABLE

APPENDIX B
SUMMARY OF TAX INCREMENT FINANCING AND REIMBURSEMENT
OF ELIGIBLE ACTIVITIES

APPENDIX C
ALTA SURVEY DESCRIBED IN SECTION III(G) OF THIS PLAN

APPENDIX D
PROJECT CONCEPTUAL DRAWINGS

I. INTRODUCTION

A. PLAN PURPOSE

The Birmingham Brownfield Redevelopment Authority (Authority; BBRA), duly established by resolution of the Birmingham City Commission, pursuant to the Brownfield Redevelopment Financing Act, Michigan Public Act 381 of 1996, MCLA 125.2651 et. seq., as amended (Act 381), is authorized to exercise its powers within the limits of the City of Birmingham. The purpose of this Brownfield Plan (the Plan), to be implemented by the BBRA, is to satisfy the requirements of Act 381 for including the eligible property described below, designated as 34965 Woodward Avenue, Birmingham, Michigan (the "Property"), in a Brownfield Plan. The Property consists of one parcel of land that is a "facility" as defined by Part 201 of Michigan's Natural Resources and Environmental Protection Act (1994 P.A. 451, as amended). The Property is located within the boundaries of the City of Birmingham. The project will be constructed on the site of the existing Peabody's Restaurant and parking lot.

This Plan allows the BBRA to use tax increment revenue to reimburse the developer, Alden Development Group, LLC (ADG), for the costs of eligible activities required to prepare the Property for safe redevelopment and reuse (see Section III). Given the nature of the expenses proposed, the capture of tax increment generated by ADG's proposed redevelopment is necessary to ensure the economic viability of the redevelopment.

B. PROPERTY DESCRIPTION

The Property consists of one parcel of land occupying approximately 0.5 acres of land near the southwest corner of Woodward Avenue and Maple Road in the City of Birmingham. The parcel identification number is 08-19-36-207-008 and the property address 34965 Woodward Avenue, Birmingham, Michigan. Additional property description information is provided in Section III (G).

C. BASIS OF ELIGIBILITY

The Property is eligible for inclusion in this Brownfield Plan in accordance with MCL 125.2652(n) because the Property is a "facility" as defined by 1994 P.A. 451, as amended.

D. PROJECT DESCRIPTION

This redevelopment will take place on the property currently occupied by Peabody's Restaurant and its associated parking. Prior to the opening of the restaurant in 1975, operations on the Property included a feed and saw mill, blacksmith, machine shop, rail spur, and automotive repair. A Phase I environmental site assessment (ESA) of the Property was conducted in 2015. According to the Phase I ESA report, the historical operations were identified as an environmental concern. In addition, the north- and south- adjoining sites were listed contaminated sites. Records reviewed during the Phase I ESA indicated a vapor mitigation system was installed on the north- adjoining site because elevated levels of petroleum hydrocarbon constituents were measured in soil. The potential for vapor migration from the north- adjoining site on to the Property is an environmental concern. Finally, fill soil with asphalt millings, cinders, gravel, metal pieces, brick, and concrete was also identified as an environmental concern.

A Phase II ESA was conducted on the Property in 2015 to further evaluate the environmental concerns identified in the Phase I ESA report. A total of 19 soil borings were advanced on the Property and soil and groundwater samples were collected. Soil on the Property is contaminated with petroleum hydrocarbon constituents, including benzene, ethylbenzene and 1,2,4-trimethylbenzene, and heavy metals including arsenic copper, mercury, selenium and zinc. Soil contamination was encountered throughout the Property, and extended to at least 15 feet below ground surface (bgs). Groundwater contaminated with barium was encountered at a depth of 7 to 12 feet bgs.

The Property location is ideal for redevelopment. Upon approval of the BBRA, ADG expects to acquire the Property in early 2016; however, the redevelopment of the Property is hindered by the environmental challenges created by the presence of contaminated soil and groundwater on the Property and migrating from the north and northwest adjoining properties and hazardous building materials (asbestos) in the existing restaurant building.

ADG’s redevelopment plans address the City of Birmingham’s needs for additional high-end residential and commercial spaces while avoiding any increased demand for parking in the City’s central business district by providing it on site at significant expense. The redevelopment plans include demolition of the existing restaurant and parking lot, and construction of a multi-story, mixed-use, residential and retail/commercial building with a two-story underground parking garage, with 92 new parking spaces. Conceptual design drawings for the project are provided in Appendix D.

The total anticipated investment for the project is approximately \$30 million; creating approximately 400 new full-time office and retail jobs and 100 temporary construction jobs. The project will add significant tax base to the City of Birmingham, as well as stimulate additional commercial development and economic activity in the area.

II. GENERAL DEFINITIONS AS USED IN THIS PLAN

All words or phrases not defined herein shall have the same meaning as such words and phrases included in Act 381.

III. BROWNFIELD PLAN

A. DESCRIPTION OF COSTS TO BE PAID WITH TAX INCREMENT REVENUES AND SUMMARY OF ELIGIBLE ACTIVITIES

ADG will be reimbursed for the costs of eligible environmental activities necessary to prepare the Property for redevelopment. The costs of eligible activities included in, and authorized by, this Plan will be reimbursed with incremental local and school operating tax revenues generated by the Property after redevelopment and captured by the BBRA, subject to any limitations and conditions described in this Plan, approvals of the Michigan Department of Environmental Quality (MDEQ) for school operating tax capture, and the terms of a Reimbursement Agreement between ADG and the Authority (the “Reimbursement Agreement”). Administrative expenses of the BBRA will not be reimbursed through capture of incremental taxes.

No personal property taxes are projected to be captured by this Plan.

The estimated total cost of environmental activities eligible for reimbursement from tax increment revenues is \$1,334,738; however, costs may increase or decrease provided that the costs remain below the overall total approved amount of \$1,334,738. The eligible activities are summarized in Table 1 in Appendix A.

The individual costs of environmental activities eligible for reimbursement are estimated and may increase or decrease, depending on the nature and extent of unknown conditions encountered. No costs of eligible activities will be qualified for reimbursement except to the extent permitted in accordance with the terms and conditions of the Reimbursement Agreement and Section 2 of Act 381 of 1994, as amended (MCL 125.2652). The Reimbursement Agreement and this Plan will dictate the total cost of eligible activities subject to reimbursement. As long as the total cost limit described in this Plan is not exceeded, line item categories and costs of eligible activities may be adjusted without Plan amendment after the date of this Plan, to the extent the adjustments do not violate the terms of Act 381.

B. ESTIMATE OF CAPTURED TAXABLE VALUE AND TAX INCREMENT REVENUES

The estimated 2015 taxable value of the Property is \$658,060, which is the initial taxable value for this Plan. This value was obtained from the City of Birmingham Treasurer's Office. The anticipated taxable value at project completion is estimated to be \$7,500,000, based on 25% of the proposed development costs. For planning purposes, the taxable value for tax year 2018 is assumed to be 50% of the full taxable value, with the full value estimated by tax year 2019. The actual taxable value will be determined by the City Assessor.

The BBRA will capture 100% of the incremental local tax revenues generated from the Property to reimburse ADG for the costs of eligible activities under this Plan in accordance with the Reimbursement Agreement. The BBRA will capture 100% of the incremental school operating tax revenues generated from real property to reimburse the costs of eligible environmental activities pursuant to work plans approved by the MDEQ. Estimated taxable values, tax increment revenues to be captured, impacts on taxing jurisdictions, and eligible activities reimbursement cash flows are presented in Table 2 (Appendix B). The actual annual incremental taxable value and captured tax increment revenue will be determined by the City of Birmingham. The actual increased taxable value of the land and all future taxable improvements on the Property may vary.

It is the intent of this Plan to provide for the proportional capture of all eligible tax increments in whatever amounts and in whatever years they become available until all eligible costs described in the Plan are paid or 30 years, whichever is shorter. It is estimated that all eligible costs will be reimbursed within seven years. If the MDEQ elects not to participate in this Project, the portion of capture related to their proportionate share will be assumed by, made whole by, and become the responsibility of the other taxing entities to the extent allowed by Act 381.

C. METHOD OF FINANCING PLAN COSTS AND DESCRIPTION OF ADVANCES BY THE MUNICIPALITY

ADG is ultimately responsible for financing the costs of eligible activities included in this Plan. Neither the BBRA nor the City of Birmingham will advance any funds to finance the eligible activities. All Plan financing commitments and activities and cost reimbursements authorized under this Plan shall be governed by the Reimbursement Agreement. The inclusion of eligible activities and estimates of costs to be reimbursed in this Plan is intended to authorize the BBRA to fund such reimbursements. The amount and source of any tax increment revenues that will be used for purposes authorized by this Plan, and the terms and conditions for such use and upon any reimbursement of the expenses permitted by the Plan, will be provided solely under the Reimbursement Agreement.

Reimbursements under the Reimbursement Agreement shall not exceed the cost of eligible activities and reimbursement limits described in this Plan, unless it is further amended.

D. MAXIMUM AMOUNT OF NOTE OR BONDED INDEBTEDNESS

Not applicable.

E. DURATION OF BROWNFIELD PLAN

The duration of this Brownfield Plan for the Property shall not exceed the shorter of the following: reimbursement of all eligible costs, cumulatively not to exceed \$1,334,738, or 30 years tax capture after the first year of tax capture under this Plan. The date for beginning tax capture shall be 2018, unless otherwise amended by the BBRA. It is anticipated that the eligible expenses should be fully reimbursed

within seven years, at which point the full increment will be available to the municipality and the State for use.

F. ESTIMATED IMPACT OF TAX INCREMENT FINANCING ON REVENUES OF TAXING JURISDICTIONS

Incremental local and state tax revenues generated by the project will be captured by the BBRA until all incurred eligible brownfield redevelopment costs are reimbursed. The tax revenue available for capture by the BBRA will be split between local and state sources, with 50.002% being reimbursed with local tax revenues and 49.998% being reimbursed with state tax revenues, based on the millage rates obtained from the City of Birmingham Treasurer’s Office. The impact of the BBRA incremental tax capture on local taxing authorities is presented in Table 2 (Appendix B).

G. LEGAL DESCRIPTION, PROPERTY MAP, PROPERTY CHARACTERISTICS AND PERSONAL PROPERTY

The property consists of single, approximately 0.5-acre parcel with a current address of 34965 Woodward Avenue, Birmingham, Michigan. A legal description and an ALTA survey of the Property are included in Appendix C.

H. ESTIMATES OF RESIDENTS AND DISPLACEMENT OF FAMILIES

No occupied residences are involved in the redevelopment, no persons reside at the Property, and no families or individuals will be displaced as a result of this development. Therefore, a demographic survey and information regarding housing in the community are not applicable and are not needed for this Plan.

I. PLAN FOR RELOCATION OF DISPLACED PERSONS

No persons will be displaced as a result of this development; therefore, a Plan for relocation of displaced persons is not applicable and is not needed for this Plan.

J. PROVISIONS FOR RELOCATION COSTS

No persons will be displaced as result of this development and no relocation costs will be incurred; therefore, provision for relocation costs is not applicable and is not needed for this Plan.

K. STRATEGY FOR COMPLIANCE WITH MICHIGAN’S RELOCATION ASSISTANCE LAW

No persons will be displaced as result of this development; therefore, no relocation assistance strategy is needed for this Plan.

L. DESCRIPTION OF THE PROPOSED USE OF LOCAL PROPERTY REMEDIATION REVOLVING FUND (LSRRF)

The BBRA has decided not to capture incremental revenues for their LSRRF for this Plan.

**M. OTHER MATERIAL THAT THE AUTHORITY OR GOVERNING BODY
CONSIDERS PERTINENT**

There is no other material that the BBRA or governing body considers pertinent.

APPENDIX A

ELIGIBLE ACTIVITIES COST TABLE

Table 1
Brownfield Eligible Activities Cost Summary
34948 Woodward Avenue Redevelopment
Birmingham, Michigan
SME Project No: 072734.01
3/22/2018

ELIGIBLE ACTIVITIES												TWP SOURCES	
TASK/ACTIVITY	COST ITEM	BROWNFIELD UNIT COST	GREENFIELD UNIT COST	UNITS	QUANTITY	BROWNFIELD COST (Extra costs incurred due to presence of contamination)	GREENFIELD COST (Development costs for a non-contaminated site)	ELIGIBLE COST (Brownfield cost + Greenfield cost)	Local	State			
ENVIRONMENTAL ACTIVITIES													
Environmental Response Activities													
Site Demolition ¹	Demolition of restaurant building and basement and removal of the existing pavements and driveways	\$0	\$120,000	ea	1	\$0	\$120,000	\$120,000	\$0	\$120,000	\$0	\$120,000	
	Hazardous materials assessment	\$20,000	\$0	ea	1	\$20,000	\$0						
	Hazardous materials abatement												
	Abatement design and monitoring	\$20,000	\$0	ea	1	\$20,000	\$0						
	ACM roofing abatement	\$0	\$0	sq. ft.	6,000	\$36,000	\$0						
	ACM pipe insulation abatement	\$10	\$0	lb	800	\$8,000	\$0						
	ACM floor tile, ceiling tile and base board abatement	\$2	\$0	sq. ft.	2,000	\$4,000	\$0						
	ACM plaster and wall board system abatement	\$8	\$0	sq. ft.	10,000	\$80,000	\$0						
							Environmental Response Activities Subtotal:	\$196,000	\$0	\$196,000	\$0	\$196,000	
ESA Activities													
Phase I ESA	Phase I ESA, Update	\$8,000	\$0	ea	1	\$8,000	\$0	\$8,000	\$2,800	\$2,800	\$0	\$2,800	
Phase II ESA/SEA	Phase II ESA	\$30,000	\$0	ea	1	\$30,000	\$0	\$30,000	\$17,400	\$17,400	\$0	\$17,400	
	SEA report	\$8,000	\$0	ea	1	\$8,000	\$0	\$8,000	\$10,800	\$10,800	\$0	\$10,800	
							ESA Activities Subtotal:	\$46,000	\$0	\$46,000	\$0	\$46,000	
Due Care Activities													
Documentation of Due Care Compliance	Preparation of due care compliance documentation, in accordance with Part 201 (Due Care, Construction and Post-Construction)	\$3,800	\$0	ea	2	\$7,600	\$0	\$7,600	\$3,800	\$3,800	\$0	\$3,800	
Due Care Response Activity Planning and Management	Evaluate and design engineering controls and remediation plans for response activities. Due care consulting and management during contractor bidding and throughout the construction phase	\$20,000	\$0	ea	1	\$20,000	\$0	\$23,750	\$36,870	\$36,870	\$0	\$36,870	
	On-site remediation activation observation	\$1,800	\$0	days	30	\$48,000	\$0						
	Verification sampling, analysis and documentation	\$380	\$0	per sample	25	\$8,750	\$0						
Site Specific Health and Safety Plan	Health and Safety Plan for consultants and contractors	\$800	\$0	ea	1	\$800	\$0	\$800	\$290	\$290	\$0	\$290	
Soil Management	Disposal characterization sampling and analysis	\$8,000	\$0	ea	1	\$8,000	\$0	\$498,000	\$227,491	\$227,908	\$0	\$227,908	
	Transport of non-contaminated clay soil (other than a landfill)	\$0	\$3	tons	30,000	\$0	\$90,000						
	Transport and disposal of contaminated fill soil (Type II landfill)	\$18	\$0	tons	13,000	\$234,000	\$0						
	Transport and disposal of contaminated clay soil (Type I landfill)	\$18	\$0	tons	17,000	\$306,000	\$0						
Groundwater Management	Rental of on-site truck storage tank for temporary on-site groundwater storage	\$300	\$0	day	80	\$18,000	\$0	\$89,000	\$44,498	\$44,902	\$0	\$44,902	
	Groundwater disposal characterization sampling	\$1,000	\$0	ea	1	\$1,000	\$0						
	Discharge non-contaminated water in municipal sanitary system (w/ permit)	\$0	\$0.18	gal	200,000	\$0	\$36,000						
	On-site treatment and discharge contaminated water in municipal system (w/ permit)	\$0.90	\$0	gal	200,000	\$180,000	\$0						
Prevent Escalation of Contaminated Soil via Soil Transport and Dust	Characterization sampling	\$800	\$0	ea	1	\$800	\$0	\$3,000	\$1,800	\$1,800	\$0	\$1,800	
	Dust suppression	\$300	\$0	day	48	\$13,920	\$13,920						
	Non-contaminated street overpasses transport and disposal	\$0	\$11	cyd	200	\$0	\$2,200						
	Contaminated street overpasses transport and disposal	\$23	\$0	cyd	200	\$4,600	\$0						
Chemical Vapor Mitigation Controls	Design vapor retarding system	\$20,000	\$0	ea	1	\$20,000	\$0	\$240,000	\$188,963	\$170,007	\$0	\$188,963	
	Install vapor retarding membrane below building floor and sidewalk	\$8	\$0	sq. ft.	90,000	\$72,000	\$0						
	Installation monitoring, quality control testing (weekly tests)	\$20,000	\$0	ea	1	\$20,000	\$0						
							Due Care Activities Subtotal:	\$688,298	\$488,196	\$488,144	\$0	\$488,144	
							Environmental Activities Subtotal:	\$1,143,298	\$871,682	\$871,648	\$0	\$871,648	
							Environmental Activities Subtotal:	\$1,143,298	\$871,682	\$871,648	\$0	\$871,648	
							Environmental Activities Subtotal:	\$1,143,298	\$871,682	\$871,648	\$0	\$871,648	
Brownfield Work Plans													
Preparation and review of Brownfield Plan and Act 361 Work Plan	Brownfield Plan	\$8,000	\$0	ea	1	\$8,000	\$0	\$8,000	\$6,000	\$6,000	\$0	\$6,000	
	Act 361 Work Plan	\$18,000	\$0	ea	1	\$18,000	\$0	\$18,000	\$7,800	\$7,800	\$0	\$7,800	
							Brownfield Work Plans Subtotal:	\$26,000	\$13,800	\$13,800	\$0	\$13,800	
							Brownfield Work Plans Subtotal:	\$26,000	\$13,800	\$13,800	\$0	\$13,800	
							Brownfield Work Plans Subtotal:	\$26,000	\$13,800	\$13,800	\$0	\$13,800	
							Brownfield Work Plans Subtotal:	\$26,000	\$13,800	\$13,800	\$0	\$13,800	
							Brownfield Work Plans Subtotal:	\$26,000	\$13,800	\$13,800	\$0	\$13,800	
							Brownfield Work Plans Subtotal:	\$26,000	\$13,800	\$13,800	\$0	\$13,800	
							Brownfield Work Plans Subtotal:	\$26,000	\$13,800	\$13,800	\$0	\$13,800	
							Brownfield Work Plans Subtotal:	\$26,000	\$13,800	\$13,800	\$0	\$13,800	
							Brownfield Work Plans Subtotal:	\$26,000	\$13,800	\$13,800	\$0	\$13,800	
							Brownfield Work Plans Subtotal:	\$26,000	\$13,800	\$13,800	\$0	\$13,800	
							Brownfield Work Plans Subtotal:	\$26,000	\$13,800	\$13,800	\$0	\$13,800	
							Brownfield Work Plans Subtotal:	\$26,000	\$13,800	\$13,800	\$0	\$13,800	
							Brownfield Work Plans Subtotal:	\$26,000	\$13,800	\$13,800	\$0	\$13,800	
							Brownfield Work Plans Subtotal:	\$26,000	\$13,800	\$13,800	\$0	\$13,800	
							Brownfield Work Plans Subtotal:	\$26,000	\$13,800	\$13,800	\$0	\$13,800	
							Brownfield Work Plans Subtotal:	\$26,000	\$13,800	\$13,800	\$0	\$13,800	
							Brownfield Work Plans Subtotal:	\$26,000	\$13,800	\$13,800	\$0	\$13,800	
							Brownfield Work Plans Subtotal:	\$26,000	\$13,800	\$13,800	\$0	\$13,800	
							Brownfield Work Plans Subtotal:	\$26,000	\$13,800	\$13,800	\$0	\$13,800	
							Brownfield Work Plans Subtotal:	\$26,000	\$13,800	\$13,800	\$0	\$13,800	
							Brownfield Work Plans Subtotal:	\$26,000	\$13,800	\$13,800	\$0	\$13,800	
							Brownfield Work Plans Subtotal:	\$26,000	\$13,800	\$13,800	\$0	\$13,800	
							Brownfield Work Plans Subtotal:	\$26,000	\$13,800	\$13,800	\$0	\$13,800	
							Brownfield Work Plans Subtotal:	\$26,000	\$13,800	\$13,800	\$0	\$13,800	
							Brownfield Work Plans Subtotal:	\$26,000	\$13,800	\$13,800	\$0	\$13,800	
							Brownfield Work Plans Subtotal:	\$26,000	\$13,800	\$13,800	\$0	\$13,800	
							Brownfield Work Plans Subtotal:	\$26,000	\$13,800	\$13,800	\$0	\$13,800	
							Brownfield Work Plans Subtotal:	\$26,000	\$13,800	\$13,800	\$0	\$13,800	
							Brownfield Work Plans Subtotal:	\$26,000	\$13,800	\$13,800	\$0	\$13,800	
							Brownfield Work Plans Subtotal:	\$26,000	\$13,800	\$13,800	\$0	\$13,800	
							Brownfield Work Plans Subtotal:	\$26,000	\$13,800	\$13,800	\$0	\$13,800	
							Brownfield Work Plans Subtotal:	\$26,000	\$13,800	\$13,800	\$0	\$13,800	
							Brownfield Work Plans Subtotal:	\$26,000	\$13,800	\$13,800	\$0	\$13,800	
							Brownfield Work Plans Subtotal:	\$26,000	\$13,800	\$13,800	\$0	\$13,800	
							Brownfield Work Plans Subtotal:	\$26,000	\$13,800	\$13,800	\$0	\$13,800	
							Brownfield Work Plans Subtotal:	\$26,000	\$13,800	\$13,800	\$0	\$13,800	
							Brownfield Work Plans Subtotal:	\$26,000	\$13,800	\$13,800	\$0	\$13,800	
							Brownfield Work Plans Subtotal:	\$26,000	\$13,800	\$13,800	\$0	\$13,800	
							Brownfield Work Plans Subtotal:	\$26,000	\$13,800	\$13,800	\$0	\$13,800	
							Brownfield Work Plans Subtotal:	\$26,000	\$13,800	\$13,800	\$0	\$13,800	
							Brownfield Work Plans Subtotal:	\$26,000	\$13,800	\$13,800	\$0	\$13,800	
							Brownfield Work Plans Subtotal:	\$26,000	\$13,800	\$13,800	\$0	\$13,800	
							Brownfield Work Plans Subtotal:	\$26,000	\$13,800	\$13,800	\$0	\$13,800	
							Brownfield Work Plans Subtotal:	\$26,000	\$13,800	\$13,800	\$0	\$13,800	
							Brownfield Work Plans Subtotal:	\$26,000	\$13,800	\$13,800	\$0	\$13,800	
							Brownfield Work Plans Subtotal:	\$26,000	\$13,800	\$13,800	\$0	\$13,800	
							Brownfield Work Plans Subtotal:	\$26,000	\$13,800	\$13,800	\$0	\$13,800	
							Brownfield Work Plans Subtotal:	\$26,000	\$13,800	\$13,800	\$0	\$13,800	
							Brownfield Work Plans Subtotal:	\$26,000	\$13,800	\$13,800	\$0	\$13,800	
							Brownfield Work Plans Subtotal:	\$26,000	\$13,800	\$13,800	\$0	\$13,800	
							Brownfield Work Plans Subtotal:	\$26,000	\$13,800	\$13,800	\$0	\$13,800	
							Brownfield Work Plans Subtotal:	\$26,000	\$13,800	\$13,800	\$0	\$13,800	
							Brownfield Work Plans Subtotal:	\$26,000	\$13,800	\$13,800	\$0	\$13,800	
							Brownfield Work Plans Subtotal:	\$26,000	\$13,800	\$13,800	\$0	\$13,800	
							Brownfield Work Plans Subtotal:	\$26,000	\$13,800	\$13,800	\$0	\$13,800	
							Brownfield Work Plans Subtotal:	\$26,000	\$13,800	\$13,800	\$0	\$13,800	
							Brownfield Work Plans Subtotal:	\$26,000	\$13,800	\$13,800	\$0	\$13,800	
							Brownfield Work Plans Subtotal:	\$26,000	\$13,800	\$13,800	\$0	\$13,800	

APPENDIX B

**SUMMARY OF TAX INCREMENT FINANCING AND REIMBURSEMENT OF
ELIGIBLE ACTIVITIES**

Table 2
Impact to Taxing Jurisdictions Summary
3496S Woodward Avenue Redevelopment
Birmingham, Michigan
SME Project No: 072734.01
3/18/2018

		2017 (Y1)	2018 (Y2)	2019 (Y3)	2020 (Y4)	2021 (Y5)	2022 (Y6)	2023 (Y7)	2024 (Y8)	2025 (Y9)	2026 (Y10)	2027 (Y11)	2028 (Y12)	2029 (Y13)	2030 (Y14)	2031 (Y15)	
Initial Taxable Value	\$	636,080															TOTALS
Taxable Value after Improvement ¹⁾	\$	636,080	\$ 2,730,000	\$ 7,500,000	\$ 7,579,000	\$ 7,850,730	\$ 7,727,256	\$ 7,804,530	\$ 7,882,379	\$ 7,961,401	\$ 8,041,015	\$ 8,121,425	\$ 8,202,640	\$ 8,284,066	\$ 8,367,513	\$ 8,451,186	
Total Capturable Taxable Value	\$	-	\$ 3,091,940	\$ 8,841,840	\$ 6,816,940	\$ 6,992,990	\$ 7,049,190	\$ 7,149,670	\$ 7,224,918	\$ 7,303,341	\$ 7,382,968	\$ 7,463,568	\$ 7,544,990	\$ 7,626,808	\$ 7,709,483	\$ 7,793,176	
State Taxes - Millages																	
State Education Tax (SET)	\$	6,000	\$ -	\$ 18,332	\$ 41,032	\$ 41,302	\$ 41,098	\$ 42,415	\$ 42,879	\$ 43,347	\$ 43,820	\$ 44,298	\$ 44,780	\$ 45,267	\$ 45,760	\$ 46,257	
School Operating	\$	19,000	\$ -	\$ 95,836	\$ 123,138	\$ 124,305	\$ 125,889	\$ 127,248	\$ 128,828	\$ 130,041	\$ 131,480	\$ 132,883	\$ 134,341	\$ 135,802	\$ 137,278	\$ 138,770	
Total State Millages Available for Capture by BRA	\$	24,000	\$ -	\$ 74,307	\$ 164,307	\$ 166,007	\$ 167,834	\$ 169,661	\$ 171,819	\$ 173,368	\$ 175,290	\$ 177,191	\$ 179,121	\$ 181,068	\$ 183,029	\$ 185,027	
Local Taxes - Millages (2018)																	
City Operating	\$	11,4943	\$ -	\$ 35,940	\$ 78,843	\$ 79,309	\$ 80,378	\$ 81,235	\$ 82,144	\$ 83,041	\$ 83,947	\$ 84,862	\$ 85,786	\$ 86,720	\$ 87,662	\$ 88,613	
City Ref	\$	0,9170	\$ -	\$ 2,835	\$ 6,274	\$ 6,343	\$ 6,412	\$ 6,482	\$ 6,553	\$ 6,625	\$ 6,697	\$ 6,770	\$ 6,844	\$ 6,918	\$ 6,994	\$ 7,070	
Liveway	\$	1,1000	\$ -	\$ 3,401	\$ 7,328	\$ 7,808	\$ 7,882	\$ 7,976	\$ 8,061	\$ 8,147	\$ 8,234	\$ 8,321	\$ 8,409	\$ 8,498	\$ 8,588	\$ 8,679	
OCC	\$	1,5819	\$ -	\$ 4,881	\$ 10,823	\$ 10,942	\$ 11,062	\$ 11,183	\$ 11,305	\$ 11,428	\$ 11,553	\$ 11,679	\$ 11,806	\$ 11,935	\$ 12,065	\$ 12,196	
PR/HCHA	\$	4,5456	\$ -	\$ 14,055	\$ 31,101	\$ 31,442	\$ 31,786	\$ 32,134	\$ 32,485	\$ 32,840	\$ 33,198	\$ 33,560	\$ 33,925	\$ 34,295	\$ 34,668	\$ 35,044	
CR	\$	3,3833	\$ -	\$ 10,388	\$ 23,011	\$ 23,284	\$ 23,519	\$ 23,778	\$ 24,038	\$ 24,298	\$ 24,563	\$ 24,831	\$ 25,102	\$ 25,375	\$ 25,651	\$ 25,929	
OCPTA	\$	6,9896	\$ -	\$ 3,081	\$ 6,841	\$ 6,918	\$ 6,991	\$ 7,068	\$ 7,145	\$ 7,223	\$ 7,302	\$ 7,381	\$ 7,462	\$ 7,543	\$ 7,625	\$ 7,708	
Total Local Millages Available for Capture by BRA	\$	24,0019	\$ -	\$ 74,212	\$ 164,219	\$ 166,021	\$ 167,836	\$ 169,674	\$ 171,529	\$ 173,487	\$ 175,454	\$ 177,424	\$ 179,398	\$ 181,368	\$ 183,335	\$ 185,302	
Total Available Tax Capture by BRA (Local + State Millages)	\$	48,0019	\$ -	\$ 148,519	\$ 328,529	\$ 332,029	\$ 338,663	\$ 340,339	\$ 343,644	\$ 346,796	\$ 350,076	\$ 354,398	\$ 358,796	\$ 363,263	\$ 367,895	\$ 372,609	TOTALS
City Administrative (Local only)	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
State Revolving Fund (3 mills)	\$	-	\$ -	\$ 9,278	\$ 20,528	\$ 20,751	\$ 20,978	\$ 21,209	\$ 21,440	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Annual State Increment Capture by BRA for Reimbursement	\$	-	\$ 84,931	\$ 143,881	\$ 145,256	\$ 146,848	\$ 148,453	\$ 15,729	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Annual Local Increment Capture by BRA for Reimbursement	\$	-	\$ 74,212	\$ 164,219	\$ 166,021	\$ 167,836	\$ 169,674	\$ 171,529	\$ 173,487	\$ 175,454	\$ 177,424	\$ 179,398	\$ 181,368	\$ 183,335	\$ 185,302	\$ 187,270	
Total Annual Increment Capture by BRA for Reimbursement ²⁾	\$	-	\$ 159,143	\$ 307,900	\$ 311,277	\$ 314,684	\$ 318,096	\$ 320,729	\$ 325,000	\$ 330,904	\$ 337,822	\$ 344,796	\$ 351,764	\$ 359,098	\$ 366,602	\$ 374,570	
Non-Environmental Costs																	
State Tax Reimbursement	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Unreimbursed Non-Environmental Costs (State portion)	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Local Tax Reimbursement	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Unreimbursed Non-Environmental Costs (Local portion)	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Unreimbursed Non-Environmental Costs	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Environmental Costs																	TOTALS
State Tax Reimbursement	\$	-	\$ 84,931	\$ 143,881	\$ 145,256	\$ 146,848	\$ 148,453	\$ 15,729	\$ 0,228	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Unreimbursed Environmental Costs (State portion)	\$	637,386	\$ 637,386	\$ 982,464	\$ 448,783	\$ 383,537	\$ 156,881	\$ 8,228	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Local Tax Reimbursement	\$	-	\$ -	\$ 74,212	\$ 164,219	\$ 166,021	\$ 167,836	\$ 169,674	\$ 171,529	\$ 173,487	\$ 175,454	\$ 177,424	\$ 179,398	\$ 181,368	\$ 183,335	\$ 185,302	
Unreimbursed Environmental Costs (Local portion)	\$	637,342	\$ 637,342	\$ 583,130	\$ 418,911	\$ 252,880	\$ 85,052	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Unreimbursed Environmental Costs	\$	1,314,737	\$ 1,314,737	\$ 1,175,594	\$ 667,694	\$ 669,617	\$ 243,733	\$ 8,228	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Brownfield Plan Costs																	
State Tax Reimbursement	\$	-	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	
Unreimbursed Brownfield Plan Costs (State portion)	\$	7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	
Local Tax Reimbursement	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Unreimbursed Brownfield Plan Costs (Local portion)	\$	12,500	\$ 12,500	\$ 12,500	\$ 12,500	\$ 12,500	\$ 12,500	\$ 12,500	\$ 12,500	\$ 12,500	\$ 12,500	\$ 12,500	\$ 12,500	\$ 12,500	\$ 12,500	\$ 12,500	
Unreimbursed Brownfield Costs	\$	20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	
Annual Reimbursement to Developer	\$	-	\$ 129,143	\$ 307,900	\$ 311,277	\$ 314,684	\$ 318,096	\$ 320,729	\$ 325,000	\$ 330,904	\$ 337,822	\$ 344,796	\$ 351,764	\$ 359,098	\$ 366,602	\$ 374,570	

Notes:
¹⁾ Assumes 50% taxable value by December of 2017. Taxable value growth calculated at 1% per year after full value is reached by December 2018.
²⁾ This projection does not include personal property tax due to the uncertainty of availability; however, if available, personal property tax will be captured.

APPENDIX C

LEGAL DESCRIPTION DESCRIBED IN SECTION III(G) OF THIS PLAN

APPENDIX D

PROJECT CONCEPTUAL DRAWINGS

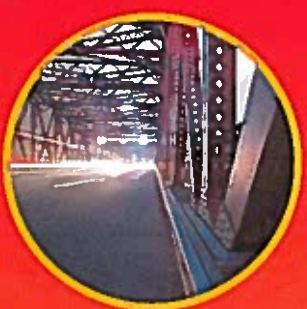
34965 Woodward Avenue
Birmingham, AL 35209



PROPOSED FRONT ELEVATION

CHRISTOPHER J. LONGE AIA
ARCHITECTURE
INTERIORS
1211 Parkway Birmingham, Michigan 48202 248.281.0140

10/28/2015
SD.7



*Passionate People Building
and Revitalizing our World*



Exhibit C

**Brownfield Request for Cost Reimbursement
For Eligible Activities**

Date: _____

Listed below are total costs expended for each eligible activity category for the expenses being submitted with this request. Attached is evidence of each cost item, including proof of payment and detailed invoices.

Eligible Activity Category		Total Cost
1.	Phase I/Phase II/BEA	
2.	Due Care Activities	
3.	Additional Response Activities	
4.	Asbestos Abatement	
5.	Brownfield Plan preparation	
	Total Cost Reimbursement Request	

I certify that the information submitted on and with this Request for Cost Reimbursement is accurate and is an eligible cost described in the Brownfield Plan for this project approved by the City Council of the City of Birmingham.

Developer: _____

Signature: _____

Title: _____

Address: _____

February 18, 2016
Brownfield Redevelopment Authority

2. Resolution approving the Brownfield Plan and associated Reimbursement Agreement pertaining to the Brownfield Plan for 34965 Woodward Ave. (Peabody's Restaurant) and requesting the city clerk to forward the Brownfield Plan and Reimbursement Agreement to the Birmingham City Commission for their review and consideration.

Ms. Ecker offered background. In December 2015, the owner of the above-captioned property submitted a draft Brownfield Plan ("the Plan") to the City in anticipation of the construction of a new mixed-use, five-story development proposed for the site. The Plan outlines numerous environmental concerns on the site, including historical operations performed at the site, contamination from adjacent sites that has migrated onto the site, and contamination on the subject site, including the presence of petroleum hydrocarbon constituents and heavy metals in the soil, and barium in the groundwater.

City staff, the city attorney and our environmental consultants at AKT Peerless reviewed the draft Plan and requested additional information on the extent of the contamination. The applicant submitted a more detailed Plan, and the City provided comments and suggested several changes. On January 27, 2016, the applicant submitted a revised Plan reflecting the changes discussed, requesting the reimbursement of \$1,438,238.00 in environmental cleanup costs in order to clean the site to meet the Michigan Department of Environmental Quality standards.

Ms. Ecker advised that both the City's legal counsel and the City's environmental consultant have reviewed the Brownfield Plan for 34965 Woodward, and all requested amendments have been made by the applicant.

Mr. Chris Longe, the architect, provided a general idea of what the proposed building will look like. It will be mixed-use and will step back at the fifth floor. The components of floors 2 and 3 have not been determined; however floors 4 and 5 must be residential. They anticipate two floors of underground parking for 88 spaces. The building materials will be limestone with steel windows. This will be a significant structure on Woodward Ave.

In response to Chairperson Gotthelf, Ms. Ecker replied the Peabody Building is not a historic site and it is not located in a historic district.

Mr. Dan Cassidy, Vice President of SME, summarized the background as it relates to the Environmental Site Assessment. From an engineering perspective it will be a significant challenge to construct so they don't undermine the structure and integrity of the Greenleaf foundation while developing the foundation system for the new building.

Throughout time there were many different structures and uses on the property. Soil and groundwater at the property is contaminated with concentrations of metals and volatile organic compounds that exceed Michigan's cleanup and safe use standards. As to the existing building, there are a number of suspect building materials that contain asbestos, and probably lead paint that will have to be assessed and abated.

Looking at the Brownfield Plan, the group studied the table relating to costs. The demolition is categorized as a necessary environmental activity because impacted fill that is below Peabody's must be removed. However, they have omitted that cost from their request. The hazardous materials assessment and abatement (estimates) have been left in. Expenses related to BEA activities, Due Care Activities, and Soil Management were discussed.

Chairperson Gotthelf thought it might be helpful to have a workshop with staff and with the City Commission so that the Authority understands the direction they should take in the future as the City evolves. Discussion turned to the disposal of fill that comes off of a site. At times it may be relatively clean and can be sold and re-used. Therefore, the person taking it away is going to absorb the transportation costs.

The chairperson asked staff to put together a comparison of all general costs that were requested and approved on the sites where the Authority has already asked for reimbursement. That will provide some guidance and consistency for this site and a running chart can be kept for reference in the future.

Mr. Cassidy explained that installing a vapor barrier is a likely potential cost. They are installed on the exterior of the foundation walls to prevent vapors from migrating through the foundation walls or up through floors and into the interior space. Mr. Robertson commented he would put one in every time as a precaution. Mr. Cassidy noted there are definitely contaminants coming from the Greenleaf property to the south. There is a question mark on the Peabody side, and supportive evidence with the chemical results to the north. They included the vapor barrier but hope not to incur the cost. However, they want it in their request as a contingency in case it is needed.

Mr. Cassidy went on to discuss groundwater management. Their request is in the ballpark of what they incurred on the Balmoral and Greenleaf projects. They are asking for the difference between what would normally be incurred on a construction project and what would be incurred because this is a Brownfield site. Their goal is to get the project done in compliance with State law as cost effectively as possible.

The only other item remaining is dust suppression. They anticipate that the dust is contaminated and has to be disposed of differently. Again, they are asking for the difference between what would normally be incurred on a construction project and what would be incurred because this is a Brownfield site.

It was concluded that payback on the project would occur in year seven. Values in the City are not only holding, but increasing.

Mr. Matthew Shiffman, one of the developers of the proposed Peabody project, said they have taken a careful look at the parking issues and the parking report that has been developed by the City. They are trying to self-contain their parking and even add additional spaces. The Peabody project covers the requirements on the residential but it puts all the burden of office and retail into the parking structure. On the Brookside Terrace project they are at \$75,000 per space for the second level down. The first level is cheaper. Because of that they will charge premiums for the ability to create additional parking for their users. They are trying to be

thoughtful of what is taking place in the City. Additionally, he will ask the owners for a timing extension on the closing in order to give the Authority time to study the comparison costs that will be provided by staff. Lastly, Mr. Shiffman added they are working hard with the owner of the frame shop and hope to be able to incorporate it in the project.

Mr. Robertson assured the developer it isn't that there won't be a Brownfield; it is the amount that is in question.

Motion by Mr. Robertson

Seconded by Mr. Runco to postpone 34965 Woodward Ave. (Peabody's Restaurant) to Wednesday, March 9 at 8:30 a.m.

Voice

Vote: Yeas, Robertson, Runco, Gotthelf, Zabriskie

Nays, 0

Absent, Torcolacci

Motion carried, 4-0.

March 9, 2016
DRAFT Brownfield Authority Minutes

3. Resolution approving the Brownfield Plan and associated Reimbursement Agreement pertaining to the Brownfield Plan for 34965 Woodward Ave. (Peabody's Restaurant) and requesting the city clerk to forward the Brownfield Plan and Reimbursement Agreement to the Birmingham City Commission for their review and consideration.

Ms. Ecker recalled at the last meeting the board had asked for a summary chart of the other Brownfield plans that have been approved along that block of Woodward Ave. They wanted to be consistent with costs that were paid in the past. The chart has been completed and it includes the Balmoral Place property and the Greenleaf Trust Building that are on each side of the Peabody's site. Also included is a table of actual costs that were in each Brownfield Plan.

Mr. Robertson noted the board paid for sealed sheet piles and a vapor barrier on the Greenleaf Building. Mr. Cassidy responded that with the Greenleaf Building they were concerned about groundwater contamination from JAX Car Wash migrating back into their property. One way to prevent that was to seal the steel sheeting and install a vapor barrier on all four sides and underneath the building. With Balmoral they did not think a vapor barrier was necessary.

Mr. Robertson continued. Under Soil Management, soil will not be hauled away for free under the Brownfield because a Greenfield would have a haul away cost anyway.

Mr. Cassidy said there is evidence on the Peabody's site that a vapor barrier will be necessary on all four sides and the bottom, especially with what happened on Greenleaf. They will work to see how the cost can be minimized. Mr. Siegel added the banks and the State have been pushing for the installation of vapor barriers in many instances as a proactive measure when there is evidence contamination may be present.

Mr. Cassidy went on to note that the excavation on the Peabody's site was discounted because there was recognition the second level down would come out anyway. There is a \$3 discount/cubic yd. which equates to ton. Acting Chairperson Runco verified there are some sites in town that are looking for clay. Mr. Cassidy indicated they always make those inquiries for projects they work on.

Discussion followed as to when construction might start. Ms. Ecker estimated it will take them three to six months to get through the approval and the permitting process. Therefore construction might start in late Summer.

Motion by Mr. Robertson

Seconded by Mr. Zabriskie to approve the Brownfield Redevelopment Plan for 34965 Woodward Ave. subject to changing the Soil Management number to an adjustment on the Greenfield side of \$3/ton for hauling away Greenfield dirt.

Voice

Vote: Yeas, Robertson, Zabriskie, Runco
Nays, 0

Absent, Gotthelf, Torcolacci

Motion carried, 3-0.

Mr. Siegel emphasized their goal is to minimize costs so as not to run up a big bill.

Mr. Cassidy inquired whether the board has considered interest to be included in this Plan. Board members encouraged them to skip it. Acting Chairman Runco noted that might be something to add to the application.

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, April 25, 2016, 7:30 PM Municipal Building, 151 Martin, Birmingham, MI
Meeting Date, Time, Location:	HEARING OF CONFIRMATION FOR SPECIAL ASSESSMENT DISTRICT Monday, May 9, 2016, 7:30 PM Municipal Building, 151 Martin, Birmingham, MI
Location:	Webster Avenue Paving Project Area
Nature of Improvement:	Installation of sewer laterals
City Staff Contact:	Paul O'Meara 248.530.1836 pomeara@bhamgov.org
Notice Requirements:	Mail to affected property owners Publish April 10 th and April 17 th , 2016
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

Engineering Dept.

DATE: April 18, 2016

TO: Joseph Valentine, City Manager

FROM: Paul T. O'Meara, City Engineer

SUBJECT: Webster Ave. Paving Project
Sewer Lateral Replacement Special Assessment District
Public Hearing

At the Commission meeting of March 28, 2016, the City Commission set a date of April 25, 2016 to hold a public hearing of necessity for the replacement of sewer laterals located within the limits of the Webster Ave. Paving Project. Also at that meeting, a confirmation hearing date of May 9, 2016 was set, should the assessment district be authorized. Attached for your information are the previous report that was prepared on this subject, as well as the public hearing notice most recently sent out.

Every owner in the district has been sent the attached letter. To date, our office has received questions from several homeowners asking the usual questions that come up for a project of this nature. No comments of objection to the sewer replacements have been received.

A suggested resolution has been prepared below should the Commission wish to consider authorizing this project.

SUGGESTED RESOLUTION (SEWER LATERAL REPLACEMENT):

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 Webster Ave. from Adams Rd. to Eton Rd.

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 \$48 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:

"Leinbach – Humphrey's Woodward Ave. Subdivision"

Lots 97-100 inclusive, the easterly 40 ft. of lot 101, the westerly 25 ft. of lot 104, lots 105, 106, the easterly 20 ft. of lot 107, lots 114-122 inclusive, the easterly 20 ft. of lot 123, lots 125, 127, 128, lots 132-137 inclusive, lots 140, 141, 145-149 inclusive, lots 151, 152, 155, 158, lots 161-173 inclusive, the westerly 218.05 ft. of lot 174, the easterly 10 ft. of lot 177, lots 178-186 inclusive, the westerly 30 ft. of lot 187, lots 189, 190.

