

CITY COMMISSION MEETING AGENDA AUGUST 22, 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.
- <u>Tablet Users:</u> 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 AUGUST 22, 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 Farmer's Market continues in the Municipal Parking Lot #6 on Old Woodward on Sundays through October from 9:00 A.M. to 2:00 P.M.
- The last summer concert of the season is Wednesday, August 24th at 7:00 P.M. For more information on scheduled entertainment, visit www.bhamgov.org/summerconcerts.
- The Clerk's Office is seeking applicants to serve as Election Inspectors for the upcoming November 8, 2016 General Election. Contact the Clerk's Office at 248.530.1880 for more information.
- Applications to reserve a spot for the Fall session of the Citizens Academy are being accepted now in the City Manager's office for the weekly interactive sessions beginning Tuesday, October 4, 2016. **Applications** may be downloaded at www.bhamgov.org/citizensacademy contact the City or Manager's office at 248.530.1810 for more information.

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 July 11, 2016.
- B. Approval of City Commission minutes of July 25, 2016.
- C. Approval of City Commission minutes of August 8, 2016.
- D. Approval of warrant list, including Automated Clearing House payments, of August 10, 2016 in the amount of \$1,919,835.92.
- E. Approval of warrant list, including Automated Clearing House payments, of August 17, 2016 in the amount of \$6,342,450.41.
- F. Resolution approving the Contract for Ice Show Director with Brenda Willhite effective September 6, 2016 up to and including May 26, 2017. Further, authorizing the Mayor and City Clerk to sign the Contract on behalf of the City of Birmingham upon receipt of all required insurances.
- G. Resolution authorizing the city's compliance with the provisions of State of Michigan Public Act 152 of 2011, by exercising the City's option to exempt itself from the

1

August 22, 2016

- requirements of the Act; and further, directing the Finance Director to submit the required form with the Michigan Department of Transportation.
- H. Resolution approving the agreement with Engineered Climate L.L.C. in the amount not to exceed \$53,078.00 to replace a New Make-up Air Unit Replacement for the Adams Fire Station located at City of Birmingham; further charging the expenditure to the Fire Building Improvement account number 101-336.000-977.000; further approving the appropriation and amendment to the 2016-17 General Fund budget as follows:

General Fund

Revenues:

Draw from Fund Balance 101-000.000-400.0000 \$53,078
Total Revenue \$53,078

Expenditures:

Fire Department-

Building Improvement 101-336.000-977.0000 \$53,078
Total Expenditures \$53,078

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 amendments to Zoning Ordinance Outdoor Storage and Display Standards
 - 1. Ordinance amending Chapter 126, Zoning, Article 02, Sections 2.23, 2.27, 2.29, 2.31, 2.33, 2.35, 2.37, 2.39, Article 04, sections 4.12, 4.57, 4.67, 4.68, 4.69, 4.70, 4.71, Article 05, Sections 5.10, 5.12, 5.13, and Article 09, Section 9.02, amending the outdoor storage and display standards.
- B. Resolution approving the Amended and Restated Tree Care and Removal Agreement with J. H. Hart Urban Forestry, for a one year extension commencing September 1, 2016 and ending June 30, 2017, with the second year renewal (July 1, 2017 June 30, 2018) upon thirty (30) days written notice in the amount set forth in the price schedule, with all other terms and conditions remaining the same. Funds are available in each of the following accounts for these services: Major Street Fund Street Trees Tree Trimming Contract account #202-449.005-819.0000; Local Street Fund Street Trees Tree Trimming Contract account #203-449.005-819.0000; Parks Tree Trimming Contract account #101-751.000-819.0000; and Property Maintenance –Tree Trimming Contract account #101-441.003-819.0000. Further, authorizing the Mayor and City Clerk to sign the Agreement upon receipt of all required insurances.
- C. Resolution appointing ______ as City Commission voting delegate and _____ as alternate voting delegate at the Michigan Municipal League Annual Meeting to be held on September 14, 2016.
- D. Resolution approving the settlement agreement of August 9, 2016 between the City and AFSCME Local 998 for a renewal of the collective bargaining agreement through June 30, 2020. Further, authorizing the transfer of the appropriate funds by the Finance Department.
- E. Resolution approving the recommendation by Human Resources, to implement a 2% salary table adjustment and in-range adjustments based upon performance for full-time

and part-time employees in the Department Head and Administrative/Management classifications effective July 1, 2016.

AND

Resolution approving the recommendation by Human Resources, to implement the 1.5% performance increment through June 30, 2017 with individual eligibility to be in accordance with merit increase guidelines.

AND

Resolution approving the transfer of the necessary funds by the Finance Department to the respective departmental personnel accounts.

VII. REMOVED FROM CONSENT AGENDA

VIII. COMMUNICATIONS

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

X. REPORTS

- A. Commissioner Reports
 - 1. Notice of intention to appoint members to the Ad Hoc Birmingham Brand Development Committee on September 12, 2016.
- B. Commissioner Comments
- C. Advisory Boards, Committees, Commissions' Reports and Agendas
- D. Legislation
- E. City Staff

XI. ADJOURN

INFORMATION ONLY

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

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

3

BIRMINGHAM CITY COMMISSION MINUTES JULY 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 7:33 PM.

II. ROLL CALL

ROLL CALL: Present, Mayor Hoff

Commissioner Bordman Commissioner Boutros Commissioner DeWeese Commissioner Harris Mayor Pro Tem Nickita Commissioner Sherman

Absent, None

Administration: City Manager Valentine, City Attorney Currier, Clerk Pierce, Police Chief Clemence, City Planner Ecker, Finance Director Gerber, Deputy Treasurer Klobucar, City Engineer O'Meara, DPS Director Wood, Building Official Johnson, HR Manager Taylor, Assistant to the Manager Haines

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

07-213-16 CITIZEN'S ACADEMY PLAQUE PRESENTATION

Jack Burns, representing the Citizens Academy, presented a plaque to the City in recognition of the first class of participants in the Academy.

07-214-16 REGIONAL TRANSIT AUTHORITY REPRESENTATIVE

The Mayor announced that the Regional Transit Authority Representative presentation has been postponed.

07-215-16 APPOINTMENT TO THE

GREENWOOD CEMETERY ADVISORY BOARD

MOTION: Motion by Bordman:

To appoint Linda Buchanan, 1280 Suffield, to the Greenwood Cemetery Advisory Board to serve a three-year term to expire July 6, 2019.

MOTION: Motion by Nickita:

To appoint Margaret Suter, 1795 Yosemite, to the Greenwood Cemetery Advisory Board to serve a three-year term to expire July 6, 2019.

VOTE ON NOMINATION OF BUCHANAN:

Yeas, 7

Absent, None

VOTE ON NOMINATION OF SUTER:

Yeas, 7 Absent, None

07-216-16 APPOINTMENT TO THE MUSEUM BOARD

MOTION: Motion by Bordman:

To appoint Judith Keefer, 505 East Lincoln, #4, to the Museum Board to serve a three-year term to expire July 5, 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.

07-217-16 APPROVAL OF CONSENT AGENDA

The following items were removed from the consent agenda:

- Item B (Minutes of June 27, 2016) by Commissioner Sherman
- Item F (Agreement for IT Services) by Mayor Hoff
- Item K (Contract for Skating Director) by Mayor Hoff
- Item L (Special Event Request Winter Markt) by Commissioner Harris

MOTION: Motion by DeWeese, seconded by Boutros:

To approve the consent agenda as follows:

- A. Approval of City Commission/Planning Board workshop minutes of June 20, 2016.
- C. Approval of warrant list, including Automated Clearing House payments, of June 29, 2016 in the amount of \$747,133.71.
- D. Approval of warrant list, including Automated Clearing House payments, of July 6, 2016 in the amount of \$723,771.57.
- E. Resolution approving the purchase of 36A hot asphalt mix at \$58.00/ton and \$59.00/ton, UPM cold patch (delivered) at \$115.00/ton and \$116.00/ton and UPM cold patch (picked up) at \$111.00/ton and \$112.00/ton for fiscal years 2016-2017 and 2017-2018; respectively from Cadillac Asphalt LLC to be charged to account #s 202-449.003-729.0000, 203-449.003-729.0000, 590-536.002-729.0000 and 591-537.005-729.0000.
- G. Resolution setting Monday, August 8, 2016 at 7:30 PM for a Public Hearing to consider the proposed Lot Rearrangement of 976 Arden Ln. and 1058 Arden Ln.
- H. Resolution approving the Birmingham Police Departments participation in the amended Oakland County Law Enforcement Mutual Aid Agreement. Further, directing the Chief of Police to submit a copy of the approved resolution to the Oakland County Association of Chiefs of Police.
- I. Resolution recognizing FAR Conservatory of Therapeutic and Performing Arts, 1669 West Maple, Birmingham, Michigan 48009 as a 501(c) (3) non-profit organization for the

purpose of obtaining a State of Michigan Gaming License with the State of Michigan Charitable Gaming Division. Furthermore, authorizing the City Clerk to complete the Local Governing Body Resolution Form, forwarding same to the Charitable Gaming Division, Lansing, Michigan.

J. Resolution accepting the resignation of Jeff Wilmot from the Museum Board, thanking Mr. Wilmot for his service.

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

07-218-16 OUTSIDE AGENCY AGREEMENTS

BIRMINGHAM BLOOMFIELD COMMUNITY COALITION, BIRMINGHAM YOUTH ASSISTANCE, COMMON GROUND, HAVEN DEAF & HEARING IMPAIRED SERVICES, INC

Commissioner <u>Boardman Bordman commented</u> that the City requires a level of information that justifies the expenses from the organizations. She stated that she expects to receive much more detail from the agencies next year.

Mayor Hoff explained that the agencies used to have to make a presentation to the Commission. City Manager Valentine confirmed that the current process is consistent with last year.

MOTION: Motion by Bordman, seconded by DeWeese:

To approve the 2016-2017 outside agency contracts for Birmingham Bloomfield Community Coalition in the amount of \$3,000, Birmingham Youth Assistance in the amount of \$18,000, Common Ground in the amount of \$1,500, Haven in the amount of \$2,000, and, further authorizing and directing the mayor and city clerk to sign the agreements on behalf of the city.

The following representatives briefly described the services they offer: Martha Moyer, Haven
Carol Mastroianni, Birmingham Bloomfield Community Coaltion
Nikki Keller and Dick Stasys, Birmingham Youth Assistance
Heather Rae, Common Ground

VOTE: Yeas, 7

Nays, None Absent, None

MOTION: Motion by Bordman, seconded by DeWeese:

To approve the service agreement with Deaf & Hearing Impaired, Inc. in the amount of \$2,400.00 for services described in Attachment A of the agreement for fiscal year 2016-2017, account number 101-215.000-811-0000. Further, directing the Mayor and City Clerk to sign the agreement on behalf of the City.

VOTE: Yeas, 7

Nays, None Absent, None

VI. NEW BUSINESS

07-219-16

PUBLIC HEARING OF CONFIRMATION SPECIAL ASSESSMENT DISTRICT VILLA AVENUE – SEWER LATERALS

Mayor Hoff opened the Public Hearing of Confirmation – S.A.D. #877 – Villa Ave. Water Main Project Sewer Laterals at 8:08 PM.

Deputy Treasurer Klobucar recommended adoption of the roll.

The Mayor closed the Public Hearing at 8:09 PM.

MOTION: Motion by Sherman, seconded by Boutros:

To confirm Special Assessment Roll No. 877 for the Villa Ave. Water Main Project Sewer Laterals, and instructing the City Clerk to endorse said roll, showing the date of confirmation thereof, and certifying said assessment roll to the City Treasurer for collection at or near the time of construction of the improvement:

- WHEREAS, Special Assessment Roll, designated Roll No. 877, 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- ininterest 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 06-198-16 provided it would meet this 11th day of July 2016 for the sole purpose of reviewing the assessment roll, and
- WHEREAS, at said hearing held this June 27, 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. 877 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 half percent (4.5%) on all unpaid installments.

VOTE: Yeas, 7

Nays, None Absent, None

07-220-16 RESIDENTIAL PERMIT PARKING ON SOUTH GLENHURST BETWEEN LINCOLN AND MIDVALE

Police Chief Clemence explained that a petition was received for residential <u>permit</u> parking on South Glenhurst between Lincoln and Midvale from 7:00 AM – 4:00 PM to address the school parking issue. He noted Glenhurst is the first street east of the high school that does not have residential <u>permit</u> parking <u>restrictions</u>.

Commissioner Sherman expressed concern that one street after the other is asking for permit parking. He commented that this problem may disappear down the road as the school district is planning to expand the parking lot. He noted that the previous Commission had asked for an in-depth study for how to deal with this as opposed to on a street by street basis.

City Manager Valentine explained that residential permit parking is intended to be included with the Citywide master plan update as a component to look at parking throughout the City and address these issues comprehensively.

Commissioner Sherman suggested putting a one-year limit on the request. He pointed out that all these streets are public streets and the issue needs to be addressed.

Mayor Pro Tem Nickita agreed that the a parking strategy in the neighborhood is needed. Commission Bordman agreed and stated that the schools must address this more urgently.

Steve Gretchko, resident on Glenhurst, expressed support of the permit parking and noted the permit is the only mechanism the residents have to deal with this.

Richard Widerstedt, 936 South Glenhurst, expressed support of the request. He explained the difficulty in getting out of his driveway and having the trash picked up due to all the students cars parked on the street.

Commissioner DeWeese and Mayor Pro Tem Nickita agreed that there should be a one year time limit on the permit. Commissioner Boutros questioned why a time limit would be crucial. He stated that the pressure should be on the City, not the residents, for a solution. Commissioner Harris stated that he would not support a time limit on the permit.

MOTION: Motion by Nickita, seconded by Sherman:

To approve residential permit parking on Glenhurst, between Lincoln and Midvale, 7:00 AM – to 4:00 PM School Days Only. Further to direct the Chief of Police and the City Clerk to sign the traffic control order on behalf of the City establishing residential permit parking on Glenhurst between Lincoln and Midvale 7:00AM to 4:00 PM School Days Only with the addition of a one year review of all permit parking in the area of Seaholm to determine the circumstances and how the circumstances have been altered.

Commissioner Harris stated that he is voting against the motion as it does not cover the entire City.

VOTE: Yeas, 6

Nays, 1 (Harris) Absent, None

07-221-16 RESIDENTIAL PERMIT PARKING ON FRANK STREET BETWEEN BATES AND CHESTER

Police Chief Clemence explained the request for residential permit parking on Frank St. between Bates and Chester to address the encroachment of employees from the downtown businesses parking on their street. Chief Clemence confirmed for Mayor Hoff that only one resident has an address on Frank, but there are four residents that are on that particular block.

Commissioner Bordman commented that the parking issue is in the evening and late afternoon. She suggested changing the timeframe to late afternoon and add a review of all parking permits in the City. Commissioner Harris suggested extending the two hour time limit to 10:00 PM.

MOTION: Motion by Bordman, seconded by Harris:

To extend the residential parking 2-hr time limit from 8:00 AM – 10:00 PM for Frank Street between Bates and Chester. In addition that we put a one-year review provision for all permit parking in the City of Birmingham.

Chief Clemence confirmed for Dan Teehan, 187 Chesterfield, that the two hour time limit is monitored by marking tires.

Darlene Gehringer, 1108 West Maple commented that if a resident has a parking complaint, they should contact the City to send out parking enforcement.

Darlene Gehringer, 1108 West Maple, explained that in the past, she has contacted the City Police Department, the dispatch non-emergency number, if someone is blocking the road and they will send out one of the parking enforcement officers to either ask them to move or to write them a ticket. The resident needs to call and complain. She sees it as a very simple solution rather than having them constantly patrol the area.

VOTE: Yeas, 7

Nays, None Absent, None

07-222-16 WEST MAPLE ROAD RECONFIGURATION FINAL REPORT

Police Chief Clemence explained that the key findings of the West Maple Road Reconfiguration Study shows a reduction in the crash data as well as an overall reduction of accidents by 38%. The traffic volume remained unchanged. The average speed was reduced and the cut-through traffic was reduced with the exception of two streets Lake Park and Pleasant. The level of service as to how the intersections function was not reduced and the travel time increased which is related to the slower movement of traffic and the closing of Big Beaver Road. He noted that, based on the data, Fleis & Vandenbrink recommended the road be changed to a three lane road.

Commissioner Sherman commented that it seems that traffic has sped up in the area of the merge lanes from Cranbrook toward the City. He questioned why the merge lane is so long.