"Birmingham Gardens"

Lots 420, 421, 424-427 inclusive, the easterly 15 ft. of lot 428, the westerly 25 ft. of lot 430, lots 431, 432, the easterly 35.40 ft. of lot 433, lot 435, the westerly 10 ft. of lot 436, the easterly 20 ft. of lot 437, lots 438, 439, the easterly 30 ft. of lot 441, lots 442-445 inclusive, the westerly 10 ft. of lot 446.

RESOLVED, that the Commission shall meet on Monday, May 9, 2016, at 7:30 P.M., for the purpose of conducting a public hearing to confirm the roll for the replacement of sewer laterals within the Webster Ave. Paving Project.

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, April 25, 2016, 7:30 PM Municipal Building, 151 Martin, Birmingham, MI
Meeting Date, Time, Location:	HEARING OF CONFIRMATION FOR SPECIAL ASSESSMENT DISTRICT Monday, May 9, 2016, 7:30 PM Municipal Building, 151 Martin, Birmingham, MI
Location:	Webster Avenue Paving Project Area
Nature of Improvement:	Installation of sewer laterals
City Staff Contact:	Paul O'Meara 248.530.1836 pomeara@bhamgov.org
Notice Requirements:	Mail to affected property owners Publish April 10 th and April 17 th , 2016
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.



March 31, 2016

TO: Property Owners

RE: Webster Ave. Paving Project
Sewer Lateral Replacement

The City of Birmingham has scheduled significant work on your street during the 2016 construction season. Upgrades to the water and sewer system, and complete street replacement are planned. More information relative to the project itself will be forwarded in the coming weeks as the time schedule firms up.

Accompanying this letter is a public hearing notice regarding a meeting scheduled to occur on April 25, 2016. The public hearing is to consider a Special Assessment District for replacing the sewer laterals to each individual home. This letter is to help clarify what is being discussed.

As a part of all street paving projects, the City has found that significant savings can be attained both for the City and adjacent property owners when underground pipelines (such as the water and sewer systems) are repaired or replaced (if needed) when the pavement is removed. Traditionally, the City has taken advantage of these opportunities, and replaced public water mains and sewers during these projects, at significant savings to the ratepayers.

Each homeowner typically has one water service (supplying fresh water to the house) and one sewer lateral (to drain wastewater) extending from the front of the house, through the front yard, and into the public right-of-way, to connect with the public water main and sanitary sewers. The distance from the property line (one foot off the sidewalk towards the house) to the City's sewer and water lines can vary between 20 and 45 feet, depending on their locations within the roadway. The water service and sewer lateral were generally installed at the time the house was built, at the expense of the builder or owner. Since these services only benefit one property, they are not considered a part of the City's public system, and maintenance and repair of them is the responsibility of each individual property owner.

The majority of Birmingham's homes are now over 50 years old. The typical service life of a sewer lateral is 50 years. Many sewer laterals in Birmingham are nearing the end of their service life, and should be replaced. Unexpected failures of sewer laterals can result in flooded basements and damage to personal property. Repair of a sewer lateral in such an emergency situation can often cost over \$6,000. Recent experience has shown that replacing sewer laterals as a part of our paving projects can substantially reduce the cost. In addition, it is in the public's best interest to replace all of the existing old sewers and sewer laterals prior to replacing the pavement, so that additional cuts into the pavement can be reduced in the future, extending the service life of the road. With that in mind, the City Code requires that all sewer laterals that do not meet current standards be replaced on such paving projects, at property owner expense (Chapter 114, Article III, Sec. 114-171). If you would like to review the City Code requirement, there is a City Code and Ordinances link on the City's website (<http://bhamgov.org>), under the City Government menu.

If you are receiving this letter, our records indicate that your sewer lateral does not meet current standards, and it is our intent to have the sewer lateral (within the City right-of-way only) removed and replaced as a part of this project. The actual cost of replacing the sewer lateral will be charged to you, and will vary depending on the actual location of the City sewer, and any other obstacles, such as trees, that are in the way. The unit rate that will be charged is \$48.00 per linear foot of pipe installed by the contractor, for all 6 inch plastic pipe servicing the homes along these blocks.

After the work is completed, the actual amount of pipe installed will be measured, and an invoice will be generated and sent to the property owner of record. Payment in full will be expected within 30 days of receipt. If you are not in a position to pay off the charge in one payment, it can be broken into as many as 10 annual payments. An annual interest charge on the remaining balance (currently about 4%) will apply. If you would like to know the actual amount estimated for your property, please contact our office at (248) 530-1850, and ask for the Engineering Dept. It is expected that almost all of the homes on this project will be charged in the following ranges:

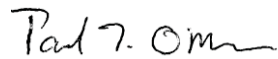
If you feel that the sewer lateral has been judged unfairly, you may submit an appeal in writing within 30 days of receipt of this letter. The appeal must have attached written invoices clarifying that replacement or repair has occurred which has renewed this pipe. If that is not available, submit an internal inspection videotape documenting the condition of the pipe. The videotape will have to clarify that the pipe was constructed of PVC materials meeting current standards. Submittal of a videotape showing a sewer lateral in good working order, but made of outdated materials such as cast iron, orangeburg, or clay will not be sufficient. Due to the low prices being quoted above, all sewer laterals of this nature must be replaced, even if they are in good working order today. In the long run, saving the lateral will end up costing the property owner much more to replace later, not to mention the damage to the street.

You also have the right to comment directly to the City Commission about the policy in general, at the public hearing noticed on the attached announcement. Questions or concerns particular to your sewer lateral are best handled by the Engineering Department, rather than the City Commission.

Those homeowners struggling financially with respect to this issue should also contact our office, and we can review with you other programs that the City has available to ensure that you are able to maintain your home, but get these needed improvements done as well.

Please contact our office at (248) 530-1850, if you have any questions.

Sincerely,



Paul T. O'Meara, P.E.
City Engineer



MEMORANDUM

Engineering Dept.

DATE: March 22, 2016

TO: Joseph A. Valentine, City Manager

FROM: Paul T. O'Meara, City Engineer

SUBJECT: Webster Ave. Paving Project
Sewer Lateral Special Assessment District

In accordance with current policy, the Engineering Dept. plans to replace all older sewer laterals underneath the new proposed pavement on the above project, which includes the two blocks of Webster Ave. between Adams Rd. and Eton Rd.

As recommended under separate cover, it is anticipated that this construction contract will be awarded to DiPonio Contracting, Inc., with their low bid of \$1,780,615. In the past, the City has compared the low bidder's price for this work item with the other bidders, to ensure the price of this work, which will be assessed, reflects the actual value of the work. A list of the sewer lateral bid prices for all the bidders follows below:

CONTRACTOR (in order of lowest to highest bidder based on total price)	BID PRICE (PER FOOT)
DiPonio Contracting, Inc.	\$48.00
V.I.L. Construction, Inc.	\$25.00
F.D.M. Contracting, Inc.	\$70.00
Pamar Enterprises, Inc.	\$65.00
Superior Excavating Co.	\$42.00
Merlo Construction Co.	\$125.00
Average Price Per Foot	\$62.50

While the cost is higher than two of the other bidders, DiPonio's price is lower than the average price bid. Further, the price is in the general range of cost that has been charged on recent projects of this type. If these property owners waited until their sewer lateral failed, repairing these pipes in the downtown area would be both a costly and disruptive process. We believe charging the low bidder's price (\$48), is appropriate. As shown on the attached list, prices to be charged to homeowners are expected to range from \$864 to \$1,632.

It is recommended that a public hearing of necessity be scheduled at the Monday, April 25, 2016 City Commission meeting. It is further recommended that the public hearing to confirm the roll be held on Monday, May 9, 2016 at the \$48.00/linear ft. unit price.

SUGGESTED RESOLUTION:

RESOLVED, that the City Commission shall meet on Monday, April 25, 2016, at 7:30 P.M., for the purpose of conducting a public hearing of necessity for the installation of lateral sewers within the Webster Ave. Paving project area.
Be it further

RESOLVED, that the City Commission meet on Monday, May 9, 2016, at 7:30 P.M. for the purpose of conducting a public hearing to confirm the roll for the installation of lateral sewers in the Webster Ave. Paving project area.

SEWER LATERAL CHART

Webster Ave. Paving Project - Contract #4-16(P)

Address	Street	Pipe Type	Date	SAD?	Estimated	Estimated
			Installed		Length	Cost
						6"

Webster Ave. - S. Adams Rd. to S. Eton Rd.

\$48

NORTH SIDE

877	S. Adams	On Adams	1969	N	0	\$0
1155	Webster	Unknown	---	Y	18	\$864
1169		A.C.	1951	Y	18	\$864
1183		P.V.C.	2006	N	0	\$0
1211		A.C.	1951	Y	18	\$864
1223		P.V.C.	2015	N	0	\$0
1239		Unknown	---	Y	20	\$960
1255		Unknown	---	Y	20	\$960
1267		O.B.	1953	Y	20	\$960
1275		Unknown	---	Y	20	\$960
1301		O.B.	1954	Y	20	\$960
1307		P.V.C.	2015	N	0	\$0
1333		Wedgelock	1975	N	0	\$0
1335		P.V.C.	2012	N	0	\$0
1347		P.V.C.	2009	N	0	\$0
1363		Unknown	--	Y	20	\$960
1375		Unknown	---	Y	20	\$960
1387		P.V.C.	2014	N	0	\$0
1407		Wedgelock	1964	Y	20	\$960
1461		Unknown	1941	Y	20	\$960
1475		O.B.	1957	Y	20	\$960
1489		Unknown	1941	Y	20	\$960
1515		Clay	1941	Y	20	\$960
1545		Unknown	1941	Y	20	\$960
1563		Unknown	1942	Y	20	\$960
1591		Clay	1944	Y	20	\$960
1609		P.V.C.	2006	N	0	\$0
1619		P.V.C.	2006	N	0	\$0
1629		P.V.C.	2006	N	0	\$0
1641		P.V.C.	1988	N	0	\$0
1657		P.V.C.	2004	N	0	\$0
1669		Cast Iron	1946	Y	18	\$864
1687		Cast Iron	1946	Y	18	\$864
1707		P.V.C.	2015	N	0	\$0
1737		P.V.C.	2013	N	0	\$0
1745		Cast Iron	1944	Y	18	\$864
1759		Clay	1943	Y	18	\$864
1777		Clay	1943	Y	18	\$864
1785		P.V.C.	2014	N	0	\$0
1801		Clay	1943	Y	18	\$864
1823		Cast Iron	1943	Y	18	\$864
1835		Clay	1943	Y	18	\$864
1847		Cast Iron	1943	Y	18	\$864
1867		P.V.C.	2005	N	0	\$0
1867		P.V.C. - Storm	2005	N	0	\$0
1879		P.V.C.	2005	N	0	\$0
1899		Cast Iron	1946	Y	18	\$864
1915		Cast Iron	1946	Y	18	\$864
1931		Cast Iron	1946	Y	18	\$864
1951		P.V.C.	2005	N	0	\$0
1951		P.V.C. - Storm	2005	N	0	\$0
1965		P.V.C.	2005	N	0	\$0
1971		O.B.	1955	Y	18	\$864
1989		O.B.	1955	Y	18	\$864

SOUTH SIDE

1108	Webster	O.B.	1951	Y	34	\$1,632
1132		O.B.	1951	Y	34	\$1,632
1140		O.B.	1951	Y	34	\$1,632
1158		O.B.	1958	Y	34	\$1,632
1172		O.B.	1953	Y	34	\$1,632
1182		P.V.C.	2005	N	0	\$0
1212		Unknown	---	Y	34	\$1,632
1228		Unknown	---	Y	34	\$1,632
1240		P.V.C.	2010	N	0	\$0
1264		Unknown	---	Y	32	\$1,536
1270		P.V.C.	2006	N	0	\$0
1280		P.V.C.	2006	N	0	\$0
1312		Clay	1941	Y	32	\$1,536
1324		P.V.C.	2014	N	0	\$0
1352		P.V.C.	2014	N	0	\$0
1368		O.B.	1962	Y	32	\$1,536
1380		Unknown	--	Y	32	\$1,536
1408		Unknown	--	Y	32	\$1,536
1424		O.B.	1962	Y	32	\$1,536
1440		O.B.	1961	Y	32	\$1,536
1448		P.V.C.	2005	N	0	\$0
1462		Unknown	---	Y	32	\$1,536
1478		Unknown	1941	Y	32	\$1,536
1494		Clay	1940	Y	32	\$1,536
1530		Unknown	1941	Y	32	\$1,536
1544		Unknown	1941	Y	32	\$1,536
1558		P.V.C.	2014	N	0	\$0
1572		Clay	1941	Y	32	\$1,536
1610		P.V.C.	2002	N	0	\$0
1618		P.V.C.	2002	N	0	\$0
1632		Clay	1941	Y	32	\$1,536
1646		Clay	1944	Y	32	\$1,536
1658		Cast Iron	1944	Y	32	\$1,536
1674		Clay	1944	Y	32	\$1,536
1690		Cast Iron	1944	Y	32	\$1,536
1710		Cast Iron	1944	Y	32	\$1,536
1734		Cast Iron	1944	Y	32	\$1,536
1748		Cast Iron	1944	Y	32	\$1,536
1762		P.V.C.	2006	N	0	\$0
1782		Cast Iron	1944	Y	32	\$1,536
1798		Cast Iron	1944	Y	32	\$1,536
1804		P.V.C.	2002	N	0	\$0
1804		P.V.C. - Storm	2002	N	0	\$0
1826		Clay	1943	Y	32	\$1,536
1838		P.V.C.	2015	N	0	\$0
1854		Clay	1943	Y	32	\$1,536
1870		Cast Iron	1943	Y	32	\$1,536
1888		Wedgelock	1988	N	0	\$0
1898		Cast Iron	1946	Y	32	\$1,536
1916		Cast Iron	1946	Y	32	\$1,536
1932		Cast Iron	1946	Y	32	\$1,536
1954		Cast Iron	1946	Y	32	\$1,536
1974		P.V.C.	2006	N	0	\$0
1996		O.B.	1955	Y	32	\$1,536

Torry St. - Haynes Ave. to Webster Ave.

WEST SIDE

1582	Haynes	On Haynes	1955	N	0	\$0
1572	Holland	On Holland	2004	N	0	\$0
1585		On Holland	2004	N	0	\$0

EAST SIDE

1606	Haynes	On Haynes	1977	N	0	\$0
1614	Holland	On Holland	2004	N	0	\$0
1617		On Holland	1942	N	0	\$0

TOTAL = 1836 \$88,128

RATIO = 69/113 61%



Legend

Sewer Lateral Special Assessment District

NOTICE OF PUBLIC HEARING

BIRMINGHAM CITY COMMISSION
PROPOSED LOT REARRANGEMENT

Meeting Date, Time, Location:	Monday, April 25, 2016, 7:30 PM Municipal Building, 151 Martin Birmingham, MI
Location of Request:	221 Baldwin Parcel #1925352017, T2N, R10E, SEC 25 WHITEHEAD & MITCHELL ADD LOTS 12 & 13, ALSO N 75 FT OF LOT 14 3-9-10 FR 007 & 016
Nature of Hearing:	To divide the existing parcel into two parcels.
City Staff Contact:	Jana Ecker 248.530.1841 jecker@bhamgov.org
Notice Requirements:	Mailed to all property owners within 300 feet of subject address.
Approved minutes may be reviewed at:	City Clerk's Office

Persons wishing to express their views may do so in person at the hearing or in writing addressed to City Clerk, City of Birmingham, 151 Martin, Birmingham, MI 48009.
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

Planning Division

DATE: April 18, 2016

TO: Joseph A. Valentine, City Manager

FROM: Matthew Baka, Senior Planner

CC: Jana L. Ecker, Planning Director

SUBJECT: Public Hearing for a Lot Split of 221 Baldwin, Parcel #1925352017, T2N, R10E, SEC 25 WHITEHEAD & MITCHELL ADD LOTS 12 & 13, ALSO N 75 FT OF LOT 14 3-9-10 FR 007 & 016

The owner of the property known as 221 Baldwin is seeking approval for the division of property in order to split the existing parcel into two (2) single family lots. The parcel at 221 Baldwin had previously been altered from its original size with the addition of 75' of the lot to the west and the addition of the neighboring lot to the north. The current proposal is to split what was originally platted as lot 12 of the subdivision back into a single lot. Lot 12 was purchased by the previous owner and combined with 221 Baldwin in 2010.

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

- (1) *All lots formed or changed shall conform to minimum Zoning Ordinance Standards.*

Enclosed are copies of surveys provided by the applicant depicting existing and proposed conditions. The proposed rearrangement has been reviewed by the Community Development Department. The altered parcel that results from the lot split at 221 Baldwin Rd. would not conform to minimum Zoning Ordinance standards as set out in Article 02, Section 2.08 of the Zoning Ordinance, for the R-2 Zoning District. The proposed split would reduce the size of 221 Baldwin Rd. from 15,307.4 sq. ft. to 10,307 sq. ft. however, lot 12, if separated from the rest of the parcel would only be 5,000 sq. ft. The 221 Baldwin Rd. parcel would be in excess of the required 6,000 sq. ft. minimum lot size required for the R-2 Single Family Residential District, however, lot 12 would not, despite being a previously platted lot. **Accordingly, the proposal does not meet this requirement.**

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

Both of the parcels would now be 50' wide. The average lot width of lots in the area is 58.49. Accordingly, **the parcels created by the lot split will not meet this requirement.**

(3) *The division will not adversely affect the interest of the public and of the abutting property owners. In making this determination, the City Commission shall consider, but not be limited to the following:*

- a. *The location of proposed buildings or structures, the location and nature of vehicular ingress or egress so that the use of appropriate development of adjacent land or buildings will not be hindered, nor the value thereof impaired.*
- b. *The effect of the proposed division upon any flood plain areas, wetlands or other natural features and the ability of the applicant to develop buildable sites on each resultant parcel without unreasonable disturbance of such natural features.*
- c. *The location, size, density and site layout of any proposed structures or buildings as they may impact an adequate supply of light and air to adjacent properties and the capacity of essential public facilities such as police and fire protection, drainage structures, municipal sanitary sewer and water, and refuse disposal.*

No new buildings are currently proposed in conjunction with the proposed lot split. Current ingress and egress will not be altered. The proposed lot division will not hinder the development of adjacent properties.

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

The proposed lot rearrangement will not negatively affect the supply of light and air to adjacent properties. It will not negatively affect the capacity of essential public facilities. City departments have no objections to the proposed lot split.

Despite not meeting all of the standards as noted above, lot 12 was previously platted as a single buildable lot and thus the City Commission may wish to consider allowing it to revert back to a single lot as originally platted under the provisions of Sec. 102-4 of the City Code. In most instances, previously platted lots which have not been reduced from their original size may be returned to the original platted lot by the Building Official without the approval of the City Commission. The code requirements for approval by the Building Official are as follows:

Sec. 102-51. - Approval required.

The division of any platted lot, outlot or other parcel of land in a recorded plat is prohibited unless such division is first approved by the city commission.

The following exceptions may occur:

(1)The building official may permit a single family dwelling to be located on a single platted lot, without approval by the city commission, provided the minimum requirements of Chapter 126 of this Code are met, except as excluded below:

- a. Such platted lot as described above, shall not be required to meet the minimum land area requirement of Chapter 126 of this Code; and,*
- b. Such platted lot is excluded from the lot width requirements of this Chapter.*

(2) Where there are two or more, platted lots, or portions thereof, under single ownership, which have not been reduced from the original platted lot dimensions, the building official may, without approval by the city commission, accept the boundary adjustment and may permit a single family dwelling to be located on each platted lot, provided the following conditions are met:

- a. The resulting lots comply with the minimum requirements of Chapter 126 of this Code, excluding minimum land area; and*
- b. The resulting lots comply with other ordinance requirements stated herein, excluding lot width.*

This request was denied by the Building Official on the grounds that the portion of lot 14 that is included with the current parcel was reduced from its original platted size. However the following section of the City Code gives the City Commission the authority to make exceptions as follows:

Sec. 102-4. Waivers

The city commission may waive the requirements as set forth in this chapter in those instances when the commission determines that the enforcement of such requirements might cause unnecessary difficulties on the applicant or where the commission determines that a waiver of any such requirement by the commission shall not preclude the applicant from complying with all provisions of chapter 126 of this Code.

Thus, the City Commission may approve the proposed lot split of 221 Baldwin using the waiver provision of section 102-4, based on the fact that lot 12 was previously a buildable platted lot prior to 2010.

SUGGESTED ACTION:

1) To APPROVE the proposed lot split of 221 Baldwin Rd.,

or

2) To deny the lot split of 221 Baldwin Rd. as proposed based on the following conditions that adversely affect the interest of the public and of the abutting property owners:

221 Baldwin
Lot Split Proposal

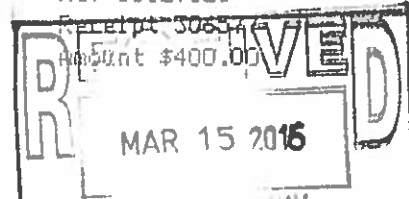




City of Birmingham
A Walkable Community

CITY OF BIRMINGHAM
Date 03/21/2016 4:14:51 PM
Ref 00127123

Receipt 306346
Amount \$400.00



Division of Platted Lots Application

1. Applicant

Name: JULIANA MISICH-KASANEK
Address: 221 BALDWIN ROAD
BIRMINGHAM MI 48009
Phone Number: (584) 201-5470
Fax Number: _____
Email Address: jmisich@yahoo.com

Property Owner

Name: First American Exchange Co LLC
Address: 221 Baldwin Road
Birmingham, MI 48009
Phone Number: (584) 201-5470
Fax Number: _____
Email Address: jmisich@yahoo.com

Is Seed
Property?

2. Applicant's Attorney/Contact Person

Name: Joseph Yamin
Address: 755 W. Big Beaver Rd
Troy MI 48064
Phone Number: (248) 851-1001
Fax Number: _____
Email Address: jyamin@lambertleser.com

Survey Company

Name: KEM-TEC & ASSOCIATES
Address: 22554 Gratiot Avenue
Eastpointe MI 48021
Phone Number: (584) 772-2222
Fax Number: (584) 772-4048
Email Address: _____

3. Project Information

Address/Location of Property: 221 Baldwin Rd
Birmingham, MI 48009

Sidwell #: 08-19-25-352-017
Current Zoning: _____

Legal Description: _____

4. Attachments

- Proof of ownership
- Written statement of reasons for request
- A letter of authority or power of attorney in the event the application is made by a person other than the property owner
- Other data having a direct bearing on the request
 - Sketches of proposed development (optional)
- One digital copy of plans
- Two (2) copies of a registered land survey showing:
 - all existing and proposed platted lot lines
 - legal descriptions of proposed lots
 - locations of existing/ surrounding structures and setbacks
 - footprints of proposed development

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

Signature of Property Owner: _____

Print Name: JULIANA MISICH-KASANEK

Date: 3.14.2016

Signature of Applicant: SAME AS ABOVE

Print Name: Jeff Kucinski

Date: _____

Fee: \$200.00 per lot affected, minimum fee \$400

127123

March 14, 2015

Julijana Misich-Rasaweher
First American Exchange Co LLC/Iseeds Properties LLC
221 Baldwin Road
Birmingham, MI 48009

Members of the Board:

I am requesting a lot split for my property at 221 Baldwin Road. I would like to return my parcel to it's previous condition. My reason for the request is due to my inability to maintain the large garden area due to health and time restrictions and would like someone else to be able to enjoy the beautiful neighborhood as much as I've enjoyed it. The lot split will not adversely impact the existing neighborhood, since it previously occupied a residential structure.

Thank you for your time and consideration in this matter.

Regards,



Julijana Misich-Rasaweher

SPLIT SURVEY

PROPERTY DESCRIPTION:

EXISTING PROPERTY DESCRIPTION:

LOT 12, LOT 13 AND THE NORTH 75 FEET OF LOT 14; WHITEHEAD & MITCHELL ADDITION TO THE VILLAGE OF BIRMINGHAM, (NOW CITY OF BIRMINGHAM), OAKLAND COUNTY, MICHIGAN, AS RECORDED IN LIBER 5 OF PLATS, PAGE 10 OF OAKLAND COUNTY RECORDS.

PARCEL A DESCRIPTION:

LOT 13 AND THE NORTH 75 FEET OF LOT 14; WHITEHEAD & MITCHELL ADDITION TO THE VILLAGE OF BIRMINGHAM, (NOW CITY OF BIRMINGHAM), OAKLAND COUNTY, MICHIGAN, AS RECORDED IN LIBER 5 OF PLATS, PAGE 10 OF OAKLAND COUNTY RECORDS.

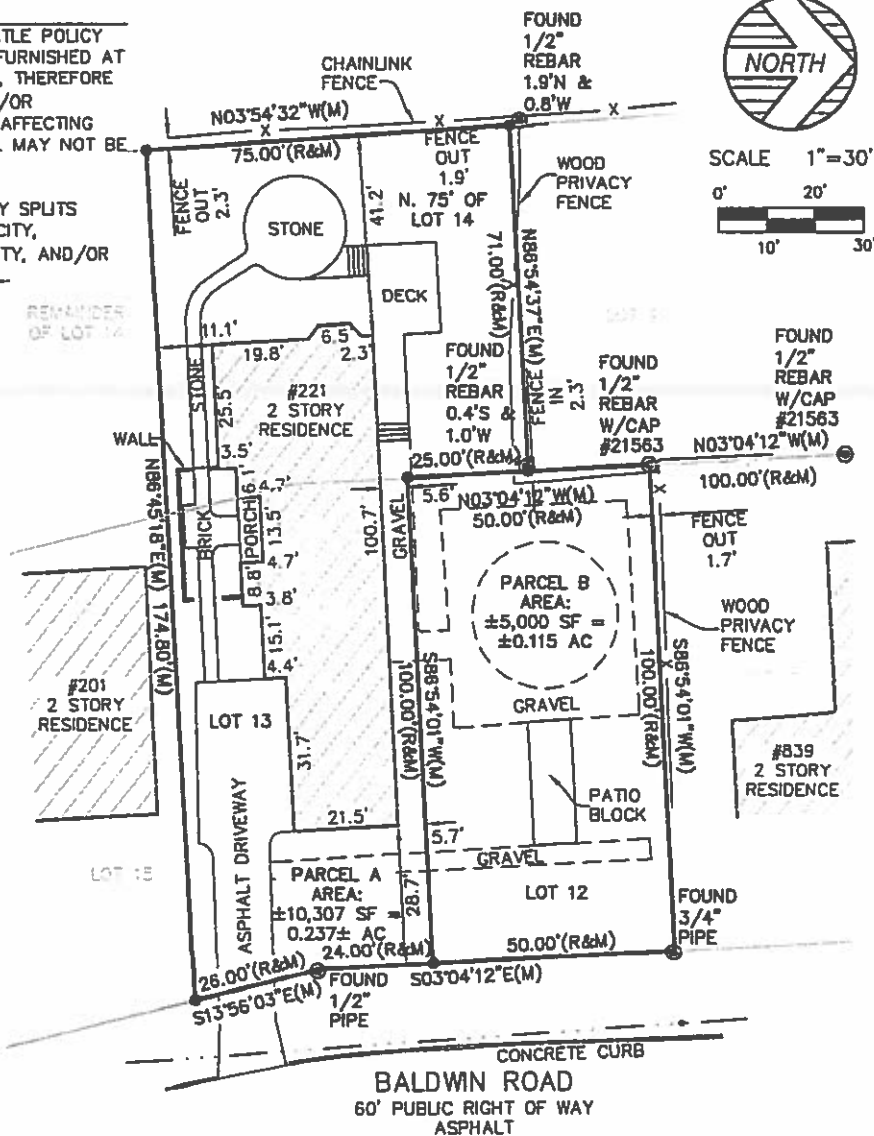
PARCEL B DESCRIPTION:

LOT 12; WHITEHEAD & MITCHELL ADDITION TO THE VILLAGE OF BIRMINGHAM, (NOW CITY OF BIRMINGHAM), OAKLAND COUNTY, MICHIGAN, AS RECORDED IN LIBER 5 OF PLATS, PAGE 10 OF OAKLAND COUNTY RECORDS.

NOTES:

1. A CURRENT TITLE POLICY HAS NOT BEEN FURNISHED AT TIME OF SURVEY, THEREFORE EASEMENTS AND/OR ENCUMBRANCES AFFECTING SUBJECT PARCEL MAY NOT BE SHOWN.

2. ALL PROPERTY SPLITS REQUIRE PRIOR CITY, TOWNSHIP, COUNTY, AND/OR STATE APPROVAL.



LEGEND

- SET 1/2" REBAR WITH CAP. #47976
- ⊙ FOUND MONUMENT (AS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORD DIMENSION

I HEREBY CERTIFY THAT I HAVE SURVEYED THE LAND HEREIN PLATTED AND DESCRIBED AND THAT THE RATIO OF CLOSURE MEETS THE REQUIREMENTS OF PUBLIC ACT 132 OF 1970.

ANTHONY T. SYCKO, JR., P.S. NO. 47976



KEM-TEC & ASSOCIATES

22556 GRATIOT AVE. EASTPOINTE, MI 48021
PROFESSIONAL SURVEYORS - PROFESSIONAL ENGINEERS
(586)772-2222 * FAX (586)772-4048

CERTIFIED TO: MAX BROOK REALTY

FIELD SURVEY: JD CM

DATE: FEBRUARY 15, 2016

DRAWN BY: JL NS

SHEET: 1 OF 1

SCALE: 1" = 30'

JOB NO.: 16-00329

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, April 11, 2016, 7:30 PM Municipal Building, 151 Martin, Birmingham, MI
Meeting Date, Time, Location:	HEARING OF CONFIRMATION FOR SPECIAL ASSESSMENT DISTRICT Monday, April 25, 2016, 7:30 PM Municipal Building, 151 Martin, Birmingham, MI
Location:	Hamilton Avenue Paving Project Area
Nature of Improvement:	Installation of new street lights where none currently exist.
City Staff Contact:	Paul O'Meara 248.530.1836 pomeara@bhamgov.org
Notice Requirements:	Mail to affected property owners Publish March 27 th and April 3 rd , 2016
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: April 21, 2016

TO: Joseph A. Valentine, City Manager

FROM: Teresa Klobucar, Deputy Treasurer

CC: Mark Gerber, Finance Director/Treasurer

SUBJECT: Resolution for Confirming S.A.D. # 875- Hamilton Avenue Paving Project-Street Lighting

For purposes of installation of new street lights where none currently exist in the Hamilton Avenue Paving Project, it is requested that the City Commission adopt the following resolution confirming S.A.D. No. 875 at the regular City Commission meeting of April 25, 2016. 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 April 11, 2016.

SUGGESTED RESOLUTION:

To confirm Special Assessment Roll No. 875, to defray the cost of installing new street lighting for the Hamilton Avenue Paving Project:

WHEREAS, Special Assessment Roll, designated Roll No. 875, 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 04-109-16 provided it would meet this 25th day of April 25, 2016 for the sole purpose of reviewing the assessment roll, and

WHEREAS, at said hearing held this April 25, 2016 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. 875 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 #875
Hamilton Avenue Street Lighting District

Parcel Number	Address	Street	Cost
08-19-25-455-017	220	Park	\$10,497.38
08-19-25-456-029	395	E Maple	\$10,497.38
			\$20,994.76



MEMORANDUM

Engineering Dept.

DATE: March 10, 2016

TO: Joseph A. Valentine, City Manager

FROM: Paul T. O'Meara, City Engineer

SUBJECT: Hamilton Ave. Paving Project
Street Lighting Special Assessment District

In the 1970's, pedestrian sized street lighting was installed on City sidewalks around the majority of the Central Business District. The cost of this work was special assessed to the adjacent business owners. The cost of replacing these lights, when initiated by the City as part of a streetscape project, has been paid for under the Capital Improvement Fund, in consideration of the fact that these buildings had been assessed for this before. Street lights were not installed on the side frontages of two buildings within the Hamilton Ave. Paving Project area. They are:

220 Park St.
395 E. Maple Rd.

An attached map clarifies the location of these properties.

It is anticipated that once the partially vacant property at 35001-35075 Woodward Ave. is redeveloped, they will be installing new streetscape and street lights on their Hamilton Ave. and Park St. frontages. In order to make the street lighting system complete on these two blocks, street lights should be installed adjacent to these buildings as well.

Two lights are proposed in front of each buildings' side frontages. Based on the cost being charged by DTE Energy, it is appropriate to pass this direct cost to these building owners. The cost of two lights each would be \$10,497.38. Like other special assessment districts, it is recommended that the owners would have the option of spreading these payments out over a ten year period, with interest, if so desired.

It is recommended that a public hearing of necessity be scheduled at the Monday, April 11, 2016 City Commission meeting. It is further recommended that the public hearing to confirm the roll be held on Monday, April 25, 2016 at the suggested price of \$10,497.38 per property.

SUGGESTED RESOLUTION:

RESOLVED, that the City Commission shall meet on Monday, April 11, 2016, at 7:30 P.M., for the purpose of conducting a public hearing of necessity for the installation of new street lights where none currently exist within the Hamilton Ave. Paving project area. Be it further

RESOLVED, that the City Commission meet on Monday, April 25, 2016, at 7:30 P.M. for the purpose of conducting a public hearing to confirm the roll for the installation of street lights where none currently exist in the Hamilton Ave. Paving project area.



RINDALE AVE

OAKLAND AVE

PARK ST

N OLD WOODWARD AVE

W MAPLE AVE

E MAPLE AVE

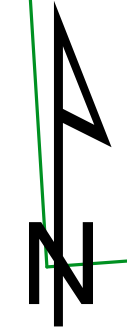
PIERCE ST

S HUNTER BLVD

RIDGEDALE AVE

KNOX ST

POPPLETON ST



LEGEND

- SET NEW POLE
- CABLE POLE / RISER
- POSITION OF SWEEP UP CABLE POLE
- BURIED PRIMARY CABLE (ALL VOLTAGES)
- BURIED SECONDARY CABLE
- SINGLE DUCT OCCUPIED
- DOUBLE DUCT 1 - OCCUPIED
- SINGLE DUCT-TO BLIND END FOR FUTURE USE
- PAD-MOUNTED TRANSFORMER
- DIRECTION OF TRANSFORMER DOOR OPENING
- GUARD POST
- P.S.C PRIMARY SWITCH CABINET
- S.C.C SEPARABLE CONNECTION CABINET

WL 1:
IN: POST CODE 51A
IN: FOUNDATION TYPE S98L CONCRETE
IN: UG MULTIPLE LED 85 LU RICHLAND
L 85 AFS893 -- 7205 BIHAM -- O050 -- 563 -- B

WL 2:
IN: POST CODE 51A
IN: FOUNDATION TYPE S98L CONCRETE
IN: UG MULTIPLE LED 85 LU RICHLAND
L 85 AFS896 -- 7205 BIHAM -- O050 -- 563 -- R

WL 3:
IN: POST CODE 51A
IN: FOUNDATION TYPE S98L CONCRETE
IN: UG MULTIPLE LED 85 LU RICHLAND
L 85 AFS898 -- 7205 BIHAM -- O050 -- 563 -- B

WL 4:
IN: POST CODE 51A
IN: FOUNDATION TYPE S98L CONCRETE
IN: UG MULTIPLE LED 85 LU RICHLAND
L 85 AFS900 -- 7205 BIHAM -- O050 -- 563 -- R

WL 5:
IN: POST CODE 51A
IN: FOUNDATION TYPE S98L CONCRETE
IN: UG MULTIPLE LED 85 LU RICHLAND
L 85 AFS901 -- 7205 BIHAM -- O050 -- 563 -- B

WL 6:
IN: POST CODE 51A
IN: FOUNDATION TYPE S98L CONCRETE
IN: UG MULTIPLE LED 85 LU RICHLAND
L 85 AFS902 -- 7205 BIHAM -- O050 -- 563 -- R

WL 7:
IN: POST CODE 51A
IN: FOUNDATION TYPE S98L CONCRETE
IN: UG MULTIPLE LED 85 LU RICHLAND
L 85 AFS904 -- 7205 BIHAM -- O050 -- 563 -- B

WL 8:
IN: POST CODE 51A
IN: FOUNDATION TYPE S98L CONCRETE
IN: UG MULTIPLE LED 85 LU RICHLAND
L 85 AFS906 -- 7205 BIHAM -- O050 -- 563 -- R

WL 9:
IN: POST CODE 51A
IN: FOUNDATION TYPE S98L CONCRETE
IN: UG MULTIPLE LED 85 LU RICHLAND
L 85 AFS907 -- 7205 BIHAM -- O050 -- 563 -- B

WL 10:
IN: UG MULTIPLE LED 85 LU RICHLAND
L 85 AFS908 -- 7205 BIHAM -- O050 -- 563 -- R
IN: POST CODE 51A
IN: FOUNDATION TYPE S98L CONCRETE

WL 11:
IN: POST CODE 51A
IN: FOUNDATION TYPE S98L CONCRETE
IN: UG MULTIPLE LED 85 LU RICHLAND
L 85 AFS915 -- 7205 BIHAM -- O050 -- 563 -- B

WL 12:
IN: POST CODE 51A
IN: FOUNDATION TYPE S98L CONCRETE
IN: UG MULTIPLE LED 85 LU RICHLAND
L 85 AFS912 -- 7205 BIHAM -- O050 -- 563 -- R

WL 13:
IN: POST CODE 51A
IN: FOUNDATION TYPE S98L CONCRETE
IN: UG MULTIPLE LED 85 LU RICHLAND
L 85 AFS911 -- 7702 BIHAM -- O050 -- 563 -- B

WL 14:
IN: POST CODE 51A
IN: FOUNDATION TYPE S98L CONCRETE
IN: UG MULTIPLE LED 85 LU RICHLAND
L 85 AFS894 -- 7205 BIHAM -- O050 -- 563 -- R

WL 15:
IN: POST CODE 51A
IN: FOUNDATION TYPE S98L CONCRETE
IN: UG MULTIPLE LED 85 LU RICHLAND
L 85 AFS895 -- 7205 BIHAM -- O050 -- 563 -- B

WL 16:
IN: POST CODE 51A
IN: FOUNDATION TYPE S98L CONCRETE
IN: UG MULTIPLE LED 85 LU RICHLAND
L 85 AFS897 -- 7205 BIHAM -- O050 -- 563 -- R

WL 17:
IN: POST CODE 51A
IN: FOUNDATION TYPE S98L CONCRETE
IN: UG MULTIPLE LED 85 LU RICHLAND
L 85 AFS899 -- 7205 BIHAM -- O050 -- 563 -- B

WL 18:
IN: POST CODE 51A
IN: FOUNDATION TYPE S98L CONCRETE
IN: UG MULTIPLE LED 85 LU RICHLAND
L 85 AFS903 -- 7205 BIHAM -- O050 -- 563 -- R

WL 19:
IN: POST CODE 51A
IN: FOUNDATION TYPE S98L CONCRETE
IN: UG MULTIPLE LED 85 LU RICHLAND
L 85 AFS905 -- 7205 BIHAM -- O050 -- 563 -- B

WL 20:
IN: POST CODE 51A
IN: FOUNDATION TYPE S98L CONCRETE
IN: UG MULTIPLE LED 85 LU RICHLAND
L 85 AFS919 -- 7205 BIHAM -- O050 -- 563 -- R

WL 21:
IN: UG MULTIPLE LED 85 LU RICHLAND
L 85 AFS918 -- 7205 BIHAM -- O050 -- 563 -- B
IN: POST CODE 51A
IN: FOUNDATION TYPE S98L CONCRETE

WL 22:
IN: POST CODE 51A
IN: FOUNDATION TYPE S98L CONCRETE
IN: UG MULTIPLE LED 85 LU RICHLAND
L 85 AFS917 -- 7205 BIHAM -- O050 -- 563 -- R

WL 23:
IN: POST CODE 51A
IN: FOUNDATION TYPE S98L CONCRETE
IN: UG MULTIPLE LED 85 LU RICHLAND
L 85 AFS916 -- 7205 BIHAM -- O050 -- 563 -- B

WL 24:
IN: POST CODE 51A
IN: FOUNDATION TYPE S98L CONCRETE
IN: UG MULTIPLE LED 85 LU RICHLAND
L 85 AFS914 -- 7205 BIHAM -- O050 -- 563 -- R

WL 25:
IN: POST CODE 51A
IN: FOUNDATION TYPE S98L CONCRETE
IN: UG MULTIPLE LED 85 LU RICHLAND
L 85 AFS913 -- 7205 BIHAM -- O050 -- 563 -- B

WL 26:
IN: POST CODE 51A
IN: FOUNDATION TYPE S98L CONCRETE
IN: UG MULTIPLE LED 85 LU RICHLAND
L 85 AFS910 -- 7702 BIHAM -- O050 -- 563 -- R

WL 28:- WL 31
IN: UG CUBE TAP

Streetlight Billing Summary				
O050 - BIRMINGHAM CITY OF				
7205 BIHAM	IN	24	*563	
7702 BIHAM	IN	2	*563	
Created on: 3/9/2016 1:31:18 PM				

Trench-Bore Summary			
Type	Occupants	Length	
ST LT - BORE - IN CONDUIT E			1752
Total		=	1752
Cable Summary			
Type	Legacy Stock # /SAP #	Length	
IN #2 ALX2 - #4 ALX1	713-0878/100075024	1834	
Created on: 3/9/2016 1:44:01 PM			

PWO# 44571430

DTE Energy											
DTE Electric - Distribution Engineering and Planning											
Service Planner						Work Order Description					
WorkOrder Owner						CWO NBUS - 27 UG - HAMILTON AVE PAVING PROJECT - BIRMINGHAM					
Phone						GIS-DSN	CCH	CUL	PH	FLC	SCMAT
WO Owner Telephone						Circuit #1		Circuit #2		PH	
Supervisor						Worksite City		Worksite Twp		County	
WO Supervisor						Geographic City		Geographic Township		Geographic County	
Planning Engineer						Contact		Email		Phone	
Phone						Contact		Email		Phone	
CUE Number						Ver	Plot Date	Scale	Town	Range	Section
606010						1	3/9/2016				



MEMORANDUM

Planning Division

DATE: April 18, 2016

TO: Joseph A. Valentine, City Manager

FROM: Jana L. Ecker, Planning Director

SUBJECT: Neighborhood Identification Signage

The City of Birmingham proposed a series of neighborhood identification signs as a part of the City Way Finding and Signage Design Program. This program was established in 2004 for the purpose of ensuring a consistent signage system, and to contribute to the City's identity with dynamic visual images in public spaces. To date, gateway signage has been installed at several primary and secondary gateways into the City, however there have not been any neighborhood identification signs installed to date.

Requests have recently been made however for the City to provide neighborhood identification signs to individual neighborhoods as recommended in the Way Finding Plan. Accordingly, the City Commission may wish to establish a policy to determine whether to fund the purchase of neighborhood identification signs, and to establish selection criteria for qualifying neighborhoods and a location selection process for sign placement within a neighborhood.

One policy option would be for the City of Birmingham to fund and provide one neighborhood identification sign per qualified neighborhood association, provided that the neighborhood association also provides funding for one or more neighborhood identification sign(s). Once the funds from the neighborhood association have been paid to the City, the City could then purchase two neighborhood identification signs to be installed within the neighborhood. Requiring the neighborhood to fund a sign would indicate support and buy in from the neighborhood, and would assist in limiting the number of requests made for City funding.

It is also recommended that the policy contain provisions to specify that only those neighborhoods on file at the City Clerk's office with formal homeowner/neighborhood associations would qualify for this program. Further, all requests for funds must include submittal of an application with the City that demonstrates proof of approval by the neighborhood association to provide funding for one or more neighborhood identification signs, and a recommendation of sign placement locations. Upon receipt of such an application, the City Commission could then review the request and make the final determination to provide funding for up to one sign, and to finalize the location for sign placement within the neighborhood. The City Commission may also wish to specify a maximum number of neighborhood identification signs to be funded each fiscal year Citywide. Should the City Commission wish to consider establishing a policy to fund and/or approve the installation of neighborhood identification signs, a selection process should also be established to either consider requests in the order in which they are received, or at specified times of the year so that any competing requests can be evaluated together. A draft resolution is attached to this

report that proposes a new policy for the funding and placement of neighborhood identification signage for your consideration.

At this time, Birmingham Farms Neighborhood Association (the area north west of the intersection of 14 Mile Road and Southfield) has expressed interest in adding neighborhood identification signage within the boundaries of their neighborhood. City staff has met with the President of their neighborhood association several times to discuss this request and to identify potential signage locations. On February 15, 2016, the Birmingham Farms Neighborhood Association held a neighborhood meeting, and requested neighborhood identification signage at four locations, prioritized in the following order:

1. Wakefield and Southfield St.;
2. Latham and Lincoln St.;
3. Saxon and Norfolk St.; and
4. Northlawn Island.

Birmingham Farms Neighborhood Association has not approved any expenditure of their funds towards the purchase of neighborhood signage, but has requested a review by the City to determine if the City would provide funding for signage at one or more of the above locations. Accordingly, please find attached the following documents for your review in considering whether to establish a neighborhood identification signage policy, and to provide further direction to Birmingham Farms Neighborhood Association:

Appendix A: Draft Resolution of Neighborhood Identification Signage Policy;
Appendix B: Birmingham Farms Neighborhood Association Meeting Minutes;
Appendix C: Photos of Priority Locations in the Birmingham Farms Neighborhood; and
Appendix D: Quotes from three sign vendors for the neighborhood identification signs recommended in the City's Wayfinding Plan.

Suggested Action:

To adopt a Resolution to Establish a Neighborhood Identification Signage Policy;

OR

To adopt a Resolution to Establish a Neighborhood Identification Signage Policy;

AND

To authorize the purchase of one neighborhood identification sign, not to exceed \$2300, out of account # 101-721.000-811.0000 upon receipt of the same amount from the Birmingham Farms Neighborhood Association;

AND

To permit the installation of two neighborhood signs at the following intersections:

1. Wakefield and Southfield St.;
2. Latham and Lincoln St.

CITY IDENTIFICATION

NEIGHBORHOOD IDENTIFICATION

SCALE: 3/8" = 1'-0"

COLORS:

① PMS 627

② PMS 554

③ PMS 377

④ PMS 577

⑤ PMS 5405

⑥ White

TYPEFACES:

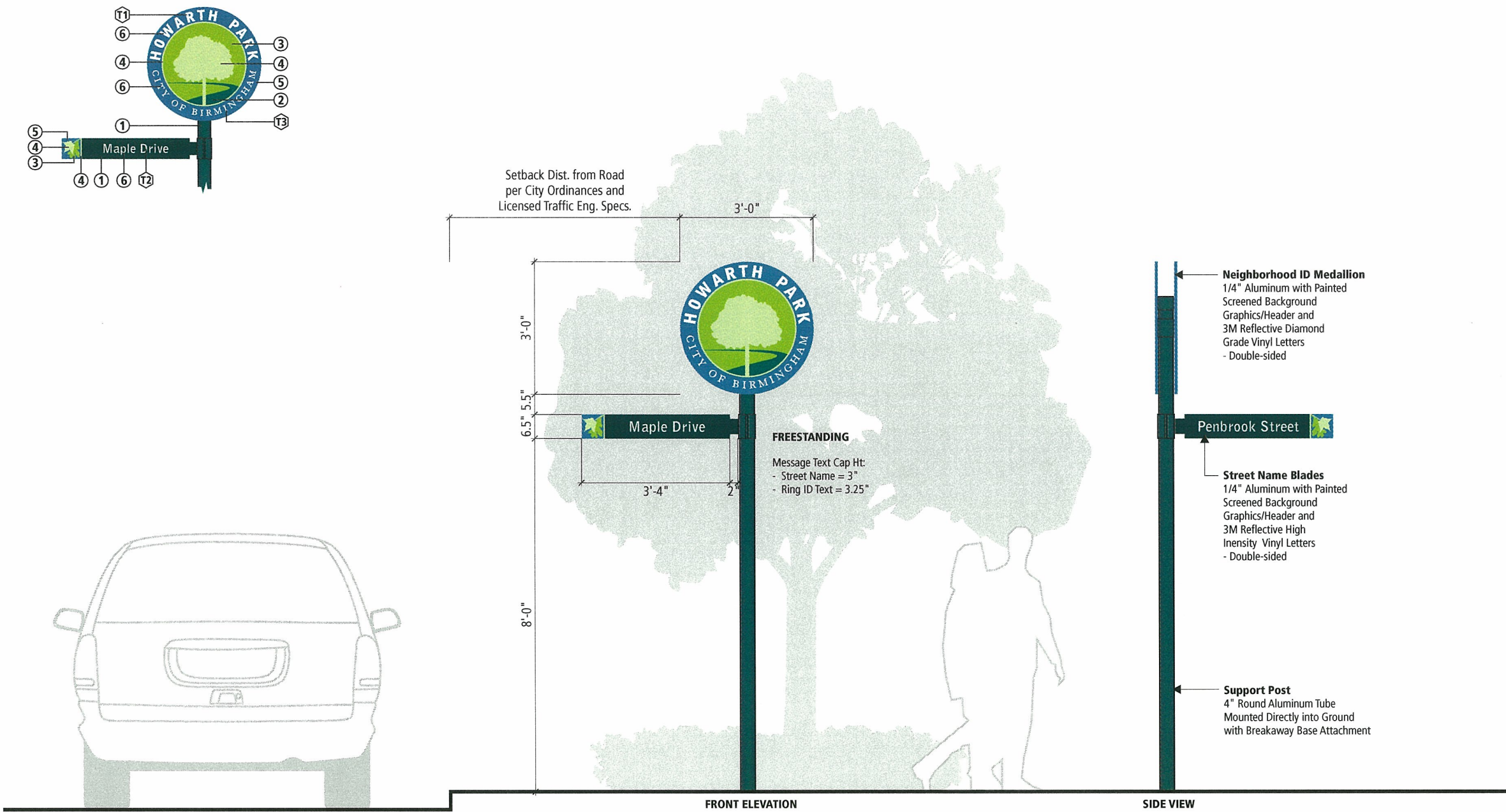
T1 Bell Gothic Black BT

T2 Bell Gothic BT Bold

T3 New Caldonia Regular

NOTE:

The general sign type detailing and dimensions displayed here are intended to show design intent only and should not be used for fabrication purposes. All sign type detailing, sizing and placement must be verified in the field and approved by the City of Birmingham prior to specification, fabrication and installation.



APPENDIX A:

Resolution # _____ Neighborhood Identification Signage Policy

WHEREAS, The City developed and approved a Wayfinding and Signage Design Plan for the entire City in 2004;

WHEREAS, The Wayfinding Plan was established for the purpose of ensuring a consistent signage system, and to contribute to the City's identity with dynamic visual images in public spaces;

WHEREAS, The Wayfinding Plan proposed several types of signage for locations across the City, including a neighborhood identification sign to be customized with individual neighborhood names to identify the location of the City's neighborhoods;

WHEREAS, The City Commission wishes to establish a policy to approve the funding and placement of neighborhood identification signage within the City as recommended in the 2004 Wayfinding Plan;

NOW, THEREFORE, BE IT RESOLVED:

1. Any neighborhood on file at the City Clerk's office with a formal homeowner/neighborhood association may apply to the City for the funding and/or placement of neighborhood identification signage.
2. Any neighborhood that applies for the funding and/or placement of neighborhood identification signage must deposit funds with the City to cover the costs to purchase and install a minimum of 1 such sign at the time of application.
3. All applications submitted to the City must contain the following information:
 - a) The name and contact information of the neighborhood association president or similar authorized officer of the organization to act as the liason with the City;
 - b) A map detailing the desired location(s) of neighborhood identification signage in order of priority preference;
 - c) A copy of meeting minutes or a resolution of the homeowner/neighborhood association evidencing approval of the signage application and recommended placement locations; and
 - d) Any other information requested by the City Commission.
4. All applications for neighborhood identification signage must be submitted to the City by June 1st of each year.
5. The City Commission will review all applications for neighborhood identification signage at one public meeting to be held no more than 90 days after June 1st.

6. The City Commission may approve the funding of up to 4 neighborhood identification signs per year, with a maximum of 1 sign to be funded by the City for each neighborhood.

I, Laura Pierce, Clerk of the City of Birmingham, certify that the foregoing is a true and compared copy of a Resolution duly made and passed by the Birmingham City Commission at a meeting held on April 25, 2016.

Laura Pierce, City Clerk

APPENDIX B:

February 15, 2016, 7:30 p.m.

Birmingham Farms Neighborhood Association (BFNA) Board Meeting Minutes

President Jay Shell called the meeting to order at 7:45 pm.

Board members Susan Randall, Lindsay Lawrie, and Maureen Field attended. Board Members Wendy Leary, Catherine Ticer and Patrick Seeberg were absent.

Minutes: The minutes of the January 19, 2016 meeting were approved as sent.

Treasurer's Report: Catherine Ticer submitted a report. As of January 29, 2016 we have \$X in the treasury and 84 members.

Update from Drieka DeGraff: Drieka was unable to attend the February Board meeting. She submitted a report concerning Board questions.

Drieka updated the BFNA website with a new template and all meeting minutes and upcoming events have been added. Board members liked the new format.

Drieka plans to put out a new Directory targeted for late summer, as there has been a lot of turnover since the publication of the last directory in April 2015. Board members liked this plan.

Drieka has been attempting to personally contact new residents with a directory, newsletter sign-up sheet and BFNA "sales pitch." Lindsay will see that Drieka gets a copy of our welcome letter for the website and to deliver to new residents. The current BFNA plan should also be given to new residents.

Tree survey has not been completely documented. Drieka plans to meet with the city in June. Jay suggested that the photos of the problem trees be put on a flash drive and given to the Lauren Wood when they meet.

The Board thanked Drieka for her report and for work as off-board communication chair.

Neighborhood Signage Update: The city has money in their budget for neighborhood signs. Jay and Jana Ecker are in discussions on how much the signs will cost BFNA. Birmingham Farms be the first neighborhood to have these signs. The Board prioritized the locations of the signs. The order suggested is:

- 1. Wakefield and Southfield**
- 2. Latham and Lincoln**
- 3. Saxon and Norfolk**
- 4. Northlawn Island**

Presidents' Council Update: The proposed City Commission/Neighborhood LINK, a sub team of the Birmingham City Commission and Birmingham Neighborhood Association Presidents' Council to discuss issues, requests and initiatives of concern, will be presented at the Presidents' Council and then to the city commission.

Neighborhood Pot Luck: The Pot Luck will be held March 12 at 6:30 pm at the home of David and Maureen Field. It will be a St. Patrick's Day theme. Attendees will RSVP to Maureen with the dish (appetizer, main course, salad or vegetable, or dessert that they plan to bring. BYOB with mixers provided.

New Business:

Euchre Party: At the neighborhood Happy Hour several residents expressed an interest in holding a Euchre Party. Early November is targeted.

Birmingham Country Club Renovation Plans: Susan attended the Bloomfield Township Planning Board Meeting on Feb. 1, 2016 regarding the site improvements and renovations to the Club and the eight code variances the Club has requested. The Planning Board made no decisions regarding these variances. The Club's proposals were tabled and they were urged to come up with solutions that are acceptable to the neighbors.

Maureen will contact Joe Basso, general manager of Birmingham Country Club, to set up a meeting with interested neighborhood association residents and Board members.

Next Board Meeting: Monday, April 18, 7:30 pm. A host is needed for the meeting.

The meeting was adjourned at 9:10 p.m.

Respectfully Submitted,

Maureen Field, Secretary

APPENDIX C:

Priority 1: Wakefield and Southfield St.



Priority 2: Latham and Lincoln St.



Priority 3: Saxon and Norfolk St.



Priority 4: Northlawn Island



APPENDIX D:

Company Name	Price Quote	Description/Details
Creative Designs and Signs	\$2,185.00	Neighborhood ID Medallion dimensions: 3 ft. x 3 ft.; .25 in. aluminum, painted with vinyl graphics Street Name Blade dimensions: 3 ft. 4 in. x 6.5 in. each .25 in. aluminum, painted with vinyl graphics. Circular aluminum post with 3" or 4" diameter and .125 in wall; painted breakaway base + installation
Signs By Tomorrow	\$2,159.00	(2) .025" Thick Aluminum 30" diam. single sided, (1) 6.5" X 40" double sided. All screen printed with white reflective vinyl applied. Brackets and 11' tall 3" or 4" diam. round painted aluminum post + Installation
Huron Signs	Sign: \$1940.00 Install: \$750.00	12' overall height (utilizing a 4" diameter breakaway pole)

CITY OF BIRMINGHAM, MICHIGAN

CITYWIDE WAYFINDING AND SIGNAGE DESIGN PROGRAM

SIGNAGE AND WAYFINDING STUDY
MAY 2004

CarterBurgess



TABLE OF CONTENTS

SECTION	PAGE
1.0 INTRODUCTION	
1.1 Background	1
1.2 Purpose	1
1.3 Scope	1
1.4 Philosophy	1
1.5 Methodology	2
2.0 GRAPHIC GUIDELINES	
2.1 Overview	10
2.2 Typography Standards	10
2.3 Arrows/Symbols	13
3.0 SIGN TYPES	
3.1 Vehicular Directionals	17
3.2 Pedestrian Directionals	18
3.3 Parking Identification	19
3.4 City Identification	21
3.5 Information Directories	23
4.0 GENERAL LOCATION PLANS	24

INTRODUCTION

1.0

SECTION

PAGE

1.0

INTRODUCTION

1.1 Background

1.2 Purpose

1.3 Scope

1.4 Philosophy

1.5 Methodology

1

1

1

1

2

1.0 INTRODUCTION

1.1 BACKGROUND

In order to better understand the criteria introduced here, it is important to explain the general background behind the development of this document. In September of 2002, the City of Birmingham, Michigan contracted Carter & Burgess to analyze and make general recommendations on a citywide wayfinding and signage system that would help alleviate some of the confusion and clutter that is currently being experienced around the community. Other criteria included developing a signage system that would complement both the modern and historical aspects of Birmingham. Through a series of information gathering meetings and presentations with the citizens, Planning Board and other interested parties, Carter & Burgess developed the guidelines and recommendations presented within this document.

1.2 PURPOSE

The Birmingham, Michigan Citywide Wayfinding and Signage Design Program is designed to establish a vision and long-range set of general guidelines for the community's current and future signage needs. One purpose of this document is to serve as a blueprint for addressing the signage system as it relates to wayfinding around the city and identification of key points of interest within the overall community. The development framework recommended will ensure that such signage will be consistent during short-term and long-term community development. To ensure a consistent approach to the design of the signing and graphics system for the City of Birmingham, the guidelines set forth in this document shall establish the general parameters that should be adhered to in order to maintain a consistent and high quality signing system. This document shall be the basic criteria upon which future signs, graphics and standards are based, and will provide citywide consistency in the presentation of it's information.

More specific criteria relating to graphic layout, letter style, arrow use, size relationships, color relationships, illumination, sign types/characteristics, mounting conditions and general fabrication will be set forth in a future signage guidelines manual.

The overall goals for this sign program include:

- Building recognition for a citywide wayfinding system
- Identifying and prioritizing all destinations which will be displayed on the signage
- Identifying primary and secondary entrance points into the city (gateways)
- Identifying primary and secondary general traffic flow paths throughout the city
- Establishing a separate identity (branding) for Districts and Neighborhoods
- Creating a uniform and recognizable identification system for parking decks and surface lots
- Trailblazing to parking garages and surface lots
- Establishing consistent nomenclature and terminology for use on all applicable signage
- Reducing current citywide sign clutter
- Minimizing legal signs and consolidating where needed
- Increasing visibility of signage by using common shapes, and appropriate placement and sizing of elements
- Limiting directional messaging to 2- 3 messages per direction
- Establishing graphic consistency for message organization, color usage, typography and symbols
- Establishing directories as a recognizable icon of information

1.3 SCOPE

The Birmingham, Michigan Citywide Wayfinding and Signage Design Program's scope of work includes the development of the general criteria for the signage and wayfinding system, especially for primary areas used throughout the community by the public (see Figure 1.5.3 Destination Location Diagram). The general guidelines established by this document can be found in Section 2.0: Graphic Standards.

Additionally, sign type guidelines, layouts and general details are included in this document. These are intended to be used as a reference when designing any wayfinding, identification and informational signage for the City of Birmingham.

General signage guidelines included in this document:

- Typography
- Color Standards
- Arrow/Symbols
- Sign Types
- General Locations

Signs Regulated by this document:

- All city destination pedestrian directional signs
- All city destination vehicular directional signs
- Identification signs for Downtown parking garages and surface lots
- Identification signs for surrounding community districts and neighborhoods
- Identification signs for City gateways
- City destination informational signs (directories)

Signs Not Regulated by this document:

- Tenant/Concession Identification
- Pedestrian or Vehicular Regulatory signs
- DOT signs
- Vehicular pavement markings
- Interior Parking Garage signage
- Work Zones (Construction)

1.4 BIRMINGHAM SIGNAGE PHILOSPHY

1. Develop ONE Signage System

Though there are varying conditions within the city that will be supported by the signage, it must always maintain continuity throughout. Development of separate unassociated systems for each area (roadways, parking, walkways, etc) could dramatically alter the overall wayfinding. For example, additions, modifications and/or relocation of signs on the roads could have an affect on the wayfinding along pedestrian routes. Therefore, developing and maintaining one cohesive, consistent and comprehensive system will enhance the users decision making process and perception of Birmingham as a whole.

2. Create an Identity for Birmingham

One of the most important aspects of the signage system is the opportunity it offers to establish an entirely new visual image for the City of Birmingham. With a fresh, consistent, and dynamic visual image in place, the public will be encouraged to take another look at how to navigate Birmingham. But the changes must be more than skin deep. Real communications improvements must be made, and the more significant the change, the more significant the awareness of it will be.

3. Design a System for Today and the Future

In an ever changing environment such as a city, there is rarely a good time to implement a major change-out of the signage program. Current uses often compete with future needs for available dollars. Good design practice requires stepping back, taking a hard look at the long term, and developing a series of scenarios, which serve both the near and long term. If planned properly, flexibility and fluidity of design will address most of the issues that arise.

1.5 METHODOLOGY

To properly coordinate a complete and comprehensive citywide wayfinding system, the project team had to complete an in-depth analysis of the city's overall vehicular roadway traffic flows, entry gateways and pedestrian use of the Downtown area. This was achieved through on-site surveys, documentation review and information gathering meetings with Planning Board members, citizens and key interest groups.

1.5.1 DESTINATION LISTINGS

A complete list of all city destinations, including the Downtown and surrounding community areas was compiled through the aforementioned meetings with the City and other interested parties. This list revealed to the Project Team how the city generally functioned and what information and destinations were most important to it's citizens. It also gave the Project Team a better understanding of how the City's vehicular and pedestrian traffic currently flowed and which of these destinations should be included as appropriate messaging on directional, identification and informational signage (see Table 1.1).

TABLE 1.1: INITIAL PRELIMINARY DESTINATIONS		
PARKING FACILITIES <ul style="list-style-type: none">• N. Old Woodward Parking Garage• Pierce Street Parking Garage• Peabody Street Parking Garage• Park Street Parking Garage• Chester Street Parking Garage• Surface Lot 6• Surface Lot 7• Surface Lot 9	BUSINESS DISTRICTS <ul style="list-style-type: none">• Bowers Business District• Railroad Business District• Central Business District• North Business District• Gallery Row• South Business District• East Maple Business District	CITY PARKS <ul style="list-style-type: none">• Pembroke Park• Kenning Park• St. James Park• Poppleton Park• Howarth Park• Crestview Park• Linden Park• Smith Park• Manor Park• Quarton Park• West Lincoln Park• Martha Baldwin Park• Shain Park
POINTS OF INTEREST <ul style="list-style-type: none">• Historical Museum• Ice Sports Arena• Springdale Golf Course• Lincoln Hills Golf Course	PUBLIC SERVICES <ul style="list-style-type: none">• Barum Health Center• BASCC• Baldwin Library• Municipal Public Building• Service Department• Post Office• Adams Fire Station• Chesterfield Fire Station	NEIGHBORHOODS <ul style="list-style-type: none">• Southfield Road• Ravines Neighborhood• Central Lincoln• Central Birmingham• Birmingham Villas• Birmingham Estates• Coryell Park• Crestview• Fairfield• Pembroke Manor• HAL Neighborhood• Torry/Sheffield Estates• Hidden Ravines• Quarton Lakes• Holy Name/Mill Pond• Howarth - St. James• South Poppleton• Manors of Birmingham• Hazel/Chestnut/Forest
RECREATION <ul style="list-style-type: none">• B/B Art Center Association• Community House• YMCA	HOTELS <ul style="list-style-type: none">• Holiday Inn Express• Townsend Hotel• Hamilton Hotel	
CEMETERIES <ul style="list-style-type: none">• Greenwood Cemetery• Clover Hill Cemetery	HISTORIC NEIGHBORHOODS <ul style="list-style-type: none">• Shain Park Historical• Central Downtown• Bates Historical District	
TRANSPORTATION <ul style="list-style-type: none">• Amtrak Rail Station		

Due to the overwhelming number of listings and impracticality for complete implementation into a signing system, it was determined that the destinations needed to be streamlined to a much smaller set of primary destinations. This refined list was decided upon through meetings and presentations with the Planning Board, citizens and other interest parties of Birmingham. These destinations are intended to be included on directional, identification and informational signage as deemed appropriate by the location of each individual sign and it's intended level of viewing (see Tables 1.1, 1.2, 1.3).

The following refined destination lists are to be used only with their specified sign types:

TABLE 1.2: DIRECTIONAL SIGNAGE DESTINATIONS		
PARKING FACILITIES <ul style="list-style-type: none">• N. Old Woodward Parking Garage• Pierce Street Parking Garage• Peabody Street Parking Garage• Park Street Parking Garage• Chester Street Parking Garage• Surface Lot 6• Surface Lot 7• Surface Lot 9	BUSINESS DISTRICTS <ul style="list-style-type: none">• Central Business District• Railroad Business District• Gallery Row• South Business District• East Maple Business District	CITY PARKS <ul style="list-style-type: none">• Kenning Park• Quarton Park• Shain Park
POINTS OF INTEREST <ul style="list-style-type: none">• Historical Museum• Ice Sports Arena	PUBLIC SERVICES <ul style="list-style-type: none">• Barum Health Center• BASCC• Baldwin Library• Municipal Public Building	
RECREATION <ul style="list-style-type: none">• B/B Art Center Association• Community House		
CEMETERIES <ul style="list-style-type: none">• Greenwood Cemetery	HOTELS <ul style="list-style-type: none">• Townsend Hotel	
TRANSPORTATION <ul style="list-style-type: none">• Amtrak Rail Station		

TABLE 1.3: IDENTIFICATION SIGNAGE DESTINATIONS

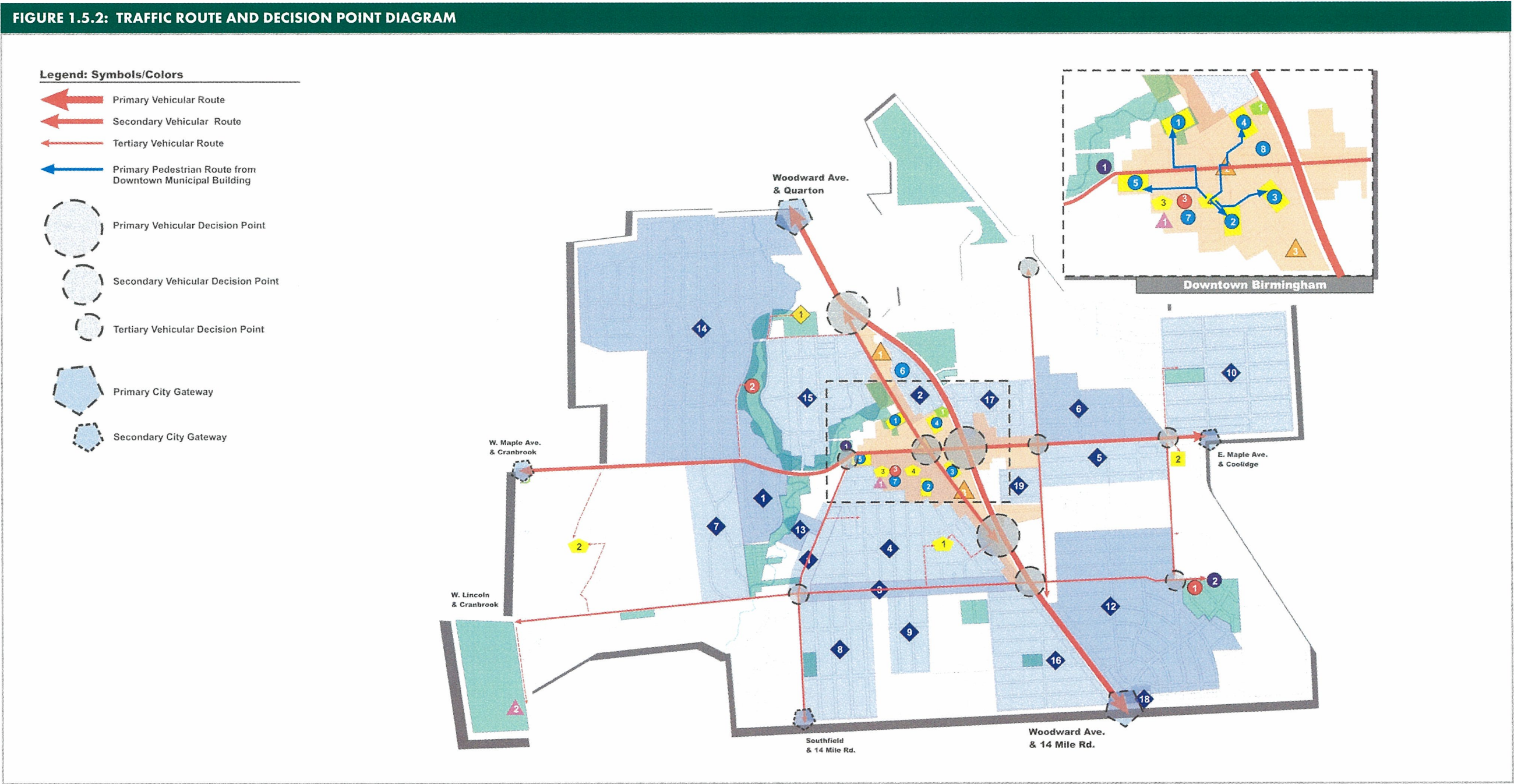
PARKING FACILITIES	BUSINESS DISTRICTS	NEIGHBORHOODS
<ul style="list-style-type: none"> • N. Old Woodward Parking Garage • Pierce Street Parking Garage • Peabody Street Parking Garage • Park Street Parking Garage • Chester Street Parking Garage • Surface Lot 6 • Surface Lot 7 • Surface Lot 9 	<ul style="list-style-type: none"> • Bowers Business District • Central Business District • North Business District • Gallery Row • South Business District • East Maple Business District 	<ul style="list-style-type: none"> • Southfield Road • Ravines Neighborhood • Central Lincoln • Central Birmingham • Birmingham Villas • Birmingham Estates • Coryell Park • Crestview • Fairfield • Pembroke Manor • HAL Neighborhood • Torry/Sheffield Estates • Hidden Ravines • Quarton Lakes • Holy Name/Mill Pond • Howarth - St. James • South Poppleton • Manors of Birmingham • Hazel/Chestnut/Forest

TABLE 1.4: INFORMATIONAL (DIRECTORY) SIGNAGE DESTINATIONS

PARKING FACILITIES	BUSINESS DISTRICTS	CITY PARKS
<ul style="list-style-type: none"> • N. Old Woodward Parking Garage • Pierce Street Parking Garage • Peabody Street Parking Garage • Park Street Parking Garage • Chester Street Parking Garage • Surface Lot 6 • Surface Lot 7 • Surface Lot 9 	<ul style="list-style-type: none"> • Bowers Business District • Railroad Business District • Central Business District • North Business District • Gallery Row • South Business District • East Maple Business District 	<ul style="list-style-type: none"> • Pembroke Park • Kenning Park • St. James Park • Poppleton Park • Howarth Park • Crestview Park • Linden Park • Smith Park • Manor Park • Quarton Park • West Lincoln Park • Martha Baldwin Park • Shain Park
POINTS OF INTEREST	PUBLIC SERVICES	NEIGHBORHOODS
<ul style="list-style-type: none"> • Historical Museum • Ice Sports Arena • Springdale Golf Course • Lincoln Hills Golf Course 	<ul style="list-style-type: none"> • Barum Health Center • BASCC • Baldwin Library • Municipal Public Building • Service Department • Post Office • Adams Fire Station • Chesterfield Fire Station 	<ul style="list-style-type: none"> • Southfield Road • Ravines Neighborhood • Central Lincoln • Central Birmingham • Birmingham Villas • Birmingham Estates • Coryell Park • Crestview • Fairfield • Pembroke Manor • HAL Neighborhood • Torry/Sheffield Estates • Hidden Ravines • Quarton Lakes • Holy Name/Mill Pond • Howarth - St. James • South Poppleton • Manors of Birmingham • Hazel/Chestnut/Forest
RECREATION	HOTELS	
<ul style="list-style-type: none"> • B/B Art Center Association • Community House • YMCA 	<ul style="list-style-type: none"> • Holiday Inn Express • Townsend Hotel • Hamilton Hotel 	
CEMETERIES	HISTORIC NEIGHBORHOODS	
<ul style="list-style-type: none"> • Greenwood Cemetery • Clover Hill Cemetery 	<ul style="list-style-type: none"> • Shain Park Historical • Central Downtown • Bates Historical District 	
TRANSPORTATION		
<ul style="list-style-type: none"> • Amtrak Rail Station 		

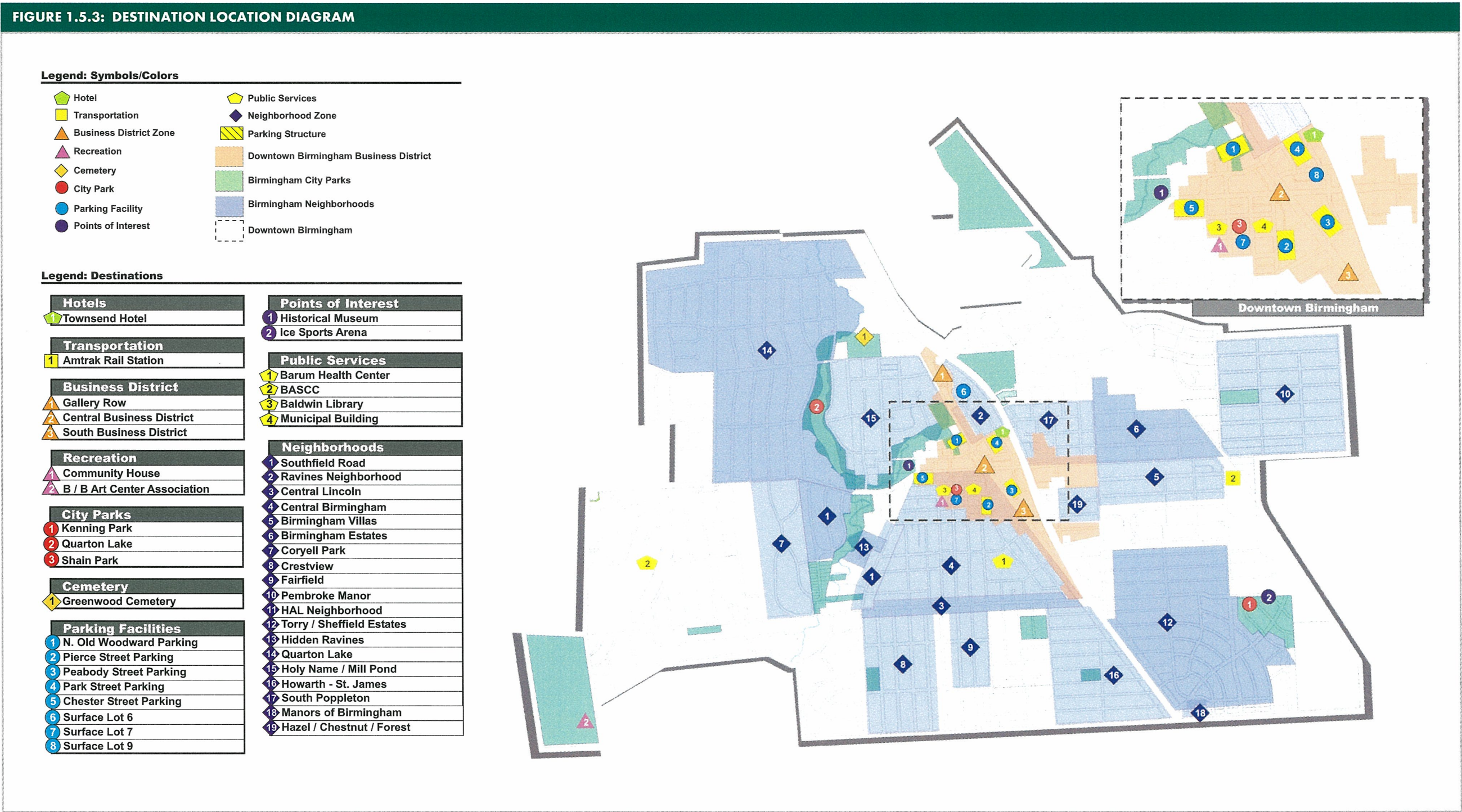
1.5.2 TRAFFIC ROUTES AND DECISION POINTS

The Project Team reviewed city maps, documentation and photos to help identify primary and secondary vehicular entry gateways into the city of Birmingham. These gateways were defined by the Project Team as the primary or secondary points-of-origin for all major vehicular traffic coming into the city. Additionally, in order to better understand the city's traffic flow patterns, all primary, secondary and tertiary streets were identified in a schematic format to depict the most frequently traveled vehicular routes within the city limits. Major vehicular decision points were then identified and also shown schematically. Pedestrian routes from the center of the Downtown area to the surrounding parking facilities were also briefly identified and shown for reference. This schematic diagram was presented to the city for reference and to aid in explaining the project teams understanding of existing conditions within the City of Birmingham (see Figure 1.5.2).



1.5.3 DESTINATION LOCATIONS

Using the destination listings developed during the initial analysis, the project team created a legend and schematic diagram to clearly depict these various destination categories. This diagram was also presented to the city for reference and to aid in explaining the project teams understanding of the final destinations locations within the City of Birmingham (see Figure 1.5.3).



1.5.4 DECISION FLOWCHARTS

There are usually two major levels of sign viewing within most wayfinding systems: pedestrian and vehicular. Both vehicular and pedestrian users were considered when developing the decision flowcharts. These flowcharts were developed to explain graphically the process in which decisions are made and how users get from one destination to another within the City of Birmingham (see Figure 1.5.4, 1.5.5, 1.5.6).

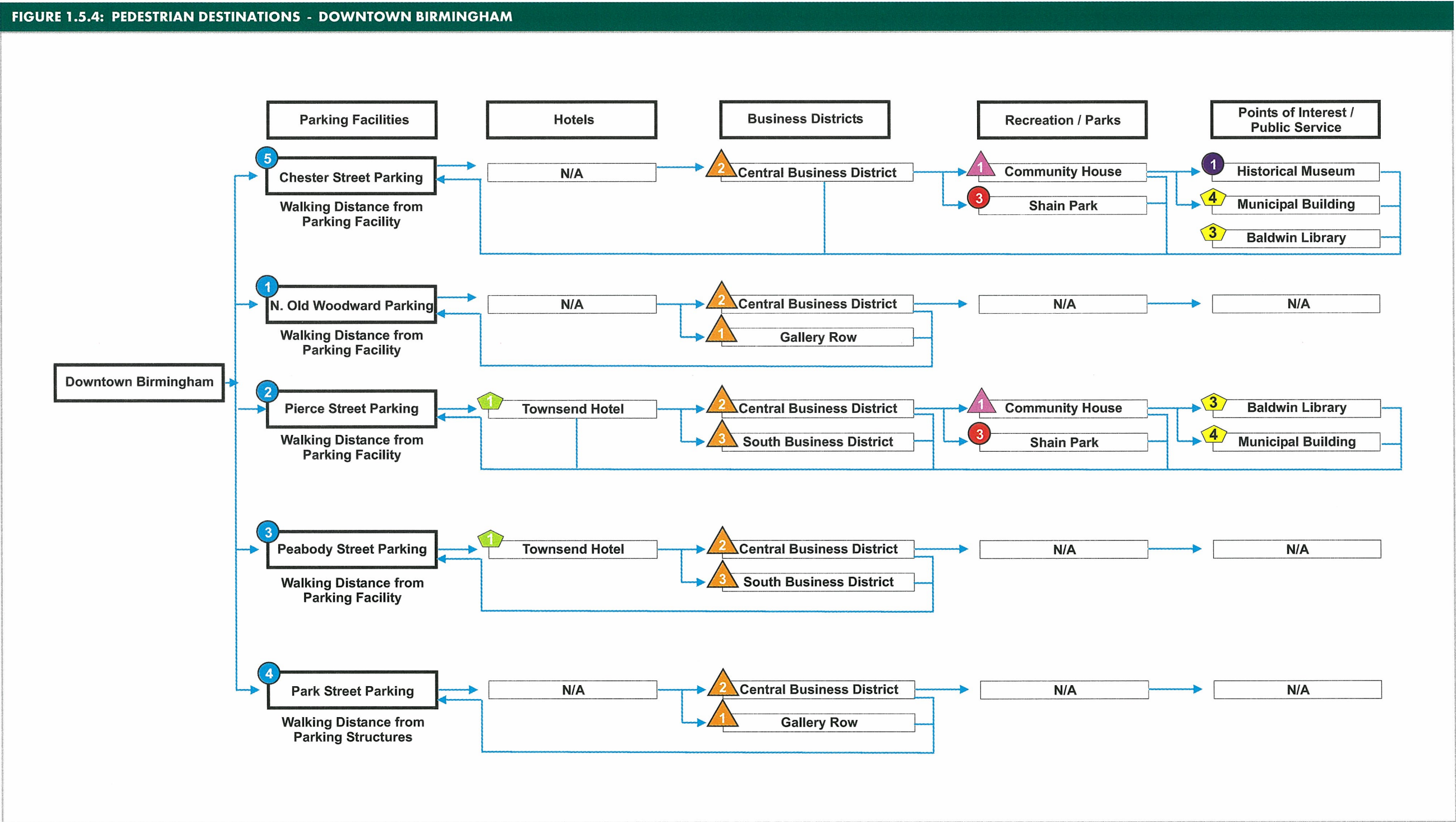


FIGURE 1.5.5: VEHICULAR DESTINATIONS - FROM CITY GATEWAYS

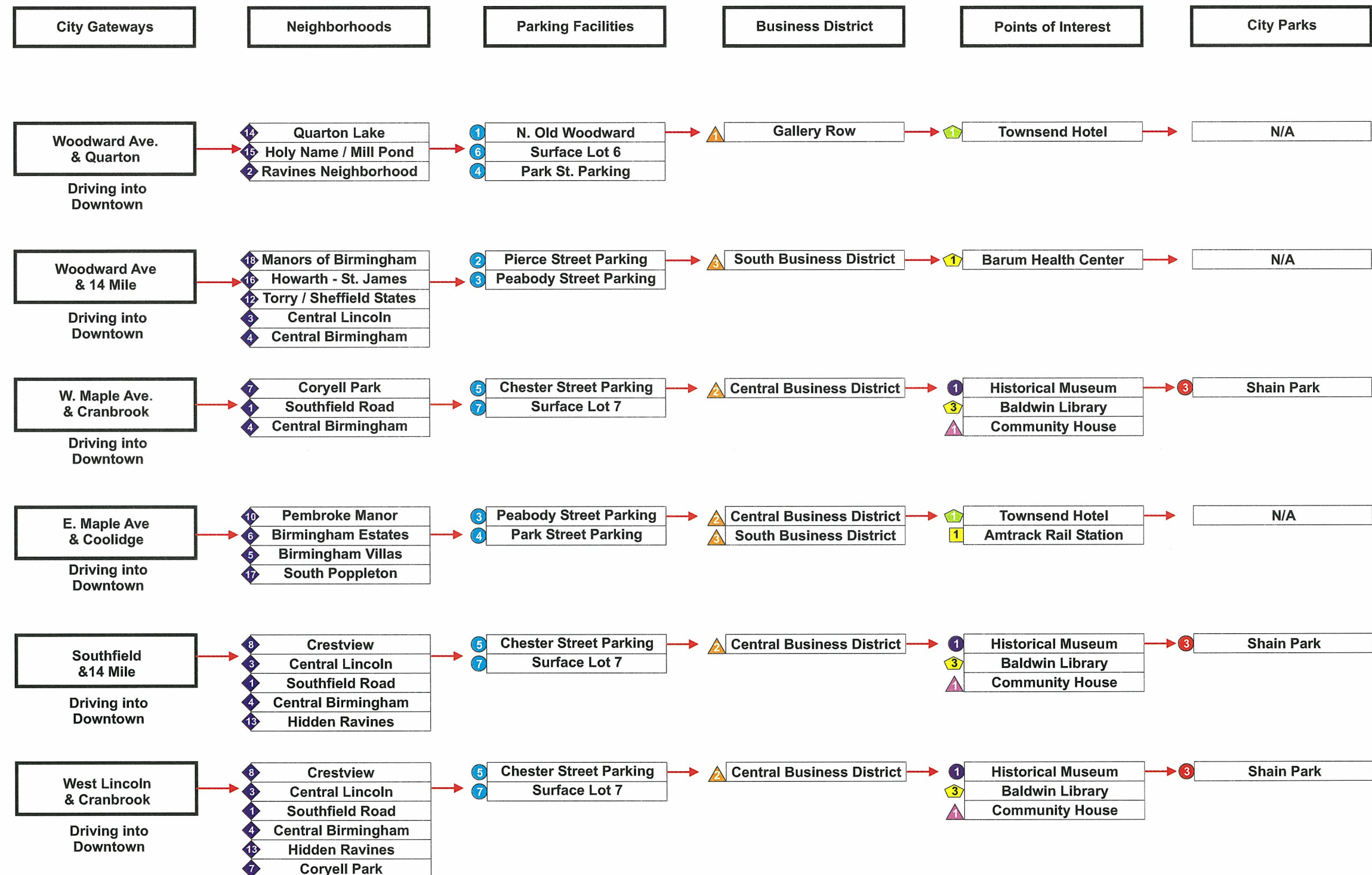
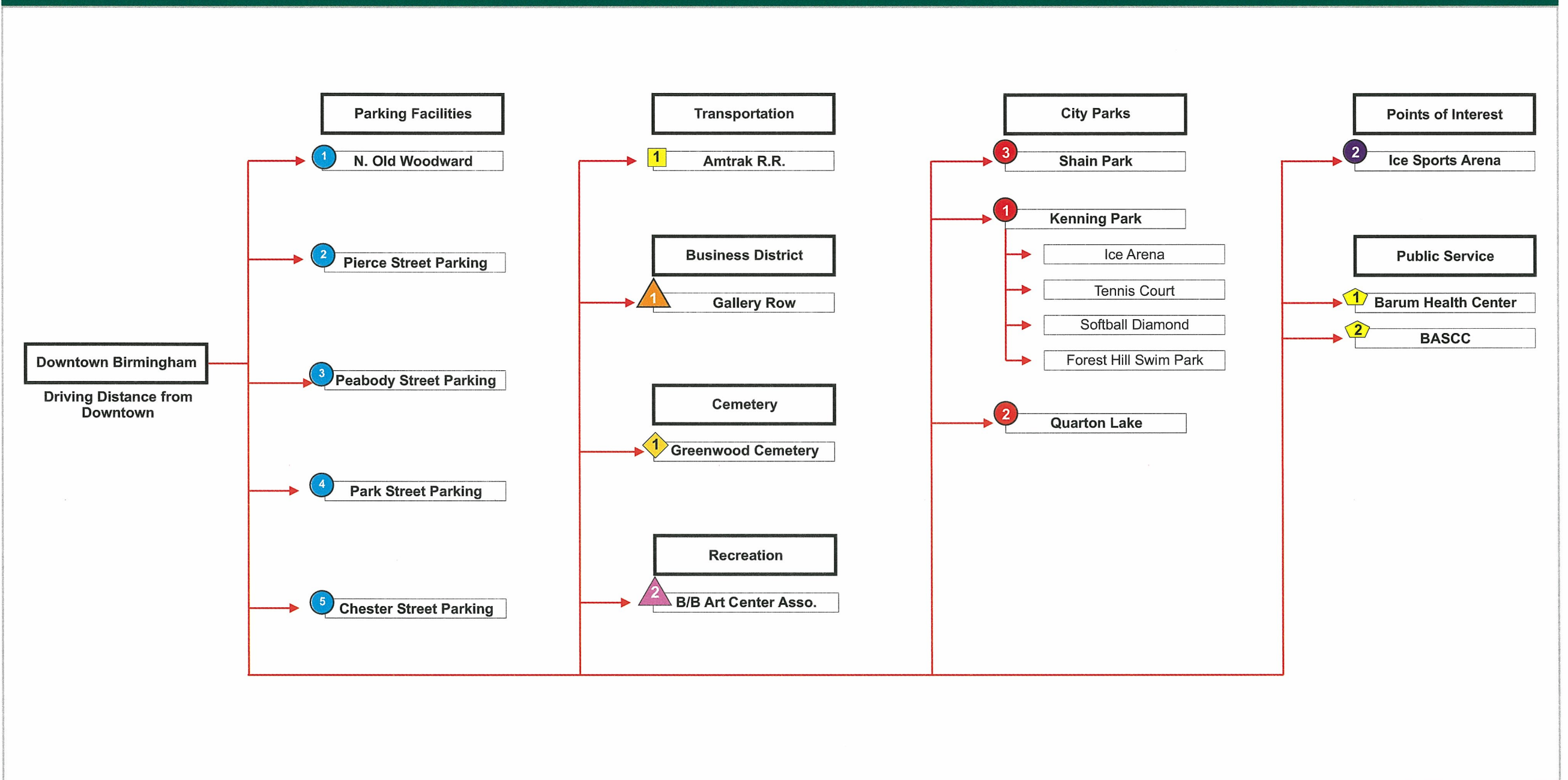


FIGURE 1.5.6: VEHICULAR DESTINATIONS - DOWNTOWN BIRMINGHAM



GRAPHIC GUIDELINES

2.0

SECTION	PAGE
2.0 GRAPHIC GUIDELINES	
2.1 Overview	10
2.2 Typography Standards	10
2.3 Arrows/Symbols	13

2.0 GRAPHIC GUIDELINES

2.1 OVERVIEW

Understanding the needs of the traveling public and how it will react to a system of graphic displays is as much a study of human behavior as it is a study of graphic design. In order to get the desired results from a sign system, a logical method of thinking on the part of city management, environmental graphic consultants, fabricators and designers must be employed.