Chief Clemence noted that extra signage will be added. Commissioner Bordman agreed that the merge lane is the biggest problem that she has observed.

Mike Labadie, traffic consultant, stated that for the merge to work correctly, it has to be that long. Mayor Pro Tem Nickita suggested hatching the road to make it clear that it is a zone that one is not allowed to drive on.

Commissioner Boutros commented on the congestion heading east toward Southfield. He stated that the closing of Big Beaver Road has affected the congestion as well. He suggested the City explore the option to extend the right turn lane after Baldwin Road because a center lane is not needed after Baldwin.

Mayor Hoff noted that the Commission received about thirty letters and most are in favor of the three lanes. Those objecting are on Lincoln and Oak.

The following residents spoke in support of the three lanes: Tom Lynch, 1580 West Lincoln Jill Wilkinson, 690 Kimberly Mike Clawson, 139 Pilgrim Darlene Gehringer, 1108 West Maple

The following individuals commented on the congestion on Maple: Dan Teahan, 187 Chesterfield Melanie Teehan 187 Chesterfield

MOTION: Motion by Nickita, seconded by Bordman:

To accept the final report that West Maple Road, between Cranbrook Road and Southfield Road, be reconfigured from four lanes of traffic to three lanes of traffic on a permanent basis as part of the City of Birmingham's plan to re-surface the road.

VOTE: Yeas, 7

Nays, None Absent, None

07-223_-16 ORDINANCE AMENDMENT TO REPEAL SECTION 74-5 FORTUNETELLING

Police Chief Clemence explained that after a review of section 74-5 of the Birmingham City Code, Fortunetelling, has been determined to be unconstitutional based on a Supreme Court ruling.

MOTION: Motion by DeWeese, seconded by Boutros:

To adopt an ordinance repealing City Code, Chapter 74, Offenses, Article I In General, Section 74-5 Fortunetelling, in its entirety. Furthermore, authorizing the Mayor and City Clerk to sign the ordinance for the removal of behalf of the City.

VOTE: Yeas, 7

Nays, None Absent, None

07-224-16 ORDINANCE AMENDMENT TO SECTION 74-324

MINOR IN POSESSION

Police Chief Clemence explained that the ordinance amendment would add a term of probation as a sentencing option for the judge.

MOTION: Motion by Sherman, seconded by DeWeese:

To adopt an ordinance amending Part II of the City Code, Chapter 74 Offenses, Article VII Offenses Against Public Morals, Division 5 Controlled Substances, Subdivision II Alcoholic Liquors Generally, Section 74-324 Persons under 21, unlawful purpose, consumption or possession, section (2) and (3) to add "complete a term of probation" and authorizing the Mayor and City Clerk to sign the ordinance on behalf of the City.

VOTE: Yeas, 7

Nays, None Absent, None

07-225-16 SMART PARKING METER 30-DAY TRIAL

Police Chief Clemence explained that the City is looking at reconstructing Old Woodward in the downtown area. Staff felt that, at this time, the parking meters should be reviewed to determine whether they could be replaced with a multi-spaced system or remain using single spaced meters. It was the opinion of the Advisory Parking Committee that the single spaced smart meters were a better option. The users of the meters could use coins, credit cards, or park mobile. Both vendors offered a thirty-day trial period.

Mayor Pro Tem Nickita expressed support of the study. He noted that the idea of looking at a parking system needs to be considered longer term. He explained that downtown Detroit eliminated all the meters and implemented zones. He stated it is good for the City to update the meters, but going forward do a broader review and rethink technology.

MOTION: Motion by Nickita, seconded by Sherman:

To direct the Police Department to proceed with 30 day trials of (16) each IPS Group M5 and CivicSmart Liberty smart meters and vehicle detection sensors to be installed on Martin Street between Pierce and Henrietta, further authorizing the mayor to sign the agreements on behalf of the city.

Mayor Hoff questioned the use of the credit card at a meter. Chief Clemence explained that there would be an additional charge – the City would receive its dollar and the credit card fees would be paid to a third party by the consumer.

The Commission discussed the pay by space parking versus the zone parking.

Darlene Gehringer expressed opposition to this as parking should not be a profit center. She commented that you can go to a mall and park for free. She stated that she does not want to have to pull out a charge card to make a five minute stop. She stated that the meter should not reset to zero as it is illogical. If the next person has three minutes left of her time, then they have won the lottery for the day. She stated that to spend a half a million dollars may not sound like a lot of money, but she thinks it is. Ms. Gehringer stated that if the meters are working fine, why change them.

VOTE: Yeas, 7

Nays, None

07-226-16 GREENWOOD CEMETERY ADVISORY BOARD 2015 ANNUAL REPORT & GREENWOOD CEMETERY CONTRACT UPDATE

The Commission received the Greenwood Cemetery Advisory Board 2015 Annual Report and the Greenwood Cemetery Report/Contractor Update submitted by City Clerk Pierce.

City Clerk Pierce presented the 2015 Greenwood Cemetery Advisory Board (GCAB) Annual Report. Ms. Pierce explained that the GCAB addressed three major items in 2015 which include space availability and the sale of graves, ground penetrating radar, and updating the rules and regulations. She explained that 103 graves were sold in 2015, 44 of which were sold in Sections B & C. Once 200 graves are sold in Sections B & C, the GCAB will discuss whether to continue selling graves in those sections and a recommendation will be given to the Commission. Ms. Pierce presented the financial information from the sale of the newly designated graves.

Commissioner DeWeese suggested including a breakdown of where the non-residents are from who have purchased graves and whether they are former residents or have some connection with the City. He requested an update on Public Act 13 in terms of the perpetual care fund and maintaining historical markers.

Commissioner Bordman suggested the contractor is responsible for the upkeep in the cemetery and that repair should be borne by the contractor. City Manager Valentine explained that the structural maintenance of the cemetery still resides with the City. He explained that the perpetual care fund will effectively be used as the source of funding for the ongoing care and maintenance in the future once significant principal is established in that fund. He stated that the contractor handling the headstones was not part of the contract.

Commissioner DeWeese suggested the GCAB consider recommending steps to make a Friends of Greenwood Cemetery 501c(3) that could be used as a fundraising and support arm similar to the library and museum.

Finance Director Gerber explained that Public Act 13 allows cities to invest some of the cemetery perpetual care funds in mutual funds. The requirement in the Act is that the mutual fund be rated in the top two tiers of a nationally recognized mutual fund rating agency and no more than 60% of the funds fund balance can be invested in equity securities. He cautioned that as with any investment in the market, there is a potential for market loss. The way the City currently invests its funds is very secure, but does limit the interest income.

Mr. Valentine pointed out that the Finance Director is working on developing a policy to allow for this more risky type of investment. The policy will be presented to the Commission with parameters in place by which the City manages its funds.

Mayor Hoff stated that reclamation is a way of getting grave sites that no one is ever going to use and do not know they even have in their family. It is a research and <u>data</u> date information process. Mr. Valentine explained that, to alleviate the concern of the grave owners, there was no direction given by the Commission to proceed with reclamation. It was rather to proceed with the spaces available existing in the cemetery.

Commissioner Bordman expressed support of starting the process to discover how many spaces have not been used in a number of decades and proceeding to inquire, not take, but inquire of any family members whether those spaces are ever going to be used. If the answer is no, they could sell them back to the City for the going rate instead of creating new spaces.

Commissioner Sherman explained the discussion held by the former Commission regarding reclamation and the concern from individuals who had plots within the cemetery. He pointed out that there is space available in the cemetery and reclamation is not a pressing need.

Commissioner Harris agreed with the Commission's decision in August and expressed support of the status quo. Wait to see if there is a demand, then balance it against the concern with reclamation. He commented that the figures are low and show a potential lack of demand.

Darlene Gehringer, chairperson of the GCAB, expressed concern with the payment plan and noted that the payment plan is not part of the contract. She commented that Elmwood has been offering this payment plan without knowledge or approval by the GCAB or by the City Commission and a payment plan is not part of the contract.

Ms. Gehringer She also expressed concern with the Lot Resale Policy where the City pays 100% of the repurchase price. She commented that if a lot is sold at \$3,000 and the owner wants to sell the grave, it is not available to sell on the open market. That has been changed by the City Commission. The City will repurchase the grave for \$1,500 and then the City can resell it again for \$3,000. The contractor is getting 25% on both sales, but they are not paying 25% on the repurchase price. She stated that she thinks the contractor should pay. If you are sharing in the profits, you should share in the cost and the loss as well. She stated that the contractor should share in that as well. She recommended that this be reviewed and noted it is up to the Commission's discretion what to do with it.

Ms. Gehringer She noted that the Board has requested an RFP for ground penetrating radar be done on the entire cemetery which would help in the reclamation process. and part of that is to identify perhaps what looks likes an empty grave, but may actually have remains from the early 1800's or an unidentified grave. She stated that she is in favor of the reclamation process. She stated that the reclamation process has changed so it is less than a year now. She stated that the reclamation process does not take seven years. It has been changed and can take less than a year. She suggested we might give it a little bit longer to let people respond, but it no longer legally takes seven years to do a reclamation process.

Commissioner Boutros questioned how Ms. Gehringer obtained that information. Ms. Gehringer responded that the information came from Mr. Stern who is very knowledgeable with cemetery procedures. She explained that in her opinion, the initial part is to go through ground penetrating radar to make sure what we think is an empty grave is in fact an empty grave, then proceed from there.

Ms. Pierce explained that the ground penetrating radar request is planned to be presented in the 2017-18 budget year. She explained the payment plan and noted that the City Attorney reviewed the contract and the rules and regulations and found that neither speak to the methodology of sale. Ms. Pierce explained the Lot Resale Policy only addresses graves sold after October 1, 2014. If someone owned a grave prior to that date, they could sell it privately.

George Stern, resident & GCAB member, expressed concern with the payment plan. He suggested the Commission ask the GCAB to discuss whether the City should have a regulation permitting the payment of graves over time, should it include interest, and a time limit for payment. He expressed concern with the location of the newly designated graves and suggested the Commission ask the GCAB to revisit this regulation. He stated that the City is doing a disservice to its residents by offering this precious and rare commodity, the graves at the cemetery, to non-residents at the same enticing prices as offered to residents. He suggested the possibility of not selling graves to non-residents. Mr. Stern suggested the Commission move to adopt Public Act 13 speedily. He encouraged the Commission to move forward with reclamation under Public Act 215.

City Attorney Currier explained that the courts have ruled that one cannot exclude non-residents. He explained that the cemetery is not supported by taxes, therefore the ability to have a differential in fees is not there.

City Clerk Pierce presented the Greenwood Cemetery Update/Contractor Update. She explained that the City entered into an agreement with the Historic Elmwood Cemetery for Cemetery Management Services in 2013. She pointed out that the care, maintenance, and operation of the Cemetery remain under the supervision and control of the City Manager. Ms. Pierce presented a breakdown of the responsibilities of the City before and after the contract and the contractor's current responsibilities. She presented the financial information since the inception of the contract as well. She noted that the labor costs are not tracked separately by the City and the Contractor.

Ms. Pierce explained the Grave Interest List and the process used by the contractor to contact the individuals on that list. She explained that a payment plan is offered by the contractor. She pointed out that once the payment plan is fulfilled, the City will receive its 75% portion of the sale. Burials cannot occur until the payment plan is paid in full.

Commissioner Harris commented on the pace of the contractor contacting individuals on the Grave Interest List. He stated that it seems like a slow and inefficient pace.

Commissioner DeWeese stated that he would like to see a more comprehensive review of all the costs and revenues for the contractor that are associated with the cemetery.

In response to a question from Commissioner Bordman regarding monuments and gravestones, Kevin Desmond, GCAB member, explained that the contractor, any funeral home, and any independent monument dealer could sell monuments and markers. He further explained that the contractor does not sell caskets, vaults or flowers.

Mr. Desmond encouraged the Commission to focus on the fact that new graves would not be available without the contractor. The contractor has mapped out the new spaces and met with the families. It has created a situation for the income to be coming to the City for the creation of the Perpetual Care fund. The cemetery is being managed and the residents are being served at an exceptional level and better than when the City itself was managing it.

George Stern stated that the Community Foundation for Southeast Michigan has a negative return and you can never get the money back and never borrow from it. He commented on his opinion of the contractor's financial information.

Commissioner DeWeese suggested the GCAB create a possible action list for the Commission to review to prioritize some of the different issues. The Commission can make the judgement and prioritize the list.

07-227-16 CURRENT PLANNING ISSUES DISCUSSION

The Commission agreed to postpone the current Planning issues for discussion to the next meeting.

07-228-16 2017 CITY COMMISSION MEETING SCHEDULE

MOTION: Motion by Sherman, seconded by DeWeese:

To approve the proposed schedule of regular City Commission meetings for 2017.

VOTE: Yeas, 7

Nays, None Absent, None

VII. REMOVED FROM CONSENT AGENDA

07-229-16 MINUTES OF JUNE 27, 2016

Commissioner Sherman requested additional information be added to the minutes regarding the 404 Park discussion. The Commission agreed to return this item to the next meeting.

07-230-16 INFORMATION TECHNOLOGY SERVICES AGREEMENT WITH LOGICALIS

Mayor Hoff questioned when the IT Director position would be filled. HR Manager Taylor explained that the City wants to look at the performance of the contractor first.

MOTION: Motion by DeWeese, seconded by Sherman:

To approve a 12-month service agreement with Logicalis, Inc. for City Information Technology services. Further, directing the City Manager to sign the agreement on behalf of the City.

VOTE: Yeas, 7

Nays, None Absent, None

07-231-16 SKATING DIRECTOR CONTRACT

Commissioner Hoff noted that the contract stated the position is an interim skating director. DPS Director Wood confirmed that agreement will be modified to remove "interim".

Ms. Wood confirmed for Mayor Hoff that there will be two contractual positions – the Ice Show Manager and the skating director.

MOTION: Motion by DeWeese, seconded by Nickita:

To approve the Contract for Skating Director with Jill Kolaitis effective July 12, 2016 up to and including May 26, 2017 as corrected. Further, to authorize the Mayor and City Clerk to sign the Contract on behalf of the City of Birmingham upon receipt of all required insurances.

VOTE: Yeas, 7

Nays, None Absent, None

07-232-16 SPECIAL EVENT REQUEST WINTER MARKT

In response to a question from Commissioner Harris regarding the use of a liquor license, City Manager Valentine explained that the City approves the ability to allow it during the event.

Commissioner Harris suggested a sign be placed at the carriage ride boarding area when the horses are on a break.

MOTION: Motion by Harris, seconded by Boutros:

To approve a request from the Birmingham Shopping District to hold the Winter Markt, in Shain Park and surrounding streets from December 2 - 4, 2016 and to allow the use of temporary liquor licenses in Shain Park for this event, contingent upon compliance with all permit and insurance requirements and payment of all fees, and, further, pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event.

VOTE: Yeas, 7

Nays, None Absent, None

VIII. COMMUNICATIONS

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

X. REPORTS

XI. ADJOURN

The meeting adjourned at 12:14 AM.

Laura M. Pierce City Clerk

BIRMINGHAM CITY COMMISSION MINUTES JULY 25, 2016 MUNICIPAL BUILDING 151 MARTIN

MUNICIPAL BUILDING, 151 MARTIN 7:30 P.M.

CALL TO ORDER AND PLEDGE OF ALLEGIANCE

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

II. ROLL CALL

Ι.

ROLL CALL: Present, Mayor Hoff

Commissioner Bordman Commissioner Boutros Commissioner DeWeese Commissioner Harris Mayor Pro Tem Nickita Commissioner Sherman

Absent, None

Administration: City Manager Valentine, City Attorney Currier, Clerk Pierce, Assistant to the Manager Haines, DPS Director Wood, BPS Director Heiney, City Planners Ecker & Baka, Fire Chief Connaughton, Deputy Fire Marshal Campbell, Finance Director Gerber, Deputy Treasurer Klobucar, Police Chief Clemence

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

07-233-16 INTRODUCTION OF DEPUTY FIRE MARSHAL

Fire Chief Connaughton introduced the new Deputy Fire Marshal Joel Campbell.

07-234-16 RECOGNITION OF PEABODY FAMILY

The Commission presented a Proclamation to the Peabody Family in recognition of the forty-one years operating Peabody's Restaurant in the City of Birmingham.

07-235-16 APPOINTMENT OF THE

HEARING OFFICER AND ALTERNATE HEARING OFFICER

MOTION: Motion by Sherman:

To appoint Alexander Stotland, 698 Hanna, as the Hearing Officer to serve a three-year term to expire June 30, 2019.