It is important for signs to adhere to a basic guideline of copy styles and sizes, consistent terminology, recognizable and universally acceptable symbols and uniform colors for standard functions. Message content must be in layman's language, understandable by first-time as well as frequent travelers. This section covers key elements that impact the effectiveness of a signage system and overall wayfinding within the City of Birmingham.

This document attempts to highlight several ideas, but the primary goal is the development of ONE seamless and cohesive signage system. In order for this critical objective to be accomplished, design of new signs must take into consideration the overall impact. In order to be optimal, citizens and visitors should be presented with one consistent system from the roadways and walkways of the city. Designers must understand that their design in a specific area is but one piece in the overall signage puzzle. To guide all stages of development of the signage system it is necessary to envision what it can and should be. Without a unified vision the resulting system will likely become fragmented with less than expected results.

With this being said, there are several components that must come together to make-up an effective signage system. Consistency in the application and usage of each of these is paramount in the development of an optimal system. This section seeks to identify and set guidelines for these components as they relate to signage within the City of Birmingham. The following elements will be covered in general detail to help establish a consistent signage system:

- Font types, size relationships ,kerning, spacing
- Nomenclature and terminology
- Message hierarchy
- Color standards
- Arrow orientation and sizing
- Symbols
- Branding of particular elements
- Mounting requirements

2.1.1 GENERAL GUIDELINES

The following general guidelines should also be adhered to when developing any signage that will be a part of the overall wayfinding system within the City of Birmingham:

- Eliminate visual clutter by concentrating and organizing messages into fewer and more deliberate signs
- Visualize signage as a wayfinding highlight, interesting and pleasing in form and graphics
- Control and limit the diversity of signage materials and sign types
- Successfully integrate some elements of Birmingham's character within this style
- Utilize appropriately sized graphics
- Display limited, succinct and consistent nomenclature
- Be supported by international symbols as appropriate
- Streamline ADA seamlessly into signage
- Nomenclature, design styles, colors, typography, symbols and other design details should be appropriately consistent throughout all parts of the sign system
- The sign system should utilize a discreet family of sign types and maximize their use, while minimizing the use of non-standard sign types
- Identify and reserve a color palette exclusive for signage, and apply this in a limited and controlled fashion
- Enhance ease of wayfinding
- Focus on delivering the right message, in the right place, and at the right time
- Be harmonious with the history and environment of the city

2.2 TYPOGRAPHY

2.2.1 CAPITALIZATION

Aside from special decorative identification uses and certain regulatory signs, all sign word messages should be in initial uppercase followed by lowercase. The following should also be adhered to:

- As required by the Americans with Disabilities Act, all messages should be appropriately sized per viewing level and height of sign face from the ground
- For better legibility, lower case letters should have a lowercase "x" height that should be approximately two-thirds the height of the uppercase letter
- All words should be capitalized except for articles, prepositions and conjunctions
- A consistent capital letter height will be maintained when signs are used in sequence

2.2.2 TYPOGRAPHIC RESTRICTIONS

Typefaces or weights not described above should not be used within the City of Birmingham. Modification of letter shapes is prohibited. Condensed, extended, slanted, outlined or otherwise distorted type should not be used unless deemed appropriate for the sign type and it's intended message and audience.

2.2.3 LETTER SPACING

Unless otherwise indicated, all sign messages shall follow the vendor's normal or "kerned" letter spacing standards. Messages set according to the type vendor's letter spacing standards will not normally require adjustment. In some circumstances, modification of spacing between individual letter pairs may improve the appearance of a sign message. Designers are required to review sample messages for all sign projects and shall recommend spacing modifications where they can be shown to be advantageous. In these instances hand-kerning will be required to adjust spacing. Also, hand-kerning may be required on internally illuminated signs to prevent "halation." Note that messages on highway signage must be verified by a licensed traffic engineer for adequate spacing.

Reducing normal letter or word spacing (e.g. to fit a lengthy message within a restrictive layout area) should be avoided.

Punctuation marks, which relate to two letters should be spaced equally from both letters.

2.2.4 WORD SPACING

Word spacing between related words is normally ¾ (.75) times the capital letter height. (For example, a message using 4" cap letters will have 3" between words). (See Figure 2.2.5).

2.2.5 LINE SPACING

Line spacing shall be ½ (.50) times the cap letter height for words of a related message line. Spacing between unrelated message lines shall typically be 1 times the cap letter height. (See Figure 2.2.6).

2.2.6 TYPE SIZES

Standard type sizes will be listed for each specific sign type per each individual layout.

FIGURE 2.2.1: TYPEFACE - BELL GOTHIC BLACK BT

A B C D E F G H I J K L M N
O P Q R S T U V W X Y Z
a b c d e f g h i j k l m n
o p q r s t u v w x y z
1 2 3 4 5 6 7 8 9 0
! @ # \$ % ^ & * () / ? ' ' " , .

FIGURE 2.2.2: TYPEFACE 2 - BELL GOTHIC BT BOLD

A B C D E F G H I J K L M N
O P Q R S T U V W X Y Z
a b c d e f g h i j k l m n
o p q r s t u v w x y z
1 2 3 4 5 6 7 8 9 0
! @ # \$ % ^ & * () / ? ' ' " , .

FIGURE 2.2.3: TYPEFACE - NEW CALDONIA REGULAR

A B C D E F G H I J K L M N
O P Q R S T U V W X Y Z
a b c d e f g h i j k l m n
o p q r s t u v w x y z
1 2 3 4 5 6 7 8 9 0
! @ # \$ % ^ & * () / ? ' ' " , .

FIGURE 2.2.4: TYPEFACE - CYGNET ROUND REGULAR

*A B C D E F G H I J K L M N
O P Q R S T U V W X Y Z
a b c d e f g h i j k l m n
o p q r s t u v w x y z
1 2 3 4 5 6 7 8 9 0
! @ # \$ % & * () / ? ' ' " , .*

NOTE:

Refer to **Section 3.0: Sign Types** for correct usage of these typefaces to their corresponding sign type.

FIGURE 2.2.5: WORD SPACING

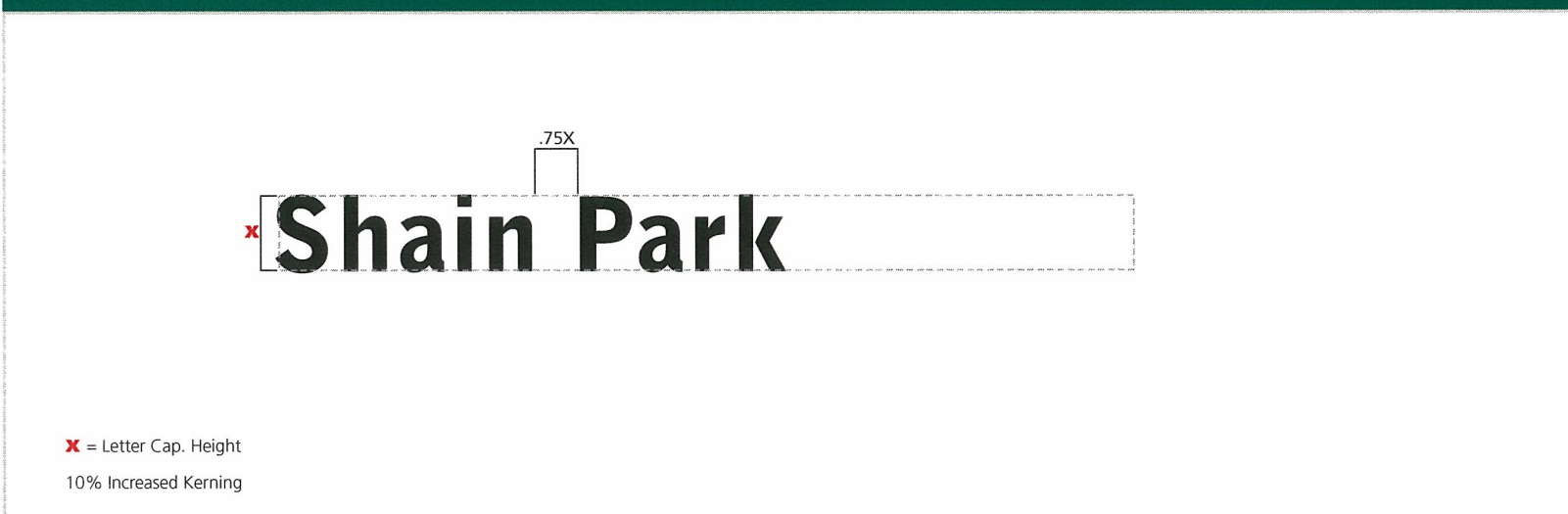
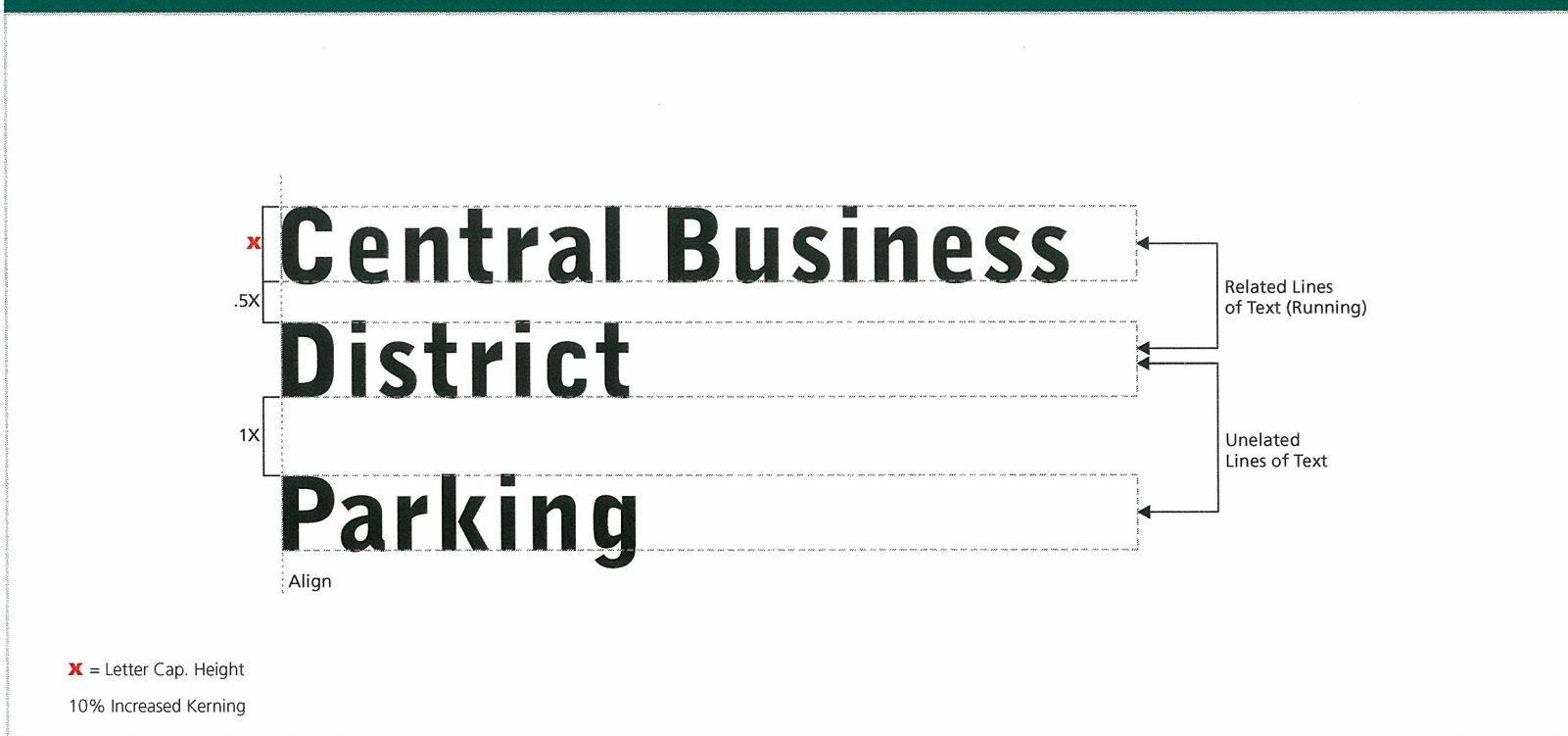


FIGURE 2.2.6: LINE SPACING



2.3 ARROWS/SYMBOLS

2.3.1 ARROWS

Arrow symbols used as directional elements are more flexible and require less sign layout space than messages. Careful review of sign layouts must be done in order to produce proper proportioning between arrows, messages, symbols and sign panel dimensions (see Figure 2.3.1).

The orientation and directional information that arrow symbols intend to convey is of equal importance to the consistent use of the recommended single style arrow. The arrow orientation to convey "straight ahead" is of particular interest. Either "up arrow" or the "down arrow" can be used. Once a method has been selected for the "straight ahead" arrow orientation, consistent application should be continued throughout the signage system. The following are a few guidelines for the use of arrows:

1. Arrow Orientations/Applications (see Figures 2.3.2, 2.3.3)

- The standard arrow can be rendered in eight (8) different orientations. No alternate orientations are acceptable.
- Roadway Signs: Arrow orientation should follow the guidelines provided in the Manual of Uniform Traffic Control Devices (MUTCD). Arrow position on overhead signs shall relate to the traffic lanes.
- Exterior Signs: Arrow orientation should follow the guidelines provided in this section. Straight-ahead pedestrian movement should be indicated by upward-facing arrows, unless a downward-facing arrow can be shown to be clearly advantageous in a specific circumstance. Straight downward-facing arrows are normally reserved to indicate movement to a lower level.

2. Arrow Layout (see Figure 2.3.4)

- The placement of arrows on sign faces should conform to the standard guidelines provided. Arrows may not be positioned in any other location on the sign face.
- Arrows should not point into text. Left-facing arrows should be located on the left side of signs, and right-facing arrows should be located on the right side of signs. Upward-facing arrows are normally located closest to the flow of traffic.
- Roadway Overhead Signs: Arrows should be held within a designated area along the lower edge of the message area. Arrows are normally positioned flush with the bottom edge of the designated arrow area.
- Roadway Ground-Mount Signs: Arrows should be held within a designated vertical column along the left or right side of the message area.
- Exterior Signs: Arrows should be held within a designated vertical column along the left or right side of the message area.

FIGURE 2.3.1: ARROW LAYOUT

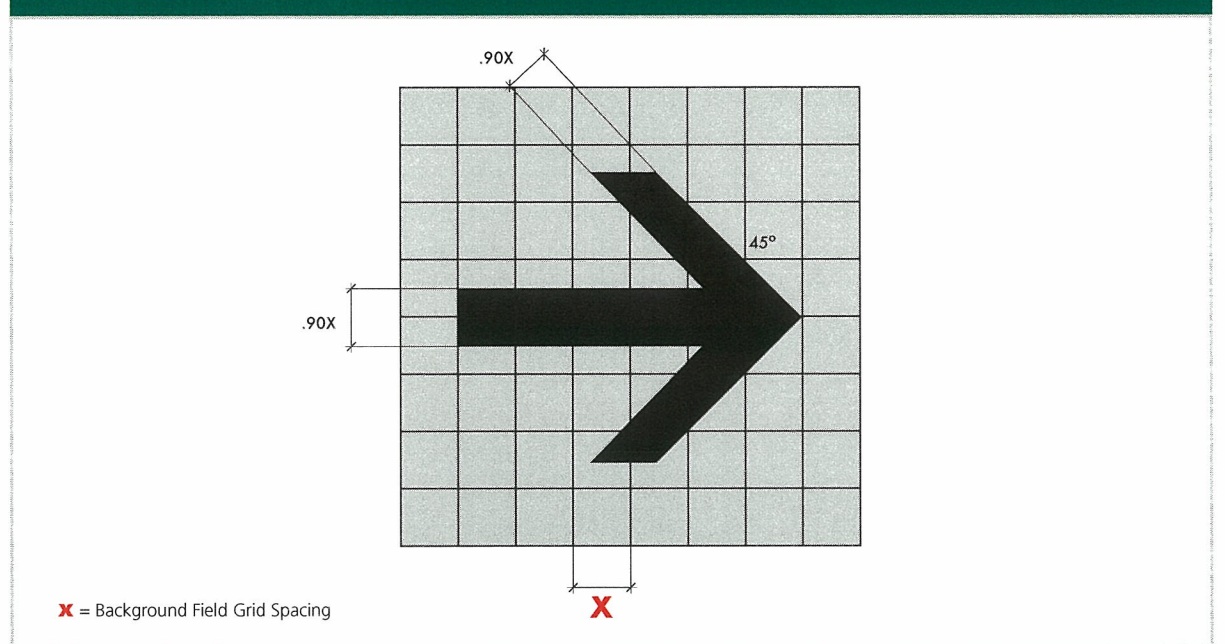


FIGURE 2.3.2: ARROW ORIENTATIONS

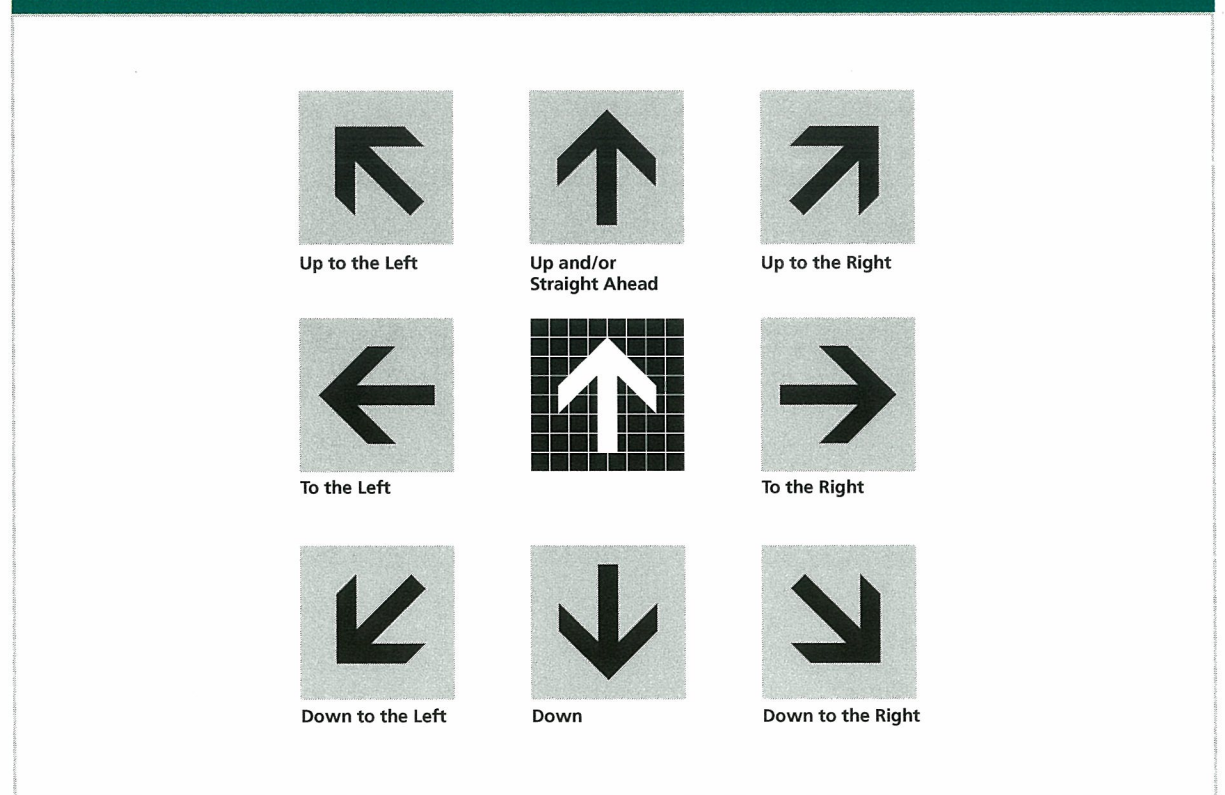





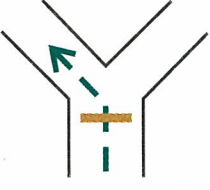

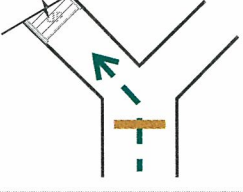

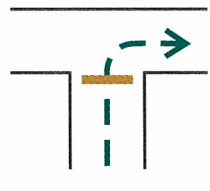

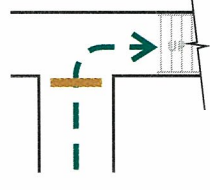


FIGURE 2.3.3: ARROW APPLICATIONS

ARROW ORIENTATION	LOCATION PLAN EXAMPLE	INTERPRETATION
		Straight Ahead
		Up
		Ahead on Left
		Up on Left
		Ahead on Right
		Up on Right


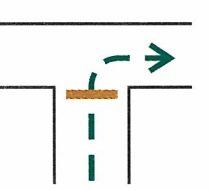

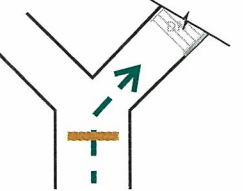

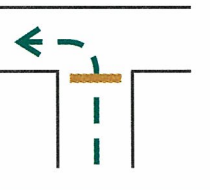

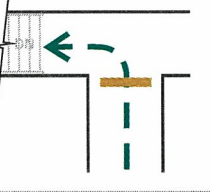

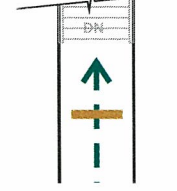
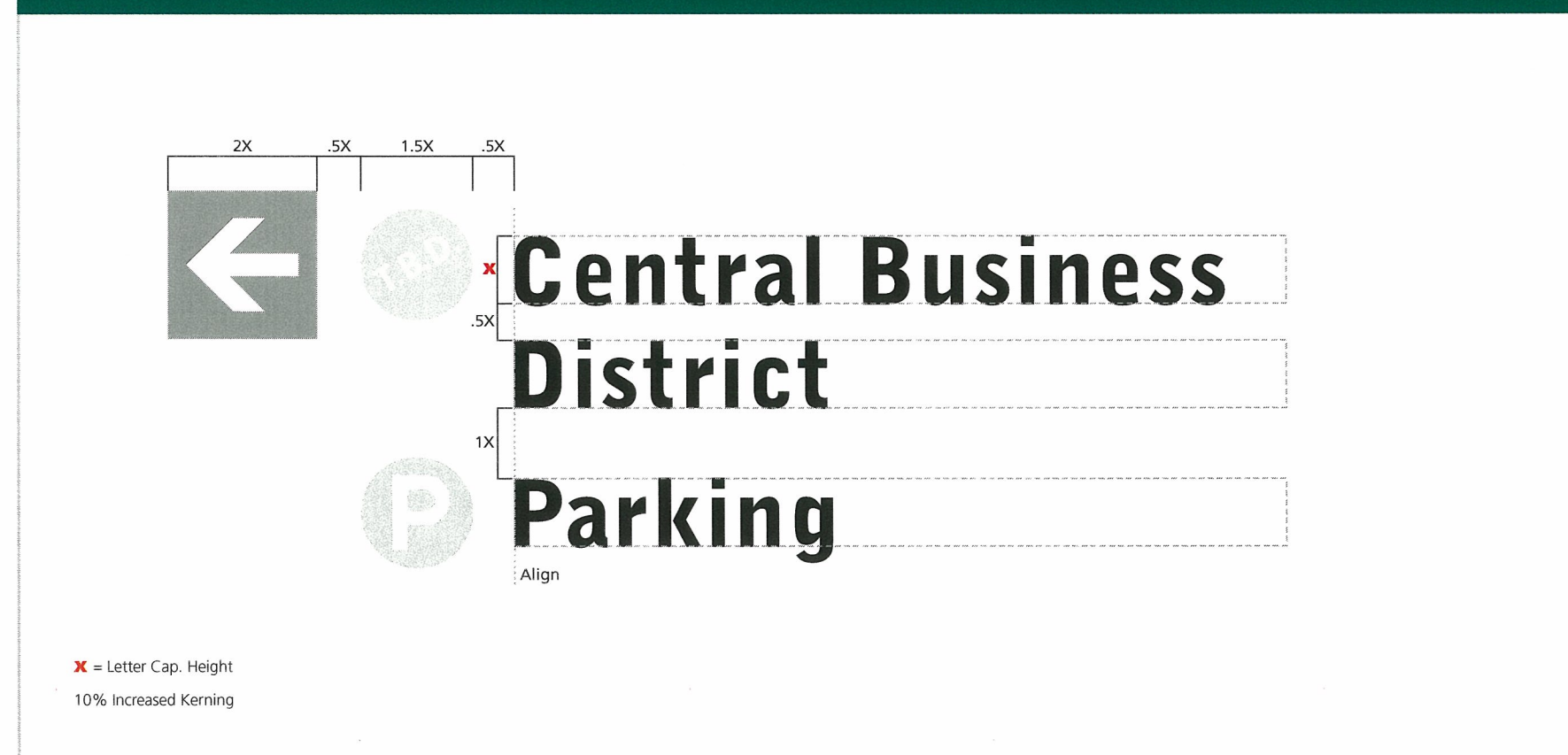
ARROW ORIENTATION	LOCATION PLAN EXAMPLE	INTERPRETATION
		Right
		Down on Right
		Left
		Down on Left
		Down

FIGURE 2.3.4: ARROW LAYOUT



2.3.2 SYMBOLS

In addition to arrows, the development of a cohesive bank of symbols is as critical to the creation of a comprehensive messaging system. These symbols must work in harmony with the messages, and with great consistency between different sign types.

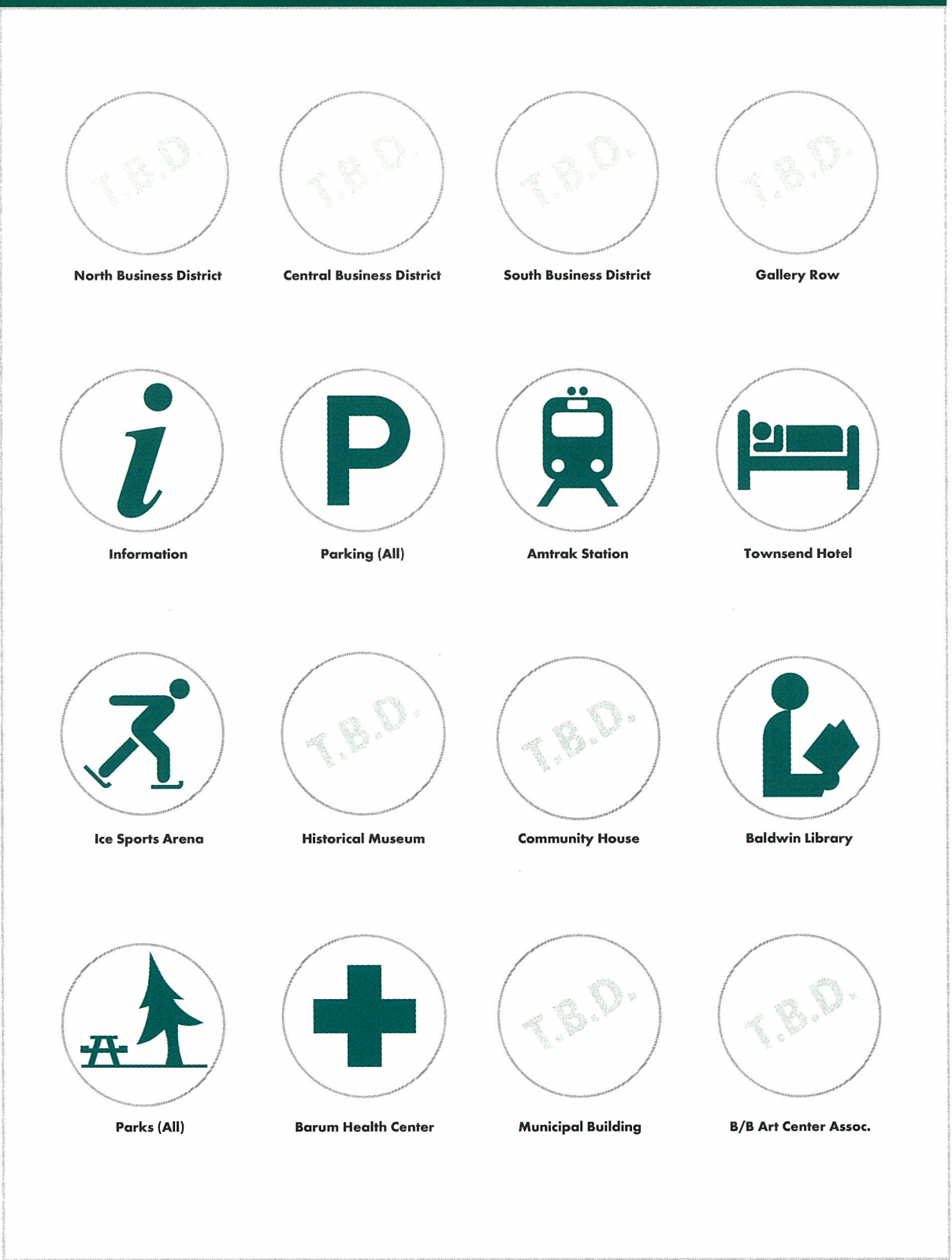
The American Institute of Graphic Arts (AIGA), under contract to the US Department of Transportation have long since developed a series of international symbols in an effort to provide the public with recognizable characters. Today there are more than 46 recognizable symbols available and additional symbols are being developed from time to time.

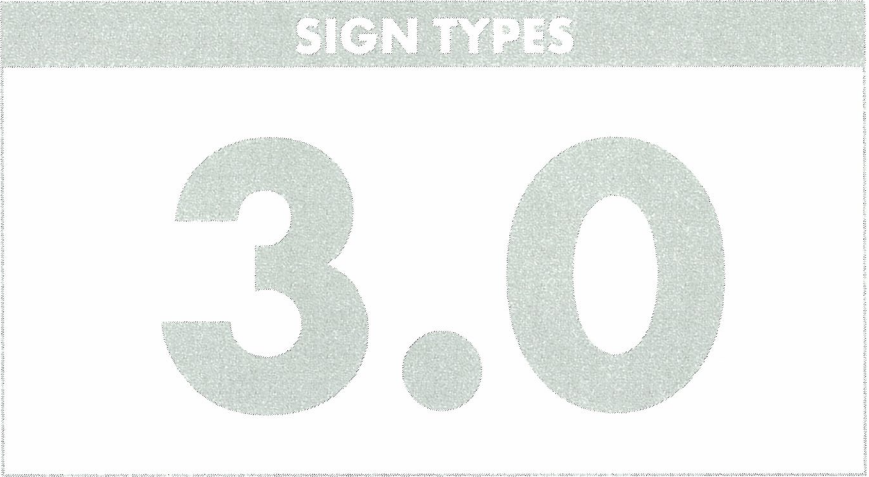
The following are a few guidelines in the use of symbols:

- 1. The use of short verbal messages along with symbols is more effective than the use of symbols alone.
- 2. To mix messages and symbols for relatively minor or secondary functions, activities or tenants with essential public messages and main directional information weakens the overall communication of the entire system.
- 3. Too many symbols or arrows at any one particular location can be counter-productive to the information being provided.

The following figure (Figure 2.3.5) details the initial list of acceptable symbols and their intended accompanying message..

FIGURE 2.3.5: SYMBOLS





SECTION	PAGE
3.0 SIGN TYPES	
3.1 Vehicular Directionals	17
3.2 Pedestrian Directionals	18
3.3 Parking Identification	19
3.4 City Identification	21
3.5 Information Directories	23

VEHICULAR DIRECTIONALS

PRIMARY VEHICULAR DIRECTIONAL

SCALE: 1/4" = 1'-0"

COLORS:

1 PMS 627

2 PMS 5535

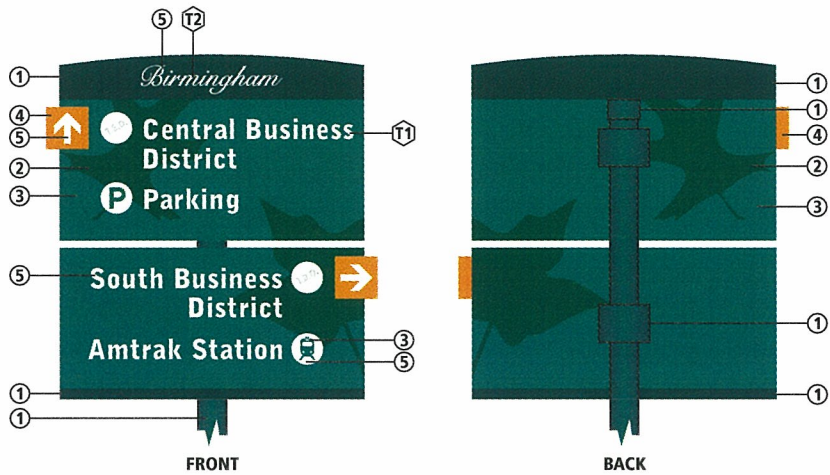
3 PMS 554

4 PMS 159

5 White

TYPEFACES:

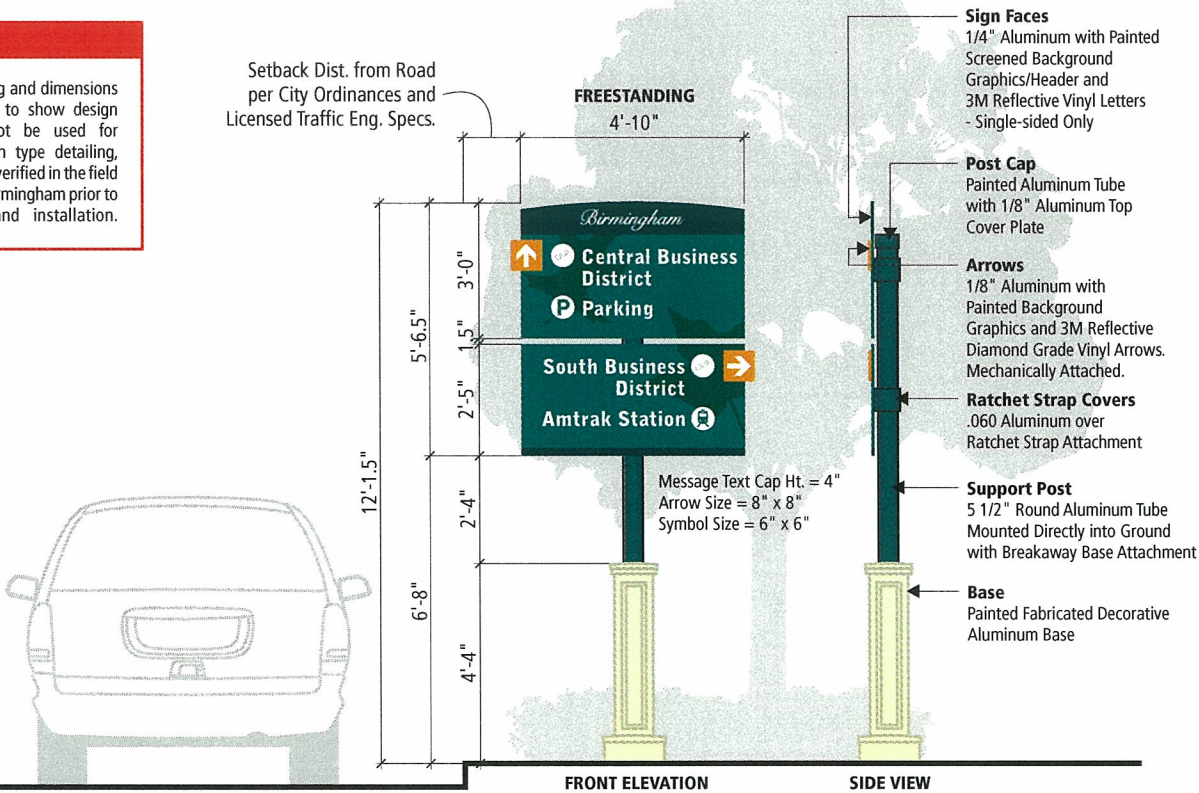
- T1 Bell Gothic Black BT
- T2 Cygnet Round Regular



NOTE:

The general sign type detailing and dimensions displayed here are intended to show design intent only and should not be used for fabrication purposes. All sign type detailing, sizing and placement must be verified in the field and approved by the City of Birmingham prior to specification, fabrication and installation.

Setback Dist. from Road per City Ordinances and Licensed Traffic Eng. Specs.



SECONDARY VEHICULAR DIRECTIONAL

SCALE: 1/4" = 1'-0"

COLORS:

1 PMS 627

2 PMS 5535

3 PMS 554

4 PMS 159

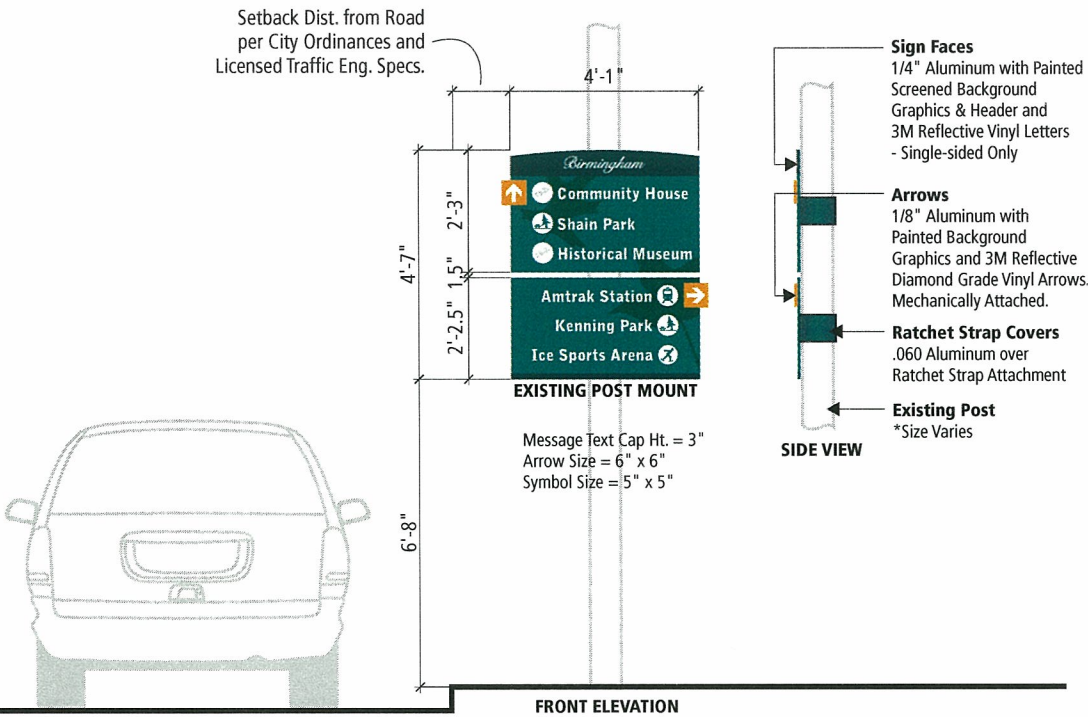
5 White

TYPEFACES:

- T1 Bell Gothic Black BT
- T2 Cygnet Round Regular



Setback Dist. from Road per City Ordinances and Licensed Traffic Eng. Specs.



PEDESTRIAN DIRECTIONALS

PEDESTRIAN DIRECTIONAL

SCALE: 3/8" = 1'-0"

COLORS:

1 PMS 627	2 PMS 5535	3 PMS 554	4 PMS 159	5 White
-----------	------------	-----------	-----------	---------

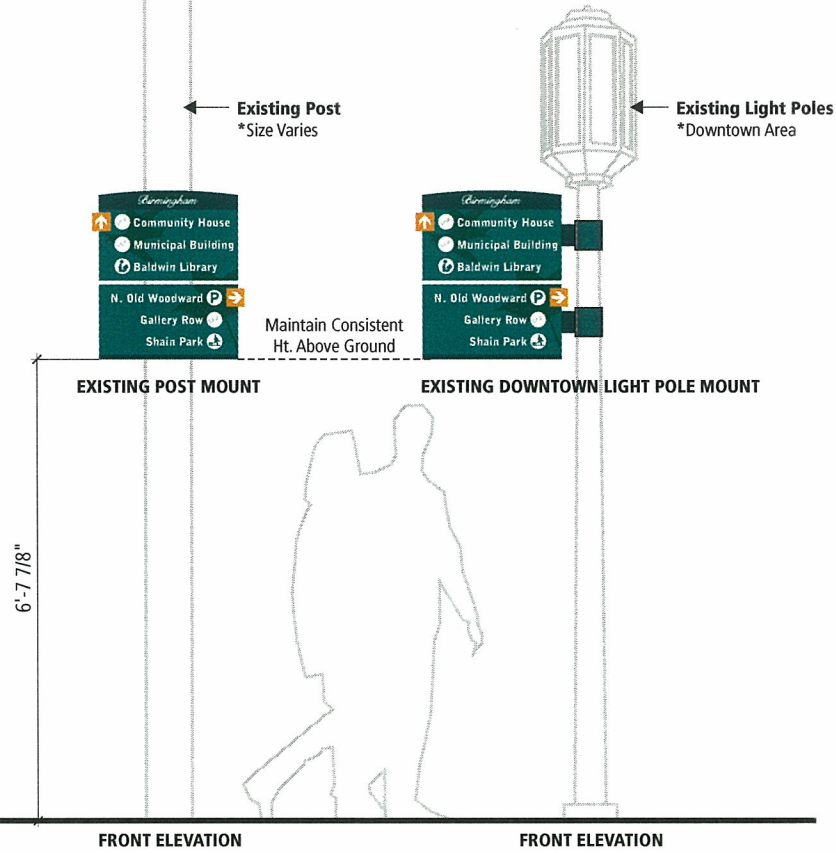
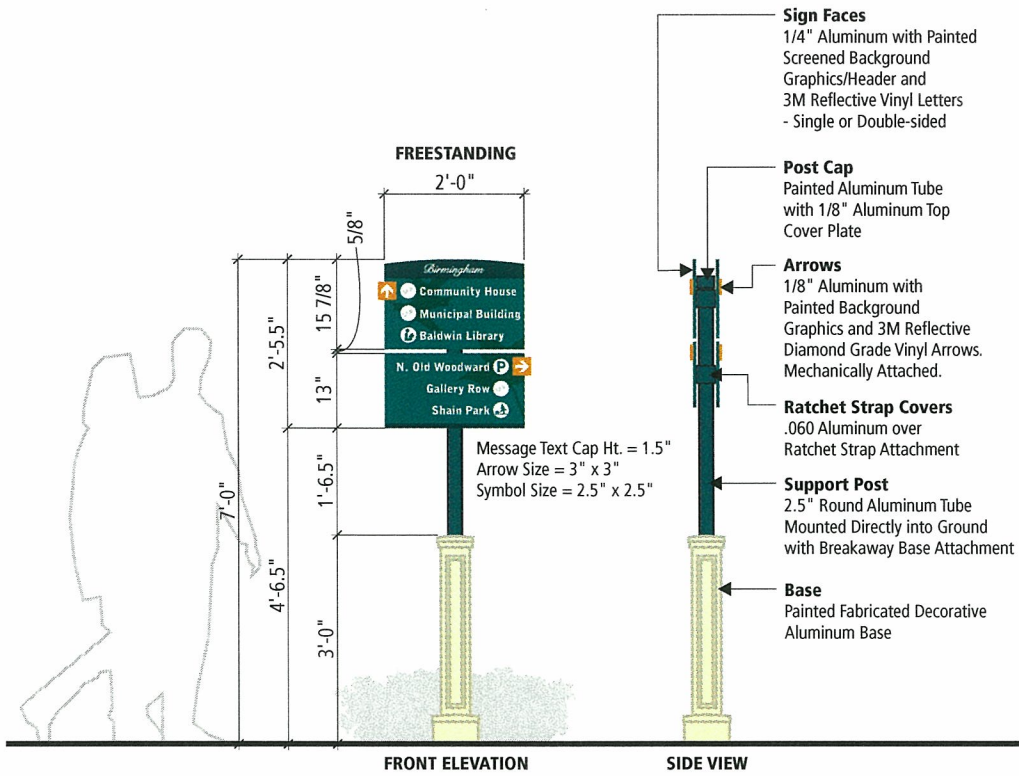
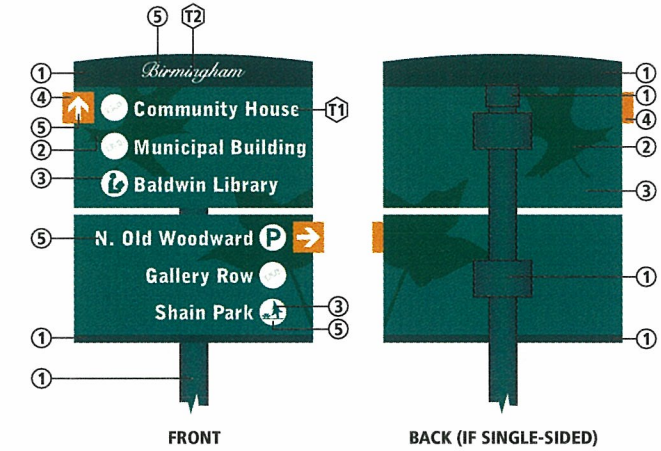
TYPEFACES:

T1 Bell Gothic Black BT

T2 Cygnet Round Regular

NOTE:

The general sign type detailing and dimensions displayed here are intended to show design intent only and should not be used for fabrication purposes. All sign type detailing, sizing and placement must be verified in the field and approved by the City of Birmingham prior to specification, fabrication and installation.