MOTION: Motion by Harris:

To appoint Patricia Papadopoulos, 1588 Bennaville, as the alternate Hearing Officer to serve a two-year term to expire June 30, 2018.

VOTE ON NOMINATION OF STOTLAND:

Yeas, 7

Absent, None

VOTE ON NOMINATION OF PAPADOPOULOS:

Yeas, 7 Absent, None

07-236-16 APPOINTMENT TO THE BIRMINGHAM SHOPPING DISTRICT BOARD

MOTION: Motion by Boutros:

To concur in the city manager's appointment of Amy Pohlod, 912 S. Old Woodward (Bridal Couture) to the Birmingham Shopping District Board, as the business operator or property owner member, to serve the remainder of a four-year term to expire November 16, 2018.

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.

07-237-16 APPROVAL OF CONSENT AGENDA

The following items were removed from the consent agenda:

- Item C (Chemical/Fertilizer Purchases for Golf Courses) by Commissioner Bordman
- Item J (Trail Improvement Project) by Commissioner Boutros

MOTION: Motion by Sherman, seconded by DeWeese

To approve the consent agenda as follows:

- A. Approval of warrant list, including Automated Clearing House payments, of July 13, 2016 in the amount of \$908,197.85.
- B. Approval of warrant list, including Automated Clearing House payments, of July 20, 2016 in the amount of \$2,810,980.77.
- D. Resolution approving the amendment to the City of Birmingham Park Rules and Regulations as it pertains to Park Rule #10 and corresponding Birmingham City Code Chapter 78 Parks and Recreation Article IV. Use of Parks Section 78-82. Closing hours. Language change is as follows:

The following city-owned or city-controlled areas shall be closed during the hours specified below. During such hours, no person shall enter into or remain in such property, except those persons whose presence is related to or in connection with a municipal activity or a project or activity which has been licensed to be operated or carried on within such public property, or persons who enter such property for the express purpose of parking or removing a vehicle legally parked upon such property and who, upon entering the parking area, immediately park or remove such vehicle. Such person shall not remain in the park for any other purpose.

- (1) Manor Park shall be closed from one hour after sundown to one hour before sunrise.
- (2) Adams Park shall be closed from 9:00 p.m. to 8:00 a.m.

- (3) Springdale Park hours shall coincide with Springdale Golf Course hours and park rentals. The closing of the park is up to the discretion of the City of Birmingham Representative on duty.
- (4) Except as provided in subsections (1), (2) and (3) of this section, all City Parks shall be closed between the hours of 10:00 p.m. and 6:00 a.m.
- (5) All public property not included in subsections (1), (2), (3) and (4) of this section shall be closed between the hours of 12:00 midnight and 6:00 a.m. For purposes of this section, public property shall be deemed to be property zoned as public property under the provisions of chapter 126.
- E. Resolution accepting the resignation of Diane Kowaleski from the Public Arts Board, thanking Ms. Kowaleski for her service, and directing the Clerk to begin the process to fill the vacancy.
- F. Resolution accepting the resignation of Amanda Warner from the Multi-Modal Transportation Board, thanking Ms. Warner for her service, and directing the Clerk to begin the process to fill the vacancy.
- G. Resolution setting Monday, August 22, 2016 at 7:30 PM for a public hearing to consider the amendments to Chapter 126, Zoning, Article 02, Sections 2.23, 2.27, 2.29, 2.31, 2.33, 2.35, 2.37, 2.39, Article 04, sections 4.12, 4.57, 4.67, 4.68, 4.69, 4.70, 4.71, Article 05, Sections 5.10, 5.12, 5.13, and Article 09, Section 9.02.
- H. Resolution approving a request from the Birmingham Bloomfield Art Center to hold Art Birmingham in Shain Park and on the surrounding streets on May 13 14, 2017 contingent upon compliance with all permit and insurance requirements and payment of all fees and, further pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event.
- I. Resolution approving a request submitted by the Birmingham Bloomfield Chamber, Junior League of Birmingham, and The Community House requesting permission to hold the annual Halloween Parade and Pumpkin Patch on Sunday, October 30, 2016 in downtown Birmingham, 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.

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

07-238-16 CHEMICAL/FERTILIZER PURCHASES FOR GOLF COURSES

Commissioner Bordman expressed concern with the use of glyphosate on the golf courses as it is thought to be a dangerous chemical.

DPS Director Wood explained that the use of glyphosate is very limited and used for spot treatment of weeds generally around the parking lot area and in cracks.

MOTION: Motion by DeWeese, seconded by Bordman:

To approve chemical/fertilizer purchases for Lincoln Hills and Springdale golf courses from Harrell's for \$22,000, Residex Turfgrass for \$22,000 and Great Lakes Turf for \$8,000, minus the City using glyphosate on the golf courses. The total purchase from all vendors will not exceed a total of \$52,000. Funds will be charged to account numbers 584/597-753.001-729.0000.

Mayor Hoff questioned if there were any alternatives to the use of glyphosate. Ms. Wood explained that she will research and report back to the Commission. Commissioner Harris suggested that research at the state level be included in the report too.

Commissioner Sherman suggested it be approved for this year and ask staff to report back if there is an alternate that can be used for this year.

VOTE: Yeas, 6

Nays, 1 (Sherman) Absent, None

07-239-16 TRAIL IMPROVEMENT PROJECT

Commissioner Boutros questioned if any consideration has been given to improving the trail connectivity for crossing Maple at Baldwin Road.

City Manager Valentine explained that there is a plan proposed for trail connections which calls for a north/south crossing at Maple. He stated that it is one of the elements that would require further study to determine exactly what the connection method will be. At this point, the proposal is to connect the trail from the sidewalk to the bridge.

Mr. Valentine suggested the concern of Commissioner Boutros be referred to the Multi-Modal Transportation Board. Mayor Pro Tem Nickita agreed that now is the time to review this for a potential solution.

Clinton Baller, resident, agreed that a crosswalk should be installed. He commented that the proposed trail improvement is not necessary and is a waste of money. He noted that the sign says it is the Rouge River Green Corridor and something that looks like asphalt will be installed. He noted that people are not walking where the proposed path will be installed.

In response to a question from Mayor Pro Tem Nickita as to why porous material will be used instead of the chip trail, Ms. Wood explained that the City received positive feedback on the navigability of the material. She noted that the proposed material is perfect for the existing condition and that there is a lot of maintenance with the chip trail.

Commissioner Boutros moved to approve the purchase and installation of Porous Pave by X Tier Inc. to improve connectivity to the Rouge River trail system in the amount not to exceed \$25,000. Further, waiving the normal bidding requirements due to X Tier Inc. being the sole source installer of this product. Funds are available for this project from the Parks – Other Contractual Services account # 101-751.000-811.0000. There was no second.

Commissioner DeWeese summarized the concerns expressed by the Commission which includes having consistency and durability. He noted that there are parts of the trail that are very soggy and that the path does not follow the foot pattern.

MOTION: Motion by DeWeese, seconded by Boutros:

That this be referred to the Parks and Recreation Board to look at options.

Mayor Pro Tem Nickita agreed that a path is needed for consistency. He stated that other items to consider is cost and maintenance and to consider something more permanent other than chips to address the soggy spots. Commissioner DeWeese noted that ADA accessibility should be considered as well.

VOTE: Yeas, 7

Nays, None Absent, None

V. UNFINISHED BUSINESS

07-240-16 CURRENT PLANNING ISSUES DISCUSSION

City Planner Ecker explained that the Commission discussed the current planning issues at the joint workshop. This report is to get the Commission's formal direction to the Planning Board on each item.

(1) Transitional Zoning (TZ2 District)

The Commission discussed transitional zoning. Commissioner Sherman noted that the purpose of this agenda item is to solidify the Commission's direction on this topic to the Planning Board, not to re-discuss the issues. He stated that the question is whether the suggested resolution accurately reflects what the Commission wants the Planning Board to study.

MOTION: Motion by DeWeese, seconded by Sherman:

To direct staff to work with the Planning Board to prepare a narrative on the recent study of transitional zoning including the following:

- (i) What initiated the transitional zoning study;
- (ii) What options have been considered to date; and
- (iii) A comparison of existing O1 and O2 uses in relation to the proposed TZ2 uses.

And further, to direct the Planning Board to review the number and type of uses proposed to be permitted in TZ2, outline the next steps planned, and to conduct a public hearing with sufficient public notice to gather input on the proposed changes and develop a recommendation based on input received that can be forwarded to the City Commission.

VOTE: Yeas, 7

Nays, None Absent, None

(2) Commercial Development Parking Requirements

City Planner Ecker explained that the Planning Board is looking for direction as to whether or not the Planning Board should review the parking requirements for private developments and potentially consider the possible reduction of parking standards for residential units and consider the multi-modal transportation projects that are going on in the region and whether those should affect the private parking standards and to direct staff to include a discussion on parking in the City-wide master plan.

MOTION: Motion by Nickita, seconded by DeWeese:

To direct the Planning Board to review the parking requirements for private developments, including but not limited to, considering the possible reduction of parking standards for residential units, and considering the impacts of multi-modal transportation options on the required number of parking spaces; and further to direct staff to include a discussion on parking requirements in the City-wide master plan update.

Clinton Baller, resident, suggested the Commission consider the provision of parking as something that is discussed in the master plan and in the context of a possible D5 new zone and how the City can get more public parking out of new developments. He stated that the concept is that density bonuses be offered.

VOTE: Yeas, 7

Nays, None Absent, None

(3) Existing Commercial Non-Conforming Buildings

City Planner Ecker explained that if a review of all the buildings in town was done, one would find something slightly non-conforming on many of the buildings that were built, especially if they were built prior to the sixty's when the zoning ordinance came into effect. She noted specifically buildings such as the Merrillwood Building, Birmingham Place, and the 555 building in regards to the height and bulk of the buildings. She explained that the discussion at the workshop was that there should be some regulation in the zoning ordinance that allows for some maintenance or renovation to those types of buildings when they are already non-conforming. The City does have that for residential non-conforming now.

Mayor Hoff questioned whether renovation includes expansion as expansion is another issue. Ms. Ecker explained that it would be something for the Board to discuss.

Commissioner DeWeese noted that there are two elements – general language about what anyone could do for non-conformance and language that specifically applied to non-conforming and tell them what limits they can go to. That will give developers an opportunity to not always have to get exceptions.

Mayor Pro Tem Nickita commented that this is an issue that the Commission wants to address. He questioned if the City is looking at identifying a district or a series of buildings throughout the City. Ms. Ecker explained that this is to establish a procedure where if there was a non-conforming building in the City and whichever way it is non-conforming, it would give the owner a way to make changes to modernize that building.

MOTION: Motion by DeWeese, seconded by Bordman:

To review the non-conformance provisions pertaining to commercial buildings to provide specific requirements, considering a new zoning category or categories, that allow for changes to non-conforming buildings for the maintenance and renovation of existing buildings consistent with those permitted for residential buildings and structures.

Jerry Reinhart, representing the 555 Building, suggested this item be moved to the top of the priority list.

VOTE: Yeas, 7

Nays, None

(4) Definition of Retail

City Planner Ecker explained that another topic frequently discussed is whether the definition of retail should be clarified to make it more specific to the types of things that one consider as traditional retail or leave it wider open so there are no vacancy issues.

In response to a question from Mayor Pro Tem Nickita, Ms. Ecker explained that the original discussion of retail downtown gives a basis for the Board to start from. She explained that the discussion would include where we wanted to go, did we accomplish it and where do we want to go from here. Commissioner DeWeese suggested that there be a measure of primary use versus secondary use as well.

MOTION: Motion by DeWeese, seconded by Boutros:

To direct the Planning Board to study the following:

- (i) To evaluate the success of the red line retail district in Downtown Birmingham to determine if the intended objectives are being met;
- (ii) To study the existing definition of retail in the Zoning Ordinance and recommend any needed amendments to the definition; and
- (iii) To review all retail-related requirements contained in the Zoning Ordinance and recommend any needed amendments.

VOTE: Yeas, 7

Nays, None Absent, None

(5) Dormer Considerations

City Planner Ecker explained that the dormer issue is primarily on the residential side mostly with the habitable attic space. She explained the Building Department is looking for some guidelines that make the dormer guidelines very clear for residential and the definition for habitable attic.

MOTION: Motion by Nickita, seconded by Boutros:

To direct the Planning Board to review the dormer and habitable attic regulations in the Zoning Ordinance as they relate to current dormer construction trends in residential zoned districts. Specifically, to conduct a detailed public input and review process to:

- (1) Clarify the types of dormers permissible that project from second story roofs enclosing habitable attics;
- (2) Provide recommended width limitations for dormers projecting from second story roofs; and
- (3) Refine the maximum area regulations for habitable attics that would not count as a story.

VOTE: Yeas, 7

Nays, None Absent, None

(6) Planning Board Action List

City Planner Ecker explained that given the direction tonight and the outcome of the joint meeting, the Planning Board wanted to know if the Commission would like the Action List tweaked in terms of the order of priorities.

The Commission discussed the items to be prioritized and agreed to the following priority order:

- 1. Dormers
- 2. TZ2
 - 3. Non-Conforming Buildings
 - 4. Commercial Development Parking Requirements

Move item #9 after item #11 and keep the outdoor storage and glazing on the list.

<u>Commissioner Harris suggested item 8 (Address allowable changes for commercial non-conforming buildings) and item 15 (Southern Downtown Overlay Gateway) be combined.</u>

The Commission discussed the items to be prioritized. Mayor Hoff commented that the dormer issue addresses a residential situation. She stated that she is in favor of leaving it as #1. The Commission agreed that review of the dormer and habitable attic regulations should be #1 on the action list.

Mayor Pro Tem Nickita commented that one of the fundamental issues in the commercial district is the parking issue which is directly related to the zoning issue. It should be a high priority.

Mayor Hoff noted that item 2 (outdoor storage and display standards), item 3 (glazing standards), and item 4 (height in the MX District) are being addressed within a short period of time.

Mayor Hoff noted that the next item to be discussed is the zoning transition overlay. She expressed her support that it should be a priority because of the amount of time that has been spent on it.

Mayor Pro Tem Nickita stated that regardless of the amount of time spent on it, it is still going to be complicated. He commented that parking in the downtown and in the parking decks is a high priority. He noted that he does not see a lot of TZ developments coming in as much as he sees parking requirements and office square footages having an effect on the daily needs and concerns of the City. Therefore his priority is on parking considerations.

Commissioner Harris expressed support of TZ next because so much work has been done and it has been on the docket for so long and is ready to go.

The Commission agreed that the Zoning Transition Overlay (TZ2) would come next in the priority list.

Mayor Hoff noted the next items to be discussed include the parking requirements, definition of retail, and address allowable changes for commercial non-conforming building which is tied with the southern downtown overlay gateway. Ms. Ecker provided an explanation of each item. Upon brief discussion by the Commission, the Commissioners agreed to the following order: non-conforming buildings, parking requirements, and definition of retail.

The Commission agreed to move item 9 (consider looking at principal uses allowed and add flexlibility ("and other similar uses") after item 11 (S. Woodard Avenue Gateway Plan (Woodward Corridor Lincoln to 14 Mile Road).

MOTION: Motion by Sherman, seconded by Nickita:

To direct the Planning Board to revise their 2016-2017 Planning Board Action List to reflect the City Commission's recent and pending directives as of July 11, 2016.

VOTE: Yeas, 7

Nays, None Absent, None

VI. NEW BUSINESS

07-241-16 PUBLIC HEARING TO CONSIDER ORDINANCE AMENDMENT REGARDING GLAZING STANDARDS

Mayor Hoff opened the Public Hearing to consider amendments to Zoning Ordinance – Glazing Standards at 9:54 PM.

Planner Baka explained that there are three sets of standards that govern how window standards are applied in the City – for the downtown overlay, the triangle district, and for all other commercial properties in the City which includes the rail district. He explained that as the Planning Board was reviewing projects, they started seeing projects that were forced to obtain variances to accomplish the design or had to alter the design of the façade in order to gain approval without a variance.

Mr. Baka explained the recommendation to add a provision that would require glazing on not just the frontage lines, but also on any side of the building where there is a public entrance. In certain situations, specifically along Woodward where there are only two sides to the building and there are rear entrances, a lot of stores need storage rooms and back of house type of situations. The recommendation includes a minimum requirement of 30% on secondary entrances, which is half of what is required on the front. The other recommendation is that no blank walls longer than twenty feet that face a plaza, park, parking area or street.

Mayor Pro Tem Nickita stated that the ability to provide glass on a passageway is one of the fundamental goals that is trying to be achieved and should be included as well. He commented that it is identified in the 2016 Plan and is promoted throughout the retail is that glass must be clear. The City needs language that is enforceable and "lightly tinted" is not legally binding.

The Commission agreed to direct this back to the Planning Board to consider the changes as discussed.

The Mayor closed the Public Hearing at 10:16 PM.

07-242-16 REFINANCING OF BONDS

Finance Director Gerber explained the analysis by the City's municipal finance advisor detailing where the City could save approximately \$960,000 by refinancing the City's two park bonds. Additionally after the report was assembled, the City's finance advisor noted that the 2004 sewer bond refunding could possibly be lumped into this as well.

Pat McGow, the City's bond counsel with Miller Canfield, explained that these are the only remaining three bond issues that the City has outstanding. He explained that the resolution would essentially refinance that debt by taking advantage of lower interest rates. He explained that each issue is refinanced for the same period as the existing issue so there is no stretching of the debt service.

MOTION: Motion by Sherman, seconded by DeWeese:

To authorized issuance of 2016 Unlimited Tax General Obligation Refunding Bonds:

- WHEREAS, the City of Birmingham, County of Oakland, State of Michigan (the "City") has previously issued its 2004 Unlimited Tax General Obligation Refunding Bonds in the original principal amount of \$9,930,000 (the "2004 Bonds") to refinance a portion of the City's 2000 Unlimited Tax General Obligation Bonds which were originally issued to pay the cost of acquiring, constructing, furnishing and equipping sewer and drainage facility improvements, including new mains, replacement mains and other relief and rehabilitation improvements and related work together with all necessary rights of way, interests in land and all appurtenances and attachments; and
- WHEREAS, the City has previously issued its 2006 Unlimited Tax General Obligation Recreation Refunding Bonds in the original principal amount of \$8,920,000 (the "2006 Bonds") to refinance a portion of the City's 2002 Unlimited Tax General Obligation Bonds which were originally issued to pay the cost of acquiring, constructing, furnishing, equipping and renovating parks and recreation improvements, including land acquisition, facilities acquisition and related site improvements in the City (the "Recreation Projects"); and
- WHEREAS, the City has previously issued its 2008 Unlimited Tax General Obligation Bonds in the original principal amount of \$4,000,000 (the "2008 Bonds", together with the 2004 Bonds and the 2006 Bonds are referred to as the "Prior Bonds") to pay part of the cost of the Recreation Projects; and
- WHEREAS, the City has been advised that it may achieve interest costs savings through the refunding of the Prior Bonds; and
- WHEREAS, the Revised Municipal Finance Act, Act 34, Public Acts of Michigan, 2001, as amended ("Act 34"), permits the City to refund and advance refund all or part of the outstanding securities of the City; and
- WHEREAS, it is the determination of the City Commission that the City should issue refunding bonds in the principal amount of not to exceed Fifteen Million Nine Hundred Thousand Dollars (\$15,900,000) to refund all or a portion of the Prior Bonds to achieve interest cost savings for the benefit of the taxpayers of the City.

NOW, THEREFORE, BE IT RESOLVED THAT:

Authorization of Refunding Bonds; Bond Terms, Bonds of the City designated 2016 UNLIMITED TAX GENERAL OBLIGATION REFUNDING BONDS (the "Bonds") are authorized to be issued in the aggregate principal sum of not to exceed Fifteen Million Nine Hundred Thousand Dollars (\$15,900,000) for the purpose of paying the costs of refunding all or a portion of the Prior Bonds, including the costs incidental to the issuance, sale and delivery of the Bonds.

The issue shall consist of bonds in fully-registered form of the denomination of \$5,000, or multiples thereof not exceeding for each maturity the maximum principal amount of that maturity, numbered consecutively in order of registration. The Bonds will be dated as of the date of delivery or such other date as determined at the time of sale by the City Manager or Finance Director (each, an "Authorized Officer"), be

payable on October 1st in the years 2017 to 2028, inclusive, in the annual amounts determined at the time of sale and may be subject to redemption in the manner and at the times and prices to be determined at the time of sale.

The Bonds shall bear interest at a rate or rates to be determined at the time of sale, payable on April 1, 2017 and semi-annually thereafter by check or draft mailed by the Transfer Agent (as hereinafter defined) to the registered owner of record as of the 15th day of the month prior to the payment date for each interest payment. The record date of determination of registered owner for purposes of payment of interest as provided in this paragraph may be changed by the City to conform to market practice in the future.

2. Execution of Bonds; Book-Entry-Only Form. The Bonds of this issue shall be executed in the name of the City with the facsimile signatures of the Mayor and Clerk of the City and shall have the seal of the City, or a facsimile thereof, printed or impressed on the Bonds. No Bond shall be valid until authenticated by an authorized officer or representative of the Transfer Agent. The principal of the Bonds shall be payable at the designated corporate trust office of The Bank of New York Mellon Trust Company, N.A., Detroit, Michigan, as registrar and transfer agent for the Bonds (the "Transfer Agent").

The Bonds may be issued in book-entry-only form through the Depository Trust Company in New York, New York ("DTC") and the Authorized Officers are authorized to execute such custodial or other agreement with DTC as may be necessary to accomplish the issuance of the Bonds in book-entry-only form and to make such changes in the Bond form within the parameters of this resolution as may be required to accomplish the foregoing.

Unless waived by any registered owner of Bonds to be redeemed, official notice of redemption shall be given by the Transfer Agent on behalf of the City. Such notice shall be dated and shall contain at a minimum the following information: original issue date; maturity dates; interest rates; CUSIP numbers, if any; certificate numbers (and in the case of partial redemption) the called amounts of each certificate; the redemption date; the redemption price or premium; the place where Bonds called for redemption are to be surrendered for payment; and that interest on Bonds or portions thereof called for redemption shall cease to accrue from and after the redemption date.

In addition, further notice shall be given by the Transfer Agent in such manner as may be required or suggested by regulations or market practice at the applicable time, but no defect in such further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed herein.

3. Transfer of Bonds. The Transfer Agent shall keep the books of registration for this issue on behalf of the City. Any Bond may be transferred upon such registration books by the registered owner of record, in person or by the registered owner's duly authorized attorney, upon surrender of the Bond for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Transfer Agent. Whenever any Bond or Bonds shall be surrendered for transfer, the City shall execute and the Transfer Agent shall authenticate and deliver a new Bond or Bonds, for like aggregate principal amount. The Transfer Agent shall require the payment by the bondholder requesting the transfer of any tax or other governmental charge required to be paid with respect to the transfer.

4. Debt Retirement Fund; Defeasance of Bonds. The City Treasurer is hereby authorized to open a separate depositary account with a bank or trust company designated 2016 UNLIMITED TAX GENERAL OBLIGATION REFUNDING BONDS DEBT RETIREMENT FUND (the "Debt Retirement Fund"), the moneys to be deposited into the Debt Retirement Fund to be specifically earmarked and used solely for the purpose of paying principal of and interest on the Bonds as they mature. proceeds from taxes levied for the Debt Retirement Fund shall be deposited into the Debt Retirement Fund as collected. Commencing with the year 2017, there shall be levied upon the tax rolls of the City for the purpose of the Debt Retirement Fund each year, in the manner required by the provisions of Act 34, Public Acts of Michigan, 2001, as amended ("Act 34"), an amount sufficient so that the estimated collection therefrom will be sufficient to promptly pay, when due, the principal of and interest on the Bonds becoming due prior to the next annual tax levy; provided, however, that if at the time of making any such annual tax levy there shall be surplus moneys on hand in the Debt Retirement Fund for the payment of principal of and interest on the Bonds, then credit therefor may be taken against such annual levy for the Debt Retirement Fund.

In the event cash or direct obligations of the United States or obligations the principal of and interest on which are guaranteed by the United States, or a combination thereof, the principal of and interest on which, without reinvestment, come due at times and in amounts sufficient to pay the principal of and interest on the Bonds when due, shall be deposited in trust, this Resolution shall be defeased and the owners of the Bonds shall have no further rights under this Resolution except to receive payment of the principal of and interest on the Bonds from the cash or securities deposited in trust and the interest and gains thereon and to transfer and exchange Bonds as provided herein.

Use of Proceeds. The proceeds of the Bonds shall be used to pay the costs of issuance of the Bonds and to secure payment of the Prior Bonds as provided in this paragraph. Upon receipt of the proceeds of sale of the Bonds, the accrued interest, if any, shall be deposited in the Debt Retirement Fund for the Bonds. From the proceeds of the Bonds there shall next be set aside a sum sufficient to pay the costs of issuance of the Bonds in a fund designated 2016 UNLIMITED TAX GENERAL OBLIGATION REFUNDING BOND ISSUANCE FUND (the "Issuance Fund"). Moneys in the Issuance Fund shall be used solely to pay expenses of issuance of the Bonds. Any amounts remaining in the Issuance Fund after payment of issuance expenses shall be transferred to the Debt Retirement Fund for the Bonds.

The balance of the proceeds of the Bonds together with any moneys transferred by the City at the time of sale of the Bonds from the debt retirement funds for the Prior Bonds and any other available funds of the City, shall be held as cash or invested in direct obligations of or obligations the principal of and interest on which are unconditionally guaranteed by the United States of America or other obligations the principal of and interest on which are fully secured by the foregoing (the "Escrow Fund") and used to pay principal of and interest on the Prior Bonds to be refunded (the "Refunded Bonds"). The Escrow Fund shall be held by a bank or trust company to be selected as escrow agent (the "Escrow Agent") pursuant to an escrow agreement (the "Escrow Agreement") which shall irrevocably direct the Escrow Agent to take all necessary steps to call for redemption the Refunded Bonds, including publication and mailing of redemption notices, on any call date, as specified by the City. The investments held in the Escrow Fund shall be such that the principal and interest payments received thereon will be sufficient, without reinvestment, to pay the principal of and interest on the Refunded Bonds as they become due pursuant to maturity or the call for redemption required by this paragraph.

establishment of the Escrow Fund, any amounts remaining in the debt retirement funds for the Prior Bonds shall be transferred to the Debt Retirement Fund for the Bonds. Each of the Authorized Officers is hereby authorized to select and appoint a bank or trust company qualified to serve as Escrow Agent and to negotiate the terms of and execute and deliver an Escrow Agreement on behalf of the City. Each Authorized Officer is authorized and directed to purchase or cause to be purchased, Escrow Securities, including United States Treasury Obligations – State and Local Government Series (SLGS), in an amount sufficient to fund the Escrow Fund.

6. Bond Form. The Bonds shall be in substantially the following form with such changes as may be required to conform to the final terms of the Bonds established by the Sale Order:

UNITED STATES OF AMERICA STATE OF MICHIGAN COUNTY OF OAKLAND CITY OF BIRMINGHAM

2016 UNLIMITED TAX GENERAL OBLIGATION REFUNDING BOND

Date of			
Interest Rate		Maturity Date CUSIP	Original Issue
Registered Owner: Principal Amount:		October 1, 20	1, 2016
PHILLIDAI AHIUUHIL.	Dollars		

The City of Birmingham, County of Oakland, State of Michigan (the "City"), acknowledges itself to owe and for value received hereby promises to pay to the Registered Owner specified above, or registered assigns, the Principal Amount specified above, in lawful money of the United States of America, unless redeemed prior to maturity, on the Maturity Date specified above with interest thereon until paid from the Date of Original Issue specified above or such later date to which interest has been paid, at the Interest Rate per annum specified above (computed on the basis of a 360 day year consisting of twelve 30-day months), first payable on April 1, 2017 and semiannually thereafter. Principal of this bond is payable at the designated corporate trust office of the Bank of New York Mellon Trust Company, Detroit, Michigan, or such other transfer agent as the City may hereafter designate by notice mailed to the registered owner not less than sixty (60) days prior to any interest payment date (the "Transfer Agent"). Interest on this bond is payable to the registered owner of record as of the 15th day of the month preceding the interest payment date as shown on the registration books of the City kept by the Transfer Agent by check or draft mailed by the Transfer Agent to the registered owner of record at the registered address. For prompt payment of this bond, both principal and interest, the full faith, credit and resources of the City are hereby irrevocably pledged.

This bond is one of a series of bonds aggregating the principal sum of \$_______, issued for the purpose of refunding all or part of the City's outstanding 2004 Unlimited Tax General Obligation Refunding Bonds, 2006 Unlimited Tax General Obligation Recreation Refunding Bonds and 2008 Unlimited Tax General Obligation Recreation Bonds.

[Insert redemption provisions]

This bond is transferable only upon the registration books of the City kept by the Transfer Agent by the registered owner of record in person, or by the registered

owner's attorney duly authorized in writing, upon the surrender of this bond together with a written instrument of transfer satisfactory to the Transfer Agent duly executed by the registered owner or the registered owner's attorney duly authorized in writing, and thereupon a new registered bond or bonds in the same aggregate principal amount and of the same maturity shall be issued to the transferee in exchange therefor as provided in the resolution authorizing this bond and upon the payment of the charges, if any, therein prescribed.

This bond is payable out of the City's Debt Retirement Fund for this issue and in order to make such payment, the City is required each year to levy taxes on all taxable property within the boundaries of the City for such payment without limitation as to rate or amount. It is hereby certified and recited that all acts, conditions and things required by law to be done, precedent to and in the issuance of this bond and the series of bonds of which this is one, exist and have been done and performed in regular and due form and time as required by law, and that the total indebtedness of the City, including this bond and the series of bonds of which this is one, does not exceed any constitutional, statutory or charter debt limitation.

This bond is not valid or obligatory for any purpose until the Transfer Agent's Certificate of Authentication on this bond has been executed by the Transfer Agent.

IN WITNESS WHEREOF, the City, by its City Commission, has caused this bond to be signed in the name of the City by the facsimile signatures of its Mayor and City Clerk and a facsimile of its corporate seal to be printed hereon, all as of the Date of Original Issue.

CITY OF BIRMINGHAM County of Oakland State of Michigan

By: Its: Mayor (SEAL)
By: Its: City Clerk

(Form of Transfer Agent's Certificate of Authentication)

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the within-mentioned resolution.

Bank of New York Mellon Trust Company, Detroit, Michigan Transfer Agent By:

Authorized:

DATE OF REGISTRATION:

- 7. Negotiated Sale. The City Council has considered the option of selling the Bonds through a competitive sale and a negotiated sale, and pursuant to the requirements of Act 34, determines that a negotiated sale of the Bonds will allow more flexibility in accessing the municipal bond market, and to price and sell the Bonds at the time that is expected to best achieve the most advantageous interest rates and costs to the City, and will provide the City with greater flexibility in structuring bond maturities and adjusting terms for the Bonds.
- 8. Bond Purchase Agreement; Delegation to Authorized Officer; Sale Order. The Authorized Officers are each hereby authorized to select an underwriter for the Bonds (the "Underwriter"), negotiate the sale of the Bonds with the Underwriter, negotiate and execute a Bond Purchase Agreement, execute a Sale Order specifying the final terms of the Bonds and take all other necessary actions required to

effectuate the sale, issuance and delivery of the Bonds within the parameters authorized in this resolution.