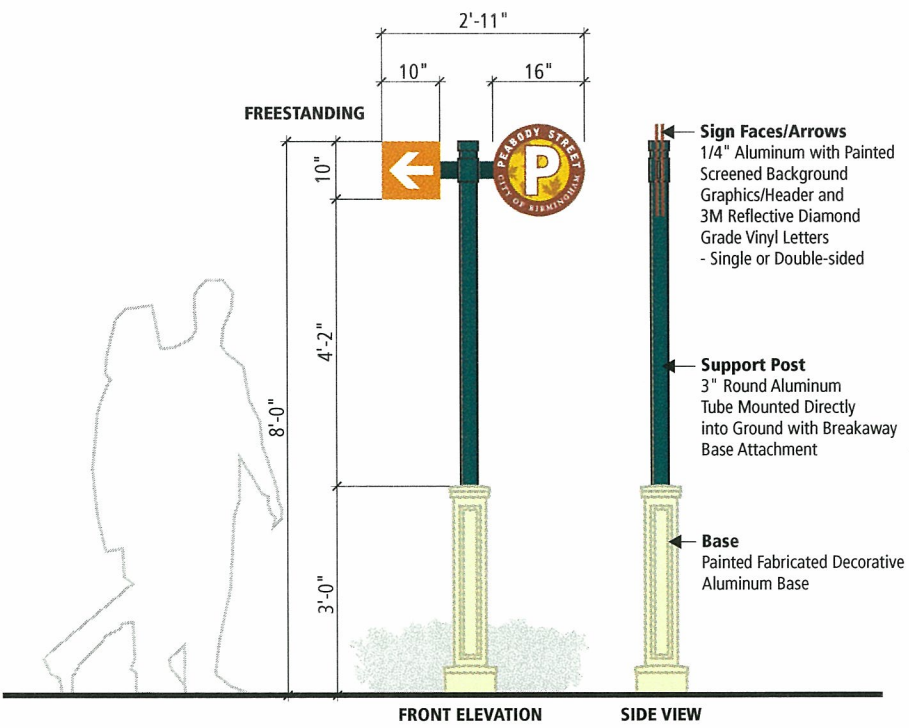
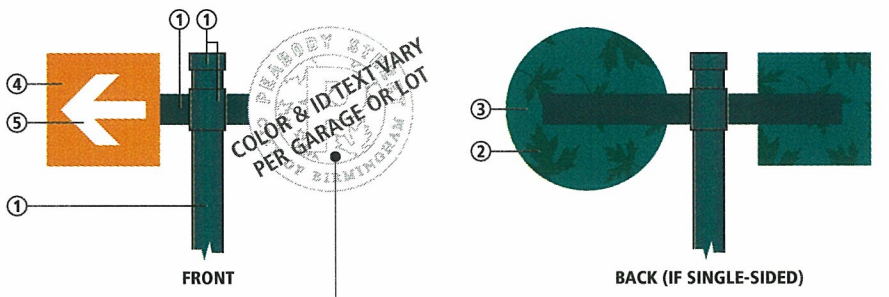


PARKING TRAILBLAZER

SCALE: 3/8" = 1'-0"

COLORS:

1 PMS 627	2 PMS 5535	3 PMS 554	4 PMS 159	5 White
-----------	------------	-----------	-----------	---------

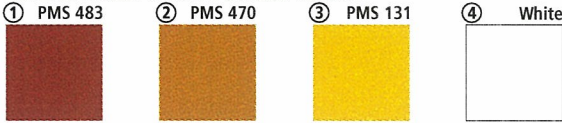


PARKING IDENTIFICATION

PARKING GARAGE IDENTIFICATION

SCALE: 1/4" = 1'-0"

PEABODY STREET PARKING GARAGE COLORS:



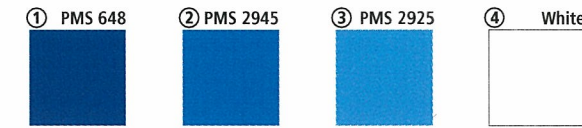
TYPEFACES:

- T1 Bell Gothic Black BT
- T2 New Caledonia Regular

NOTE:

The general sign type detailing and dimensions displayed here are intended to show design intent only and should not be used for fabrication purposes. All sign type detailing, sizing and placement must be verified in the field and approved by the City of Birmingham prior to specification, fabrication and installation.

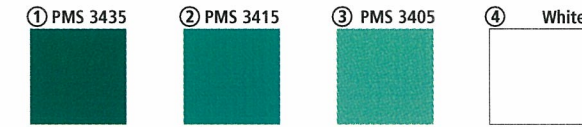
NORTH OLD WOODWARD PARKING GARAGE COLORS:



TYPEFACES:

- T1 Bell Gothic Black BT
- T2 New Caledonia Regular

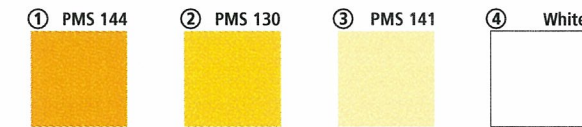
PIERCE STREET PARKING GARAGE COLORS:



TYPEFACES:

- T1 Bell Gothic Black BT
- T2 New Caledonia Regular

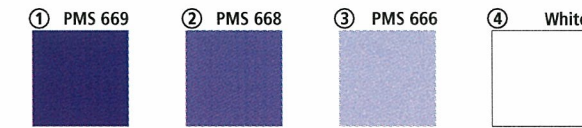
CHESTER STREET PARKING GARAGE COLORS:



TYPEFACES:

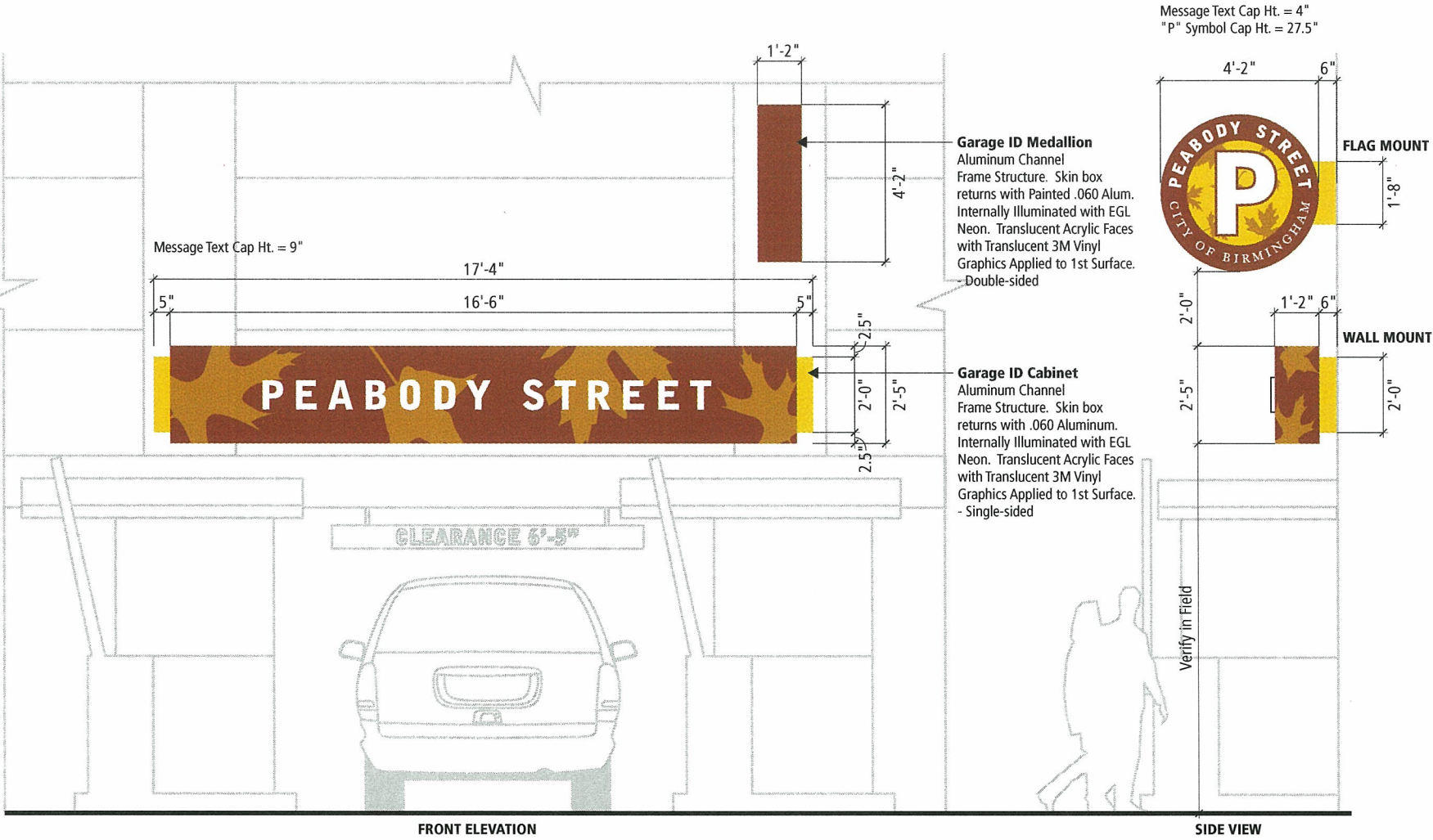
- T1 Bell Gothic Black BT
- T2 New Caledonia Regular

PARK STREET PARKING GARAGE COLORS:



TYPEFACES:

- T1 Bell Gothic Black BT
- T2 New Caledonia Regular



PARKING IDENTIFICATION

SURFACE LOT PARKING IDENTIFICATION

SCALE: 3/8" = 1'-0"

COLORS:

① PMS 627

② Black

③ PMS 286

④ PMS 2935

⑤ White

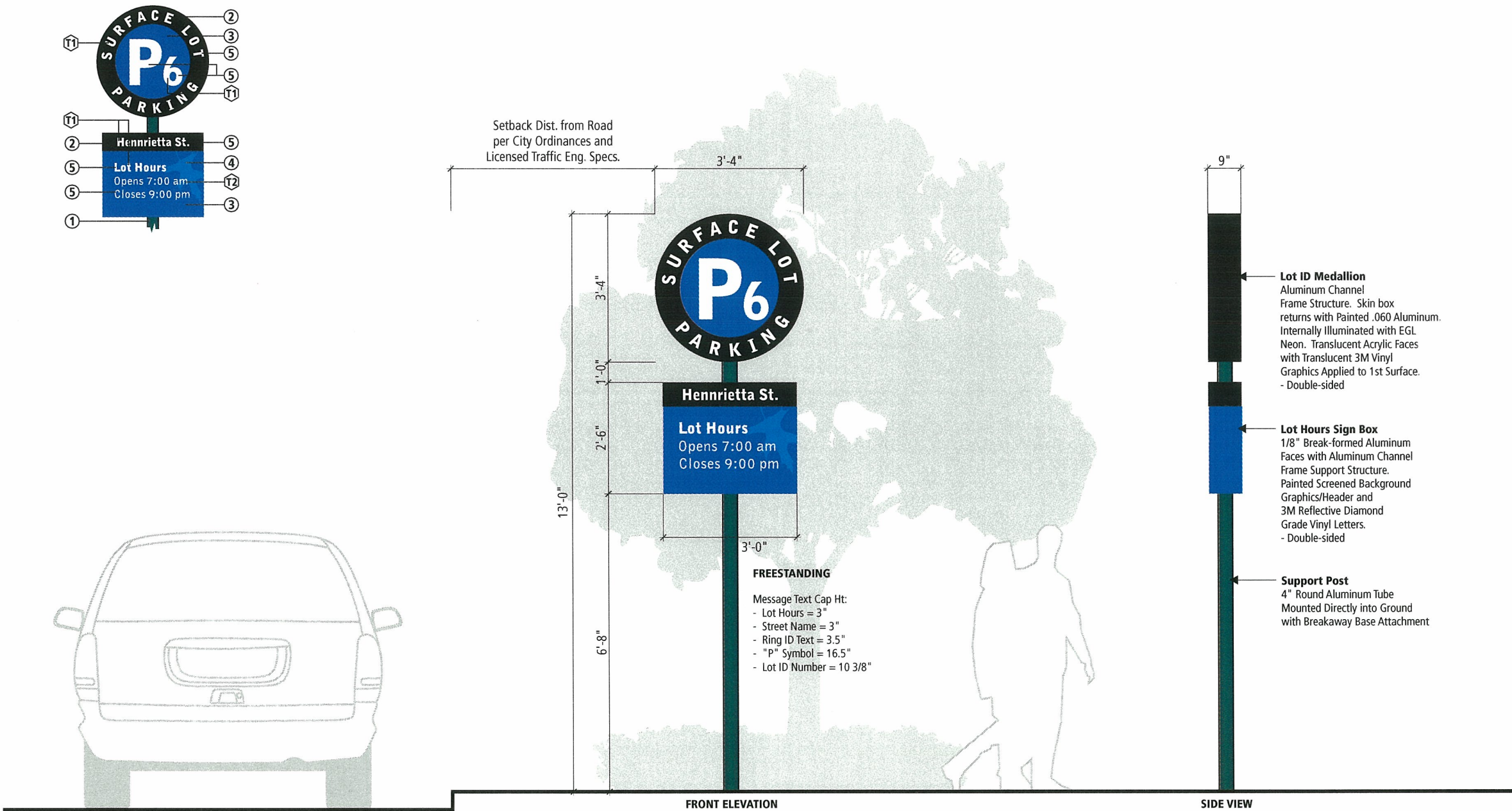
TYPEFACES:

⑪ Bell Gothic Black BT

⑫ Bell Gothic BT Bold

NOTE:

The general sign type detailing and dimensions displayed here are intended to show design intent only and should not be used for fabrication purposes. All sign type detailing, sizing and placement must be verified in the field and approved by the City of Birmingham prior to specification, fabrication and installation.



CITY IDENTIFICATION

NEIGHBORHOOD IDENTIFICATION

SCALE: 3/8" = 1'-0"

COLORS:

1 PMS 627

2 PMS 554

3 PMS 377

4 PMS 577

5 PMS 5405

6 White

TYPEFACES:

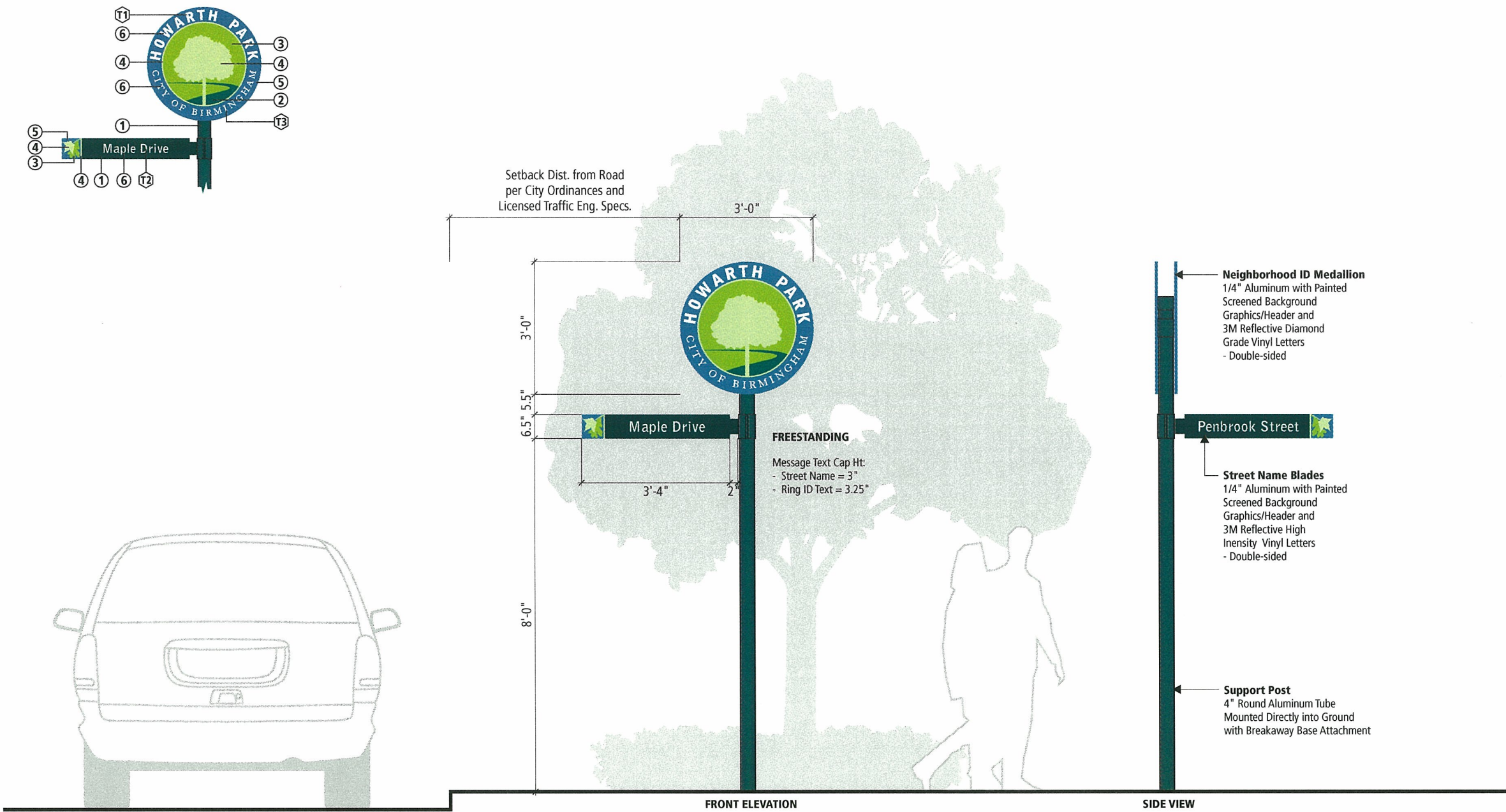
T1 Bell Gothic Black BT

T2 Bell Gothic BT Bold

T3 New Caldonia Regular

NOTE:

The general sign type detailing and dimensions displayed here are intended to show design intent only and should not be used for fabrication purposes. All sign type detailing, sizing and placement must be verified in the field and approved by the City of Birmingham prior to specification, fabrication and installation.



CITY IDENTIFICATION

GATEWAY IDENTIFICATION

SCALE: 3/8" = 1'-0"

COLORS:

1 PMS 627

2 PMS 5535

3 PMS 554

4 PMS 577

5 Gold

6 White

TYPEFACES:

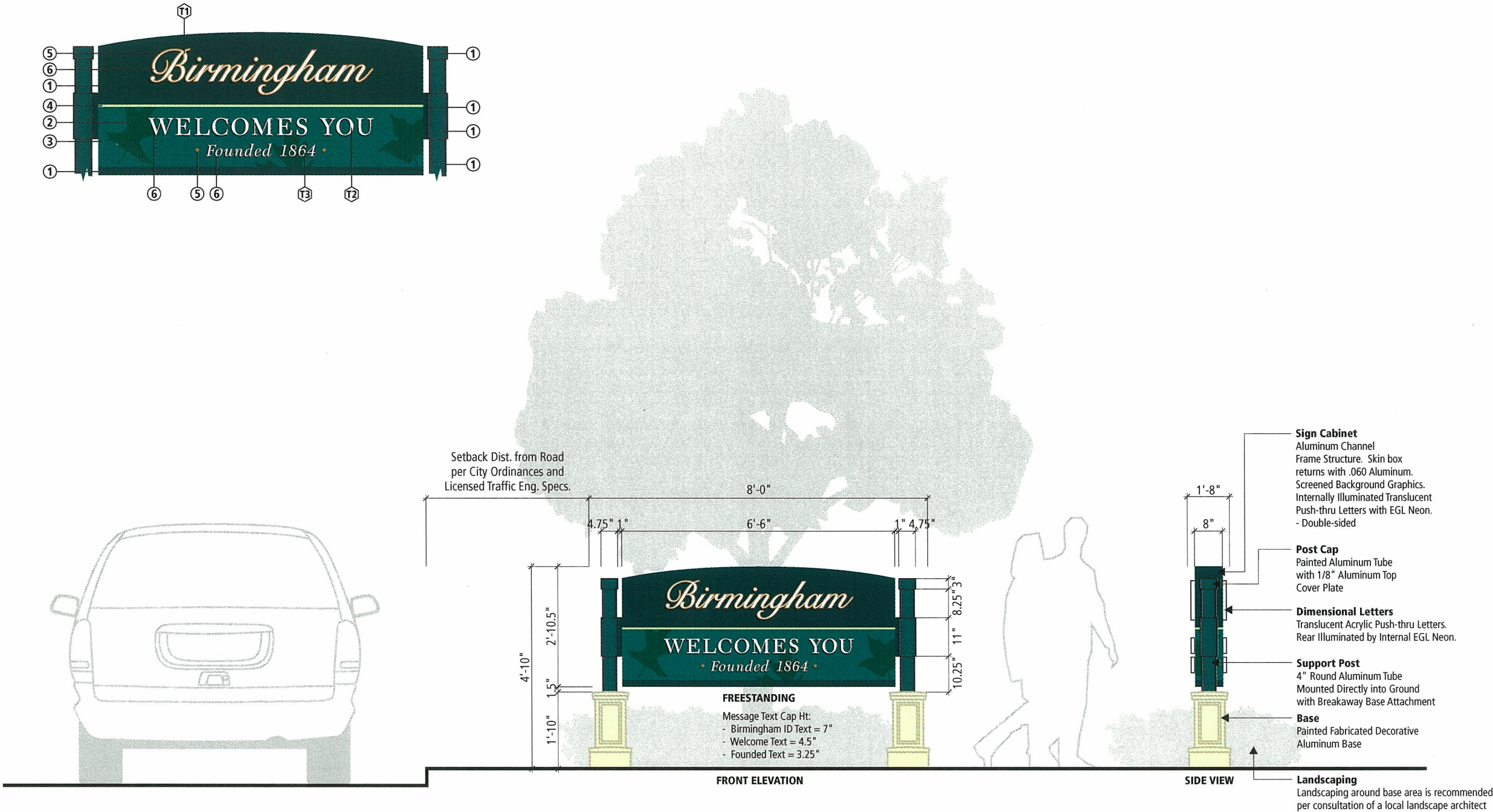
T1 Cygnet Round Regular

T2 New Caldonia Regular

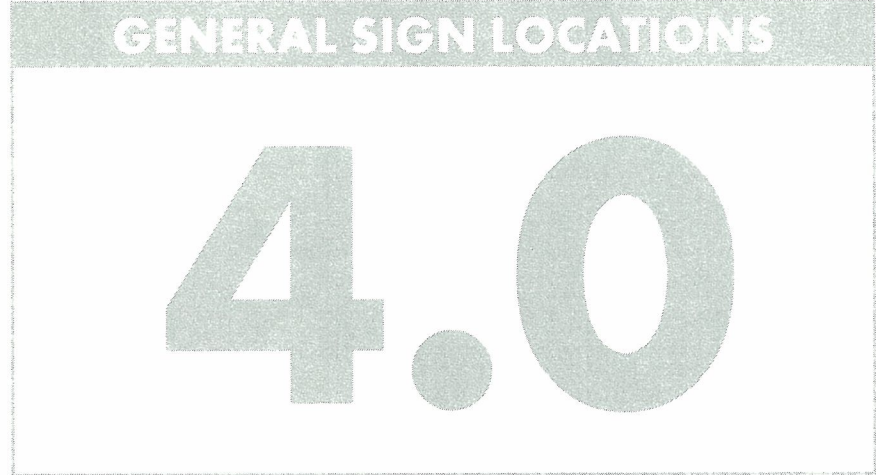
T3 New Caldonia Regular Italic

NOTE:

The general sign type detailing and dimensions displayed here are intended to show design intent only and should not be used for fabrication purposes. All sign type detailing, sizing and placement must be verified in the field and approved by the City of Birmingham prior to specification, fabrication and installation.



May 2004



GENERAL LOCATIONS

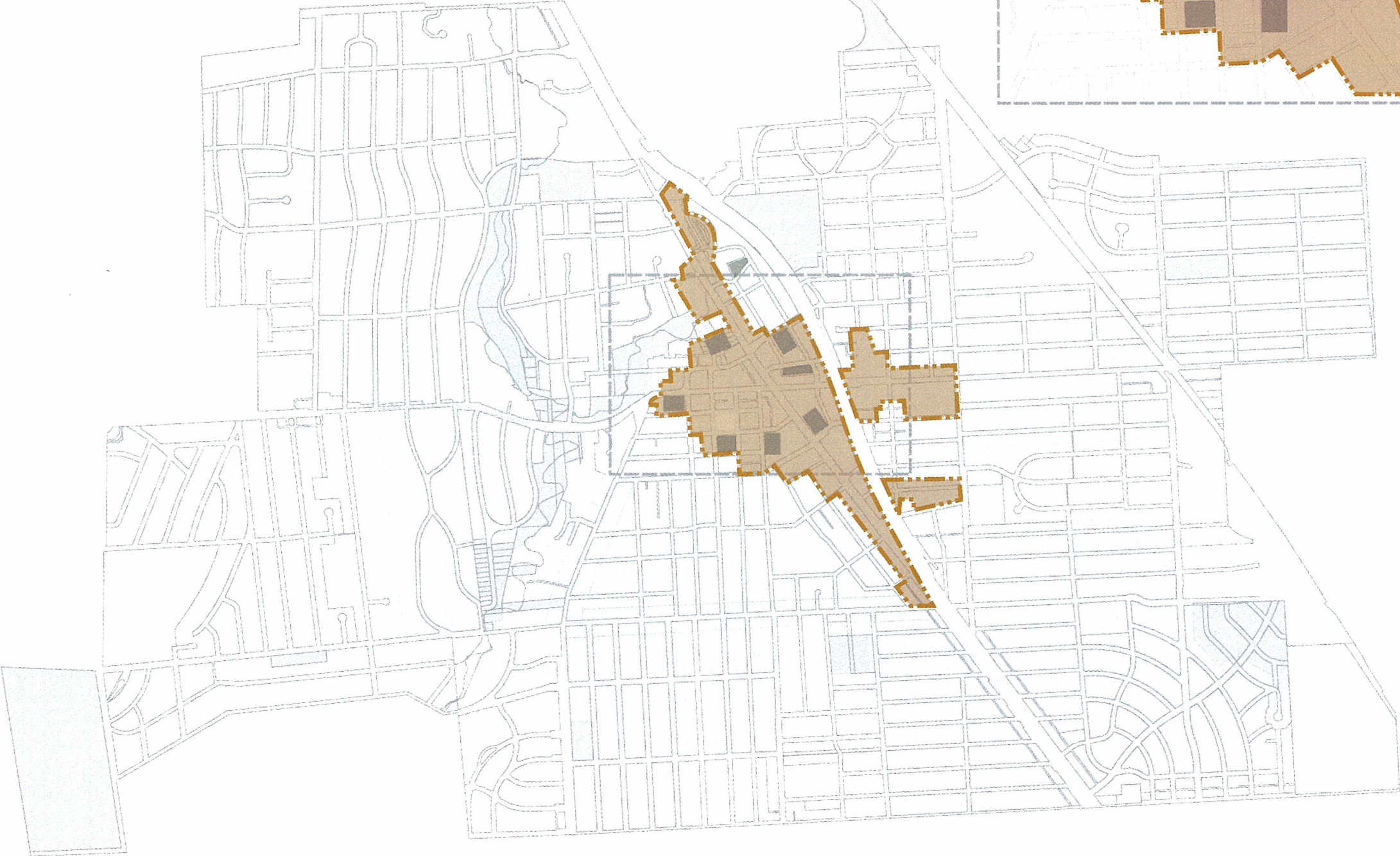
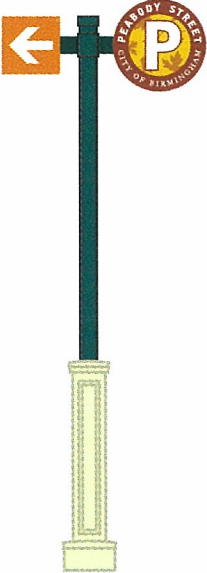
PARKING TRAILBLAZERS

NOTE:

General sign locations shown here are for conceptual reference only and are intended to represent very rough general areas of sign placement. They should not be used for actual sign placement purposes. Because this is a conceptual reference, not all sign locations have been shown. A detailed survey must be created in order to determine precise sign locations, sign face orientations, mounting methods and arrow orientation / symbols / message text. Quantities and exact placements are to be determined during the final design phase. All sign placement locations must be verified in the field and approved by the City of Birmingham.

***Sign Type Specific Note:**

Care must be taken not to over sign with Parking Trailblazers. Limiting signs to major decision points, occasional reinforcement locations and areas close to the actual Parking Facilities is recommended. Exact recommended locations are to be determined during the final design phase.



GENERAL LOCATIONS






PARKING IDENTIFICATION: GARAGES

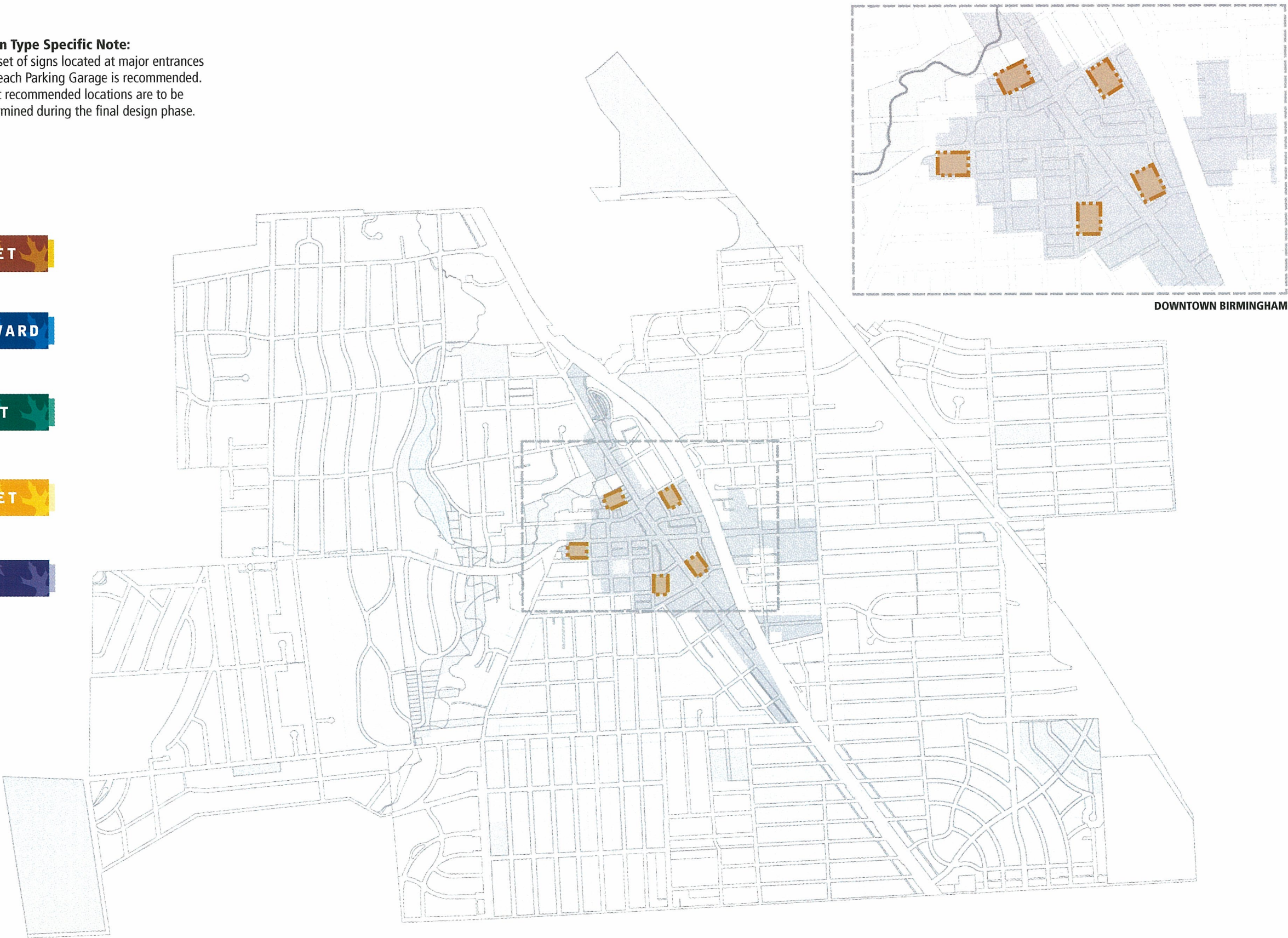
NOTE:

General sign locations shown here are for conceptual reference only and are intended to represent very rough general areas of sign placement. They should not be used for actual sign placement purposes. Because this is a conceptual reference, not all sign locations have been shown. A detailed survey must be created in order to determine precise sign locations, sign face orientations, mounting methods and arrow orientation / symbols / message text. Quantities and exact placements are to be determined during the final design phase. All sign placement locations must be verified in the field and approved by the City of Birmingham.

***Sign Type Specific Note:**

One set of signs located at major entrances into each Parking Garage is recommended. Exact recommended locations are to be determined during the final design phase.

-  **PEABODY STREET**
-  **NORTH OLD WOODWARD**
-  **PIERCE STREET**
-  **CHESTER STREET**
-  **PARK STREET**



DOWNTOWN BIRMINGHAM

GENERAL LOCATIONS

PARKING IDENTIFICATION: SURFACE LOTS

NOTE:

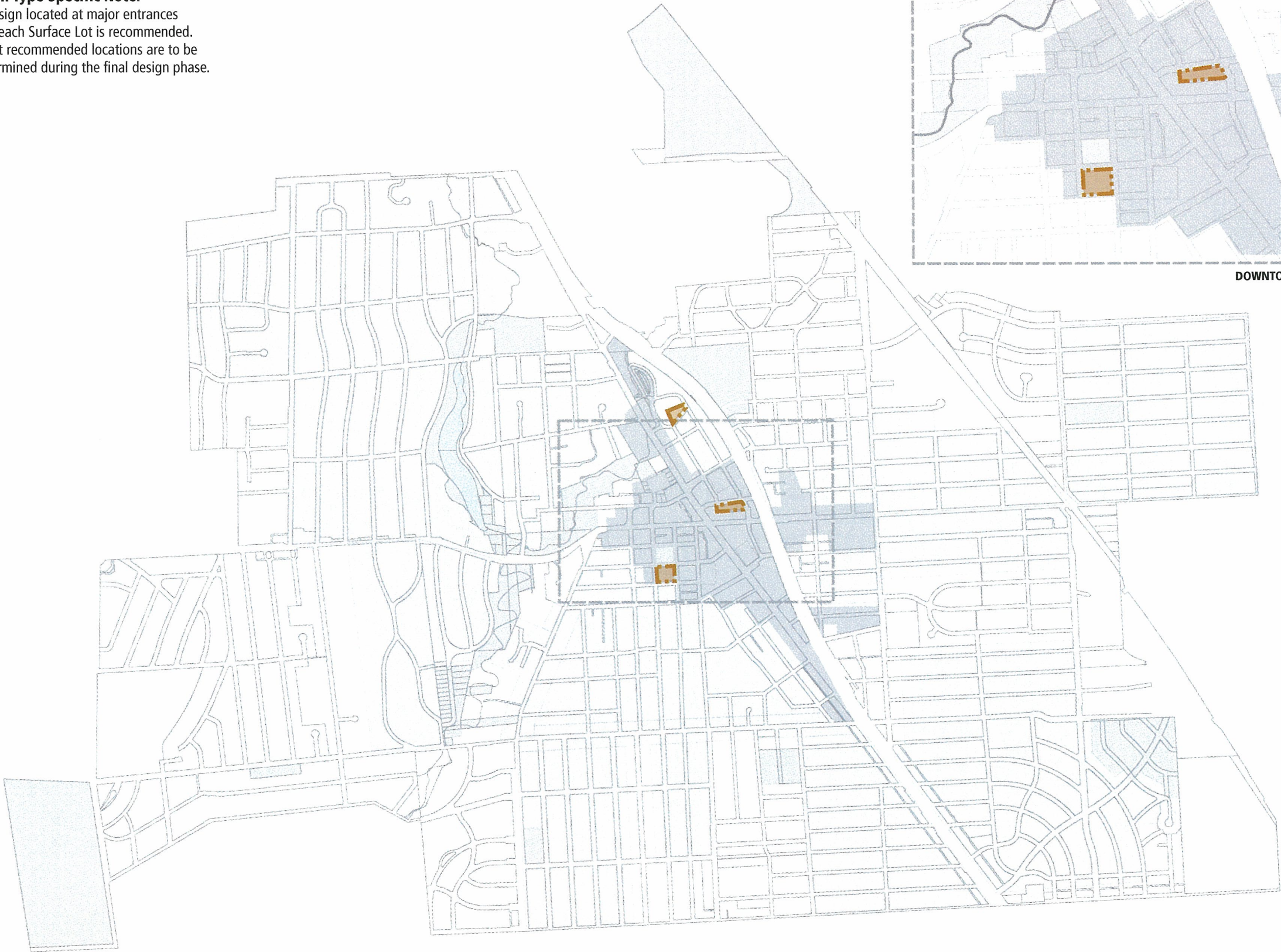
General sign locations shown here are for conceptual reference only and are intended to represent very rough general areas of sign placement. They should not be used for actual sign placement purposes. Because this is a conceptual reference, not all sign locations have been shown. A detailed survey must be created in order to determine precise sign locations, sign face orientations, mounting methods and arrow orientation / symbols / message text. Quantities and exact placements are to be determined during the final design phase. All sign placement locations must be verified in the field and approved by the City of Birmingham.

***Sign Type Specific Note:**

One sign located at major entrances into each Surface Lot is recommended. Exact recommended locations are to be determined during the final design phase.



DOWNTOWN BIRMINGHAM



GENERAL LOCATIONS

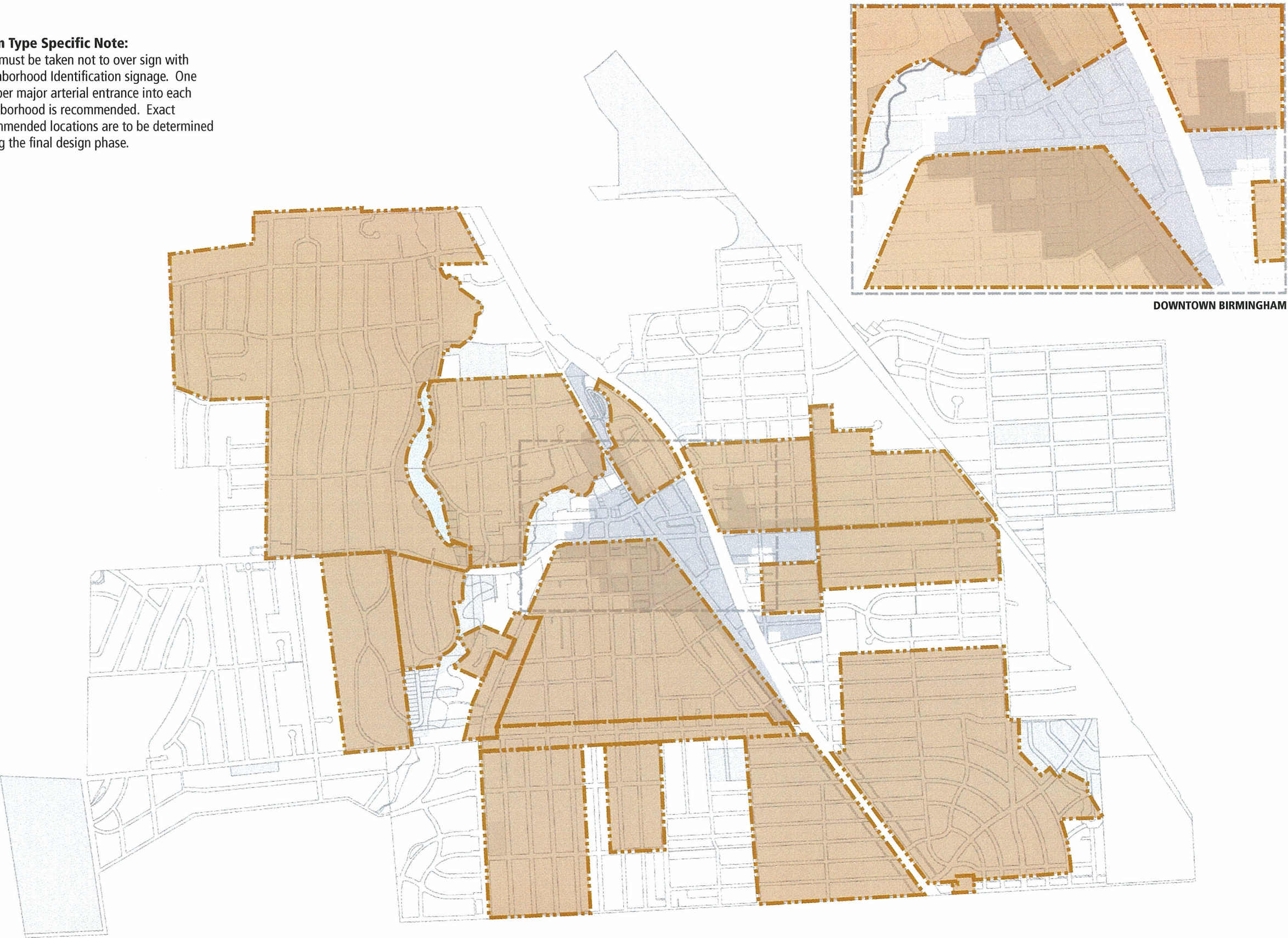
CITY IDENTIFICATION: NEIGHBORHOODS

NOTE:

General sign locations shown here are for conceptual reference only and are intended to represent very rough general areas of sign placement. They should not be used for actual sign placement purposes. Because this is a conceptual reference, not all sign locations have been shown. A detailed survey must be created in order to determine precise sign locations, sign face orientations, mounting methods and arrow orientation / symbols / message text. Quantities and exact placements are to be determined during the final design phase. All sign placement locations must be verified in the field and approved by the City of Birmingham.