- 9. Adjustment of Bond Terms. The Authorized Officers are each hereby authorized to adjust the final bond details as set forth herein to the extent necessary or convenient to complete the sale of the Bonds and in pursuance of the forgoing are each authorized to exercise the authority and make the determinations pursuant to Sections 315(1)(d) of Act 34, including but not limited to determinations regarding interest rates, prices, discounts, maturities, principal amounts, denominations, date of issuance, interest payment dates, redemption rights and other matters within the parameters established by this resolution; provided that the principal amount of Bonds issued shall not exceed the principal amount authorized in this resolution, the interest rate per annum on the Bonds shall not exceed six percent (6.00%) per annum, the Bonds shall be sold at a price not less than 98.00% of their par value, the underwriter's discount shall not exceed 0.5% of the par amount of the Bonds and the refunding of the Prior Bonds shall result in net present value savings to the City.
- 10. Tax Covenant. The City shall, to the extent permitted by law, take all actions within its control necessary to maintain the exemption of the interest on the Bonds from general federal income taxation (as opposed to any alternative minimum or other indirect taxation) under the Internal Revenue Code of 1986, as amended (the "Code"), including, but not limited to, actions relating to any required rebate of arbitrage earnings and the expenditure and investment of Bond proceeds and moneys deemed to be Bond proceeds.
- 11. Continuing Disclosure Undertaking. The City agrees to enter into an undertaking for the benefit of the holders and beneficial owners of the Bonds pursuant to Rule 15c2-12 of the U.S. Securities and Exchange Commission and the Authorized Officers are each hereby authorized to execute such undertaking prior to delivery of the Bonds.
- 12. Authorization of other Actions. The Authorized Officers are each hereby authorized and directed to (a) approve the circulation of a preliminary official statement describing the Bonds and to deem the preliminary official statement "final" for purposes of Rule 15c2-12 of the SEC; (b) approve the circulation of a final official statement describing the Bonds and to execute the same on behalf of the City; (c) obtain ratings for the Bonds; and (d) do all other acts and take all other necessary procedures required to effectuate the sale, issuance and delivery of the Bonds.
- 13. Bond Counsel. Miller, Canfield, Paddock and Stone, P.L.C. is hereby approved as bond counsel for the Bonds, notwithstanding periodic representation in unrelated matters of parties or potential parties to the transaction contemplated by this resolution, including the Underwriter.
- 14. Financial Advisor. The City hereby appoints Bendzinski & Co. as financial advisor with respect to the Bonds.
- 15. Rescission. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

ROLL CALL VOTE: Yeas, Commissioner Boutros
Commissioner DeWeese
Commissioner Harris
Mayor Pro Tem Nickita
Commissioner Sherman

Commissioner Bordman

Mayor Hoff

Nays, None Absent, None Abstention, None

07-243-16 ORDINANCE AMENDMENT COMBINATION OF LAND PARCELS

City Planner Ecker explained that the ordinance would add a review process for the consolidation of lots. She explained that the review process would require City Commission approval, a public hearing where everyone within 300 feet would be noticed, submit a plot plan or drawing to scale of the property and adjoining property for 500 feet in all directions in order to get a sense as to the character of the neighborhood and whether what they are proposing would fit in as a whole. In addition, the applicant would have to draw in the proposed building envelope showing the front, side and rear setbacks.

In response to a question from Mayor Hoff regarding the fee, Ms. Ecker explained that the fee for a lot split is \$200.00 per lot affected. It is recommended that if this is approved, the fee be the same as the lot split.

Mayor Pro Tem Nickita commented that until the City is at the point of doing a master plan study to identify areas where this might be approved, this is a solid stop/gap situation to allow flexibility to allow it if we see fit and not if it is detrimental to the neighborhood.

Clinton Baller suggested the Commission consider not as conditions exist, but as originally platted when considering a new lot combination.

MOTION: Motion by Nickita, seconded by Sherman:

To adopt an ordinance amending Chapter 102, Subdivisions, of the Birmingham City Code to add a new Article V - Combination of Land Parcels to create regulations governing the approval of residential lot combinations in the City of Birmingham and to add "including the original plat configuration" to Section 102-82(1).

VOTE: Yeas, 7

Nays, None Absent, None

07-244-16 2017 BISTRO SELECTION PROCESS

City Planner Ecker explained that in recent years, there have been comments by the Commission that it would rather see bistros in the rail district or the triangle district. The proposed resolution would amend the existing policy to add that for this year, if the Commission recommends any bistros to move forward to the full review process, at least one of them must be in the rail district or the triangle district.

The Commission agreed that a strong message was already sent last year during the bistro selection process and took no action.

07-245-16 LICENSE FOR RIGHT-OF-WAY OCCUPANCY BY TEMPORARY BUILDING WALL TIE-BACKS AND H PILES AT 369-397 N. OLD WOODWARD

City Attorney Currier explained that the Brookside Development has asked for a special Earth Restraining System (ERS) with respect to the construction of the foundation and the walls of the structure. He explained that they will be going two stories underground for the garage and they are adding 38 additional parking spots. He explained that temporary building wall tie-backs is a form of support that is drilled through the wall on an angle into the ground which holds the wall in place while the foundation sets. Afterwards the tie-backs are cut at 84 inches below grade and left in place. If the Bates Street extension is done, the tie-backs could be removed at that time. Additionally, they have agreed to be assessed 100% for all the streetscape improvements adjacent to the southerly property line. He noted that if the Bates Street extension is ever undertaken, they have already placed, in escrow, a deed that giving the City additional property on the that southerly line for the Bates Street extension.

Commissioner DeWeese suggested City staff start examining other ways to give incentives to encourage developers in the mixed-use areas to provide additional parking which would take the load off of the City directly and helps everyone.

MOTION: Motion by Boutros, seconded by Bordman:

To approve the license for Right-of-Way Occupancy by a temporary building wall tie-backs and H-piles.

VOTE: Yeas, 7

Nays, None Absent, None

07-246-16 BIRMINGHAM BRAND DEVELOPMENT REQUEST FOR PROPOSAL

Assistant to the Manager Haines explained the proposed Request for Proposal detailing the scope of work to update the City's graphics and logos. She explained the composite of the proposed Ad Hoc Birmingham Brand Development Committee which would review the proposals.

Mayor Hoff commented on a company from out of state that was hired for the wayfinding plan which had no knowledge of the Birmingham area. Commissioner Bordman shared Mayor Hoff's concerns and requesting local firms be notified. She pointed out that there are several companies in Birmingham that should be personally notified. Commissioner Boutros agreed.

City Manager Valentine explained the requirement to bid competitively if the cost exceeds \$6,000.00.

Clinton Baller, resident, commented that this could be done for a lot less money and effort than as proposed. He suggested that it could be done with volunteers.

Mayor Pro Tem Nickita commented that there are firms who have expressed interest in achieving this. He stated that the Commission needs to be definitive in what it is asking for.

After further discussion on the potential cost of the rebranding, Mr. Valentine suggested that language be drafted to solicit proposals from local firms to determine what the cost may be.

MOTION: Motion by DeWeese, seconded by Harris:

To approve the creation of an Ad Hoc Birmingham Brand Development Committee (BBDC) for the purpose of reviewing and making a recommendation to the City Commission for the rebranding of the City logo; and further, including 1 member of the Parks and Recreation Board, 1 member from the Birmingham Shopping District, 1 member from the Planning Board, (to be appointed by their respective boards), two members at large in the City, and Mayor Hoff and Commissioner Nickita.

VOTE: Yeas, 7

Nays, None Absent, None

07-247-16 CLOSED SESSION REQUEST ATTORNEY/CLIENT PRIVILEGE COMMUNICATION

MOTION: Motion by Sherman, seconded by Nickita:

To meet in closed session to discuss an attorney/client privilege communication in accordance with Section 8(h) of the Open Meetings Act.

ROLL CALL VOTE: Yeas, Commissioner DeWeese

Commissioner Harris Mayor Pro Tem Nickita Commissioner Sherman Commissioner Bordman Commissioner Boutros

Mayor Hoff

Nays, None Absent, None Abstention, None

VII. REMOVED FROM CONSENT AGENDA

VIII. COMMUNICATIONS

07-248-16 COMMUNICATIONS

The Commission received a letter from the Birmingham Theater regarding a liquor license.

Janet Lankes, representing the Birmingham Theater, explained the request to obtain a movie theater only liquor license to stay competitive with other theaters. She explained the renovations that have already taken place in the theater.

City Manager Valentine explained that the City does not currently have a category for this type of license. If the Commission agrees to move forward with the request, staff would come forward with SLUP language. He noted that two theaters would qualify – Birmingham 8 and the Village Players. He noted the third theater in the City currently has a liquor license.

Commissioner Boutros commented that the theater has been in the City since 1927 and the City should find a way so it stays a landmark in the City.

Commissioner Hoff expressed concern with creating a category and setting a precedent.

Commissioner Harris agreed that it is a landmark, but would like more concrete information from the applicant with discussion and their position laid out.

The Commission agreed to request that staff put together options for the Commission to review.

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

X. REPORTS

07-249-16 COMMISSIONER REPORTS

The Commission intends to appoint members to the Multi-Modal Transportation Board and the Public Arts Board on August 8, 2016.

07-250-16 COMMISSIONER COMMENTS

Commissioner Boutros shared a letter received from Congressman Trott inviting students interested in exploring the requirements to attend the military academy to a reception for additional information.

07-251-16 CITY STAFF REPORTS

The Commission received the response to cemetery questions submitted by City Clerk Pierce.

The Commission recessed to closed session at 11:32 PM.

The Commission reconvened in open session at 12:19 AM.

XI. ADJOURN

The meeting adjourned at 12:19 AM.

Laura M. Pierce City Clerk

BIRMINGHAM CITY COMMISSION MINUTES AUGUST 8, 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 Commissioner Sherman

Absent, None

Administration: City Manager Valentine, City Attorney Currier, Clerk Pierce, Planner Baka, City Engineer O'Meara, Police Commander Grewe

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

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.

08-252-16 APPROVAL OF CONSENT AGENDA

The following items were removed from the consent agenda:

- Item B (Minutes of July 11, 2016) by Mayor Hoff
- Item C (Minutes of July 25, 2016) by Commissioner Harris

MOTION: Motion by Sherman, seconded by Nickita:

To approve the consent agenda as follows:

- A. Approval of City Commission minutes of June 27, 2016.
- D. Approval of warrant list, including Automated Clearing House payments, of July 27, 2016 in the amount of \$1,488,835.57.
- E. Approval of warrant list, including Automated Clearing House payments, of August 3, 2016 in the amount of \$5,229,699.76.
- F. Resolution approving a service agreement with Nagy Devlin Land Design, LLC to provide landscape architect services for the museum in the amount of \$4,800 with additional renderings of \$300 for an amount not to exceed \$5,100.00, with funds provided by the Friends of the Birmingham Museum from a grant from the Rosso Family Foundation for

- account #101-804.002-811.0000. Further, directing the Mayor and City Clerk to sign the agreement on behalf of the City.
- G. Resolution approving the purchase of one (1) new 2016 Dodge Durango AWD in the amount of \$33,360.00 from Lafontaine Chrysler Dodge Jeep Ram through the State of Michigan MiDEAL purchasing contract #071B1300010. Funds for this purchase are available in the Auto Equipment Fund, account #641-441.006-971.0100.
- H. Resolution approving a request from the Piety Hill Chapter, National Society Daughters of the American Revolution to hold the Veteran's Day Wreath Laying Ceremony on November 11, 2016 at 11:00 AM, pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event.
- I. Resolution amending special event permit for the Birmingham Cruise Event to include an additional day for set up to begin on Tuesday, August 16 in the 555 Triangle to accommodate the Historic Vehicle Association Camaro #1 display.
- J. Resolution approving state law drug forfeitures and authorizing the finance department to transfer \$1,079.48 from the drug enforcement bond account number 701-000.000- 256.0005 to the state drug forfeiture account number 265-000.000-660.0001.
- K. Resolution setting Monday, September 12, 2016 at 7:30 PM for a public hearing to consider amendments to Chapter 126, Zoning, Article 4, section 4.19, Height Standards, to increase the maximum height of buildings in the MX district.
- L. Resolution approving the purchase of lighting equipment for the Park St. Structure from Grainger, through the TCPN extendable purchasing contract #R142102 for a total expenditure of \$260,055.87. Funds for this purchase are available in the Auto Parking Fund, account #585-538.003-977.0000. Further, directing the Mayor and City Clerk to approve the purchase of light fixtures on behalf of the City,

Resolution approving the agreement with Lee & Associates, in the amount not to exceed \$ 36,170.00 to install light fixtures at the Park St. parking structure. Further, directing the Mayor and City Clerk to sign the agreement on behalf of the City.

M. Resolution amending the Fee Schedule to increase the fee for the combination of platted lots from \$50 per lot to \$200 per lot, consistent with the fee for the separation of platted lots and lot splits.

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

08-253-16

PUBLIC HEARING – LOT REARRANGEMENT 976 & 1058 ARDEN LANE

Mayor Hoff opened the Public hearing to consider a lot rearrangement at 976 and 1058 Arden Lane at 7:34 PM.

Planner Baka explained request is to move the property line due to a small portion of the walkway which infringes onto the neighbor's property. He explained that ther standards that must be met in order to recommend the approval of a lot split. In this situation, both lots are non-conforming at this time and both would be non-conforming if this was approved. The lots meet the other two standards, meaning that their lot width would not be less than all the other properties within 300 feet on the same street in the same zone and the change would not create any new buildable lots, no new structures and the lots are not located in a flood zone. He explained that the Commission has the authority to issue a waiver to grant the lot rearrangement.

Mayor Hoff disclosed that she lives on this street. She has no vested interest in this request and can remain neutral.

In response to a question from Commissioner DeWeese, Arlene Ross, 976 Arden Lane, explained the background on the sidewalk. She explained that both neighbors agreed to remedy the situation for a potential future sale.

The Commission commended the neighbors for resolving the issue between themselves and being good neighbors.

The Mayor closed the Public Hearing at 7:43 PM.

MOTION: Motion by Sherman, seconded by DeWeese:

To approve the proposed lot rearrangement at 976 & 1058 Arden Ln. as proposed by granting a waiver per Chapter 102, Subdivisions, Sec. 102-4 of the City Code;

VOTE: Yeas, 7

Nays, None Absent, None

08-254-16 A COALITION FOR TRANSIT (ACT)

Michael Ford, from the Regional Transit Authority (RTA), explained that the RTA exists to ensure regional connections between four counties – Oakland, Macomb, Wayne, and Washtenaw. He explained that it is currently not a connected region. Transportation gets people to jobs, appointments, and the quality of life does not exist that could exist better than it does now. He explained the presentations and meetings that have been held to talk about the needs of the community. He explained that the a 1.2 mil millage will be on the November ballot to help support and fund what is needed for regional transit. He explained that the regional transit plan builds on the foundation of the other existing transit providers. It is an integrated system coordinated to work together to improve services, to create more frequency, later night, earlier morning, and more direct services. He further explained the economic development benefits and the leverage for state funding.

In response to a question from Commissioner Bordman regarding the funding, Mr. Ford explained that the 1.2 mils pays for all the services. 85% of the funding stays within that given community. Mayor Hoff commented that the 85% will be a different amount of money in each county. She questioned how you will ensure that each county has comparable services. Mr.

Ford explained that they are working on a checks and balance resolution to rebalance the level of service. There would be continued auditing processes and an annual review of how the services are being addressed and if there are changes in revenues and projects. The guarantee is that it is legislatively bound to make sure that money is being spent in that area.

Mayor Hoff expressed concern that the revenues in some counties will be more than the revenues in others. In order to ensure the balance, she questioned if a county with more money would have to give it to a county that did not have enough. Mr. Ford stated no, absolutely not. The balance is within that county. You are not paying for services in other counties. You are paying for the services that you are receiving. He stated that each county is paying for that connection to that service.

Commissioner DeWeese commented that there are a lot of outlying regions in this county where no transit reaches and it is not too feasible to have regular transit. He questioned if those residents would still fall under the 1.2 mil. Mr. Ford explained that the entire county would be under the 1.2 mil. In those areas, they are looking at para-transit type services working with the existing providers and putting in more money into those areas to get people connected.

In response to a question from DeAngello Espree, Mr. Ford explained that the existing transit services will remain and operate at their current levels.

Mr. Ford confirmed for Amy Folberg, 1580 Latham, that the public will be educated on what is available through a community outreach at meetings, festivals, and events.

Marie Donnigan, from ACT, explained the surveys and polling done. She explained that a transit summit will be held in September. She encouraged the City to designate a representative as the contact to receive the ACT information.

Mr. Ford confirmed for Commissioner Harris that the RTA would work with SMART to coordinate services.

In response to a question from Mayor Pro Tem Nickita, Mr. Ford explained that the funding initially goes to the Authority, then is redistributed back to the different providers. He stated that there is more leverage for funding opportunities.

MOTION: Motion by Nickita, seconded by Bordman:

To support A Coalition for Transit:

WHEREAS, Southeast Michigan's regional public transit system is severely underfunded compared to the rest of the country and is one of the worst regional transit systems in the country; and

WHEREAS, seniors and people with disabilities are underserved by an unreliable system that prevents them from safe and independent travel in the region; and

WHEREAS, Southeast Michigan is failing to secure billions in potential economic benefit, that studies show accompany regional transit investments; and

WHEREAS, a large majority of jobs in the region are not readily accessible by regional transit; and

WHEREAS, Southeast Michigan's four counties and major population centers are not effectively connected by regional transit; and

- WHEREAS, younger generations continue to look outside of Southeast Michigan to relocate to regions with effective, reliable regional transit; and
- WHEREAS, regional transit must be strengthened and improved to make Southeast Michigan more competitive, which will help local communities attract more businesses and create local jobs; and
- WHEREAS, Southeast Michigan cannot expect to compete economically with other major metropolitan areas without modern, effective and reliable public transit system;
- NOW, THEREFORE, BE IT RESOLVED, that the City Commission of the City of Birmingham hereby expresses its strong support for A Coalition for Transit (ACT) and the need for a modern, reliable regional transportation system that connects Southeast Michigan's four counties.