***Sign Type Specific Note:**

Care must be taken not to over sign with Neighborhood Identification signage. One sign per major arterial entrance into each neighborhood is recommended. Exact recommended locations are to be determined during the final design phase.



GENERAL LOCATIONS

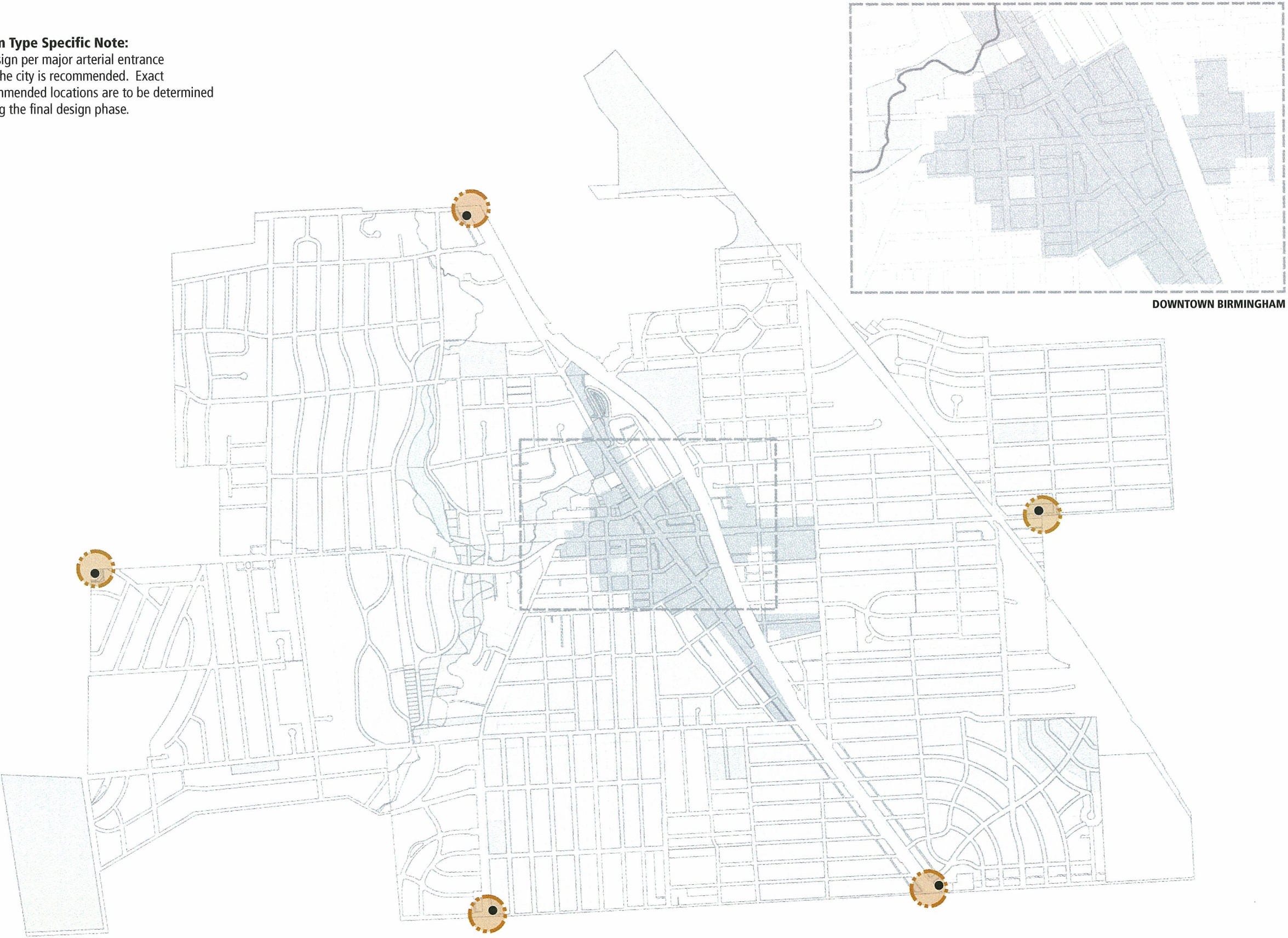
CITY IDENTIFICATION: GATEWAYS

NOTE:

General sign locations shown here are for conceptual reference only and are intended to represent very rough general areas of sign placement. They should not be used for actual sign placement purposes. Because this is a conceptual reference, not all sign locations have been shown. A detailed survey must be created in order to determine precise sign locations, sign face orientations, mounting methods and arrow orientation / symbols / message text. Quantities and exact placements are to be determined during the final design phase. All sign placement locations must be verified in the field and approved by the City of Birmingham.

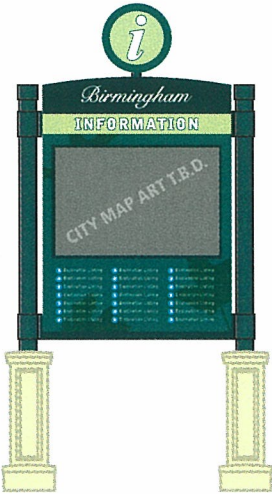
***Sign Type Specific Note:**

One sign per major arterial entrance into the city is recommended. Exact recommended locations are to be determined during the final design phase.



NOTE:

General sign locations shown here are for conceptual reference only and are intended to represent very rough general areas of sign placement. They should not be used for actual sign placement purposes. Because this is a conceptual reference, not all sign locations have been shown. A detailed survey must be created in order to determine precise sign locations, sign face orientations, mounting methods and arrow orientation / symbols / message text. Quantities and exact placements are to be determined during the final design phase. All sign placement locations must be verified in the field and approved by the City of Birmingham.



***Sign Type Specific Note:**

Directories should be located at key points of information gathering such as Downtown Pedestrian areas, Parking facilities and City Park/Walkable areas. Exact recommended locations are to be determined during the final design phase.



MEMORANDUM

DATE: April 15, 2016

TO: Joseph Valentine, City Manager

FROM: Teresa Klobucar, Deputy Treasurer
Mark Gerber, Finance Director/Treasurer

SUBJECT: Delinquent Water/Sewage Charges to Tax Roll

As provided in Chapter 114, Section 114-303, of the city code, I certify that the properties on the attached listing represent delinquent and unpaid water/sewage services that have remained delinquent for a period of six months or greater as of April 30, 2016.

During the month of March 2016, property owners with delinquent accounts were notified of their account status. The remaining unpaid accounts are detailed on the attached listing and represent a cumulative total of **\$247,881.22**, including interest and penalties as of May 1, 2016.

The City Commission is requested to direct the Treasurer to transfer the unpaid bills, including interest and penalty, to the 2016 tax roll and to authorize removal from the list any bills paid or a payment plan agreement signed after City Commission approval.

SUGGESTED ACTION:

To adopt the following resolution directing the Treasurer to transfer the following unpaid and delinquent water/sewage bills of the properties listed in this report to the 2016 city tax roll and to authorize removal from the list any bills paid or a payment plan agreement signed after City Commission approval.

WHEREAS, The City Treasurer, in accordance with Chapter 114, Section 114-303, of the city code has reported certain water/sewage accounts, including interest and penalty, unpaid and delinquent on May 1, 2016, and

WHEREAS, Chapter 114, Section 114-303, of the city code provides that these payments shall be carried to the next annual city tax roll,

NOW, THEREFORE, BE IT RESOLVED, that the properties with unpaid and delinquent water/sewage accounts listed in the report dated April 15, 2016, including interest and penalty, be transferred and reassessed to the 2016 city tax roll and authorization be given to remove from the list any bills paid or a payment plan agreement signed after commission approval.

Delinquent Tax List
Friday, April 15, 2016

Parcel Number	Account #	Service Address	Delinquent Amount	15% Penalty	Total Delinquent Amount
08-19-36-202-018	00024-19926	255 E BROWN ST	4,370.82	655.62	5,026.44
08-19-36-103-009	00079-38106	364 VALLEY VIEW LN	1,474.58	221.19	1,695.77
08-19-25-278-001	00082-05772	600 ABBEY ST	1,661.84	249.28	1,911.12
08-19-25-251-021	00082-47522	205 ABBEY ST	915.88	137.38	1,053.26
08-19-25-281-004	00084-05904	940 POPPLETON ST	660.68	99.10	759.78
08-19-25-282-013	00084-31992	1038 WIMBLETON DR	879.38	131.91	1,011.29
08-19-36-156-009	00103-79128	873 WATKINS ST	913.07	136.96	1,050.03
08-19-36-155-025	00108-59062	730 WALLACE ST	84.37	12.66	97.03
08-19-36-152-003	00121-38874	545 W BROWN ST	294.51	44.18	338.69
08-19-36-153-017	00128-98968	650 HANNA ST	359.97	54.00	413.97
08-19-36-156-020	00133-99150	512 WALLACE ST	1,689.05	253.36	1,942.41
08-19-36-185-006	00177-19766	789 HENRIETTA ST	347.00	52.05	399.05
08-19-36-135-020	00184-78588	460 W BROWN ST	408.74	61.31	470.05
08-19-36-201-020	00207-25344	205 PIERCE ST	1,390.50	208.58	1,599.08
08-19-26-476-011	00216-95348	212 PURITAN AVE	797.12	119.57	916.69
08-19-26-453-002	00236-75198	452 SUFFIELD AVE	1,317.74	197.66	1,515.40
08-19-26-452-001	00246-55128	476 FAIRFAX ST	730.36	109.55	839.91
08-19-25-282-001	00255-61968	812 WIMBLETON DR	363.10	54.47	417.57
08-19-26-378-059	00261-94672	253 CHESTERFIELD AVE	13.56	2.03	15.59
08-19-26-378-022	00268-34598	345 KIMBERLEY ST	1,000.82	150.12	1,150.94
08-19-26-329-018	00275-14532	1722 PINE ST	441.78	66.27	508.05
08-19-26-328-031	00280-34490	1756 MELBOURNE ST	447.68	67.15	514.83
08-19-26-178-006	00294-53388	1973 RAYNALE ST	372.62	55.89	428.51
08-19-26-129-004	00295-53226	1266 N GLENHURST DR	722.01	108.30	830.31
08-19-26-177-002	00306-13344	1064 WESTWOOD DR	232.84	34.93	267.77
08-19-25-278-002	00340-53774	660 ABBEY ST	899.50	134.93	1,034.43
08-19-25-253-013	00343-37584	487 HENLEY ST	448.41	67.26	515.67
08-19-26-226-001	00347-13770	1570 PILGRIM AVE	1,641.17	246.18	1,887.35
08-19-26-254-004	00350-34158	1030 PILGRIM AVE	2,907.25	436.09	3,343.34
08-19-26-254-012	00352-94174	1079 PURITAN AVE	1,548.81	232.32	1,781.13

08-19-26-279-009	00383-74306	1152 LAKESIDE DR	644.87	96.73	741.60
08-19-35-430-009	00429-77820	955 NORTHLAWN BLVD	798.75	119.81	918.56
08-19-35-304-008	00463-57212	1141 GOLFVIEW BLVD	1,927.24	289.09	2,216.33
08-19-35-426-002	00484-37636	1357 W LINCOLN ST	1,554.16	233.12	1,787.28
08-19-35-101-008	00493-55500	2478 DEVON LN	2,347.11	352.07	2,699.18
08-19-35-104-004	00500-75650	415 WELLESLEY ST	707.71	106.16	813.87
08-19-35-107-027	00508-95814	540 ARGYLE ST	1,859.70	278.96	2,138.66
08-19-35-127-016	00512-35888	585 GOLFVIEW BLVD	561.03	84.15	645.18
08-19-35-127-022	00516-15900	394 S GLENHURST DR	555.47	83.32	638.79
08-19-35-177-015	00521-56228	1013 WOODLEA ST	147.31	22.10	169.41
08-19-35-177-008	00522-96214	851 WOODLEA ST	836.16	125.42	961.58
08-19-35-129-006	00548-76010	233 WESTCHESTER WAY	414.90	62.24	477.14
08-19-35-201-066	00573-36584	1020 PLEASANT ST	96.63	14.49	111.12
08-19-35-276-001	00592-16986	503 ARLINGTON ST	524.91	78.74	603.65
08-19-25-376-020	00639-71970	383 HARMON ST	1,370.70	205.61	1,576.31
08-19-25-327-057	00642-11428	372 HARMON ST	1,445.87	216.88	1,662.75
08-19-36-256-006	00657-10892	975 PURDY ST	363.95	54.59	418.54
08-19-25-304-005	00676-11114	829 VINEWOOD AVE	344.52	51.68	396.20
08-19-25-328-063	00712-91582	531 BROOKSIDE AVE	72.90	10.94	83.84
08-19-25-484-011	00755-93066	839 KNOX ST	347.66	52.15	399.81
08-19-25-432-002	00781-92486	968 RIVENOAK ST	1,357.45	203.62	1,561.07
08-19-25-431-008	00787-92480	867 MADISON ST	1,399.54	209.93	1,609.47
08-19-25-458-002	00793-92786	480 MADISON ST	240.12	36.02	276.14
08-19-25-480-005	00797-12914	768 OAKLAND AVE	821.77	123.27	945.04
08-19-25-460-016	00799-72838	567 RIDGEDALE AVE	695.09	104.26	799.35
08-19-36-184-001	01639-25180	711 S BATES ST	4,384.38	657.66	5,042.04
08-19-26-452-002	01791-15130	454 FAIRFAX ST	1,953.95	293.09	2,247.04
08-19-26-179-031	01859-93480	920 N GLENHURST DR	180.96	27.14	208.10
08-19-25-301-007	01861-91026	724 LAKEVIEW AVE	893.88	134.08	1,027.96
08-19-35-107-013	01924-75786	497 BERWYN ST	116.42	17.46	133.88
08-19-35-276-006	01937-16996	779 ARLINGTON ST	2,311.42	346.71	2,658.13
08-19-26-226-002	02010-13772	1530 PILGRIM AVE	1,233.30	185.00	1,418.30
08-19-25-304-001	02107-11106	684 LAKEVIEW AVE	734.49	110.17	844.66
08-19-36-178-002	02247-79400	253 W BROWN ST	694.87	104.23	799.10

08-19-26-328-019	02337-94466	615 KIMBERLEY ST	680.99	102.15	783.14
08-19-35-201-008	02417-76468	172 PLEASANT ST	1,958.28	293.74	2,252.02
08-19-35-327-035	02464-57452	1768 NORTHLAWN BLVD	1,227.32	184.10	1,411.42
08-19-26-402-018	02553-94790	783 SUFFIELD AVE	1,010.45	151.57	1,162.02
08-19-35-304-005	02737-17206	2231 W LINCOLN ST	799.18	119.88	919.06
08-19-35-401-010	02750-97532	1463 W LINCOLN ST	1,365.43	204.81	1,570.24
08-19-36-179-008	02818-19458	571 HENRIETTA ST	353.00	52.95	405.95
08-19-26-226-007	02826-93780	1027 QUARTON RD	1,648.98	247.35	1,896.33
08-19-26-453-024	02896-15242	239 PILGRIM AVE	585.56	87.83	673.39
08-19-35-128-009	02900-75940	347 S GLENHURST DR	2,810.95	421.64	3,232.59
08-19-35-302-001	02958-57154	1275 HILLSIDE DR	149.90	22.49	172.39
08-19-35-103-034	02979-95630	333 BRYN MAWR ST	1,686.54	252.98	1,939.52
08-19-35-401-020	02999-17552	1494 FAIRWAY DR	1,549.05	232.36	1,781.41
08-19-25-427-023	03098-72402	1067 KENNESAW ST	1,463.02	219.45	1,682.47
08-19-25-302-011	03212-71062	787 GREENWOOD ST	696.37	104.46	800.83
08-19-25-451-002	03293-72518	536 PARK ST	47.75	7.16	54.91
08-19-35-303-002	03313-37166	2371 W LINCOLN ST	205.15	30.77	235.92
08-19-35-180-010	03320-16436	883 LARCHLEA DR	816.05	122.41	938.46
08-19-26-478-010	03355-35450	350 LAKESIDE DR	163.71	24.56	188.27
08-19-35-201-068	03396-76588	1728 W LINCOLN ST	26.30	3.95	30.25
08-19-25-484-016	03424-53076	963 KNOX ST	53.32	8.00	61.32
08-19-35-104-023	03437-95688	560 BERWYN ST	758.26	113.74	872.00
08-19-25-451-027	03481-92568	444 PARK ST	219.61	32.94	252.55
08-19-35-305-005	03499-17232	1375 CRANBROOK RD	614.63	92.19	706.82
08-19-36-103-048	03499-58184	872 GORDON LN	1,623.45	243.52	1,866.97
08-19-36-183-016	03500-19632	368 W LINCOLN ST	124.04	18.61	142.65
08-19-25-454-006	03525-72650	375 HAMILTON ROW	207.65	31.15	238.80
08-19-25-328-049	03532-51558	598 PARK ST	372.22	55.83	428.05
08-19-26-252-012	03540-34080	1093 SUFFIELD AVE	1,048.08	157.21	1,205.29
08-19-25-378-010	06551-23142	160 W MAPLE RD FIRE	10.20	1.53	11.73
08-20-30-302-007	08617-14820	1288 WESTBORO DR	810.30	121.55	931.85
08-20-30-329-035	09441-15454	1750 GRAEFIELD RD UNIT 35	658.85	98.83	757.68
08-20-30-329-054	09487-15492	1696 GRAEFIELD RD UNIT 54	1,549.53	232.43	1,781.96
08-20-30-329-069	09521-15522	1656 GRAEFIELD RD UNIT 69	152.13	22.82	174.95

08-20-30-328-110	09705-15322	742 GRAEFIELD CT	176.92	26.54	203.46
08-20-30-328-118	09725-15338	726 GRAEFIELD CT UNIT 153	206.26	30.94	237.20
08-20-30-328-131	09755-15364	700 GRAEFIELD CT UNIT 166	43.14	6.47	49.61
08-19-36-229-016	10009-10414	909 CHESTNUT ST	1,053.02	157.95	1,210.97
08-19-36-233-010	10109-10534	1020 HAZEL ST	635.80	95.37	731.17
08-19-36-281-028	10173-24136	818 BOWERS ST	301.88	45.28	347.16
08-20-31-151-003	10283-18058	1300 HAYNES ST	79.47	11.92	91.39
08-20-31-152-023	10317-18198	1355 HAYNES ST	520.66	78.10	598.76
08-20-31-152-003	10473-18158	1436 BOWERS ST	381.17	57.18	438.35
08-20-31-130-017	10523-18030	1831 BOWERS ST	88.47	13.27	101.74
08-20-31-130-006	10563-18010	1870 HAZEL ST	602.38	90.36	692.74
08-20-31-103-062	10661-17784	1753 HAZEL ST	295.46	44.32	339.78
08-20-31-203-010	10713-19122	677 S ETON ST	618.89	92.83	711.72
08-20-30-406-007	11285-16524	2412 WINDEMERE RD	1,418.14	212.72	1,630.86
08-20-30-406-011	11293-16532	2476 WINDEMERE RD	907.35	136.10	1,043.45
08-20-30-405-032	11373-16510	2585 WINDEMERE RD	907.08	136.06	1,043.14
08-20-30-404-016	11467-16414	2282 MANCHESTER RD	1,123.83	168.57	1,292.40
08-20-30-428-004	11507-16778	2668 MANCHESTER RD	776.75	116.51	893.26
08-20-30-427-006	11705-16714	2712 PEMBROKE RD	349.70	52.46	402.16
08-20-30-427-031	11727-16764	755 COOLIDGE HWY	190.14	28.52	218.66
08-20-30-426-024	11837-16624	2734 DERBY RD	155.44	23.32	178.76
08-20-30-426-013	11859-16602	2528 DERBY RD	255.25	38.29	293.54
08-20-30-426-007	11871-16590	2424 DERBY RD	590.87	88.63	679.50
08-20-30-176-017	11917-14740	1985 DERBY RD	957.78	143.67	1,101.45
08-20-30-176-013	11925-14732	1889 DERBY RD	487.83	73.17	561.00
08-20-30-153-041	11933-14724	1771 DERBY RD	733.30	110.00	843.30
08-20-30-153-039	11937-14720	1709 DERBY RD	818.45	122.77	941.22
08-19-36-404-007	12159-12972	516 BENNAVILLE AVE	27.80	4.17	31.97
08-19-36-402-013	12265-12824	1383 CEDAR DR	22.50	3.38	25.88
08-20-31-178-041	12695-18884	1745 WEBSTER ST	604.83	90.72	695.55
08-20-31-178-056	12723-18914	1989 WEBSTER ST	916.67	137.50	1,054.17
08-20-31-179-062	12725-29652	1996 WEBSTER ST	180.29	27.04	207.33
08-20-31-179-015	12745-18954	1826 WEBSTER ST	50.01	7.50	57.51
08-20-31-179-005	12765-18934	1658 WEBSTER ST	57.94	8.69	66.63

08-20-31-154-015	12797-18422	1368 WEBSTER ST	449.35	67.40	516.75
08-20-31-180-001	13123-19042	1602 COLE ST	97.58	14.64	112.22
08-20-31-155-030	13185-18568	1155 E LINCOLN ST	301.25	45.19	346.44
08-20-31-301-021	13255-19268	1474 E LINCOLN ST	723.83	108.57	832.40
08-20-31-301-048	13353-19322	1439 RUFFNER AVE	282.56	42.38	324.94
08-20-31-302-046	13463-19444	1411 HUMPHREY AVE	444.11	66.62	510.73
08-20-31-304-047	13583-19574	1571 BENNAVILLE AVE	74.16	11.12	85.28
08-20-31-304-048	13585-19576	1587 BENNAVILLE AVE	756.10	113.42	869.52
08-20-31-306-023	13595-19654	1520 BENNAVILLE AVE	117.65	17.65	135.30
08-20-31-352-009	13695-20008	1408 CHAPIN AVE	724.06	108.61	832.67
08-20-31-352-008	13697-20006	1392 CHAPIN AVE	526.91	79.04	605.95
08-20-31-328-022	13735-19770	1947 W MELTON RD	326.51	48.98	375.49
08-20-31-382-023	13873-20808	1921 BRADFORD RD	294.43	44.16	338.59
08-20-31-331-025	13905-19910	1875 BANBURY ST	1,323.10	198.47	1,521.57
08-20-31-332-009	13959-19934	1770 BANBURY ST	269.31	40.40	309.71
08-20-31-377-012	14039-20634	1626 TAUNTON RD	591.05	88.66	679.71
08-20-31-377-008	14157-20626	1621 TORRY ST	1,035.32	155.30	1,190.62
08-20-31-356-013	14251-20348	1571 SHEFFIELD RD	122.39	18.36	140.75
08-20-31-451-011	14701-21134	1576 CHELTENHAM RD	797.88	119.68	917.56
08-19-36-403-011	14743-12916	1193 FLOYD ST	21.50	3.23	24.73
08-19-36-428-008	14845-13118	748 RUFFNER AVE	195.71	29.36	225.07
08-19-36-428-010	14849-13122	788 RUFFNER AVE	22.10	3.32	25.42
08-19-36-430-020	15035-13382	968 BENNAVILLE AVE	165.69	24.85	190.54
08-19-36-430-033	15101-13408	731 CHAPIN AVE	97.58	14.64	112.22
08-19-36-432-002	15117-13470	646 CHAPIN AVE	1,021.78	153.27	1,175.05
08-19-36-432-048	15243-13562	615 EMMONS AVE	1,297.82	194.67	1,492.49
08-20-31-353-007	15293-20066	1250 EMMONS AVE	641.43	96.21	737.64
08-19-36-476-025	15357-13978	771 DAVIS AVE	1,356.72	203.51	1,560.23
08-20-31-357-012	15607-20374	1324 SMITH AVE	1,621.30	243.20	1,864.50
08-20-31-357-043	15629-20436	33273 WOODWARD AVE	112.03	16.80	128.83
08-20-31-357-043	15631-24634	33277 WOODWARD AVE	32.76	4.91	37.67
08-20-31-357-055	15633-24636	33263 WOODWARD AVE	244.22	36.63	280.85
08-20-31-358-004	15787-20462	1208 BIRD AVE	822.80	123.42	946.22
08-20-31-358-043	15837-20540	1451 E 14 MILE RD	382.32	57.35	439.67

08-20-31-358-035	15853-20524	1335 E 14 MILE RD	810.95	121.64	932.59
08-19-36-457-015	16191-13928	525 E 14 MILE RD	225.54	33.83	259.37
08-19-36-333-028	16209-12102	1510 PIERCE ST	1,052.45	157.87	1,210.32
08-19-36-379-012	16337-12664	1859 HENRIETTA ST	48.85	7.33	56.18
08-19-36-328-003	16465-11698	1165 S BATES ST	1,508.16	226.22	1,734.38
08-19-36-378-016	16555-12606	1991 S BATES ST	219.62	32.94	252.56
08-19-36-376-021	16783-12474	1756 WASHINGTON BLVD	1,261.85	189.28	1,451.13
08-19-36-330-011	16907-11830	1563 STANLEY BLVD	892.89	133.93	1,026.82
08-19-36-376-017	16957-12466	1989 STANLEY BLVD	898.94	134.84	1,033.78
08-19-36-306-014	17321-11418	1440 BIRMINGHAM BLVD	1,288.09	193.21	1,481.30
08-19-36-302-002	17341-11292	1175 SHIPMAN BLVD	268.19	40.23	308.42
08-19-36-432-019	17725-13504	990 CHAPIN AVE	1,185.85	177.88	1,363.73
08-20-30-404-012	17747-16406	2216 MANCHESTER RD	835.00	125.25	960.25
08-19-36-426-014	18073-13030	872 E LINCOLN ST	564.61	84.69	649.30
08-19-25-353-020	18273-25116	439 GREENWOOD ST	1,734.11	260.12	1,994.23
08-20-31-404-001	19083-21042	1312 E MELTON RD	1,096.58	164.49	1,261.07
08-19-36-353-029	19307-12362	1948 MARYLAND BLVD	1,098.95	164.84	1,263.79
08-19-36-254-009	19381-10786	984 CLARK ST	1,527.60	229.14	1,756.74
08-20-31-152-036	19409-18224	1645 HAYNES ST	77.13	11.57	88.70
08-20-31-177-023	19567-18734	1960 HAYNES ST	376.86	56.53	433.39
08-19-36-331-016	19667-11916	1643 WASHINGTON BLVD	1,263.53	189.53	1,453.06
08-20-31-356-004	19785-20330	1761 TAUNTON RD	548.78	82.32	631.10
08-20-31-152-045	19999-25700	1725 HAYNES ST	415.98	62.40	478.38
08-20-30-328-103	20015-15308	756 GRAEFIELD CT UNIT 138	160.79	24.12	184.91
08-20-31-354-054	20083-20240	1784 TAUNTON RD	138.21	20.73	158.94
08-20-30-404-024	20091-16430	2139 WINDEMERE RD	97.59	14.64	112.23
08-20-30-404-007	20147-16396	2134 MANCHESTER RD	980.34	147.05	1,127.39
08-19-35-229-018	20149-25454	200 ASPEN RD	617.55	92.63	710.18
08-19-36-256-011	20215-10902	864 ANN ST	417.06	62.56	479.62
08-19-36-351-023	20857-12164	1862 SHIPMAN BLVD	1,305.52	195.83	1,501.35
08-19-35-105-021	21185-22782	2130 AVON LN	2,016.62	302.49	2,319.11
08-20-30-326-003	21203-14868	1636 DERBY RD	433.44	65.02	498.46
08-19-36-185-033	21289-25266	990 PIERCE ST	2,385.34	357.80	2,743.14
08-19-36-307-020	21417-11478	1524 MARYLAND BLVD	182.53	27.38	209.91

08-19-36-201-020	21551-22042	203 PIERCE ST	1,147.07	172.06	1,319.13
08-20-31-453-026	21807-21274	1526 E MELTON RD	92.68	13.90	106.58
08-20-30-328-091	21813-15284	1807 GRAEFIELD RD UNIT 126	461.28	69.19	530.47
08-20-30-403-012	22303-16342	2508 PEMBROKE RD	236.26	35.44	271.70
08-19-36-351-051	22307-12220	1789 SOUTHFIELD RD	223.54	33.53	257.07
08-20-30-329-051	22459-15486	1704 GRAEFIELD RD UNIT 51	102.95	15.44	118.39
08-20-31-358-017	22463-20488	1392 BIRD AVE	37.93	5.69	43.62
08-20-30-428-024	22893-16818	2787 WINDEMERE RD	570.45	85.57	656.02
08-20-31-103-037	22991-17734	1786 VILLA RD	1,028.03	154.20	1,182.23
08-20-31-404-015	23227-21070	1418 E MELTON RD	196.14	29.42	225.56
08-20-31-454-003	23373-21322	2046 BRADFORD RD	303.53	45.53	349.06
08-20-31-331-011	23701-19882	1942 HUMPHREY AVE	618.06	92.71	710.77
08-20-31-330-018	23901-19850	1711 BANBURY ST	71.15	10.67	81.82
08-20-30-404-014	24143-16410	2246 MANCHESTER RD	1,038.49	155.77	1,194.26
08-20-30-329-043	24175-15470	1728 GRAEFIELD RD UNIT 43	712.26	106.84	819.10
08-20-31-306-041	24275-19690	1555 CHAPIN AVE	417.38	62.61	479.99
08-19-36-456-011	24383-13826	370 BIRD AVE	142.73	21.41	164.14
08-20-31-180-027	24713-19094	1964 COLE ST	368.27	55.24	423.51
08-19-36-455-003	24765-13762	442 SMITH AVE	31.80	4.77	36.57
08-19-35-130-022	24777-27084	159 LARCHLEA DR	753.17	112.98	866.15
08-20-31-177-049	24869-18786	1901 HOLLAND ST	262.54	39.38	301.92
08-20-30-403-016	25343-16350	2590 PEMBROKE RD	302.37	45.36	347.73
08-20-30-401-008	25613-16200	2148 DERBY RD	156.10	23.42	179.52
08-20-31-382-009	25933-20780	1641 PENISTONE ST	583.43	87.51	670.94
08-19-36-353-008	26213-12320	1853 BIRMINGHAM BLVD	785.37	117.81	903.18
08-20-31-178-020	26239-18842	1840 HOLLAND ST	296.90	44.54	341.44
08-20-30-402-033	26411-16314	2281 MANCHESTER RD	817.86	122.68	940.54
08-19-36-482-054	26605-14418	807 E 14 MILE RD	235.99	35.40	271.39
08-19-25-151-137	26685-25728	556 OAK AVE	1,700.06	255.01	1,955.07
08-19-36-255-025	26899-10856	912 FLOYD ST	232.76	34.91	267.67
08-19-36-378-003	26925-12580	1737 S BATES ST	1,062.56	159.38	1,221.94
08-19-36-376-016	27189-12464	1973 STANLEY BLVD	335.36	50.30	385.66
08-20-31-301-038	28095-19302	1285 RUFFNER AVE	578.76	86.81	665.57
08-20-31-329-013	28189-19798	1845 HUMPHREY AVE	546.57	81.99	628.56

08-20-30-455-013	28385-17142	2101 E MAPLE RD	2,192.00	328.80	2,520.80
08-20-30-455-014	28387-17144	2159 E MAPLE RD	8,912.85	1,336.93	10,249.78
08-20-30-406-006	28527-16522	2388 WINDEMERE RD	175.94	26.39	202.33
08-20-30-476-016	29555-17252	375 COOLIDGE HWY	382.20	57.33	439.53
08-20-31-252-010	29573-19220	2010 COLE ST	1,279.84	191.98	1,471.82
08-20-31-153-061	29581-18380	1591 WEBSTER ST	503.40	75.51	578.91
08-20-31-206-099	29649-30780	519 LEWIS ST	872.92	130.94	1,003.86
08-19-36-255-011	29703-10828	1027 CLARK ST	1,503.20	225.48	1,728.68
08-19-36-326-017	29885-27752	1130 WASHINGTON BLVD	26.26	3.94	30.20
08-20-30-477-003	30085-17294	2648 DORCHESTER RD	308.83	46.32	355.15
08-20-30-452-031	30145-17024	2587 DORCHESTER RD	243.03	36.45	279.48
08-20-30-428-001	30517-16772	2604 MANCHESTER RD	3,471.88	520.78	3,992.66
08-20-31-306-026	30713-19660	1572 BENNAVILLE AVE	97.58	14.64	112.22
08-19-36-227-014	30771-10344	967 FOREST AVE	246.07	36.91	282.98
08-19-36-377-018	30897-12536	1995 WASHINGTON BLVD	831.41	124.71	956.12
08-20-31-152-005	31039-18162	1482 BOWERS ST	69.29	10.39	79.68
08-19-36-227-015	31103-10346	1011 FOREST AVE	923.23	138.48	1,061.71
08-20-31-379-002	31171-20672	1638 CROFT RD	885.76	132.86	1,018.62
08-19-36-156-019	31249-25366	522 WALLACE ST	166.74	25.01	191.75
08-19-36-330-006	31331-11820	1479 STANLEY BLVD	1,077.02	161.55	1,238.57
08-19-36-183-006	31347-30322	883 S CHESTER ST	454.94	68.24	523.18
08-19-26-478-014	31367-25760	490 LAKESIDE DR	17.69	2.65	20.34
08-20-30-328-119	31669-15340	724 GRAEFIELD CT UNIT 154	163.68	24.55	188.23
08-19-36-379-029	31807-27986	1825 HENRIETTA ST	562.88	84.43	647.31
08-20-31-151-039	32061-29642	1407 HOLLAND ST	1,247.60	187.14	1,434.74
08-19-36-205-011	32067-10110	311 E FRANK ST	542.11	81.32	623.43
08-20-31-354-047	32349-20226	1772 TAUNTON RD	275.82	41.37	317.19
08-20-30-329-084	32427-15552	1620 GRAEFIELD RD UNIT 84	1,454.95	218.24	1,673.19
08-20-31-177-008	32465-18704	1706 HAYNES ST	17.96	2.69	20.65
08-20-31-152-011	32499-18174	1622 BOWERS ST	521.63	78.24	599.87
08-19-36-333-011	32577-12068	1571 HENRIETTA ST	213.33	32.00	245.33
08-20-31-352-023	32629-20036	1449 EMMONS AVE	1,157.04	173.56	1,330.60
08-20-31-358-015	32637-20484	1368 BIRD AVE	1,072.48	160.87	1,233.35
08-19-25-327-076	33131-25436	280 HARMON ST STE 292	163.06	24.46	187.52

08-20-31-306-031	33233-19670	1395 CHAPIN AVE	458.43	68.76	527.19
08-20-30-428-031	33315-16832	657 COOLIDGE HWY	318.90	47.84	366.74
08-20-31-154-012	33437-18416	1312 WEBSTER ST	256.10	38.42	294.52
08-19-36-351-022	33803-12162	1850 SHIPMAN BLVD	254.94	38.24	293.18
08-19-25-353-014	33973-30702	342 BALDWIN RD	835.80	125.37	961.17
08-19-36-456-017	33991-13838	297 E 14 MILE RD	577.83	86.67	664.50
08-19-36-202-015	34097-25270	250 E MERRILL ST	5,332.30	799.85	6,132.15
08-20-31-153-047	34125-18352	1347 WEBSTER ST	636.26	95.44	731.70
08-20-31-101-038	34225-17560	1659 YOSEMITE BLVD	1,642.18	246.33	1,888.51
08-20-31-154-055	34371-18502	1539 COLE ST	790.65	118.60	909.25
08-19-36-135-100	34517-26588	508 W BROWN ST	62.61	9.39	72.00
08-19-36-432-007	34575-30964	746 CHAPIN AVE	55.27	8.29	63.56
08-20-31-452-028	34631-21206	1704 MANSFIELD RD	500.50	75.08	575.58
08-20-30-329-088	34809-15560	1610 GRAEFIELD RD UNIT 88	766.57	114.99	881.56
08-20-31-178-006	34837-18814	1670 HOLLAND ST	26.26	3.94	30.20
08-20-30-327-019	35087-15102	1997 PEMBROKE RD	284.83	42.72	327.55
08-19-36-426-006	35173-13014	708 E LINCOLN ST	264.73	39.71	304.44
08-20-31-101-005	35339-17494	1328 E MAPLE RD	171.14	25.67	196.81
08-20-31-451-013	35409-21138	1595 E MELTON RD	77.13	11.57	88.70
08-19-36-429-013	35469-13242	846 HUMPHREY AVE	865.01	129.75	994.76
08-19-36-426-034	35497-13070	951 RUFFNER AVE	402.09	60.31	462.40
			215,548.83	32,332.39	247,881.22

MEMORANDUM

DATE: April 15, 2016

TO: Joseph Valentine, City Manager

FROM: Teresa Klobucar, Deputy Treasurer
Mark Gerber, Finance Director/Treasurer

SUBJECT: Delinquent Special Assessments/Invoices to the Tax Roll

As provided in the Birmingham City Code, I am submitting a sworn statement of delinquent unpaid special assessments and invoices. These include penalties and interest as of May 1, 2016 and will be placed on the 2016 City tax roll.

In April 2016, property owners with delinquent special assessments and invoices are notified of their account status. The unpaid accounts are detailed on the attached listing and represent a cumulative total of **\$116,892.66** including interest and penalties as of May 1, 2016.

The City Commission is requested to direct the Treasurer to transfer the delinquent special assessments and invoices, including interest and penalties, to the 2016 tax roll and to authorize the removal from the list any bills paid after City Commission approval.

SUGGESTED ACTION:

To adopt the following resolution directing the Treasurer to transfer the following unpaid and delinquent special assessment and invoices, including interest and penalty, to the 2016 City tax roll and to authorize removal from the list any bills paid after City Commission approval.

WHEREAS, the City Treasurer, in accordance with the provisions in the City Code has reported certain special assessments and invoices, including interest and penalty, unpaid and delinquent on May 1, 2016, and

WHEREAS, the City Code provides that these delinquent special assessments and invoices shall be carried to the next annual City tax roll,

NOW THEREFORE BE IT RESOLVED, that the listing of unpaid and delinquent special assessments and invoices, including interest and penalty, dated April 15, 2016, be transferred and reassessed to the 2016 City tax roll with an additional 15% penalty and authorization be given to remove from the list any bills paid after commission approval.

SWORN STATEMENT OF
DELINQUENT AND UNPAID SPECIAL ASSESSMENTS
AND UNPAID INVOICES

The following is a summary of the past due special assessments and invoices as reported to the Birmingham City Commission as of May 1, 2016 to be carried to the 2016 City tax roll.

<u>ROLL NO.</u>	<u>IMPROVEMENT</u>	<u>TOTAL TO BE CARRIED TO THE 2016 CITY TAX ROLL</u>
807	GREENWOOD ST PAV – 8 th INSTALLMENT	\$ 1,315.42
808	STANLEY BLVD PAV – 8 th INSTALLMENT	\$ 2,772.93
817	STANLEY BLVD SEWER LATERALS – 8 th INST	\$ 104.70
820	SOUTHLAWN PAVING – 8 th INSTALLMENT	\$ 800.83
822	BALDWIN AVENUE PAVING – 7 th INSTALLMENT	\$ 1,553.79
841	SEWER LATERALS – 5 th INSTALLMENT	\$ 125.53
842	GEORGE/ANN SEWER LATERALS – 5 th INSTALLMENT	\$ 199.57
844	W LINCOLN SEWER LATERALS – 4 th INSTALLMENT	\$ 1,569.84
848	E MAPLE SEWER LATERALS – 4 th INSTALLMENT	\$ 141.59
849	PIERCE SIDEWALK – 1 st INSTALLMENT	\$ 1,856.83
850	WOODWARD PKG LOT – 2 nd INSTALLMENT	\$ 637.54
854	PIERCE SEWER LATERALS – 2 nd INSTALLMENT	\$ 295.26
855	COLE STREET SEWER LATERALS – 3 rd INSTALLMENT	\$ 1,535.36
856	E MAPLE GARDENS SEWER LATERALS – 3 rd INST	\$ 5,376.83
857	CLARK STREET PAVING – 1 st INSTALLMENT	\$ 2,035.17
858	MOHEGAN SEWER LATERALS – 1 st INSTALLMENT	\$ 983.43
859	N ETON SEWER LATERALS – 1 st INSTALLMENT	\$ 41.44
860	CLARK ST SEWER LAT – 2 nd INSTALLMENT	\$ 167.58
865	2015 STREET PAV SEW LAT – 1 st INST	\$ 907.94
866	OAK ST SEWER LATERALS – 1 st INSTALLMENT	\$ 173.88
868	PRINCIPAL SHOPPING DISTRICT F/Y 2015-2016	\$ 74,661.30
	DELINQUENT INVOICES TO TAX ROLL	<u>\$ 19,635.90</u>
TOTAL		\$ 116,892.66

I hereby certify that the above is a true and correct statement of past due and unpaid special assessments and invoices on May 1, 2016 to be carried to the 2016 City tax roll.