VOTE: Yeas, 7

Nays, None Absent, None

08-255-16 AGREEMENT WITH BUCCILLI GROUP FOR ENGINEERING SERVICES

City Engineer O'Meara explained that due to the workload and staffing level of the department, the City recommends entering into an agreement for engineering services. The agreement is for a three-year term.

Commissioner Bordman questioned the cost for regular time versus the time for overtime. Mr. O'Meara explained that the City is paying a fee to the consultant. The consultant is then paying their staff. Commissioner Sherman explained that the City is hiring a firm, not an individual, and their profit margin is different on that overtime.

MOTION: Motion by Sherman, seconded by Boutros:

To authorize the Mayor and Clerk to sign the agreement between Buccilli Group and the City of Birmingham for engineering services.

VOTE: Yeas, 7

Nays, None Absent, None

08-256-16 CLOSED SESSION

CITY MANAGER PERFORMANCE EVALUATION

At the request of the City Manager, the Commission agreed to meet in closed session to discuss the City Manager Performance Evaluation.

VII. REMOVED FROM CONSENT AGENDA

08-257-16 CITY COMMISSION MINUTES OF JULY 11, 2016

Mayor Hoff stated that she received an email from Darlene Gehringer with corrections to the minutes specific to her comments. City Manager Valentine suggested this be referred back to the Clerk to review the tape.

City Manager Valentine confirmed for Mayor Hoff that staff will be following up with the items which needed follow up.

Mayor Hoff requested the following change to Resolution #07-226-16:

"It is a research and data date information process."

Mayor Hoff requested the following change to Resolution #07-220-16:

"Police Chief Clemence explained that a petition was received for residential <u>permit</u> parking on South Glenhurst between Lincoln and Midvale from 7:00 AM – 4:00 PM to address the school parking issue. He noted Glenhurst is the first street east of the high school that does not have residential <u>permit</u>-parking <u>restrictions</u>."

Commissioner Bordman requested the spelling of her name be corrected in Resolution #07-218-

The Commission agreed to return this at the next meeting.

08-258-16 CITY COMMISSION MINUTES OF JULY 25, 2016

Commissioner Harris requested additional information be included in Resolution #07-240-16, Item 6 regarding the Planning Board Priority List to explain what was discussed about the priorities.

The Commission agreed to return this at the next meeting.

Commissioner Bordman suggested adding the word "draft" to the minutes. Commissioner Sherman noted that the minutes are all draft. The Commission discussed the minutes as it relates to the Open Meeting Act. Commissioner Sherman pointed out that the approved minutes are available on the website and in the Clerk's Office.

VIII. COMMUNICATIONS

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

X. REPORTS

08-259-16 COMMISSIONER REPORTS

The Commission intends to appoint to the Advisory Parking Committee, Historic District Commission and Design Review Board on September 12, 2016.

08-260-16 COMMISSIONER COMMENTS

Mayor Hoff commented that the Michigan Municipal League Annual Meeting will be held in September. Several Commissioners will be in attendance.

Mayor Hoff noted that each Commissioner will be receiving a letter from the City's auditor Plante Moran with an overview. It is anticipated the audit will be presented to the Commission in November.

Mayor Hoff commented on the knox box program now available on loan to seniors through the Foundation for Birmingham Seniors.

The Commission recessed to closed session at 9:08 PM.

The Commission reconvened in open session at 10:56 PM.

XI. ADJOURN

The meeting adjourned at 10:56 PM.

Laura M. Pierce City Clerk

7

Check Number	Early Release	Vendor #	Vendor	Amount
243886		MISC	1280 FAIRFAX LLC	1,000.00
243887	*	000855	48TH DISTRICT COURT	100.00
243888	*	000855	48TH DISTRICT COURT	100.00
243889	*	000855	48TH DISTRICT COURT	100.00
243890	*	000855	48TH DISTRICT COURT	100.00
243891	*	000855	48TH DISTRICT COURT	100.00
243892		MISC	A D S CONSTRUCTION	200.00
243893		002284	ABEL ELECTRONICS INC	544.99
243895		002909	ACOM SOLUTIONS, INC.	218.25
243896		MISC	ALEXANDER HOMES	2,000.00
243897		MISC	ALLEN BROTHERS INC.	200.00
243898		000161	ALPHA PSYCHOLOGICAL SERVICE	695.00
243899		007696	AMERICAN CLEANING COMPANY LLC	1,350.00
243900		MISC	AMERICAN STANDARD ROOFING	100.00
243901		MISC	AMMORI DESIGN LLC	2,000.00
243902		MISC	ANTONINA JONES	100.00
243903		MISC	ARKITEKTURA INSITU	100.00
243904		MISC	ARKITEKTURA INSTILL	400.00
243906		000500	ARTECH PRINTING INC	474.00
243907		MISC	ARYA AFRAKHTEH	1,000.00
243908	*	006759	AT&T	100.18
243909	*	007216	AT&T	154.00
243910		MISC	AUSTIN, DEAN E	100.00
243911		MISC	BABI CONSTRUCTION INC	1,900.00
243912		MISC	BAIN AB LLC	1,000.00
243913	*	MISC	BALLARD DEVELOPMENT INC	200.00
243915		003012	BATTERIES PLUS	484.24
243916		001103	BCI ADMINISTRATORS INC	795.00
243917		MISC	BCM HOME IMPROVEMENT	200.00
243919		007345	BEVERLY HILLS ACE	23.95
243920	*	008166	CITY OF BIRMINGHAM #221	5,225.10
243921		MISC	BLOOMFIELD CONSTRUCTION CO	200.00
243922		MISC	BOB STERN BUILDING CO	300.00
243923		004244	BOLYARD LUMBER	19.55
243924		MISC	BONGERO CONSTRUCTION CO	400.00
243925		MISC	BRANDYWINE CONSTRUCTION LLC	400.00
243926		MISC	BRIAN DICKERSON	699.00
243927		MISC	BRIXNSTONE LLC	100.00
243929		007875	CANFIELD EQUIPMENT SERVICE INC.	2,044.00
243930		MISC	CAPALDI BUILDING COMPANY	100.00
243932		MISC	CARLYSLE & LLOYD INC	500.00
243932		MISC	CASWELL MODERNIZATION CO INC	200.00
243933				100.00
		MISC	CBS RADIO	
243935		MISC	CEDAR RESTORATION INC	200.00

4D

Check Number	Early Release	Vendor #	Vendor	Amount
243936	*	007744	MOHAMED F. CHAMMAA	125.28
243937		000603	CHEMCO PRODUCTS INC	232.00
243938		MISC	CHRISTINE DALTON	100.00
243940		000605	CINTAS CORPORATION	36.46
243941		MISC	CITI ROOFING CO	600.00
243943		002234	CMP DISTRIBUTORS INC	1,300.00
243944	*	007625	COMCAST	343.79
243945	*	007774	COMCAST BUSINESS	646.07
243947		000979	COMERICA BANK	4,117.72
243948		MISC	COMMERCIAL MAINTENANCE & SUPPLY	300.00
243950		MISC	CONCRETE SERVICES INC	100.00
243951		002668	CONTRACTORS CLOTHING CO	551.91
243952	*	MISC	CORNERSTONE BUILDING	200.00
243953		MISC	CREATIVE DESIGNS & SIGNS	200.00
243954		002088	WM. CROOK FIRE PROTECTION CO.	11,700.00
243955		MISC	CUMMING CONCRETE CONSTRUCTION, INC	100.00
243956		004386	CYNERGY WIRELESS	2,478.06
243957		008005	DE LAGE LANDEN FINANCIAL SERVICES	182.44
243958		MISC	DECRA-SCAPE INC	200.00
243960		005318	DEWOLF & ASSOC	745.00
243961		MISC	DI LORETO, MICHAEL	100.00
243962		000190	DOWNRIVER REFRIGERATION	1,133.32
243964	*	000179	DTE ENERGY	6,185.80
243965		MISC	DUBAY, MICHAEL D	1,400.00
243966		008155	DUMMIES UNLIMITED, INC.	1,128.69
243967		007988	EASTERN MI KENWORTH OF CLINTON TWP	407.33
243968		003942	ENABLEPOINT	2,999.00
243969		MISC	ESSCO DEVELOPMENT	300.00
243970		MISC	ESTATE BUILDERS OF OAKLAND INC	500.00
243971		001495	ETNA SUPPLY	789.36
243972		MISC	EXTERIORS PLUS ALTERATIONS LLC	400.00
243973		000207	EZELL SUPPLY CORPORATION	603.61
243974		001223	FAST SIGNS	375.00
243975		007613	FIRESERVICE MANAGEMENT	73.00
243976		MISC	FORTUNA CONSTRUCTION	100.00
243977		MISC	FOUNDATION SYSTEMS OF MICHIGAN INC.	100.00
243978		MISC	Fox Brothers Development Co	200.00
243979		MISC	G & M BUILDING COMPANY INC	100.00
243980		MISC	G & M GUTTER COMPANY INC	200.00
243981		MISC	GEORGETOWN BUILDING COMPANY LLC	3,560.00
243982		006384	GISI	223.60
243983		MISC	GOODMAN, STEVE	100.00
243984		000243	GRAINGER	355.19

Check Number	Early Release	Vendor #	Vendor	Amount
243985		MISC	GREAT LAKES CUSTOM BUILDER LLC	6,060.00
243986		MISC	GREAT LAKES CUSTOM BUILDERS	400.00
243987		008167	GREAT LAKES FIREWORKS LLC	15,000.00
243989	*	007473	DONALD GRIER	257.58
243990		MISC	GROZDE, MARK	200.00
243991		007342	H2A ARCHITECTS, INC.	476.50
243992		MISC	HABITAT ENHANCERS LLC	100.00
243993		MISC	HARTFORD ROOFING & WARRANTY CO LLC	200.00
243995		MISC	HOME INSPECTION PLUS INC	100.00
243996		000331	HUBBELL ROTH & CLARK INC	6,349.42
243997		000948	HYDROCORP	1,315.00
243999		000340	INDUSTRIAL BROOM & BRUSH	533.60
244000		MISC	INGRAM ROOFING INC	200.00
244001		000342	INTERSTATE BATTERY SYSTEM	110.95
244002		002407	J & B MEDICAL SUPPLY	426.69
244003		000344	J.T. EXPRESS, LTD.	4,002.02
244004		MISC	JANELLE LYNN WHIPPLE-BOYCE	200.00
244005	*	MISC	JANET VALLEE	8,206.47
244006		MISC	JEFFREY ALAN RICE	200.00
244007		003458	JOE'S AUTO PARTS, INC.	618.91
244008		MISC	JOEBECKS CUTOM DESIGNS INC	200.00
244010		MISC	JOSEPH TAGLIAVIA & ASSOCIATES LTD	100.00
244011	*	007244	CHRISTOPHER JUDKINS	53.00
244012		MISC	KASTLER CONSTRUCTION INC	200.00
244013		MISC	KEVIN JOHN BOYDON	200.00
244014		MISC	KOERBER CONSTRUCTION	100.00
244015		000362	KROGER COMPANY	27.46
244017		MISC	LAKE ORION ROOFING INC	100.00
244019		002635	LAZARD ASSET MANAGEMENT LLC	15,510.51
244020		MISC	LERMAN CORPORATION	200.00
244021		MISC	LIVE WELL CUSTOM HOMES LLC	2,500.00
244023		MISC	LUXE HOMES DESIGN BUILD LLC	500.00
244024		MISC	LUXURY UPDATED HOMES LLC	300.00
244025		MISC	MANCO BUILDERS LLC	100.00
244026	*	008172	MANPOWER	1,352.40
244027		MISC	MAPLE LAND LLC	100.00
244028		MISC	MARIYA CONSTRUCTION LLC	100.00
244029		MISC	MARTINO ENTERPRISES INC	100.00
244030		MISC	MC GLINCH & SONS CO	300.00
244031		MISC	MCRAY HOMES LLC	100.00
244033		MISC	METRO DETROIT SIGNS	200.00
244035		MISC	MICHIGAN ASPHALT PAVING	200.00
244036		MISC	MICHIGAN SOLAR SOLUTIONS	200.00

Amount	Vendor	Vendor #	Early Release	Check Number
100.00	Mijo Alanis	MISC		244037
2,000.00	MILFORD SALVAGE IRON & METAL	MISC		244038
500.00	MILFORD SALVAGE, INC.	MISC		244039
1,584.06	MOBILE HEALTH RESOURCES	007163		244040
3,185.01	MONTGOMERY & SONS INC	001452		244041
32.55	MOTOR CITY FASTENER INC	000462		244044
100.00	MR ROOF HOLDING CO LLC	MISC		244045
164.64	MTS SAFETY PRODUCTS, INC	005110		244046
200.00	NORTHWEST CONSTRUCTIONLLC	MISC		244047
273.90	NU PIPE LLC	MISC		244048
4,628.37	NYE UNIFORM COMPANY	006359		244049
200.00	O'DWYER BUILDING COMPANY	MISC		244050
100.00	OAKES ROOFING SIDING & WINDOWS INC	MISC		244051
1,163,597.55	OAKLAND COUNTY	000477	*	244052
23.00	OAKLAND COUNTY	006870		244053
4,477.61	OAKLAND COUNTY TREASURER	000919	*	244054
904.00	OCCUPATIONAL HEALTH CENTERS	004370		244056
2,366.29	OFFICE DEPOT INC	000481		244057
200.00	OPTIK BIRMINGHAM	MISC		244061
78.00	PACIFIC TELEMANAGEMENT SERVICES	006625		244063
200.00	PELLA WINDOWS & DOORS, INC.	MISC		244064
300.00	PETERSON WIAND BOES & CO	MISC		244065
100.00	POBLETE CEMENT	MISC		244067
44.51	POWER LINE SUPPLY	005733		244068
600.00	PREMIER POOLS, INC.	MISC		244069
2,073.25	QUALITY COACH COLLISION LLC	001062		244071
2,210.00	R.N.A. JANITORIAL, INC	006497		244072
100.00	RASHID CONSTRUCTION	MISC		244073
9,929.51	RDC CONSTRUCTION SERVICES, LLC	007721	*	244074
200.00	RENAISSANCE RESTORATIONS INC	MISC		244076
176.25	RENEWAL BY ANDERSEN	MISC		244077
200.00	RENEWAL BY ANDERSEN	MISC		244078
200.00	RHI INC	MISC		244079
100.00	RISON CONSTRUCTION	MISC		244080
7,474.29	RKA PETROLEUM	003554		244081
100.00	ROOF ONE LLC	MISC		244083
200.00	ROYAL OAK & BIRMINGHAM	MISC		244084
500.00	SALKOWSKI, BRIAN	MISC		244085
2,495.00	SALZBURG LANDSCAPE SUPPLY	005380		244086
100.00	SELIS, JAMES E	MISC		244087
474.08	SHRED-IT USA	004202		244088
456.20	SITEONE LANDSCAPE SUPPLY, INC	008073		244090
69,616.00	SOCRRA	000254	*	244091

Check Number	Early Release	Vendor #	Vendor	Amount
244092	*	001097	SOCWA	281,974.78
244094		001363	SPECMO ENTERPRISES, INC	205.00
244095		MISC	STAY DRY BASEMENT WATERPROOFING INC	100.00
244096		MISC	STERLING DEVELOPMENT CORP	2,500.00
244097		MISC	STONESCAPE DESIGN	100.00
244098		005238	SUNTEL SERVICES	3,761.50
244100		MISC	SWEET THING TOO LLC	100.00
244101		006968	SYN-TECH SYSTEMS	56.70
244102		MISC	TALBOYS, THOMAS D	100.00
244103		006802	TECH MECHANICAL, INC.	13,615.35
244104		MISC	TECHHOME BUILDING CO LLC	850.00
244105		007087	TECHRADIUM, INC	165.00
244106		MISC	TEMPLETON BUILDING COMPANY	300.00
244107		MISC	THD AT HOME SERVICES INC	200.00
244108		MISC	THOMAS THEODORE MARCUCCI	100.00
244109		003173	TIFFANY FLORIST	64.95
244110		MISC	TIMBERLINE ROOFING & SIDING	200.00
244111		000941	TIME EMERGENCY EQUIPMENT	309.69
244112		MISC	TOWN BUILDING COMPANY	900.00
244114		MISC	TRADEMARK BUILDING COMPANY INC	914.78
244115		MISC	TRADEMARK CONSTRUCTION SERVICES	300.00
244117		005331	UBS FIN SERVICES, INC	17,041.18
244118		MISC	UJKIC, STEVEN	2,500.00
244121	*	000158	VERIZON WIRELESS	11.72
244122	*	000158	VERIZON WIRELESS	50.47
244123	*	000158	VERIZON WIRELESS	201.89
244124	*	000158	VERIZON WIRELESS	76.02
244125	*	000158	VERIZON WIRELESS	151.79
244126		MISC	VERVISCH HOMES	2,500.00
244127		MISC	VICTOR TALIA ARCHITECTURE LLC	500.00
244128		000969	VIGILANTE SECURITY INC	210.75
244129		MISC	VISION HOMES	1,900.00
244130		MISC	WATKINSON, LISA	500.00
244131		MISC	WECHSLER CONSTRUCTION LLC	300.00
244132	*	008170	WEST SAFETY SOLUTIONS INC	9,337.50
244133		007278	WHITLOCK BUSINESS SYSTEMS, INC.	1,639.76
244134		MISC	WILSON DESIGN ASSOCIATES	100.00
244136		003925	WIZBANG PRODUCTS CO	733.94
244137		000926	WRIGHT TOOL COMPANY	138.00
244138		007083	XEROX CORPORATION	1,025.58
244140	*	008176	LAFONTAINE CDJR LANSING	33,360.00

Meeting of 08/22/2016

City of Birmingham Warrant List Dated 08/10/2016

Check Number Early Release Vendor # Vendor Amount

Sub Total Checks:
Sub Total ACH:

\$1,801,280.82 \$118,555.10

Grand Total:

\$1,919,835.92

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

Mark Gerle.