Mark Gerber
Treasurer

**DELINQUENT SPECIAL ASSESSMENTS TRANSFERRED TO 2016
CITY TAX ROLL**

SAD ROLL NO. 807

**GREENWOOD PAVING - 8th INSTALLMENT
BILLED 6/18/2015 - DUE 8/8/2015**

<u>SIDWELL#</u>	<u>PROPERTY ADDRESS</u>	<u>AMOUNT DUE THRU 5/1/16</u>	<u>15% Penalty</u>	<u>Total to 2016 Tax Roll</u>
19-25-303-001	691 OAK	\$ 737.24	\$ 110.59	\$ 847.83
19-25-304-033	729 VINEWOOD	\$ 406.60	\$ 60.99	\$ 467.59
				<u>\$ 1,315.42</u>

SAD ROLL NO. 808

**STANLEY BLVD PAVING - 8th INSTALLMENT
BILLED 7/10/2015 - DUE 9/10/2015**

<u>SIDWELL#</u>	<u>PROPERTY ADDRESS</u>	<u>AMOUNT DUE THRU 5/1/16</u>	<u>15% Penalty</u>	<u>Total to 2016 Tax Roll</u>
19-36-330-001	1407 STANLEY	\$ 498.96	\$ 74.84	\$ 573.80
19-36-330-011	1563 STANLEY	\$ 643.21	\$ 96.48	\$ 739.69
19-36-354-029	1930 STANLEY	\$ 650.74	\$ 97.61	\$ 748.35
19-36-376-017	1989 STANLEY	\$ 618.34	\$ 92.75	\$ 711.09
				<u>\$ 2,772.93</u>

SAD ROLL NO. 817

**STANLEY BLVD SEWER LATERALS - 8th INSTALLMENT
BILLED 7/10/2015 - DUE 9/10/2015**

<u>SIDWELL#</u>	<u>PROPERTY ADDRESS</u>	<u>AMOUNT DUE THRU 5/1/16</u>	<u>15% Penalty</u>	<u>Total to 2016 Tax Roll</u>
19-36-330-011	1563 STANLEY	\$ 91.04	\$ 13.66	\$ 104.70
				<u>\$ 104.70</u>

**DELINQUENT SPECIAL ASSESSMENTS TRANSFERRED TO 2016
CITY TAX ROLL**

SAD ROLL NO.	820	SOUTHLAWN PAVING - 8th INSTALLMENT BILLED 8/10/2015 - DUE 10/12/2015		
<u>SIDWELL#</u>	<u>PROPERTY ADDRESS</u>	<u>AMOUNT DUE THRU 5/1/16</u>	<u>15% Penalty</u>	<u>Total to 2016 Tax Roll</u>
19-36-377-019	1708 S BATES	\$ 696.37	\$ 104.46	\$ 800.83
				<u>\$ 800.83</u>
 SAD ROLL NO.	 822	 BALDWIN AVE PAVING - 7th INSTALLMENT BILLED 8/10/2015 - DUE 10/12/2015		
<u>SIDWELL#</u>	<u>PROPERTY ADDRESS</u>	<u>AMOUNT DUE THRU 5/1/16</u>	<u>15% Penalty</u>	<u>Total to 2016 Tax Roll</u>
19-36-102-002	160 BALDWIN	\$ 1,351.12	\$ 202.67	\$ 1,553.79
				<u>\$ 1,553.79</u>
 SAD ROLL NO.	 841	 SEWER LATERALS - 5th INSTALLMENT BILLED 7/15/2015 - DUE 9/15/2015		
<u>SIDWELL#</u>	<u>PROPERTY ADDRESS</u>	<u>AMOUNT DUE THRU 5/1/16</u>	<u>15% Penalty</u>	<u>Total to 2016 Tax Roll</u>
19-36-137-0003	211 TOWNSEND	\$ 109.16	\$ 16.37	\$ 125.53
				<u>\$ 125.53</u>

**DELINQUENT SPECIAL ASSESSMENTS TRANSFERRED TO 2016
CITY TAX ROLL**

SAD ROLL NO. 842 **GEORGE & ANN STREETS SEWER LATERALS - 5th INSTALLMENT
BILLED 7/15/2015 - DUE 9/15/2015**

<u>SIDWELL#</u>	<u>PROPERTY ADDRESS</u>	<u>AMOUNT DUE THRU 5/1/16</u>	<u>15% Penalty</u>	<u>Total to 2016 Tax Roll</u>
19-36-255-025	912 FLOYD	\$ 101.23	\$ 15.18	\$ 116.41
19-36-278-012	808 S OLD WOODWARD	\$ 72.31	\$ 10.85	\$ 83.16
				<u>\$ 199.57</u>

SAD ROLL NO. 844 **W LINCOLN SEWER LATERALS - 4th INSTALLMENT
BILLED 8/10/2015 - DUE 10/12/2015**

<u>SIDWELL#</u>	<u>PROPERTY ADDRESS</u>	<u>AMOUNT DUE THRU 5/1/16</u>	<u>15% Penalty</u>	<u>Total to 2016 Tax Roll</u>
19-35-201-068	1728 W LINCOLN	\$ 293.33	\$ 44.00	\$ 337.33
19-35-202-054	1492 W LINCOLN	\$214.35	\$ 32.15	\$ 246.50
19-35-277-041	950 W LINCOLN	\$ 236.92	\$ 35.54	\$ 272.46
19-35-426-005	1155 W LINCOLN	\$ 620.48	\$ 93.07	\$ 713.55
				<u>\$ 1,569.84</u>

SAD ROLL NO. 848 **E MAPLE ROAD SEWER LATERALS - 4th INSTALLMENT
BILLED 12/18/2015 - DUE 2/18/2016**

<u>SIDWELL#</u>	<u>PROPERTY ADDRESS</u>	<u>AMOUNT DUE THRU 5/1/16</u>	<u>15% Penalty</u>	<u>Total to 2016 Tax Roll</u>
20-30-378-014	1877 E MAPLE	\$ 123.12	\$ 18.47	\$ 141.59
				<u>\$ 141.59</u>

4/18/2016

**DELINQUENT SPECIAL ASSESSMENTS TRANSFERRED TO 2016
CITY TAX ROLL**

**SAD ROLL NO. 849 PIERCE & MERRILL ST SIDEWALK ENHANCEMENT - 1st INSTALLMENT
BILLED 10/27/2015 - DUE 12/29/2015**

<u>SIDWELL#</u>	<u>PROPERTY ADDRESS</u>	<u>AMOUNT DUE</u> <u>THRU 5/1/16</u>	<u>15%</u> <u>Penalty</u>	<u>Total to 2016</u> <u>Tax Roll</u>
19-36-201-009	263 PIERCE	\$ 496.86	\$74.53	\$ 571.39
19-36-201-020	165 PIERCE	\$1,117.77	\$167.67	\$ 1,285.44
				<u>\$ 1,856.83</u>

**SAD ROLL NO. 850 WOODWARD AVE PKG LOT MAINTENANCE - 2nd INSTALLMENT
BILLED 4/10/2015 - DUE 6/10/2015**

<u>SIDWELL#</u>	<u>PROPERTY ADDRESS</u>	<u>AMOUNT DUE</u> <u>THRU 5/1/16</u>	<u>15%</u> <u>Penalty</u>	<u>Total to 2016</u> <u>Tax Roll</u>
20-31-306-001	33692 WOODWARD	\$ 422.05	\$ 63.31	\$ 485.36
20-31-306-002	33668 WOODWARD	\$ 132.33	\$ 19.85	\$ 152.18
				<u>\$ 637.54</u>

**SAD ROLL NO. 854 PIERCE & MERRILL SEWER LATERALS - 2nd INSTALLMENT
BILLED 4/10/2015 - DUE 6/10/2015**

<u>SIDWELL#</u>	<u>PROPERTY ADDRESS</u>	<u>AMOUNT DUE</u> <u>THRU 5/1/16</u>	<u>15%</u> <u>Penalty</u>	<u>Total to 2016</u> <u>Tax Roll</u>
19-36-201-020	165 PIERCE	\$ 256.75	\$ 38.51	\$ 295.26
				<u>\$ 295.26</u>

**DELINQUENT SPECIAL ASSESSMENTS TRANSFERRED TO 2016
CITY TAX ROLL**

SAD ROLL NO. 855

**COLE STREET SEWER LATERALS - 3rd INSTALLMENT
BILLED 10/29/2015 - DUE 12/29/2015**

<u>SIDWELL#</u>	<u>PROPERTY ADDRESS</u>	<u>AMOUNT DUE THRU 5/1/16</u>	<u>15% Penalty</u>	<u>Total to 2016 Tax Roll</u>
20-31-155-013	1368 COLE	\$ 155.78	\$ 23.37	\$ 179.15
20-31-155-019	1460 COLE	\$ 180.50	\$ 27.08	\$ 207.58
20-31-155-020	1470 COLE	\$ 177.96	\$ 26.69	\$ 204.65
20-31-179-030	1653 COLE	\$ 69.21	\$ 10.38	\$ 79.59
20-31-179-042	1795 COLE	\$ 81.63	\$ 12.24	\$ 93.87
20-31-179-045	1835 COLE	\$ 121.18	\$ 18.18	\$ 139.36
20-31-179-047	1859 COLE	\$ 121.18	\$ 18.18	\$ 139.36
20-31-179-051	1907 COLE	\$ 126.12	\$ 18.92	\$ 145.04
20-31-180-007	1688 COLE	\$ 173.01	\$ 25.95	\$ 198.96
20-31-180-025	1936 COLE	\$ 128.52	\$ 19.28	\$ 147.80
				<u>\$ 1,535.36</u>

4/18/2016

**DELINQUENT SPECIAL ASSESSMENTS TRANSFERRED TO 2016
CITY TAX ROLL**

SAD ROLL NO. 856

**EAST MAPLE GARDENS SEWER LATERALS - 3rd INSTALLMENT
BILLED 2/23/2016 - DUE 4/25/2016**

<u>SIDWELL#</u>	<u>PROPERTY ADDRESS</u>	<u>AMOUNT DUE THRU 5/1/16</u>	<u>15% Penalty</u>	<u>Total to 2016 Tax Roll</u>
20-30-451-020	2141 DORCHESTER	\$ 246.16	\$ 36.92	\$ 283.08
20-30-451-024	2203 DORCHESTER	\$ 224.05	\$ 33.61	\$ 257.66
20-30-451-025	2227 DORCHESTER	\$ 256.48	\$ 38.47	\$ 294.95
20-30-452-031	2587 DORCHESTER	\$ 221.10	\$ 33.17	\$ 254.27
20-30-453-004	2098 DORCHESTER	\$ 361.13	\$ 54.17	\$ 415.30
20-30-453-008	2194 DORCHESTER	\$ 350.81	\$ 52.62	\$ 403.43
20-30-453-022	2279 YORKSHIRE	\$ 209.31	\$ 31.40	\$ 240.71
20-30-455-020	2025 E MAPLE	\$ 31.97	\$ 4.80	\$ 36.77
20-30-455-021	2037 E MAPLE	\$ 31.97	\$ 4.80	\$ 36.77
20-30-455-022	2049 E MAPLE	\$ 31.97	\$ 4.80	\$ 36.77
20-30-455-024	2057 E MAPLE	\$ 31.97	\$ 4.80	\$ 36.77
20-30-455-026	2073 E MAPLE	\$ 31.97	\$ 4.80	\$ 36.77
20-30-455-027	2081 E MAPLE	\$ 31.97	\$ 4.80	\$ 36.77
20-30-476-025	2757 DORCHESTER	\$ 217.48	\$ 32.62	\$ 250.10
20-30-476-026	2761 DORCHESTER	\$ 221.10	\$ 33.17	\$ 254.27
20-30-476-033	2887 DORCHESTER	\$ 221.10	\$ 33.17	\$ 254.27
20-30-477-001	2616 DORCHESTER	\$ 331.65	\$ 49.75	\$ 381.40
20-30-477-003	2648 DORCHESTER	\$ 350.14	\$ 52.52	\$ 402.66
20-30-477-014	2868 DORCHESTER	\$ 346.39	\$ 51.96	\$ 398.35
20-30-477-015	2896 DORCHESTER	\$ 339.02	\$ 50.85	\$ 389.87
20-30-477-023	2795 YORKSHIRE	\$ 316.91	\$ 47.54	\$ 364.45
20-30-478-008	2866 YORKSHIRE	\$ 116.04	\$ 17.41	\$ 133.45
20-30-478-009	2898 YORKSHIRE	\$ 154.77	\$ 23.22	\$ 177.99
				<u>\$ 5,376.83</u>

4/18/2016

**DELINQUENT SPECIAL ASSESSMENTS TRANSFERRED TO 2016
CITY TAX ROLL**

SAD ROLL NO. 857

**CLARK STREET PAVING - 1st INSTALLMENT
BILLED 6/5/2015 - DUE 8/5/2015**

<u>SIDWELL#</u>	<u>PROPERTY ADDRESS</u>	<u>AMOUNT DUE</u> <u>THRU 5/1/16</u>	<u>15%</u> <u>Penalty</u>	<u>Total to 2016</u> <u>Tax Roll</u>
19-36-254-008	928 CLARK	\$ 571.10	\$ 85.67	\$ 656.77
19-36-254-009	984 CLARK	\$ 591.55	\$ 88.73	\$ 680.28
19-36-255-011	1027 CLARK	\$ 607.06	\$ 91.06	\$ 698.12
				<u>\$ 2,035.17</u>

SAD ROLL NO. 858

**MOHEGAN KENNESAW SEWER LATERALS - 1st INSTALLMENT
BILLED 4/29/2015 - DUE 6/29/2015**

<u>SIDWELL#</u>	<u>PROPERTY ADDRESS</u>	<u>AMOUNT DUE</u> <u>THRU 5/1/16</u>	<u>15%</u> <u>Penalty</u>	<u>Total to 2016</u> <u>Tax Roll</u>
19-25-402-006	683 MOHEGAN	\$ 113.72	\$ 17.06	\$ 130.78
19-25-403-010	551 KENNESAW	\$ 100.60	\$ 15.09	\$ 115.69
19-25-403-016	775 KENNESAW	\$ 113.72	\$ 17.06	\$ 130.78
19-25-404-008	720 KENNESAW	\$ 109.35	\$ 16.40	\$ 125.75
19-25-426-009	991 MOHEGAN	\$ 80.97	\$ 12.15	\$ 93.12
19-25-427-020	983 KENNESAW	\$ 91.85	\$ 13.78	\$ 105.63
19-25-428-001	812 KENNESAW	\$ 244.94	\$ 36.74	\$ 281.68
				<u>\$ 983.43</u>

SAD ROLL NO. 859

**N ETON SEWER LATERALS - 1st INSTALLMENT
BILLED 4/29/2015 - DUE 6/29/2015**

<u>SIDWELL#</u>	<u>PROPERTY ADDRESS</u>	<u>AMOUNT DUE</u> <u>THRU 5/1/16</u>	<u>15%</u> <u>Penalty</u>	<u>Total to 2016</u> <u>Tax Roll</u>
20-30-381-001	301 N ETON #A	\$ 5.15	\$ 0.77	\$ 5.92
20-30-381-003	301 N ETON #C	\$ 5.15	\$ 0.77	\$ 5.92
20-30-381-008	303 N ETON #D	\$ 5.15	\$ 0.77	\$ 5.92
20-30-381-018	309 N ETON #B	\$ 5.15	\$ 0.77	\$ 5.92
20-30-381-022	311 N ETON #B	\$ 5.15	\$ 0.77	\$ 5.92
20-30-381-024	311 N ETON #D	\$ 5.15	\$ 0.77	\$ 5.92
20-30-381-027	313 N ETON #C	\$ 5.15	\$ 0.77	\$ 5.92
				<u>\$ 41.44</u>

**DELINQUENT SPECIAL ASSESSMENTS TRANSFERRED TO 2016
CITY TAX ROLL**

SAD ROLL NO. 860

**CLARK STREET SEWER LATERALS - 2nd INSTALLMENT
BILLED 1/25/2016 - DUE 3/25/2016**

<u>SIDWELL#</u>	<u>PROPERTY ADDRESS</u>	<u>AMOUNT DUE THRU 5/1/16</u>	<u>15% Penalty</u>	<u>Total to 2016 Tax Roll</u>
19-36-254-009	984 CLARK	\$ 89.67	\$ 13.45	\$ 103.12
19-36-255-011	1027 CLARK	\$ 56.05	\$ 8.41	\$ 64.46
				<u>\$ 167.58</u>

SAD ROLL NO. 865

**2015 STREET PAVING SEWER LATERALS - 1st INSTALLMENT
BILLED 1/22/2016 - DUE 3/24/2016**

<u>SIDWELL#</u>	<u>PROPERTY ADDRESS</u>	<u>AMOUNT DUE THRU 5/1/16</u>	<u>15% Penalty</u>	<u>Total to 2016 Tax Roll</u>
19-36-332-030	1538 HENRIETTA	\$ 9.12	\$ 1.37	\$ 10.49
19-36-332-040	1698 HENRIETTA	\$ 100.34	\$ 15.05	\$ 115.39
19-36-353-023	1842 MARYLAND	\$ 172.80	\$ 25.92	\$ 198.72
19-36-353-029	1948 MARYLAND	\$ 167.23	\$ 25.08	\$ 192.31
19-36-379-001	1711 HENRIETTA	\$ 167.23	\$ 25.08	\$ 192.31
19-36-379-012	1859 HENRIETTA	\$ 172.80	\$ 25.92	\$ 198.72
				<u>\$ 907.94</u>

4/18/2016

**DELINQUENT SPECIAL ASSESSMENTS TRANSFERRED TO 2016
CITY TAX ROLL**

SAD ROLL NO. 866

**OAK STREET SEWER LATERALS - 1st INSTALLMENT
BILLED 2/24/2016 - DUE 4/25/2016**

<u>SIDWELL#</u>	<u>PROPERTY ADDRESS</u>	<u>AMOUNT DUE</u> <u>THRU 5/1/16</u>	<u>15% Penalty</u>	<u>Total to 2016</u> <u>Tax Roll</u>
19-26-276-019	1250 OAK	\$ 151.20	\$ 22.68	\$ 173.88
				<u>\$ 173.88</u>

SAD ROLL NO. 868

**PRINCIPAL SHOPPING DISTRICT - FISCAL YEAR 2015/2016
BILLED 12/10/2015 - DUE 2/10/2016**

<u>SIDWELL#</u>	<u>PROPERTY ADDRESS</u>	<u>AMOUNT DUE</u> <u>THRU 5/1/16</u>	<u>15% Penalty</u>	<u>Total to 2016</u> <u>Tax Roll</u>
19-25-179-001	35975 WOODWARD	\$ 583.15	\$ 87.47	\$ 670.62
19-25-328-014	704 N OLD WOODWARD	\$ 1,514.21	\$ 227.13	\$ 1,741.34
19-25-328-023	580 N OLD WOODWARD	\$ 501.16	\$ 75.17	\$ 576.33
19-25-330-001	470 N OLD WOODWARD	\$ 1,780.86	\$ 267.13	\$ 2,047.99
19-25-378-016	183 N OLD WOODWARD	\$ 3,318.13	\$ 497.72	\$ 3,815.85
19-25-454-008	381 HAMILTON ROW	\$ 1,103.58	\$ 165.54	\$ 1,269.12
19-25-455-002	346 PARK	\$ 2,493.02	\$ 373.95	\$ 2,866.97
19-25-460-019	35270 WOODWARD	\$ 3,905.17	\$ 585.78	\$ 4,490.95
19-25-487-007	1025 E MAPLE	\$ 3,287.44	\$ 493.12	\$ 3,780.56
19-36-126-017	101 SOUTHFIELD	\$ 2,781.77	\$ 417.27	\$ 3,199.04
19-36-128-006	151 S BATES	\$ 2,038.20	\$ 305.73	\$ 2,343.93
19-36-201-014	124 S OLD WOODWARD	\$ 3,995.45	\$ 599.32	\$ 4,594.77
19-36-201-020	165 PIERCE	\$ 6,809.49	\$ 1,021.42	\$ 7,830.91
19-36-202-017	220 E MERRILL	\$ 6,642.09	\$ 996.31	\$ 7,638.40
19-36-202-018	255 E BROWN	\$ 15,984.16	\$ 2,397.62	\$ 18,381.78
19-36-204-016	250 E BROWN	\$ 687.75	\$ 103.16	\$ 790.91
19-36-208-012	479 S OLD WOODWARD	\$ 885.89	\$ 132.88	\$ 1,018.77
19-36-226-012	200 ELM	\$ 993.44	\$ 149.02	\$ 1,142.46
19-36-228-001	34750 WOODWARD	\$ 706.25	\$ 105.94	\$ 812.19
19-36-253-035	670 S OLD WOODWARD	\$ 1,757.39	\$ 263.61	\$ 2,021.00
19-36-278-012	808 S OLD WOODWARD	\$ 1,784.44	\$ 267.67	\$ 2,052.11
19-36-281-028	611 ELM	\$ 1,369.83	\$ 205.47	\$ 1,575.30
				<u>\$ 74,661.30</u>

**DELINQUENT INVOICES TRANSFERRED TO 2016
CITY TAX ROLL**

<u>SIDWELL #</u>	<u>INVOICE NO. & TYPE</u>	<u>PROPERTY ADDRESS</u>	<u>AMOUNT DUE THRU 5/1/16</u>	<u>15% PENALTY</u>	<u>TOTAL TO 2016 TAX ROLL</u>
19-25-179-001	2475 - SNOW REMOVAL	35975 WOODWARD	\$ 501.12	\$ 75.17	\$ 576.29
19-25-276-024	2675 - WEED CUTTING	711 ABBEY	\$ 220.00	\$ 33.00	\$ 253.00
19-25-329-014	2678 - WEED CUTTING	588 BROOKSIDE	\$ 220.00	\$ 33.00	\$ 253.00
19-25-403-016	2677 - WEED CUTTING	775 KENNESAW	\$ 220.00	\$ 33.00	\$ 253.00
19-25-454-008	2591 - SIDEWALK	381 HAMILTON ROW	\$ 172.33	\$ 25.85	\$ 198.18
19-25-454-009	2448 - SNOW REMOVAL	391 HAMILTON ROW	\$ 250.56	\$ 37.58	\$ 288.14
19-25-456-001	2447 - SNOW REMOVAL	188 N OLD WOODWARD	\$ 501.12	\$ 75.17	\$ 576.29
19-25-456-009	2402 - SNOW REMOVAL	330 HAMILTON ROW	\$ 116.00	\$ 17.40	\$ 133.40
19-25-456-039	3257 - FALSE ALARM	116 N OLD WOODWARD	\$ 50.00	\$ 7.50	\$ 57.50
19-26-228-024	0196 - FALSE ALARM	1150 PURITAN	\$ 50.00	\$ 7.50	\$ 57.50
19-26-378-063	2827 - CROSS CONNECTION	1744 W MAPLE	\$ 73.50	\$ 11.03	\$ 84.53
19-35-105-007	2773 - SIDEWALK	2247 W MAPLE	\$ 466.72	\$ 70.01	\$ 536.73
19-35-105-008	2772 - SIDEWALK	2235 W MAPLE	\$ 833.43	\$ 125.01	\$ 958.44
19-35-128-009	2764 - SIDEWALK	347 S GLENHURST	\$ 470.64	\$ 70.60	\$ 541.24
19-35-201-066	4494 - FALSE ALARM	1020 PLEASEANT	\$ 50.00	\$ 7.50	\$ 57.50
19-35-202-024	2641 - WEED CUTTING	999 PLEASANT	\$ 220.00	\$ 33.00	\$ 253.00
19-35-202-068	3603 - FALSE ALARM	400 ARLINGTON	\$ 100.00	\$ 15.00	\$ 115.00
19-35-227-032	2769 - SIDEWALK	610 LINDEN	\$ 296.50	\$ 44.48	\$ 340.98
19-35-230-006	2760 - SIDEWALK	321 ASPEN	\$ 305.33	\$ 45.80	\$ 351.13
19-35-304-005	2767 - SIDEWALK	2231 W LINCOLN	\$ 643.21	\$ 96.48	\$ 739.69
19-35-326-044	2768 - SIDEWALK	2161 W LINCOLN	\$ 476.92	\$ 71.54	\$ 548.46
19-36-128-006	2411 - SNOW REMOVAL	151 S BATES	\$ 116.00	\$ 17.40	\$ 133.40
19-36-128-006	2778 - SIDEWALK	151 S BATES	\$ 125.88	\$ 18.88	\$ 144.76
19-36-128-009	2412 - SNOW REMOVAL	250 MARTIN STE 101	\$ 116.00	\$ 17.40	\$ 133.40
19-36-128-009	2782 - SIDEWALK	250 MARTIN STE 101	\$ 552.00	\$ 82.80	\$ 634.80
19-36-138-003	2418 - SNOW REMOVAL	105 TOWNSEND	\$ 116.00	\$ 17.40	\$ 133.40
19-36-138-003	2462 - SNOW REMOVAL	105 TOWNSEND	\$ 250.56	\$ 37.58	\$ 288.14
19-36-152-008	2666 - WEED CUTTING	587 WATKINS	\$ 220.00	\$ 33.00	\$ 253.00
19-36-156-011	2552 - SIDEWALK	850 STANLEY	\$ 332.84	\$ 49.93	\$ 382.77
19-36-177-008	2554 - SIDEWALK	615 S CHESTER	\$ 137.73	\$ 20.66	\$ 158.39
19-36-177-026	2556 - SIDEWALK	585 S CHESTER	\$ 998.53	\$ 149.78	\$ 1,148.31

4/18/2016

**DELINQUENT INVOICES TRANSFERRED TO 2016
CITY TAX ROLL**

19-36-182-005	2561 - SIDEWALK	411 HANNA	\$ 183.64	\$ 27.55	\$ 211.19
19-36-184-003	2673 - WEED CUTTING	751 S BATES	\$ 148.50	\$ 22.28	\$ 170.78
19-36-201-011	0342 - FALSE ALARM	112 S OLD WOODWARD	\$ 50.00	\$ 7.50	\$ 57.50
19-36-201-020	2458 - SNOW REMOVAL	165 PIERCE	\$ 250.56	\$ 37.58	\$ 288.14
19-36-202-015	2610 - SIDEWALK	200 S OLD WOODWARD	\$ 772.28	\$ 115.84	\$ 888.12
19-36-202-018	2612 - SIDEWALK	255 E BROWN	\$ 242.54	\$ 36.38	\$ 278.92
19-36-204-007	2616 - SIDEWALK	567 PURDY	\$ 505.49	\$ 75.82	\$ 581.31
19-36-204-016	2414 - SNOW REMOVAL	250 E BROWN	\$ 116.00	\$ 17.40	\$ 133.40
19-36-204-016	2463 - SNOW REMOVAL	250 E BROWN	\$ 250.56	\$ 37.58	\$ 288.14
19-36-204-016	2618 - SIDEWALK	250 E BROWN	\$ 1,391.39	\$ 208.71	\$ 1,600.10
19-36-204-021	2415 - SNOW REMOVAL	294 E BROWN	\$ 116.00	\$ 17.40	\$ 133.40
19-36-208-017	4035 - FALSE ALARM	401 S OLD WOODWARD	\$ 200.00	\$ 30.00	\$ 230.00
19-36-252-016	2443 - SNOW REMOVAL	360 E FRANK	\$ 116.00	\$ 17.40	\$ 133.40
19-36-253-029	2417 - SNOW REMOVAL	608 S OLD WOODWARD	\$ 116.00	\$ 17.40	\$ 133.40
19-36-278-006	0320 - FALSE ALARM	887 ANN	\$ 100.00	\$ 15.00	\$ 115.00
19-36-282-006	4242 - FALSE ALARM	34300 WOODWARD	\$ 150.00	\$ 22.50	\$ 172.50
19-36-285-009	3154 - FALSE ALARM	996 S ADAMS	\$ 150.00	\$ 22.50	\$ 172.50
19-36-333-028	2631 - SIDEWALK	1510 PIERCE	\$ 214.45	\$ 32.17	\$ 246.62
19-36-333-034	2576 - SIDEWALK	1598 PIERCE	\$ 143.47	\$ 21.52	\$ 164.99
19-36-353-029	2573 - SIDEWALK	1948 MARYLAND	\$ 114.77	\$ 17.22	\$ 131.99
19-36-377-001	2569 - SIDEWALK	1709 WASHINGTON	\$ 63.13	\$ 9.47	\$ 72.60
19-36-379-001	2426 - SNOW REMOVAL	185 E SOUTHLAWN	\$ 232.00	\$ 34.80	\$ 266.80
19-36-429-016	2385 - SNOW REMOVAL	912 HUMPHREY	\$ 116.00	\$ 17.40	\$ 133.40
19-36-430-033	2389 - SNOW REMOVAL	731 CHAPIN	\$ 116.00	\$ 17.40	\$ 133.40
19-36-432-021	2386 - SNOW REMOVAL	1028 CHAPIN	\$ 116.00	\$ 17.40	\$ 133.40
19-36-478-052	2804 - DISEASED TREE	708 DAVIS	\$ 1,069.47	\$ 160.42	\$ 1,229.89
20-30-452-015	2663 - WEED CUTTING	2576 BUCKINGHAM	\$ 148.50	\$ 22.28	\$ 170.78
20-31-151-026	2420 - SNOW REMOVAL	1211 HOLLAND	\$ 116.00	\$ 17.40	\$ 133.40
20-31-153-003	2419 - SNOW REMOVAL	1164 HOLLAND	\$ 116.00	\$ 17.40	\$ 133.40
20-31-179-016	2674 - WEED CUTTING	1838 WEBSTER	\$ 148.50	\$ 22.28	\$ 170.78
20-31-179-057	4564 - FALSE ALARM	1999 COLE	\$ 50.00	\$ 7.50	\$ 57.50
20-31-302-003	4302 - FALSE ALARM	33828 WOODWARD	\$ 50.00	\$ 7.50	\$ 57.50
20-31-358-028	2634 - WEED CUTTING	1205 E 14 MILE	\$ 148.50	\$ 22.28	\$ 170.78
20-31-402-001	1958 - FALSE ALARM	2335 E LINCOLN	\$ 50.00	\$ 7.50	\$ 57.50
					<u>\$ 19,635.90</u>

CHILDREN'S CHARITIES COALITION



April 12, 2016

City Commission, c/o City Clerk, Laura Pierce
City of Birmingham
151 Martin Street
Birmingham, MI 48009

Birmingham City Commissioners,

On behalf of the Children's Charities Coalition, Care House of Oakland County, The Community House and Variety, the Children's Charity, we would like to express our gratitude for the City of Birmingham's consideration of our proposed new Dream Cruise event presented at the City Commission meeting on March 28, 2016. After thoughtful deliberation, we have kindly decided to withdraw our application and not pursue the proposed Dream Cruise event at this time. We remain grateful for the City of Birmingham and the Commission's past support of the Children's Charities Coalition.

We thank you so much for your guidance, insight and council as we worked through our initial proposal. If you have any questions or concerns, please feel free to contact us at (248) 258-5511.

Sincerely,

Jennie Cascio
President
Children's Charities Coalition



NOTICE OF INTENTION TO APPOINT TO THE GREENWOOD CEMETERY ADVISORY BOARD

At the regular meeting of Monday, May 23, 2016 the Birmingham City Commission intends to appoint one member to the Greenwood Cemetery Advisory Board to serve the remainder of a three-year term.

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

Interested citizens may submit a form available from the City Clerk's Office on or before noon on Wednesday, May 18, 2016. These applications will appear in the public agenda for the regular meeting at which time the commission will discuss recommendations, and may make nominations and vote on the appointments.

Committee Duties

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

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

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

Criteria/Qualifications of Open Position	Date Applications Due (by noon)	Date of Interview
<p>Must be a resident of Birmingham and</p> <p>Insofar as possible, represent diverse interests, such as persons with family members interred in Greenwood Cemetery; owners of burial sites within Greenwood Cemetery intending to be interred in Greenwood Cemetery; persons familiar with and interested in the history of Birmingham; persons with familiarity and experience in landscape architecture, horticulture, law or cemetery or funeral professionals.</p>	5/18/16	5/23/16



GREENWOOD CEMETERY ADVISORY BOARD

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

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

Term: Three years.

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

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

Last Name	First Name	Home Business E-Mail	Appointed	Term Expires
Buchanan	Linda	(248) 646-3297	12/14/2015	7/6/2016
1280 Suffield			owner of burial site in Greenwood; person familiar with and interested in the history of Birmingham.	
Birmingham	48009	rlb4149@yahoo.com		
Desmond	Kevin	(248) 225-5526	11/24/2014	7/6/2017
962 Humphrey			Cemetery or funeral professional.	
Birmingham	48009	kdesmond@desmondfuneralhome.com		

Last Name	First Name	Home Business	Appointed	Term Expires
Home Address		E-Mail		
Gehring	Darlene	(248) 540-8061	11/24/2014	7/6/2017
1108 W. Maple			Chairperson	
Birmingham	48009		Person familiar with and interested in the history of Birmingham.	
		<i>maplepro@comcast.net</i>		
Peterson	Linda	(248) 203-9010	11/24/2014	7/6/2018
1532 Melton			Family member interred in cemetery; owner of burial site and intending to be interred in Greenwood; person familiar with and interested in the history of Birmingham.	
Birmingham	48009			
		<i>lpeterson02@comcast.net</i>		
Schreiner	Laura	(248) 593-0335	11/24/2014	7/6/2018
591 Bird			Vice-Chairperson	
Birmingham	48009		Person familiar with and interested in the history of Birmingham; person with experience	
		<i>laschreiner@yahoo.com</i>		
Stern	George	(248) 258-1924	11/24/2014	7/6/2018
1090 Westwood			Person familiar with and interested in the history of Birmingham; person with experience in landscape architecture, horticulture, or law.	
Birmingham	48009			
		<i>sterngeo@aol.com</i>		
Thurber	Barbara	(248) 642-3339	11/24/2014	7/6/2016
463 Vinewood			Family members interred in Greenwood, owner of burial sites and intending to be interred in Greenwood, person familiar with and interested in the history of Birmingham.	
Birmingham	48009			
		<i>barbthurber663@yahoo.com</i>		



MEMORANDUM

Office of the City Manager

DATE: April 21, 2016

TO: Joseph A. Valentine, City Manager

FROM: Joellen Haines, Assistant to the City Manager

SUBJECT: I-75 Expansion Project Update

At the February 8, 2016 City Commission meeting, there was a request to gather information relative to The Michigan Department of Transportation (MDOT) proposed I-75 Corridor Project and to investigate its impact on the City of Birmingham. It was also suggested that Birmingham look into what other municipalities in the area have done or are planning to do relative to the project. At the March 14, 2016 meeting, the City Commission directed the Manager's Office to monitor other cities, collect information on potential impact to Birmingham, and report back the findings to the Commission.

Since that time, Berkley, Southfield, and Hazel Park have passed resolutions opposed to the I-75 Expansion Project. There are only 3 municipalities that are required under Act 51 to contribute to the expense of this project per MDOT; they are Royal Oak, Madison Heights and Troy. The following summarizes their response:

Madison Hts. Resolution passed Oct. 26, 2015 opposing the project. (attached)
Royal Oak Resolution passed Feb. 22, 2016 opposing the project. (attached)
Troy Have not taken an official position on it.

Here is feedback from other cities regarding the I-75 Expansion Project:

Ferndale - Resolution passed Feb. 22, 2016 opposing the project. (attached)

Hazel Park – Passed a resolution opposing the project at their March 15, 2016 meeting. (attached)

Berkley – Passed a resolution opposing the project at their March 21, 2016 meeting. (attached)

Southfield – Passed a resolution opposing the project at their March 21, 2016 meeting. (attached)

Oak Park – Has been discussed. No resolution has been done.

Auburn Hills – No discussion and no resolution regarding this project.

Clawson – No discussion regarding this project.

Pontiac – Have had some discussions on it, but no decisions have been made.

Rochester – No discussion. They have not gotten involved.

Further information has been attached regarding possible impact to the community:

1. The Free Press published an article on the politics of the freeway project March 19, 2016, titled, "Politics hits gas at freeway project in Oakland County."
2. A report in USA Today, March 22, 2016, regarding how Detroit traffic congestion is down 3% to 15% compared to last year.
3. An article in The Atlantic, March 28, 2016, discusses the costs of questionable expansion projects such as the one in Little Rock, Arkansas.



City of Madison Heights

City Hall Municipal Offices
300 W. Thirteen Mile Road
Madison Heights, MI 48071

Department of Public Services
801 Ajax Drive
Madison Heights, MI 48071

Fire Department
31313 Brush Street
Madison Heights, MI 48071

Police Department
280 W. Thirteen Mile Road
Madison Heights, MI 48071

www.madison-heights.org

EXCERPT CITY OF MADISON HEIGHTS REGULAR CITY COUNCIL MEETING MINUTES OCTOBER 26, 2015

The following is an excerpt from the Regular Meeting of the Madison Heights City Council, Madison Heights, Oakland County, Michigan held on October 26, 2015, at 7:30 p.m. Eastern Time.

Present: Mayor Swanson, Mayor Pro Tem Corbett, Councilmembers Bliss, Clark, Gettings, Scott and Soltis.

Absent: None.

Motion by Mayor Pro Tem Corbett, seconded by Councilman Gettings, to approve:

RESOLUTION IN OPPOSITION TO I-75 WIDENING PROJECT FUNDING METHODOLOGY AND IN SUPPORT OF SENATE BILL 557

WHEREAS, the Michigan Department of Transportation (MDOT) proposes to widen and improve I-75 from Hazel Park to Auburn Hills; and,

WHEREAS, this project has been in some phase of study and analysis since 2000; and,

WHEREAS, MDOT has publicly denoted the construction phases since February 18, 2014, with the Madison Heights phases scheduled for 2020, 2022 and 2024; and,

WHEREAS, MDOT unilaterally, without discussion or notice, changed the proposed construction phasing in the summer of 2015 such that the Madison Heights phases are now proposed to be in 2018, 2024 and 2026; and,

WHEREAS, MDOT proposes to utilize the Public Act 51 road funding formula to require that Madison Heights pay an estimated local share of \$4,025,000 for all three phases (\$800,000 in 2018, \$425,000 in 2024, and \$2,800,000 in 2026); and,

WHEREAS, this local match would essentially eliminate the City's ability to provide road maintenance and reconstruction for more than three years; and,

WHEREAS, the City has repeatedly voiced opposition to MDOT's proposed change to the project phasing as well as the use of the Act 51 funding formula for road projects with regional, national, and even international significance and impact; and,

Area Code (248)

Assessing858-0776
City Clerk583-0826
City Manager.....583-0829
Community Development583-0831
Department of Public Services589-2294
Finance583-0846

Fire Department583-3605
43rd District Court583-1800
Housing Commission583-0843
Human Resources.....583-0828
Library588-7763
Mayor & City Council.....583-0829

Nature Center585-0100
Police Department585-2100
Purchasing837-2602
Recreation589-2294
Senior Citizen Center.....545-3464
Water & Treasurer583-0845

WHEREAS, the City has cited the lack of any public or municipal notice or opportunity for input regarding the change in project phasing, the extensive and widespread impact on the City's road network during construction with no compensation by MDOT, the recent I-75 service drive improvements made by the City (based in major part on the previous project schedule), and the complete loss of future tax revenue from the 25 total property takings and 5 partial property takings.

NOW, THEREFORE BE IT RESOLVED, that the City Council of Madison Heights strongly objects to MDOT's planned advancement of the I-696 / I-75 "Braid" phase of construction from the original 2020 to 2018.

BE IT FURTHER RESOLVED, Council strongly supports Michigan Senate Bill 557, introduced by Senator Knollenberg, which would eliminate Act 51 requirements for local share contributions on this and other MDOT Trunkline projects.

BE IT FURTHER RESOLVED, that the City requests that MDOT honor its previous construction segment phasing.

BE IT FINALLY RESOLVED, that the City Clerk provide a copy of this Resolution to U.S. Senators Stabenow and Peters, U.S. Representative Levin, Governor Snyder, State Representative Townsend, State Senator Knollenberg, State Senator Gregory, State Senator and Transportation Committee Chair Casperson, the Cities of Royal Oak, Hazel Park, Troy and Auburn Hills, and Bloomfield Township, the Southeast Michigan Council of Governments, and the Michigan Municipal League.

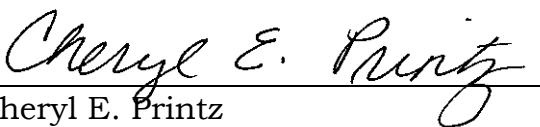
ADOPTED by the City Council of the City of Madison Heights, Michigan, this 26th day of October, 2015

Yeas: Bliss, Clark, Corbett, Gettings, Scott, Soltis, Swanson
Nays: None

Motion Carried

CERTIFICATION:

I, Cheryl E. Printz, the duly appointed City Clerk of the City of Madison Heights, County of Oakland, State of Michigan, do hereby certify that the foregoing is a resolution adopted by the Madison Heights City Council at their Regular Meeting held on October 26, 2015.


Cheryl E. Printz
City Clerk



JAMES B. ELLISON, MAYOR

OFFICE OF THE MAYOR

211 South Williams Street
Royal Oak, MI 48067

COMMISSION MEMBERS

Sharlan Douglas
Kyle DuBuc
Michael Fournier
Jeremy Mahrle
Patricia Paruch
David Poulton

**A RESOLUTION FOR RESPONSIBLE SPENDING OF TRANSPORTATION FUNDS IN
SOUTHEAST MICHIGAN**

WHEREAS, communities across the southeast Michigan face an acute shortage of transportation funds to repair existing streets and bridges, address safety needs, and provide the quality of life that attracts and retains residents and employers; and

WHEREAS, within the City of Royal Oak these needs specifically include the repair of existing roads; and

WHEREAS, the Michigan Department of Transportation has approved and intends to commence major highway reconstruction and capacity expansion projects on I-75 in Oakland County and I-94 in Detroit, with expected costs that may exceed \$4 billion dollars, including hundreds of millions for capacity expansion; and

WHEREAS, the 2040 Long-Range Plan states that traffic congestion in southeast Michigan is "limited," that the region will not regain its 2000 population within the next 25 years, and that any increase in traffic levels will be modest; and

WHEREAS, surveys performed by SEMCOG show that a majority of the region's residents do not support raising taxes for the purpose of expanding highway capacity; and

WHEREAS, the expansions threaten significant negative impacts to the communities they traverse, including displacement of residents, destruction of local tax base, loss of property value, increases in traffic noise, aggravated air pollution, and continued disinvestment;

WHEREAS, it has been well established that such road expansions provide only temporary relief, while exacerbating traffic congestion in the long run; and

WHEREAS, \$4 billion would be far better spent addressing our region's desperate need for a comprehensive regional transit system to meet the needs of residents; and

WHEREAS, cities across the state are suffering consequences of decades of anti-urban policies, such as freeway expansions, which encourage sprawl while decreasing investment in the very population centers where the majority of residents live; and

WHEREAS, state law dictates that not only must cities and villages suffer the consequences of these policies, but in fact, must bear a portion of the cost of opening, widening, and improving state trunk line highways resulting in further deterioration of existing local infrastructure; and

WHEREAS, SB 557 introduced by State Senator Knollenberg proposed to eliminate the requirement that Royal Oak residents' tax dollars be redirected to a project that harms our community; and

NOW THEREFORE BE IT RESOLVED, the City Commission of the City of Royal Oak opposes the inclusion of these highway capacity expansion projects in the 2040 Long-Range Plan; and

BE IT FURTHER RESOLVED, the City Commission especially opposes the proposed Transportation Improvement Project amendments pertaining to the acceleration of the widening of 1-75 between Eight Mile Road and M-59; and

BE IT FURTHER RESOLVED, the Royal Oak City Commission requests that the funding currently programmed for these capacity projects be redirected to other roadway projects, such as performing preventive maintenance and rehabilitating existing major roads, bridges and local streets; addressing critical safety needs; developing and implementing mass transit; and enhancing the overall quality of life through these measures; and

BE IT FURTHER RESOLVED, that the city of Royal Oak will utilize all legal means at its disposal to prevent this expansion from taking place; and

BE IT FURTHER RESOLVED, that the city of Royal Oak supports the passage of SB 557 which, at the very least, would end the requirement that Royal Oak residents fund a project that will bring harm to our city; and

BE IT FURTHER RESOLVED, this Resolution shall be transmitted to SEMCOG and its Member Communities, the Michigan Municipal League, the Michigan Department of Transportation (MDOT), Governor Rick Snyder, and Representative James Townsend and Senator Marty Knollenberg.

BE IT FINALLY RESOLVED, the City of Royal Oak hereby adopts this Resolution requesting that the two expansion projects be excluded from the 2040 Long-Range Plan, and funding redirected towards other needs, until such time as their utility is re-examined in the light of current transportation and funding conditions.

**CITY OF FERNDALE
REQUEST FOR COUNCIL ACTION**

FROM: April L. Lynch, City Manager

SUBJECT: Resolution for Responsible Spending of Transportation Funds in Southeast Michigan

SUMMARY & BACKGROUND:

The City of Royal Oak has prepared a draft resolution opposing the widening of I-75. Council has requested that the City of Ferndale support the resolution.

Attached is the resolution for the City of Ferndale.

ATTACHMENTS: Resolution

COUNCIL AGENDA DATE: February 22, 2016

CITY ATTORNEY REVIEW: NA

FINANCE DIRECTOR REVIEW: NA

CITY MANAGER REVIEW: February 18, 2016

RECOMMENDED ACTION:

Moved by, and supported by, the City of Ferndale hereby request the two I-75 expansion projects be excluded from the 2040 Long-Range Plan, and funding redirected towards other needs, until such time as their utility is re-examined in the light of current transportation and funding conditions.

A RESOLUTION FOR RESPONSIBLE SPENDING OF TRANSPORTATION FUNDS IN SOUTHEAST MICHIGAN

WHEREAS, communities across the southeast Michigan face an acute shortage of transportation funds to repair existing streets and bridges, address safety needs, and provide the quality of life that attracts and retains residents and employers; and

WHEREAS, within the City of Ferndale these needs specifically include the repair of existing roads; and

WHEREAS, the Michigan Department of Transportation has approved and intends to commence major highway reconstruction and capacity expansion projects on I-75 in Oakland County and I-94 in Detroit, with expected costs that may exceed \$4 billion dollars, including hundreds of millions for capacity expansion; and

WHEREAS, the 2040 Long-Range Plan states that traffic congestion in southeast Michigan is "limited," that the region will not regain its 2000 population within the next 25 years, and that any increase in traffic levels will be modest; and

WHEREAS, surveys performed by SEMCOG show that a majority of the region's residents do not support raising taxes for the purpose of expanding highway capacity; and

WHEREAS, the expansions threaten significant negative impacts to the communities they traverse, including displacement of residents, destruction of local tax base, loss of property value, increases in traffic noise, aggravated air pollution, and continued disinvestment;

WHEREAS, it has been well established that such road expansions provide only temporary relief, while exacerbating traffic congestion in the long run; and

WHEREAS, \$4 billion would be far better spent addressing our region's desperate need for a comprehensive regional transit system to meet the needs of residents; and

WHEREAS, cities across the state are suffering consequences of decades of anti-urban policies, such as freeway expansions, which encourage sprawl while decreasing investment in the very population centers where the majority of residents live; and

WHEREAS, state law dictates that not only must cities and villages suffer the consequences of these policies, but in fact, must bear a portion of the cost of opening, widening, and improving state trunk line highways resulting in further deterioration of existing local infrastructure; and

WHEREAS, SB 557 introduced by State Senator Knollenberg proposed to eliminate the requirement that Ferndale residents' tax dollars be redirected to a project that harms our community; and

NOW THEREFORE BE IT RESOLVED, the City Council of the City of Ferndale opposes the inclusion of these highway capacity expansion projects in the 2040 Long-Range Plan; and

BE IT FURTHER RESOLVED, the City Council especially opposes the proposed Transportation Improvement Project amendments pertaining to the acceleration of the widening of I-75 between Eight Mile Road and M-59; and

BE IT FURTHER RESOLVED, the Ferndale City Council requests that the funding currently programmed for these capacity projects be redirected to other roadway projects, such as performing preventive maintenance and rehabilitating existing major roads, bridges and local streets; addressing critical safety

needs; developing and implementing mass transit; and enhancing the overall quality of life through these measures; and

BE IT FURTHER RESOLVED, that the City of Ferndale supports the passage of SB 557 which, at the very least, would end the requirement that Ferndale residents fund a project that will bring harm to our city; and

BE IT FURTHER RESOLVED, this Resolution shall be transmitted to SEMCOG and its Member Communities, the Michigan Municipal League, the Michigan Department of Transportation (MDOT), Governor Rick Snyder, and Representative Robert Wittenburg and Senator Vincent Gregory.

BE IT FINALLY RESOLVED, the City of Ferndale hereby adopts this Resolution requesting that the two expansion projects be excluded from the 2040 Long-Range Plan, and funding redirected towards other needs, until such time as their utility is re-examined in the light of current transportation and funding conditions.

A RESOLUTION FOR RESPONSIBLE SPENDING OF TRANSPORTATION FUNDS IN SOUTHEAST MICHIGAN

WHEREAS, communities across the southeast Michigan face an acute shortage of transportation funds to repair existing streets and bridges, address safety needs, and provide the quality of life that attracts and retains residents and employers; and

WHEREAS, within the City of Hazel Park these needs specifically include the repair of existing roads; and

WHEREAS, the Michigan Department of Transportation has approved and intends to commence major highway reconstruction and capacity expansion projects on 1-75 in Oakland County and I-94 in Detroit, with expected costs that may exceed \$4 billion dollars, including hundreds of millions for capacity expansion; and

WHEREAS, the 2040 Long-Range Plan states that traffic congestion in southeast Michigan is "limited," that the region will not regain its 2000 population with the next 25 years, and that any increase in traffic levels will be modest; and

WHEREAS, surveys performed by SEMCOG show that a majority of the region's residents do not support raising taxes for the purpose of expanding highway capacity; and

WHEREAS, the expansions threaten significant negative impacts to the communities they traverse, including displacement of residents, destruction of local tax base, loss of property value, increases in traffic noise, aggravated air pollution, and continued disinvestment;

WHEREAS, it has been well established that such road expansions provide only temporary relief, while exacerbating traffic congestion in the long run; and

WHEREAS, \$4 billion would be far better spent addressing our region's desperate need for a comprehensive regional transit system to meet the needs of residents; and

WHEREAS, cities across the state are suffering consequences of decades of anti-urban policies, such as freeway expansions, which encourage sprawl while decreasing investment in the very population centers where the majority of residents live; and

WHEREAS, state law dictates that not only must cities and villages suffer the consequences of these policies, but in fact, must bear a portion of the cost of opening, widening, and improving state trunk line highways resulting in further deterioration of existing local infrastructure; and

WHEREAS, SB 557 introduced by State Senator Knollenberg proposed to eliminate the requirement that Hazel Park residents' tax dollars be redirected to a project that harms our community; and

NOW THEREFORE BE IT RESOLVED, the City Council of the City of Hazel Park opposes the inclusion of these highway capacity expansion projects in the 2040 Long-Range Plan; and

BE IT FURTHER RESOLVED, the City Council especially opposes the proposed Transportation Improvement Project amendments pertaining to the acceleration of the widening of 1-75 between Eight Mile Road and M-59; and

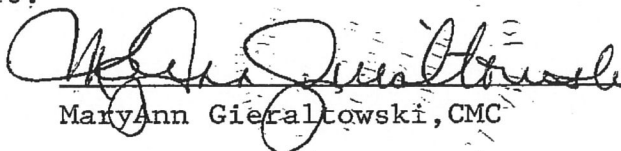
BE IT FURTHER RESOLVED, the Hazel Park City Council requests that the funding currently programmed for these capacity projects be redirected to other roadway projects, such as performing preventive maintenance and rehabilitating existing major roads, bridges and local streets; addressing critical safety needs; developing and implementing mass transit; and enhancing the overall quality of life through these measures; and

BE IT FURTHER RESOLVED, that the City of Hazel Park supports the passage of SB 557 which, at the very least, would end the requirement that Hazel Park residents fund a project that will bring harm to our city; and

BE IT FURTHER RESOLVED, this Resolution shall be transmitted to SEMCOG and its Member Communities, the Michigan Municipal League, the Michigan Department of Transportation (MDOT), Governor Rick Snyder, and Representative Robert Wittenburg and Senator Vincent Gregory.

BE IT FINALLY RESOLVED, the City of Hazel Park hereby adopts this Resolution requesting that the two expansion projects be excluded from the 2040 Long-Range Plan, and funding redirected towards other needs, until such time as their utility is re-examined in the light of current transportation and funding conditions.

I, MaryAnn Gieraltowski , Clerk for the City of Hazel Park, do hereby certify that the foregoing is a true and compared copy of a resolution as adopted by the Council of said City at a Regular Council Meeting on March 15, 2016.


MaryAnn Gieraltowski, CMC

A RESOLUTION
of the Council of the City of Berkley, Michigan
for the Responsible Spending of
Transportation Funds in Southeast Michigan

R-06-16

- WHEREAS,** Communities across the southeast Michigan face an acute shortage of transportation funds to repair existing streets and bridges, address safety needs, and provide the quality of life that attracts and retains residents and employers; and
- WHEREAS,** Within the City of Berkley, these needs specifically include the repair of existing roads; and
- WHEREAS,** The Michigan Department of Transportation has approved and intends to commence major highway reconstruction and capacity expansion projects on I-75 in Oakland County and I-94 in Detroit, with expected costs that may exceed \$4 billion dollars, including hundreds of millions for capacity expansion; and
- WHEREAS,** The 2040 Long-Range Plan states that traffic congestion in southeast Michigan is "limited," that the region will not regain its 2000 population with the next 25 years, and that any increase in traffic levels will be modest; and
- WHEREAS,** Surveys performed by SEMCOG show that a majority of the region's residents do not support raising taxes for the purpose of expanding highway capacity; and
- WHEREAS,** The expansions threaten significant negative impacts to the communities they traverse, including displacement of residents, destruction of local tax base, loss of property value, increases in traffic noise, aggravated air pollution, and continued disinvestment; and
- WHEREAS,** It has been known since at least 1962 that, on urban commuter expressways, peak-hour traffic congestion rises to meet maximum capacity ("The Law of Peak-Hour Expressway Congestion" by Anthony Downs, 1962). Simply adding capacity to existing roadways will not solve traffic congestion. This is widely known as "induced demand," where capacity additions induce more traffic to use the road; and
- WHEREAS,** Recent research finds that the quality of evidence linking highway capacity expansion to increased vehicle miles traveled is high, and that capacity expansion leads to a net increase in vehicle miles traveled and not just a shifting of vehicle miles traveled from one road to another. Further, most studies of the impact of capacity expansion on development in a metropolitan region find no net increase in employment or other economic activity ("Increasing Highway Capacity Unlikely to Relieve Traffic Congestion" by Susan Handy, University of California, Davis 2015); and
- WHEREAS,** \$4 billion would be far better spent addressing our region's desperate need for road and infrastructure repairs, and a comprehensive regional transit system to meet the needs of our residents, boost property values, increase access to employment and entertainment, and reduce our nearly mandatory and exclusive dependence on motor vehicles; and
- WHEREAS,** Cities across the state are suffering consequences of decades of anti-urban policies, such as freeway expansions, which encourage sprawl while decreasing investment in the very population centers where the majority of residents live; and
- WHEREAS,** State law dictates that not only must cities and villages suffer the consequences of these policies, but in fact, must bear a portion of the cost of opening, widening, and improving state trunk line highways resulting in further deterioration of existing local infrastructure; and
- WHEREAS,** Michigan Senate bill SB 557, introduced by State Senator Knollenberg in October 2015, proposed to eliminate the requirement that Berkley residents' tax dollars be redirected to a project that harms our community; and

NOW THEREFORE BE IT RESOLVED: The City Council of the City of Berkley opposes the inclusion of these highway capacity expansion projects in the 2040 Long-Range Plan; and

BE IT FURTHER RESOLVED: The City Council especially opposes the proposed Transportation Improvement Project amendments pertaining to the acceleration of the widening of I-75 between Eight Mile Road and M-59; and

BE IT FURTHER RESOLVED: The Berkley City Council requests that the funding currently programmed for these capacity expansion projects be redirected to other roadway projects, such as performing preventive maintenance and rehabilitating existing major roads, bridges and local streets; addressing critical safety needs; developing and implementing mass transit and a true regional multi-modal transportation system; and enhancing the overall quality of life through these measures; and

BE IT FURTHER RESOLVED: That the City Council of the City of Berkley supports the passage of SB 557 which, at the very least, would end the requirement that Berkley residents fund a project that will bring harm to our city; and

BE IT FURTHER RESOLVED: This Resolution shall be transmitted to SEMCOG and its Member Communities, the Michigan Municipal League, the Michigan Department of Transportation (MDOT), Oakland County Executive L. Brooks Patterson, Governor Rick Snyder, Representative Robert Wittenberg, and Senator Marty Knollenberg.

BE IT FINALLY RESOLVED: The City of Berkley hereby adopts this Resolution requesting that the two expansion projects be excluded from the 2040 Long-Range Plan, and funding redirected towards other needs.

Introduced and passed at a regular City Council meeting on Monday, March 21, 2016.

AYES:

NAYS:

Phil O'Dwyer, Mayor

Attest:

Phommady A. Boucher, City Clerk

March 21, 2016

Honorable Mayor and Council
Municipal Building
Southfield, Michigan

**Re: Resolution Opposing the Proposed Reconstruction and Capacity Expansion Projects
on I-75 in Oakland County and I-94 in Detroit**

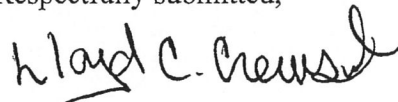
Dear Sirs and Mesdames:

Background: At the February 26, 2016 City Council Legislative Committee meeting, the committee reviewed the proposed reconstruction and capacity expansion projects on I-75 in Oakland County and I-94 in Detroit. The proposed expansions have cost estimates exceeding \$4 billion dollars. The committee has proposed for your consideration a resolution similar to the resolutions adopted by neighboring communities in the region opposing the projects.

Fiscal Impact: There is no immediate impact to the City, however, funds slated for the proposed reconstruction and capacity expansion on both projects may be better utilized to rebuild and resurface existing infrastructure in both Southfield and southeastern Michigan.

Recommendation: It is requested that City Council adopt the resolution titled "Responsible Spending of Transportation Funds in Southeast Michigan."

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Lloyd C. Crews", with a stylized flourish at the end.

Lloyd C. Crews
Council Legislative Committee Chairman

FZ/LMS

Honorable Mayor and Council
Resolution Opposing the Proposed Reconstruction and Capacity Expansion Projects on
I-75 in Oakland County and I-94 in Detroit
Page 2

A RESOLUTION FOR RESPONSIBLE SPENDING OF TRANSPORTATION FUNDS IN SOUTHEAST MICHIGAN

WHEREAS, communities across the southeast Michigan face an acute shortage of transportation funds to repair existing streets and bridges, address safety needs, and provide the quality of life that attracts and retains residents and employers; and

WHEREAS, within the City of Southfield these needs specifically include the repair of existing roads; and

WHEREAS, the Michigan Department of Transportation has approved and intends to commence major highway reconstruction and capacity expansion projects on I-75 in Oakland County and I-94 in Detroit, with expected costs that may exceed \$4 billion dollars, including hundreds of millions for capacity expansion; and

WHEREAS, the 2040 Long-Range Plan states that traffic congestion in southeast Michigan is "limited," that the region will not regain its 2000 population within the next 25 years, and that any increase in traffic levels will be modest; and

WHEREAS, surveys performed by SEMCOG show that a majority of the region's residents do not support raising taxes for the purpose of expanding highway capacity; and

WHEREAS, the expansions threaten significant negative impacts to the communities they traverse, including displacement of residents, destruction of local tax base, loss of property value, increases in traffic noise, aggravated air pollution, and continued disinvestment;

WHEREAS, it has been well established that such road expansions provide only temporary relief, while exacerbating traffic congestion in the long run; and

WHEREAS, \$4 billion would be far better spent addressing our region's desperate need for a comprehensive regional transit system to meet the needs of residents; and

WHEREAS, cities across the state are suffering consequences of decades of anti-urban policies, such as freeway expansions, which encourage sprawl while decreasing investment in the very population centers where the majority of residents live; and

WHEREAS, state law dictates that not only must cities and villages suffer the consequences of these policies, but in fact, must bear a portion of the cost of opening, widening, and improving state trunk line highways resulting in further deterioration of existing local infrastructure; and

NOW THEREFORE BE IT RESOLVED, the City Council of the City of Southfield opposes the inclusion of these highway capacity expansion projects in the 2040 Long-Range Plan; and

Honorable Mayor and Council

Resolution Opposing the Proposed Reconstruction and Capacity Expansion Projects on I-75 in Oakland County and I-94 in Detroit

Page 3

BE IT FURTHER RESOLVED, the City Council especially opposes the proposed Transportation Improvement Project amendments pertaining to the acceleration of the widening of I-75 between Eight Mile Road and M-59; and

BE IT FURTHER RESOLVED, the City Council of the City of Southfield requests that the funding currently programmed for these capacity projects be redirected to other roadway projects, such as performing preventive maintenance and rehabilitating existing major roads, bridges and local streets; addressing critical safety needs; developing and implementing mass transit; and enhancing the overall quality of life through these measures; and

BE IT FURTHER RESOLVED, that the city of Southfield will utilize all legal means at its disposal to prevent this expansion from taking place; and

BE IT FURTHER RESOLVED, this Resolution shall be transmitted to SEMCOG and its Member Communities, the Michigan Municipal League, the Michigan Department of Transportation (MDOT), Governor Rick Snyder, and Representative Jeremy Moss and Senator Vincent Gregory.

BE IT FINALLY RESOLVED, the City of Southfield hereby adopts this Resolution requesting that the two expansion projects be excluded from the 2040 Long-Range Plan, and funding redirected towards other needs, until such time as their utility is re-examined in the light of current transportation and funding conditions.

Politics hits gas at freeway project in Oakland County

Bill Laitner, Detroit Free Press 11:23 p.m. EDT March 19, 2016



Buy Photo
(Photo: Salwan Georges, Detroit Free Press)

Fix a crumbling road? That used to be a no-brainer.

Not anymore. For half a decade, nothing political has been hotter in Michigan than roads. And for far longer, mass-transit debate has simmered with increasing symbolic power in metro Detroit.

Motorists mired in backups, or bus riders waiting hours in the cold, may feel simple fury. But policy wonks, civic leaders and — yes — politicians — seem to see transportation issues loom larger with every new pothole across the state, and with every fresh story of an urban area elsewhere that's outpacing Detroit while showcasing a shiny new bus, light rail or subway system.

For most of the last century, anyone linked economically to the Detroit Three automakers — and that once seemed like everyone in southeast Michigan — felt instant antipathy to mass transit and congenital affection for cars and wide open roads. Now, as the economy diversifies in metro Detroit, there's a groundswell for transit, and that's led to a political divide.



DETROIT FREE PRESS

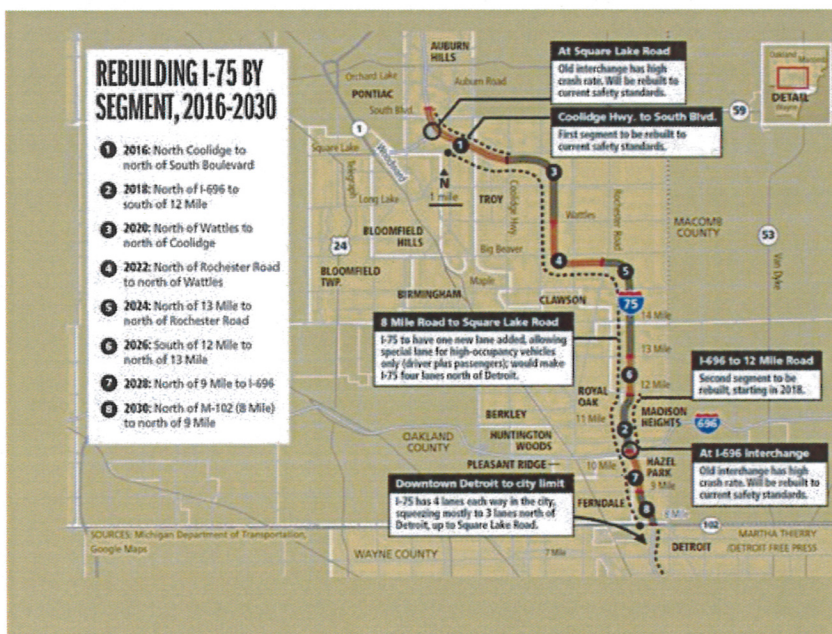
I-75: Mixed feelings on the \$1B project

(<http://www.freep.com/story/news/local/michigan/oakland/2016/02/20/is-i-75-reconstruction-needed/80405272/>)

Generally, Republicans line up on the side of rebuilding and widening freeways, hoping to add capacity for moving more freight and private passenger vehicles per hour, in a characteristic push both for economic growth as well as for the primacy of individual choice — leather or cloth, FM or Sirius radio? Democrats instead cheer on mass transit as a powerful way for government to reduce urban sprawl, spark reinvestment in urban cores, reduce fossil-fuel use and encourage a mode of movement they tout as sustainable — and, wouldn't some say, cool?

The latest case of this red versus blue divide is the plan for massive reconstruction and widening of I-75 in Oakland County.

Buy Photo



Rebuilding I-75 by segment, 2016-2030 (Photo: Martha Thierry Detroit Free Press)

The idea lay fallow for more than a dozen years, bereft of federal and state funding. Last month, it was back, heralded by none other than southeast Michigan's top Republican. Oakland County Executive L. Brooks Patterson announced in his annual State of the County speech that the \$1-billion-plus program would resume this summer, and continue through 2030.

Patterson, atop the predominantly Republican county government, said he strongly supports state engineers' call for redesigning and rebuilding the aging freeway, which is to include adding a lane each way. The big job would roll from 8 Mile Road at the Detroit-Ferndale border about 17 miles north to the antiquated interchange for Square Lake Road, at border of Troy and Auburn Hills. The mega-project is to start in Troy, where a batch of conservative leaders also support it.

Almost immediately after Patterson's speech, civic leaders in the predominantly Democratic south end of the county voiced opposition to the plan, targeting the widening but suggesting that the entire idea be scrapped in favor of mass-transit spending. Strongly opposed are mayors and city councils that are passing resolutions — in Ferndale, Royal Oak, Madison Heights, Hazel Park and others — demanding that the federal and state money be spent on mass transit instead of concrete, objecting to the millions of dollars in local "match" money that communities adjacent to I-75 will be charged for the projects, and threatening to "utilize all legal means" at their disposal to prevent the expansion from taking place.

This suburban I-75 dispute could be the prelude to a bitter regional fight in a few years over I-94, which state engineers also say should be widened when it's rebuilt through Detroit. But a close look at the I-75 project shows reasons why even opponents should realize that hundreds of millions of dollars must be spent on this section of I-75, to renew half-century-old concrete and bring unsafe interchanges up to modern standards. In addition, some might be led to change their minds, or at least drop active opposition, if a bill passes in the state Legislature that would lift the burden of paying a share of freeway improvements off the shoulders of communities that adjoin Michigan's interstate system.

No one is more outspoken in opposition to the project than the politician who is arguably Oakland County's leading Democrat, County Commissioner Dave Woodward from Royal Oak, chair of the county's Democratic Party caucus. Woodward has no patience for talk of widening any freeway, he said.

"I don't think anyone disagrees that we need to repair, rebuild and in some cases rework entire sections of our freeway system," Woodward said.

"What people are objecting to is widening. It's an utter waste to expand a freeway that is going to move people away from our urban cores," he said, adding that the extra lane would "serve just a few people commuting to northern Oakland County."

Buy Photo



Royal Oak Mayor Jim Ellison photographed near the intersection of I-696 and I-75 on Wednesday, March 2, 2016. (Photo: Salwan Georges, Detroit Free Press)

Also opposed is Royal Oak Mayor Jim Ellison, who recently announced his candidacy as a Democrat for state representative.

"They want to put all this money into an expressway and it's going to be done 15 years from now. By that time, we could have rapid transit on Woodward," Ellison said.

He's not against repairing, "but we don't feel that widening is a good idea," he said, alluding to the unanimous vote by the Royal Oak City Commission last month in opposition to the project. The Southfield City Council is expected to vote on a similar resolution Monday night, "and I certainly expect it to pass," said Mayor Ken Siver, an ardent liberal opposed to widening freeways whose city doesn't even border I-75.

Many officials complain that communities fronting a freeway must pay part of the cost, so that "we're paying to help people drive past our city," said Royal Oak City Commissioner Kyle DuBuc. Of the \$1-billion-plus estimated cost of the project, 80% will be covered by federal highway dollars with the remaining 20% to come from state funding, of which 12% must be local "match" money from the already tight budgets at local city halls, DuBuc said.

In contrast, Patterson said he is merely echoing what nonpartisan civil engineers have decided— that I-75 in south Oakland County was opened in the 1960s, the roadway now is badly in need of a top-to-bottom reconstruction, and that federal specifications for the interstate highway system require safety and well as capacity improvements. But he is almost contemptuous for what he sees as leaders blind to the benefits that I-75, as well as I-696, have brought to their communities.

"I'm not going to take their resolutions gracefully," Patterson said. "Communities down in the south end of the county certainly have been vociferous about any kind of widening of I-75.

"Well, let me remind those people in places like Ferndale and Royal Oak — back in the day they were sleepy little burgs with not many people going there. Then, when I-75 and later I-696 opened, people began flowing to Ferndale and Royal Oak. Those people ought to be kissing me on both cheeks. The freeways put Royal Oak on the map," he said.

Patterson had one fresh data point to add: "The morning after my State of the County speech, I was late getting to Troy for a meeting and guess why? Traffic congestion on I-75," he said.

In downtown Royal Oak, a visit to the destination pub Cantina Diablo seems to support Patterson's view that freeways aren't draining vitality from the historic downtowns of south Oakland County but, instead, bringing free-spending customers.

"We have them coming from Waterford, Roseville, Grosse Pointe," said floor manager Paula Rugland.

"I think the other night we had someone from Utica come to our salsa lesson," Rugland said, surveying the bistro at the epicenter of downtown Royal Oak, a site occupied for decades by a family hardware store. That was before freeways made Royal Oak into what some people call a resort town without a lake.

Back in Republican country, Troy Mayor Dane Slater said he's happy that I-75 is finally getting a complete renovation.

"I think some people may be missing what the real objective is — it's a reconstruction project that's well overdue," Slater said. "And it's like almost any project — when you're doing it, it's much cheaper to add on at the time rather than coming back at a later date."

Elsewhere in the country, the liberal-conservative split on transportation is nothing new, said Jonathan Levine, professor of urban planning and a specialist in transportation planning, who lives in Ann Arbor and commutes by bicycle.

"Full disclosure: I'm more of a liberal myself. But let me see if I can represent the conservative position. They say, it's not the job of transportation systems to reshape society. It's to accommodate how people want to live and how people want to travel.

"But the liberals would say that transportation is always influencing how people live and how people travel. Our country made a massive investment in automotive transportation after WWII and that's triggered massive suburbanization. Clearly, the government investment in the interstate highway system has very much shaped how people lived."

When a highway is expanded near a big city, "We induce two things: more automotive travel and changes in land use, meaning more development at the periphery of the metropolitan area," Levine said.

Yet, when it comes to freeways versus mass transit, the region shouldn't see them as mutually exclusive, said the boss of the regional planning agency for the seven counties of southeast Michigan.

"It's not either-or. We need both," said Kathleen Lomako, executive director of the Southeast Michigan Council of Governments. SEMCOG approved the I-75 project in 2013 as part of the agency's 2040 Transportation Regional Plan.

"But that project was in our plan for more than a decade. Now, it's starting to move forward," she said. Adding a lane is something Lomako said she favors because it's an innovation whose time has come for metro Detroit, a chance "to promote ride-sharing and greater use of van pools and high-speed buses," she said.

Bottom line on I-75 for SEMCOG?

"It's an old freeway that needs to be reconstructed and brought up to modern standards. There are safety issues, there's delay in freight movements, there's congestion. This project will address all of those," Lomako said.

What might calm some opposition to this humongous freeway fix, and reassure taxpayers that their money isn't being wasted, is knowing more. First, some giant interchanges have dated, dangerous designs.



I-75 north is seen from Crooks Road on Tuesday, Feb. 16, 2016, in Troy. (Photo: Salwan Georges, Detroit Free Press)

To be fixed first is the worst: I-75 at Square Lake Road. Its left-hand entrances and exits rank it as an intuitively obvious oddball, as bad as Telegraph Road on I-94 and the Lodge Freeway at Davison Highway, said Rob Morosi, spokesman for the Michigan Department of Transportation. The outdated design of left-hand ramps and exits logs greater crash rates virtually everywhere in the country, and federal highway standards now forbid it in any new project, Morosi said.

The Square Lake interchange notched 5,400 crashes, including 18 fatalities, in the five-year period of 2008-2012 that state engineers most recently analyzed, Morosi said. On a clear day with light traffic, there's no problem, but "when it's icy, dark, raining, or just heavy traffic, you can very easily get a cascade of brake lights there and people hitting the car ahead," he said.

To qualify for this project's 80% level of federal funding, "we absolutely must redesign as well as rebuild this interchange" and, as well, the I-75 interchange at I-696. It has a dangerous design of entrance ramps that force rapid merges onto the freeway just as some freeway traffic tries to exit, Morosi said.

Second, adding a lane to I-75 in Oakland County isn't gilding the lily so much as giving the road parity with the same freeway south of the county, MDOT officials contend. From downtown Detroit to the city's border with Oakland County, I-75 has four lanes each way. Yet, north of there, for virtually all of the stretch to be rebuilt, there exist now only three lanes each way. Adding a fourth lane there merely acknowledges that south Oakland County's traffic congestion — er, volume — is at least as great as that in Detroit, Morosi said.

What might also calm the opposition would be the passage of a bill in Lansing that has bipartisan support.

Sponsored by Republican State Sen. Marty Knollenberg of Troy, and cosponsored by Democratic State Sen. Vincent Gregory of Southfield, is a bill that would relieve the local communities of paying millions of dollars for the I-75 rebuilding and expansion plan, as well as for similar freeway updates around the state. That would save Royal Oak and Madison Heights a projected \$4 million each, Troy about \$9 million, among other communities that would be billed for the project, according to MDOT.

"It's a legitimate concern for them of where they're going to find the money to pay their share of these freeway improvements," said Aarne Frobom, MDOT policy analyst. The state budget would need to make up the difference — somehow, Frobom said.

The search for fresh funding means "we need to start the conversation" about how to relieve taxpayers who live near freeways from having to foot the bill so others can drive on them, Gregory said.

"That's what we're hoping this bill will do — get us talking about whose responsibility it should be for upgrading a freeway," he said.

Contact Bill Laitner: blaitner@freepress.com or 313-223-4485.

Read or Share this story: <http://on.freep.com/1pBEPG6>



Joellen Haines <jhaines@bhamgov.org>

Fwd: Detroit traffic congestion down 3% to 15%

1 message

Joe Valentine <jvalentine@bhamgov.org>
To: Joellen Haines <jhaines@bhamgov.org>

Mon, Mar 28, 2016 at 5:04 PM

----- Forwarded message -----

From: **Mark Nickita** <mnickita@bhamgov.org>

Date: Mon, Mar 28, 2016 at 12:13 PM

Subject: Detroit traffic congestion down 3% to 15%

To: Jana Ecker <jecker@bhamgov.org>, Joe Valentine <jvalentine@bhamgov.org>, Paul O'Meara <pomeara@bhamgov.org>, Chief Don Studt <dstudt@bhamgov.org>, Mclemence@bhamgov.org

Subject: Re: I 75 expansion - Detroit traffic congestion down 3% to 15% - is it a problem?

FYI - As a quick follow-up to our recent resolution discussion re: I 75 expansion. Part of the consideration for a resolution is the future demand for auto traffic and how it is changing.

Here is fresh data that suggests that we're one of the least-congested metro areas, and that our traffic congestion continues to improve.

Our congestion level in Detroit is 15%, which is down 3% from last year. Detroit is the 150th most congested metro out of the 174 worldwide metros that were measured.

"Drivers in some cities even enjoyed a reduction in traffic congestion from last year, including Las Vegas, Denver, Tucson, St. Louis, Detroit, Minneapolis and Milwaukee."

traffic congestion is down in Detroit year over year.

<http://www.freep.com/story/news/nation-now/2016/03/22/worst-cities-traffic-united-states-tom-tom-traffic-index/82108390/>

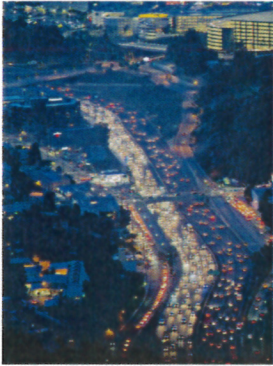
Here's the full ranking:

http://www.tomtom.com/en_gb/trafficindex/list

Detroit has a congestion level of 15%, DOWN 3% from last year. We're the 150th most congested metro of the 174 worldwide metros that were measured.

And the city with the worst traffic in the U.S. is...

USA TODAY NETWORK Mary Bowerman, USA TODAY Network 10:41 a.m. EDT March 22, 2016



(Photo: Pablo Martinez Monsivais, AP)

Rush hour traffic is the worst, am I right?

For the second year in a row, Los Angeles topped the list for the worst gridlock in the country, according to an annual traffic index by navigation system maker, TomTom (http://www.tomtom.com/en_gb/trafficindex/?utm_source=press_release&utm_medium=pr&utm_campaign=2016_03_local_traffic_index_launch&utm_content=).

Drivers in the city of angels see overall congestion at about 40%. That number doubles during evening rush hour.

The index looks at traffic in 295 cities around the world and ranks them by overall congestion level and by evening rush hour.

Los Angeles, San Francisco, Seattle and New York City each went up from last year, according to Nick Cohn, a senior traffic expert at TomTom.

"We noticed that cities that went up significantly are also employment hot spots," Cohn said.

He notes that the economic recovery hasn't been uniform across the United States, with areas seeing the biggest increases in traffic predominately falling on the East and West Coast.

And while your evening commute may seem like it's getting worse, if you're in the top 10 cities in the U.S., average congestion remained about the same as last year, at 31%, according to the report. Drivers in Las Vegas, Denver, Tucson, St. Louis, Detroit, Minneapolis and Milwaukee also saw a reduction in traffic congestion from last year's report. (<http://www.businesswire.com/news/home/20160322005149/en/TomTom-Traffic-Index-Finds-Los-Angeles-San>)

Here's a look at the top 10 worst cities for traffic in the U.S.:

- Los Angeles
- San Francisco
- New York City
- Seattle
- San Jose
- Honolulu
- Miami
- Washington, D.C.
- Portland, Ore.
- Chicago.

Good luck out there.

Follow @MaryBowerman (<https://twitter.com/MaryBowerman>) on Twitter.

Read or Share this story: <http://usat.ly/1RhUqky>



Joellen Haines <jhaines@bhamgov.org>

Fwd: Why Is Little Rock Spending Millions to Expand Its Highways? - The Atlantic

1 message

Joe Valentine <jvalentine@bhamgov.org>

Mon, Apr 4, 2016 at 2:11 PM

To: "Andrew M. Harris" <aharris@bhamgov.org>, Carroll DeWeese <cdeweese@bhamgov.org>, Mark Nickita <mnickita@bhamgov.org>, Pat Bordman <pbordman@bhamgov.org>, Pierre Boutros <pboutros@bhamgov.org>, Racky Hoff <rackyhoff@hotmail.com>, Stuart Sherman <ssherman@bhamgov.org>, Tim Currier <tcurrier@bhlaw.us.com>

Cc: Joellen Haines <jhaines@bhamgov.org>

fyi

----- Forwarded message -----

From: **Mark Nickita** <mnickita@bhamgov.org>

Date: Sat, Apr 2, 2016 at 11:07 AM

Subject: Why Is Little Rock Spending Millions to Expand Its Highways? - The Atlantic

To: Joe Valentine <jvalentine@bhamgov.org>

Joe

FYI - relevant info regarding our study and review if the i75 potential widening.

This is More info on highway spending and the justification of widening freeways. Looks like many cities are dealing with questionable expansions. According to this The systems is set up to expanding. For years I have read of studies that document congestion does t diminish with a widening.

Mark

<http://www.theatlantic.com/business/archive/2016/03/the-cities-doubling-down-on-highways/475488/>

Mark Nickita

Mayor Pro-Tem

City of Birmingham, MI

"never worry about action- only about inaction"

- Winston Churchill

@MarkNickita on Twitter

Mark Nickita on FB

—

Joseph A. Valentine

City Manager

City of Birmingham

151 Martin Street

Birmingham, MI 48009

(248) 530-1809 Office Direct

(248) 530-1109 Fax

The Cities Doubling Down on Highways

Physically expanding roads doesn't cure congestion. So why are places like Arkansas spending millions to do just that?



Ramps to I-30 near the River Market District

Alana Semuels / The Atlantic

ALANA SEMUELS

MAR 28, 2016 | BUSINESS

TEXT SIZE



LITTLE ROCK, Ark.—Interstate Highway 30 runs over the Arkansas River. Every day 126,000 cars travel along it, to North Little Rock and suburbs farther afield. Things usually run smoothly, but some days, traffic builds up

around rush hour. Also, the Federal Highway Administration has declared the bridge to be [structurally deficient](#). For these reasons, state planners want to tear down the existing six-lane freeway and erect in its place a behemoth: a 10-lane highway.

This is happening at a time when a revitalization of the River Market district, located on the Arkansas River just beside the highway, is starting to take hold. Condos are popping up in the area, next to pubs and restaurants and book stores, creating a type of walkable downtown area that hasn't been present in Little Rock for decades.

Little Rock's Tim McQuin says that the highway expansion will end that revival. He is so opposed to this proposal that he created a group, [Improve 30 Crossing](#), to fight against it. He says a 10-lane freeway would harm the wetlands near the river and cause noise and pollution harmful to nearby residents. (An initial plan sought to make the highway 12 lanes.) "They say, 'For future success, we have to bring more and more cars to downtown Little Rock,' but it's already dominated by parking," he told me, as we walked through the River Market district and restaurants and bars brimming with people on a spring night. "If we bring 50,000 more cars a day it's going to be harder for this area to expand."

MORE FROM OUR PARTNERS

THE NEXT ECONOMY

[What the Clinton Library Says About Welfare Reform](#)

[Is a Different Kind of Silicon Valley Possible?](#)

[How Earnings Influence a Woman's Decision to Wed](#)

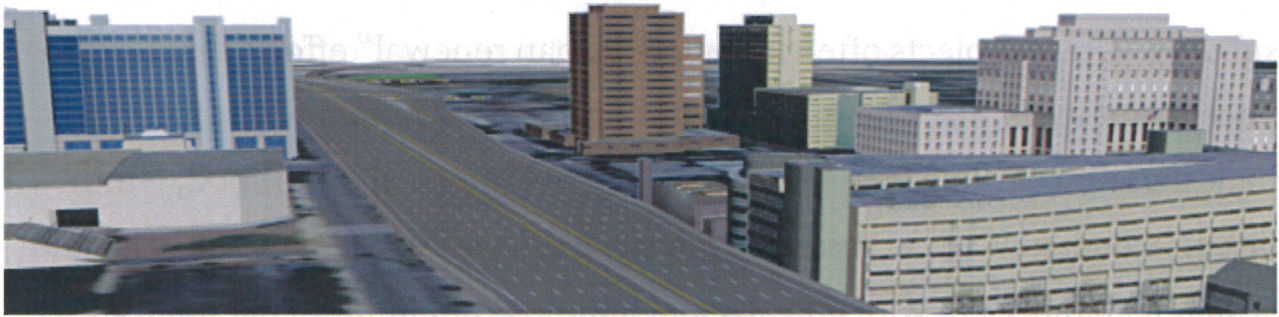
Half a century ago, urban planners [pushed for the erection of freeways](#) through the downtowns of major cities across America. The idea was to make it easier for residents to travel between cities and from inner cities to the suburbs. These projects often included “urban renewal” efforts that tore up poor, historically black neighborhoods, and replaced them with office buildings and parking lots. Little Rock had one such neighborhood, Ninth Street, which now sits across the highway from the River Market district and is all but abandoned, with one original building remaining. That building hosts a business that is selling decals, pennants, and American and Confederate flags.

Now, though, Baby Boomers and Millennials are moving back to city centers, eager to get rid of cars and walk to work and to nightlife. In many cities, including Milwaukee and Boston, planners have tried to encourage that walkability by tearing down urban freeways and putting parks and new businesses in their place.

In many other cities, though, including Little Rock, states are doubling down on highways, expanding lanes and building more concrete structures through residential or urban areas. Colorado wants to spend \$1.2 billion to [widen I-70](#) in Denver. Louisville is [planning](#) to widen I-71 to six lanes, from four. Iowa is widening U.S. 20 to [four lanes](#). And in Birmingham, the state of Alabama wants to widen I-20/59, which passes right through the city center. It’s a testament to Americans’ continuing obsession with cars—citizens have relied on them for decades, and don’t want to think about a life without them. No matter the effects on the city underneath.

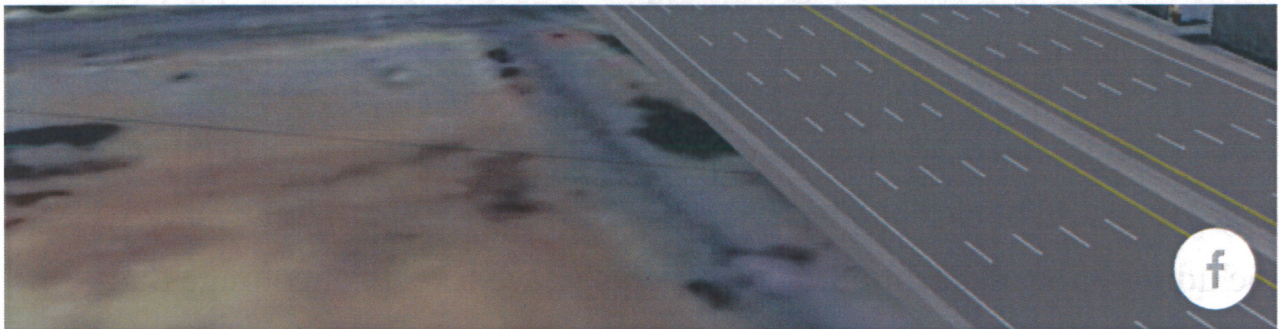
“If [the Alabama Department of Transportation] proceeds unabated, they will be reinforcing something that has become a barrier in our community for 50 years, and making sure the barrier stays in place for the next 50,” Darrell O’Quinn, a resident of Birmingham who opposes the widening there, told

me.



← PREVIOUS

NEXT →



A rendering of the new I-20/59 in Birmingham (Volkert / Alabama Department Of Transportation)

The expansions are curious especially given the numerous [studies](#) that show that widening roads doesn't reduce traffic. When Texas expanded the Katy Freeway in Houston to 26 lanes to reduce congestion, for example, travel times [increased](#) by 30 percent in the morning and 55 percent in the evening.

“Congestion has been looked at pretty carefully [and the conclusion is that] it's difficult to build your way out,” said Robert Krol, a professor at Cal State Northridge who has studied this issue.

But it can be difficult to dial back highway spending. There's much more federal money available for highways than for anything else, and that funding is apportioned to states, which can go forward on highway projects without much oversight. Though they could invest in transit or smaller networks of streets, states have prioritized highway construction for more than the past half-century, and it's easier to keep doing that than to dramatically rework

their budgets. And when state transportation departments spend money that comes from outside, they are less likely to feel accountable to local communities than they would be if they were spending local tax dollars.

In Little Rock, the highway I-30 needs to be repaired, the state says, because of heavy traffic on the bridge that brings the highway over the river. The bridge would be unsafe during a seismic event, according to the Arkansas State Highway and Transportation Department, simply called “the Highway Department” by locals. The Highway Department has put forth a plan, 30 Crossing, that would widen both I-30 and I-40. In a [2015 application](#) for a federal TIGER grant, the Highway Department calls it the “largest and most ambitious project ever planned to be undertaken” by the department.

There’s no question that cars are the dominant method of transportation in Arkansas. The state’s is the 13th largest highway system in the country (in terms of miles of roads), even though its population is the 33rd largest. In 2014, the last year for which data is available, the top 10 of the state’s Highway Department contracts were all for highways, including \$38 million for the widening of Interstate 40 and \$21 million for widening another highway, 63.

In 2012, voters passed a Constitutional Amendment that levied a half-cent sales tax to support a series of road expansions that the Highway Department called “the largest single highway program in the history of Arkansas,” even as receipts from the gas tax were shrinking. But when Pulaski County, where Little Rock is located, asked voters to pass a transit tax earlier this year to fund more bus routes, it [failed 56 to 44](#) percent.



A cyclist rides under I-30 towards the Clinton Presidential Library. (Alana Semuels / The Atlantic)

The support for highways could be because people in the region are moving further from the city center, to suburbs served by the highways. Between 2010 and 2015, suburbs such as Austin grew 25 percent between 2010 and 2015, while Bryant grew 19.6 percent, according to the region's [Metropolitan Planning Organization](#), called Metroplan. Little Rock grew up 3.1 percent in population, and Pulaski County, where Little Rock is located, grew just 3.3 percent, while Saline County grew 8.7 percent.

Suburbs often grow when highways are particularly robust; if people can quickly get out of the city center to far-flung neighborhoods, there's little incentive for them to stay in the city. But the causal arrow runs both ways: Once there are robust suburbs, the residents there tend to support projects that will benefit them, and those projects include roads that will supposedly make their commutes faster.

Regional politics often favor spending on resources to suburbs, especially when their populations grow so quickly, according to Joseph DiMento, a professor at UC Irvine who has studied the construction of urban freeways.

“Once people move to the suburbs, they want to be serviced, and historically, the suburbs were wealthier and more politically important, so their votes would go for replacing the freeway and improving it, rather than displacing it,” he said.

There’s another factor that leads to more and more building of highways. Highway departments in many states operate as independent fiefdoms with little oversight or accountability. They often over-estimate the benefits of widening highways or of building new ones, while under-estimating costs, said Krol, the CSUN professor. That’s the case in Arkansas, according to Warwick Sabin, a state representative who opposes the highway widening. The Highway Department is governed by an appointed commission created in the 1950s as a response to corruption, he said. Members serve 10-year terms.

“Over the years, what’s developed is that the Highway Department doesn’t feel accountable to members of the Legislature, and by extension, they don’t feel accountable to the voters or citizens, or anybody else in the state of Arkansas,” he told me.

The Highway Department must first get approval from Metroplan to go forward because the proposed highway would be wider than policy allows in the region’s long-range plan. It needs a waiver; Metroplan has not indicated how it will vote. Sabin says that as city leaders have expressed concerns about the widening plan, the department has threatened to pull funding entirely and spend it somewhere else in the state if it doesn’t get to expand the lanes.

“They act like a spoiled brat in the playground,” Sabin told me.

A Highway Department spokesman told me that the funding for the project was not “geographically tied,” and that it could be moved elsewhere in the state. When I asked him about locals who disapprove of the project, he

referred me to a FAQ on the department's website.

"Will widening the interstate necessitate additional highway widening, urban sprawl and inner city job loss?" the relevant question asks. The answer leaves little question as to what needs—and which people—the state is thinking about in expanding the highway. The highways must be widened, the state answers, because the region is projected to grow by 220,000 people in the next 25 years, with 75 percent of that growth occurring outside of Pulaski County. "Severe congestion on I-30 near downtown Little Rock and long commutes to the Central Business District could incentivize businesses to move out of downtown and to the suburbs," it says.

In Alabama, the highway department is proceeding with the plan to expand I-20/59, even though business groups have come out against it and a nonprofit has filed a lawsuit against it. O'Quinn, the executive director of that group, Move I-20/59, suspects the state wants to get the work done before a judge decides on the lawsuit.

"They are actively trying to outrun us," he told me.

Tim McKuin shows where the highway expansion would go. (Alana Semuels / The Atlantic)

After McKuin and I walked through the River Market District, we headed towards I-30, which is at the east end of the area, and separates it from the glass structure of the Clinton Presidential Library and Museum. We walked towards the highway along a bike and running trail that stretches for miles down the Arkansas River, past an outdoor amphitheater and a playground filled with kids. As we approached the I-30 bridge, the noise from cars above got louder. About 20 yards away from where the highway towered above, McKuin stopped.

“This is where the expansion would end,” he said, looking up at the sky that could soon be covered by more highway, and then down at the kids riding their bikes underneath.

Then McKuin and I went to Ninth Street, the historically black neighborhood that had been decimated by the construction of a separate freeway, I-630, between 1969 and 1985. Today, it’s largely abandoned, with parking lots, and fenced-in plots of land. McKuin pointed out the historically black churches that used to be attended by people who would walk from their homes. Now, there are few homes, and those that exist seem empty. There are also few local stores. We walked down the street, and as the highway hummed nearby, we found a sidewalk where people used to walk. Today, it disappears into overgrown grass.

ABOUT THE AUTHOR



ALANA SEMUELS is a staff writer at *The Atlantic*. She was previously a national correspondent for the *Los Angeles Times*.

 Twitter