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.

8/22/2016

City of Birmingham 8/10/2016

Vendor Name	Transfer Date	Transfer Amount
Automated Benefit Services, Inc.	8/5/2016	118,555.10
	TOTAL	118,555.10

Check Number	Early Release	Vendor #	Vendor	Amount
244141	*	000855	48TH DISTRICT COURT	100.00
244142	*	006965	7UP DETROIT	513.90
244143		002284	ABEL ELECTRONICS INC	2,114.97
244145	*	008094	MARY ANN ADKISSON	157.50
244146		008120	AFFORDABLE TABLES & CHAIRS RENTAL	400.00
244147		004657	AKT PEERLESS	630.00
244150		007112	AMERICAN PAINTING LLC	4,003.00
244151		MISC	AMY LOUWERS	120.00
244152		000282	APOLLO FIRE EQUIPMENT	144.77
244153		000500	ARTECH PRINTING INC	105.00
244154	*	006759	AT&T	26.24
244155	*	006759	AT&T	184.21
244156	*	006759	AT&T	82.57
244157	*	006759	AT&T	982.16
244158	*	006759	AT&T	20.25
244159	*	006759	AT&T	199.52
244160	*	006759	AT&T	234.84
244161	*	007216	AT&T	114.00
244166	*	007727	JEAN BARNES	160.00
244167	*	004301	WEBB BARNES	271.25
244168	*	004426	PAUL BARRETT	37.50
244169	*	000517	BEIER HOWLETT P.C.	12,500.00
244170	*	000517	BEIER HOWLETT P.C.	21,082.30
244171	*	007169	KATHRYN BERGERON	210.63
244172		007345	BEVERLY HILLS ACE	115.55
244173	*	008064	CITY OF BIRMINGHAM #217	36.72
244174	*	008186	CITY OF BIRMINGHAM #222	46,487.55
244175		006683	BIRMINGHAM LAWN MAINTENANCE	19,420.26
244176	*	001086	CITY OF BIRMINGHAM	384.32
244177	*	001086	CITY OF BIRMINGHAM	728.10
244179		000542	BLUE WATER INDUSTRIAL	63.47
244180		004244	BOLYARD LUMBER	5.99
244182	*	007728	JOSEPH BROSKI	162.50
244183	*	007993	MARGARET BRUNHOFER	92.50
244184	*	008109	JOHN W. BURNS	162.50
244185		006380	C & S ICE RESURFACING SERVICES, INC	3,813.11
244186		007875	CANFIELD EQUIPMENT SERVICE INC.	1,022.00
244187		007732	CAPITAL TIRE, INC.	639.00
244188		000443	CCH INCORPORATED	867.00
244191		000603	CHEMCO PRODUCTS INC	210.00
244192	*	008124	CI CONTRACTING, INC.	406,147.95
244193	*	008111	PAMELA CIN	155.00
244194	*	000605	CINTAS CORPORATION	127.61

Check Number	Early Release	Vendor #	Vendor	Amount
244196	*	000912	MARK CLEMENCE	194.70
244197		008044	CLUB PROPHET	590.00
244198	*	005532	ALICE COLE	194.25
244199	*	007625	COMCAST	362.88
244200		000979	COMERICA BANK	745.84
244201	*	004425	THOMAS CONNERY	150.00
244202		002668	CONTRACTORS CLOTHING CO	510.01
244203		001367	CONTRACTORS CONNECTION	5,866.50
244204	*	004011	HELEN COOK	157.50
244205	*	008151	GAIL CORCORAN	152.50
244206	*	007996	ANNIE CWIKIEL-GLAVIN	65.00
244207		004386	CYNERGY WIRELESS	226.37
244209	*	006913	MARY ANN DAVISON	160.00
244210		000956	DELTA TEMP INC	251.75
244212		000186	JACK DOHENY SUPPLIES INC	56.50
244213	*	008146	GAIL ANN DOLAN	152.50
244214		001035	DOUGLASS SAFETY SYSTEMS LLC	77.86
244215		000190	DOWNRIVER REFRIGERATION	60.62
244216	*	004302	GERALD DREER	105.00
244217	*	007027	DENISE DUFF	166.75
244218	*	007864	GLEN DUNCAN	170.00
244220		007538	EGANIX, INC.	720.00
244221		004671	ELDER FORD	956.30
244222		MISC	ELI HANEK	193.50
244223		000207	EZELL SUPPLY CORPORATION	400.49
244224		006689	F.D.M. CONTRACTING INC.	3,300.00
244225	*	001589	FBINAA MICHIGAN CHAPTER	350.00
244226	*	000936	FEDEX	351.29
244227	*	000209	LELAND FEISTE	213.75
244229	*	004412	CAROLYN FOLIN	100.00
244230	*	004431	ROBERT FOLIN	100.00
244231	*	007971	JANE FRIEDMAN	157.50
244232	*	005896	DULCE FULLER	175.00
244233	*	007807	G2 CONSULTING GROUP LLC	1,175.00
244234	*	007552	VALERIE GABLER	162.50
244235		MISC	GABRIEL STERN	108.00
244236		007172	GARY KNUREK INC	21.00
244237	*	007545	SARAH GEMMELL	220.00
244238		004678	GIL'S NORTHWOOD COLLISION	678.00
244239		004604	GORDON FOOD	831.33
244240		000249	GUARDIAN ALARM	224.03
244241	*	005800	CHESTER GUILMET	125.00
244242	*	006900	KRISTI HANSEN	165.00

Check Number	Early Release	Vendor #	Vendor	Amount
244243	*	007611	MARTHA HAROLD	145.00
244244		000261	J.H. HART URBAN FORESTRY	22,810.36
244245	*	004307	MARTHA HODGE	201.25
244246	*	003436	RACKELINE J. HOFF	130.00
244248		000331	HUBBELL ROTH & CLARK INC	6,058.92
244249		004837	IDEACORE, LLC	75.00
244250		008074	INDEXX, INC	220.00
244252		007035	INNOVATIVE OFFICE TECHNOLOGY GROUP	201.60
244253		003888	INTERNATIONAL CODE COUNCIL INC	9,600.00
244254		002407	J & B MEDICAL SUPPLY	306.23
244255	*	007973	J.B. CONTRACTORS INC.	222,480.33
244256		003823	JAY'S SEPTIC TANK SERVICE	495.00
244258	*	MISC	JIM HAITAIAN	216.00
244259		003458	JOE'S AUTO PARTS, INC.	455.64
244260		000347	JOHN R. SPRING & TIRE CENTER INC.	786.10
244261	*	006872	WILLIAM DAVID JOHNSON, JR.	109.00
244262	*	008048	JUDITH KEEFER	157.50
244263		000891	KELLER THOMA	2,227.50
244264		004088	KGM DISTRIBUTORS INC	227.00
244265	*	007119	ANDREW KILLIANY	155.00
244266		005350	KLM BIKE & FITNESS INC	276.25
244267		004085	KONE INC	1,953.95
244268		004904	KONICA MINOLTA-ALBIN	40.72
244269		005876	KROPF MECHANICAL SERVICE COMPANY	522.50
244270	*	005053	ANN LARSON	35.00
244271		005550	LEE & ASSOCIATES CO., INC.	162.50
244272		000287	LIGHTING SUPPLY COMPANY	134.25
244273	*	003992	SALLY LOUTON	157.50
244275	*	008172	MANPOWER	1,250.97
244276	*	007064	BARBARA MCINTOSH	157.50
244277		008174	MED SOURCE SERVICES	875.00
244278	*	003133	MARIO MENDOZA	124.64
244279	*	003133	MARIO MENDOZA	124.64
244280	*	007546	MICHAEL MENTHEN	160.00
244281	*	006449	MARIE A. MEREDITH	210.63
244282	*	007550	MARSHA MEREDITH	157.50
244283		000377	MICHIGAN MUNICIPAL LEAGUE	53.70
244284		001887	STATE OF MICHIGAN	91.00
244285		006783	STATE OF MICHIGAN	30.00
244288	*	004515	LESLIE MIO	32.50
244289	*	008187	MISSION POINT RESORT	395.40
244290		006371	MPELRA	500.00
244291		006812	MUNICIPAL ADVISORY COUNCIL OF MI	100.00

Check Number	Early Release	Vendor #	Vendor	Amount
244292		006289	NATIONAL ELEVATOR CONSULTANTS, INC.	2,600.00
244293		MISC	NEAL MARC ALPINER	40.00
244294		006723	NEWMIND GROUP, INC	270.60
244295		003075	NORTH END ELECTRIC	764.12
244296		006359	NYE UNIFORM COMPANY	1,603.95
244297	*	004755	OAKLAND CO FISCAL SVCS.41W	165,876.76
244298	*	000477	OAKLAND COUNTY	211,812.42
244299		007062	OAKLAND COUNTY CITY MANAGERS ASSOC.	165.00
244300		004370	OCCUPATIONAL HEALTH CENTERS	88.00
244304	*	005794	PAETEC	693.46
244305	*	003588	PATRIOT DIAMOND INC.	1,405.00
244306		005688	PEGASUS ENTERTAINMENT	30.10
244308	*	001753	PEPSI COLA	652.77
244309		001277	PHYSIO-CONTROL CORP.	233.65
244310		005501	POISON IVY CONTROL OF MI	5,800.00
244312		004599	QUALIFICATION TARGETS, INC	139.04
244313	*	007995	BARBARA QUART	100.00
244314	*	006497	R.N.A. JANITORIAL, INC	300.00
244315		003447	RAFT	433.00
244316	*	005052	ROBERTA RAYMOND	112.50
244318	*	005870	OBERIA REESE	90.00
244319		007305	REFRIGERATION SERVICE PLUS	697.00
244321	*	004419	LESTER RICHEY	177.50
244322		000495	ROCHESTER LAWN EQUIPMENT CENTER INC	7.53
244323	*	006509	KAREN ROCK	92.50
244324	*	005923	CYNTHIA ROSE	232.50
244325	*	005797	MARTHA ROUSH-LOGUE	172.50
244326	*	003677	GRETA SANDERS	100.00
244327		005759	SCHENA ROOFING & SHEET METAL	465.00
244328		000758	SCHOOLCRAFT COLLEGE	450.00
244329		008020	SELLINGER ASSOCIATES	4,837.50
244330	*	008162	ANNE SEXTON	100.00
244331		003483	SHERWIN WILLIAMS COMPANY	776.21
244333		007881	SIDOCK GROUP INC	15,460.00
244335		008073	SITEONE LANDSCAPE SUPPLY, INC	84.11
244336	*	005533	RUSSELL SMITH	109.00
244339		000260	SPARTAN DISTRIBUTORS INC	423.06
244340	*	006819	MARTHA STENZEL	160.00
244341	*	007121	MARY LEE STOESSEL	167.50
244342	*	005895	ROBERT STOESSEL	216.88
244343		004544	STRYKER SALES CORPORATION	33.20
244344	*	007956	DEBRA STUART	162.50
244345		004355	SYMETRA LIFE INSURANCE COMPANY	28,169.68

Check Number	Early Release	Vendor #	Vendor		Amount
244346	*	007858	TANEKA TATE		132.50
244347		005590	TASER INTERNATIONAL		893.75
244348	*	007994	MARYANNE TORNER		160.00
244349	*	006820	SHIRLEY TRESH		145.00
244350		004379	TURNER SANITATION, INC		95.00
244351	*	008140	JULIE ANN TURNER		157.50
244354		007226	VALLEY CITY LINEN		58.10
244355		000931	VARSITY SHOP		68.10
244357	*	008189	VERIZON WIRELESS		799.91
244358	*	000158	VERIZON WIRELESS		764.06
244359	*	000158	VERIZON WIRELESS		90.12
244360	*	000158	VERIZON WIRELESS		1,230.45
244361	*	000158	VERIZON WIRELESS		371.82
244362		000969	VIGILANTE SECURITY INC		220.50
244363	*	005628	GISELA VON STORCH		100.00
244364		001014	WALKER PARKING CONSULTA	ANTS	1,080.00
244365		005231	WALKER RESTORATION CONS	ULTANTS	2,323.79
244366		006762	WATCHGUARD VIDEO		8,100.00
244367	*	001536	JEFFREY WHIPPLE		237.92
244368		001438	WINDER POLICE EQUIPMENT	1	692.00
244370	*	003890	LAUREN WOOD		525.00
244371	*	007065	ERICA WOODWARD		160.00
244374		006318	FRANK J ZAMBONI CO. INC		21.86
244375		007999	ZEROFRICTION, LLC		173.68
				Sub Total Checks:	\$1,285,689.14
				Sub Total ACH:	\$5,056,761.27
				Grand Total:	\$6,342,450.41

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

Mark Stule

Mark Gerber

Finance Director/ Treasurer

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

Vendor Name	Transfer Date	Transfer Amount
Birmingham Schools	8/16/2016	1,957,637.75
Oakland Couty Treasurer	8/16/2016	2,921,857.52
Automated Benefit Services, Inc.	8/15/2016	177,266.00
	TOTAL	5,056,761.27



MEMORANDUM

Department of Public Services

DATE: August 10, 2016

TO: Joseph A. Valentine, City Manager

FROM: Lauren A. Wood, Director of Public Services

SUBJECT: Ice Show Director Contract

Attached is the proposed one year contract for the Ice Show Director to continue a second year of serving in this capacity for the City of Birmingham for this upcoming season. You will recall this past season we split the Ice Skating Director duties into two contractual positions. One individual served as the Skating Director and one as the Ice Show Manager position. Despite a later than normal start in 2015, this proved to be very successful for the operation. As a result of trying this new format last season, I recommend we continue another ice season with a Contractor as the Ice Show Director for the annual Ice Show. The proposed contract language follows our standard contract language format.

Last season this separate position was new and so was the individual, therefore the position title was Ice Show Manager. We did a recruitment search for this specialized position including conducting interviews of the prospective candidates. As a result, we entered into a contractual agreement on November 16, 2015 with Brenda Willhite, as an Independent Contractor. Last ice season the earnings were approximately \$6,000, working less than ten hours per week. This year the hours are limited to not more than 15 hours per week. Based on approximately thirty-eight weeks the anticipated expense for this position is about \$11,400 for the new ice season.

The Ice Show Director Contract should begin annually during the month of September and runs until after the conclusion of the Ice Show, generally after the third week of May. The contract term is only during the ice skating season. I am proposing a term beginning September 6, 2016 and ending by May 26, 2017. The 2016-2017 Ice Arena season launches this month, so I am proposing the Ice Show Director begins the season effective September 6, 2016 as an Independent Contractor. After the Ice Show a wrap-up and review period occurs with staff. There are a variety of functions and duties to perform in preparation for the Ice Show on a daily basis. A background investigation has been conducted and the Birmingham Police Department found nothing to prohibit entering into such a Contract.

SUGGESTED RESOLUTION:

To approve the Contract for Ice Show Director with Brenda Willhite effective September 6, 2016 up to and including May 26, 2017. Further, to authorize the Mayor and City Clerk to sign the Contract on behalf of the City of Birmingham upon receipt of all required insurances.

ICE SHOW DIRECTOR CONTRACT

This	Contract is entered	into this	day of _		, 2016,	by and
between	Brenda Willhite	_ (hereinafter	called the	"Contractor")	and the	CITY
OF BIRMIN	NGHAM, a Michiga	an Municipal (Corporation,	, whose addres	s is 151	Martin
Street, Birmi	ingham, Michigan 48	8009 ("City").				

RECITALS:

WHEREAS, the City wishes to hire a Director of the Birmingham Ice Show (CONTRACTOR); and,

WHEREAS, CONTRACTOR is willing and able to provide the services and experience for such a Director's position;

NOW, THEREFORE, the parties agree as follows:

1. CONTRACTOR is hereby engaged as the Director of the Birmingham Ice Show. CONTRACTOR shall not work in excess of 15 hours per week without prior written approval from the Director of Public Services.

ANTICIPATED DATES OF CONTRACT TERM:

Tuesday, September 6, 2016 - Friday, May 26, 2017

Ice Show: Friday, May 19, 2017 - Sunday, May 21, 2017

Ice Show Rehearsals: Monday, May 1, 2017 - Thursday, May 18, 2017

The contract period shall commence September 6, 2016 and shall terminate at the end of the day on May 26, 2017. Specific start and end date may vary and will be determined by the Director of Public Services.

TERMINATION CLAUSE:

The City of Birmingham shall give CONTRACTOR 10 days written notice if termination is to occur before end date listed above.

2. CONTRACTOR further agrees to provide a level of performance to achieve the desired results. Such required services will be pursuant to the following rate schedule:

ICE SHOW DIRECTOR RATE:

Hourly Rate: On/Off Ice \$20.00/Hour (Services may also include music production and choreographer) Rate during Ice Show Rehearsals \$20.00/Hour Rate during Tech. /Finale Rehearsals \$20.00/Hour Rate during Ice Show Weekend \$20.00/Hour

- 3. In the performance of Director's duties, CONTRACTOR shall have non-exclusive access to an office/desk work space, telephone, computer and other miscellaneous office equipment (collectively "Equipment"). CONTRACTOR acknowledges and agrees that use of the Equipment is solely for CONTRACTOR'S work associated with the Birmingham Ice Show. Use of the Equipment for any other purpose is strictly prohibited. CONTRACTOR shall ensure at all times that CONTRACTOR is acting as an independent contractor and shall not use the Equipment in any way to signify, suggest or appear that CONTRACTOR is working in any other capacity.
- 4. Independent Contractor. CONTRACTOR and the City of Birmingham ("City") agree that CONTRACTOR is acting as an independent contractor and, as such, shall be liable for CONTRACTOR'S own actions. CONTRACTOR shall not be construed as an employee of the City or the Birmingham Ice Sports Arena. Nothing in this Contract shall be construed to imply a joint venture or partnership and neither party, by virtue of this Contract, shall have right, power or authority to act or create any obligation, express or implied, on behalf of the other party. Neither the City nor the CONTRACTOR shall be construed to be the agent of the other, nor shall either have the right to bind the other in any manner whatsoever, except as may be specifically provided in this Contract, and this Contract shall not be construed as a Contract of agency. The CONTRACTOR shall not be considered entitled or eligible to participate in any benefits or privileges given or extended by 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. Before any payment is made to CONTRACTOR, a billing must be submitted to the Recreation Coordinator.
- 5. <u>Indemnification</u>. 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.

- CONTRACTOR shall procure and maintain during the life of Insurance. this Contract, General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence combined single limit, including General Liability, Personal Injury, Bodily Injury, abuse and property damage acceptable to the City. Said insurance policy shall include an endorsement stating the following shall be Additional Insureds: "The City of Birmingham, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to any coverage that may be available to the additional insured whether any other available coverage is primary, contributing or excess." Said insurance policy shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal shall be sent to: City Manager's Office, City of Birmingham, P.O. Box 3001, 151 Martin Street, Birmingham, Michigan 48012." A certificate of insurance shall be provided to the City at the time this Contract is presented to this City for execution.
 - A. <u>Coverage Expiration</u>: 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.
 - B. <u>Maintaining Insurance</u>: 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.
- 7. <u>Nepotism</u>. 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.

- 8. <u>Settlement of Disputes</u>. 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.
- 9. <u>Rules and Regulations of the City</u>. CONTRACTOR agrees to abide by and obey all rules, regulations, policies and procedures of the City of Birmingham and Ice Arena that may be in force at the time of this contract and which may be amended from time to time that the CONTRACTOR understands that the Director of Public Services or their designee has full authority to enforce said rules. Copies of the rules may be posted throughout the Ice Arena and obtained from the Ice Arena office.
- 10. <u>Background Check</u>. A criminal background check is required prior to City approval of the Contract. CONTRACTOR acknowledges and consents to such a criminal background check and authorizes the City to do so. CONTRACTOR agrees to provide the necessary information needed by the Birmingham Police Department to run the background check.
- 11. In consideration of the acceptance of this Contract with the City through the Birmingham Ice Sports Arena, CONTRACTOR and everyone acting with, by and through CONTRACTOR, do hereby waive, release and forever discharge any and all rights and claims for damages, losses and injuries which CONTRACTOR or CONTRACTOR'S group may have or which may hereafter accrue to them against the City or its officers, Directors, administrators, successors, employees, agents, officials and/or assigns for any and all damages which may be sustained or suffered by CONTRACTOR or its group, organization, in connection with the said association with this Contract.
- 12. <u>No Conflicts with City's Skating Program</u>. While CONTRACTOR is able to perform ice skating instruction services outside of this Contract, either individually or through other entities, CONTRACTOR agrees that as consideration for entering into this Contract with the City, CONTRACTOR is prohibited from developing or participating in ice skating programs and events that are competitive to the City's programs and events.

- 13. <u>Subcontracting</u>. CONTRACTOR shall not subcontract any part of this Contract without the prior written approval of the City.
- 14. <u>Laws.</u> This Contract shall be construed in accordance with the laws of the State of Michigan.
- 15. <u>Modification</u>. No modification of the Contract shall be binding upon the parties unless in writing and signed by both parties.
- 16. <u>Fair Procurement Opportunity</u>: 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.

17. 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.

ICE SHOW DIRECTOR CONTRACT

This	Contract is entered	into this	_ day of _		, 2016,	by and
between	Brenda Willhite	(hereinafter	called the	"Contractor")	and the	CITY
OF BIRMI	INGHAM, a Michiga	an Municipal (Corporation	, whose addres	s is 151	Martin
Street, Birm	ningham, Michigan 48	8009 ("City").				

RECITALS:

WHEREAS, the City wishes to hire a Director of the Birmingham Ice Show (CONTRACTOR); and,

WHEREAS, CONTRACTOR is willing and able to provide the services and experience for such a Director's position;

NOW, THEREFORE, the parties agree as follows:

1. CONTRACTOR is hereby engaged as the Director of the Birmingham Ice Show. CONTRACTOR shall not work in excess of 15 hours per week without prior written approval from the Director of Public Services.

ANTICIPATED DATES OF CONTRACT TERM:

Tuesday, September 6, 2016 - Friday, May 26, 2017

Ice Show: Friday, M

Friday, May 19, 2017 - Sunday, May 21, 2017

Ice Show Rehearsals:

Monday, May 1, 2017 - Thursday, May 18, 2017

The contract period shall commence September 6, 2016 and shall terminate at the end of the day on May 26, 2017. Specific start and end date may vary and will be determined by the Director of Public Services.

TERMINATION CLAUSE:

The City of Birmingham shall give CONTRACTOR 10 days written notice if termination is to occur before end date listed above.

2. CONTRACTOR further agrees to provide a level of performance to achieve the desired results. Such required services will be pursuant to the following rate schedule:

ICE SHOW DIRECTOR RATE:

Hourly Rate: On/Off Ice \$20.00/Hour (Services may also include music production and choreographer) Rate during Ice Show Rehearsals \$20.00/Hour Rate during Tech. /Finale Rehearsals \$20.00/Hour Rate during Ice Show Weekend \$20.00/Hour

- 3. In the performance of Director's duties, CONTRACTOR shall have non-exclusive access to an office/desk work space, telephone, computer and other miscellaneous office equipment (collectively "Equipment"). CONTRACTOR acknowledges and agrees that use of the Equipment is solely for CONTRACTOR'S work associated with the Birmingham Ice Show. Use of the Equipment for any other purpose is strictly prohibited. CONTRACTOR shall ensure at all times that CONTRACTOR is acting as an independent contractor and shall not use the Equipment in any way to signify, suggest or appear that CONTRACTOR is working in any other capacity.
- 4. Independent Contractor. CONTRACTOR and the City of Birmingham ("City") agree that CONTRACTOR is acting as an independent contractor and, as such, shall be liable for CONTRACTOR'S own actions. CONTRACTOR shall not be construed as an employee of the City or the Birmingham Ice Sports Arena. Nothing in this Contract shall be construed to imply a joint venture or partnership and neither party, by virtue of this Contract, shall have right, power or authority to act or create any obligation, express or implied, on behalf of the other party. Neither the City nor the CONTRACTOR shall be construed to be the agent of the other, nor shall either have the right to bind the other in any manner whatsoever, except as may be specifically provided in this Contract, and this Contract shall not be construed as a Contract of agency. The CONTRACTOR shall not be considered entitled or eligible to participate in any benefits or privileges given or extended by 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. Before any payment is made to CONTRACTOR, a billing must be submitted to the Recreation Coordinator.
- 5. <u>Indemnification</u>. 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.

- CONTRACTOR shall procure and maintain during the life of 6. Insurance. this Contract, General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence combined single limit, including General Liability, Personal Injury, Bodily Injury, abuse and property damage acceptable to the City. Said insurance policy shall include an endorsement stating the following shall be Additional "The City of Birmingham, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to any coverage that may be available to the additional insured whether any other available coverage is primary, contributing or excess." Said insurance policy shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal shall be sent to: City Manager's Office, City of Birmingham, P.O. Box 3001, 151 Martin Street, Birmingham, Michigan 48012." A certificate of insurance shall be provided to the City at the time this Contract is presented to this City for execution.
 - A. <u>Coverage Expiration</u>: 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.
 - B. <u>Maintaining Insurance</u>: 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.
- 7. <u>Nepotism</u>. 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.

- 8. <u>Settlement of Disputes</u>. 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.
- 9. <u>Rules and Regulations of the City</u>. CONTRACTOR agrees to abide by and obey all rules, regulations, policies and procedures of the City of Birmingham and Ice Arena that may be in force at the time of this contract and which may be amended from time to time that the CONTRACTOR understands that the Director of Public Services or their designee has full authority to enforce said rules. Copies of the rules may be posted throughout the Ice Arena and obtained from the Ice Arena office.
- 10. <u>Background Check</u>. A criminal background check is required prior to City approval of the Contract. CONTRACTOR acknowledges and consents to such a criminal background check and authorizes the City to do so. CONTRACTOR agrees to provide the necessary information needed by the Birmingham Police Department to run the background check.
- 11. In consideration of the acceptance of this Contract with the City through the Birmingham Ice Sports Arena, CONTRACTOR and everyone acting with, by and through CONTRACTOR, do hereby waive, release and forever discharge any and all rights and claims for damages, losses and injuries which CONTRACTOR or CONTRACTOR'S group may have or which may hereafter accrue to them against the City or its officers, Directors, administrators, successors, employees, agents, officials and/or assigns for any and all damages which may be sustained or suffered by CONTRACTOR or its group, organization, in connection with the said association with this Contract.
- 12. <u>No Conflicts with City's Skating Program</u>. While CONTRACTOR is able to perform ice skating instruction services outside of this Contract, either individually or through other entities, CONTRACTOR agrees that as consideration for entering into this Contract with the City, CONTRACTOR is prohibited from developing or participating in ice skating programs and events that are competitive to the City's programs and events.

- 13. <u>Subcontracting</u>. CONTRACTOR shall not subcontract any part of this Contract without the prior written approval of the City.
- 14. <u>Laws</u>. This Contract shall be construed in accordance with the laws of the State of Michigan.
- 15. <u>Modification</u>. No modification of the Contract shall be binding upon the parties unless in writing and signed by both parties.
- 16. *Fair Procurement Opportunity*: Procurement for the City of Birmingham will be handled in a manner providing fair opportunity for all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the City of Birmingham.

17. 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:	
By: I	3renda Willhite
Бу. ф	CONTRACTOR
	CARTA OF DAD ANGLE A
	CITY OF BIRMINGHAM
<u></u>	By:
	Rackeline J. Hoff
	Its: Mayor
	By:
	Laura Pierce
	Its: City Clerk
Approved:	
	4/
Challette	rolly by Vuen
Joseph A. Valentine, City Manager	Timothy J. Currier, City Attorney
(Approved as to substance)	(Approved as to form)
(Approved to the succession)	
and a Wood	MININUM
Lauren A. Wood, Director of Public Services	Mark Gerber, Director of Finance



U.S. Figure Skating Coach Compliance

Brenda Willhite

Regular Member Valid Thru: 6/30/2017 Background Check Status: Green Light

CER Category: B

Insurance: Verified

PSA Membership: 6/30/2017



Service Report (Summary)

Client Information

Completion Date: 6/27/2016

Legal Name:

WILLHITE, BRENDA KAY

Registrant Information

ID Number:

5365-6012-8135-2095

Date of Birth:

XX/XX/1971

SSN:

XXX-XX-XX96

Gender:

Current Address: CLINTON TOWNSHIP, MI

FEMALE

Account:

U.S. FIGURE SKATING

Self Reg. #:

72791397 - Coach/Membership

Service Level:

Full-Service

Term Length:

12/24

Registration Date: 6/22/2016

Service Components

Check-it-Twice™

National Criminal

OFAC

SSN Validation Address Trace SOR records search

County Records Search

WILLHITE, BRENDA KAY - MACOMB, MI

Determination Information This report is not an approval or denial of participation. Please consult with your organization regarding participation status.

Determination Type

Primary Determination

Determination Date

Background Check

GREEN LIGHT

6/27/2016

Report Disclaimers

This report has been prepared for the permitted purpose of determining whether to retain the applicant as a volunteer, employee, coach, board member, staff, official, or any other authorized representative. This report shall not be used in violation of the terms of the effective Data Access Agreement/Service Agreement nor any law or regulation. The content of this report is provided subject to the Terms of Use Agreement on the NCSI website which is incorporated here by reference. This report shall not be resold, sublicensed, delivered, or displayed in any way or used by a third party. All information in this report shall remain confidential. If this report is intended to be used for employment screening purposes, NCSI recommends consultation with legal counsel to review the screening criterion to ensure compliance with applicable employment related laws.

Permissible Purpose

The federal Fair Credit Reporting Act imposes criminal penalties-including a fine, up to two years in prison, or both against anyone who knowingly and willfully obtains information on a consumer from a consumer reporting agency under false pretenses, and other penalties for anyone who obtains such information without a permissible purpose

- Disclaimer Source: Fair Credit Reporting Act

NCSI Report Disclaimer

NOTE: THE ACCURATE INPUT OF NAME, SSN, DATE OF BIRTH AND ADDRESS IS REQUIRED TO IMPROVE THE RETRIEVAL OF INFORMATION RELATING TO THE REGISTRANT/APPLICANT. While a public record may have been found with elements matching the information presented by your registrant/applicant and these records are obtained from government public record sources, the ACCURACY OR COMPLETENESS OF THE INFORMATION IS NOT GUARANTEED. Information contained herein should not be the sole determining factor in evaluation of the individual. This report is submitted in STRICT CONFIDENCE and, except where required by law, no information provided in this report may be revealed directly or indirectly to any person except to one whose official duties require them to pass on the transaction in relation to which this report was ordered. (County felony criminal records are checked at the court of general jurisdiction only. Felony records are typically housed in one location, however, jurisdictional variations may occur.) Remember, you must comply with your obligations under the federal Fair Credit Reporting Act, your Data Access Agreement, and the other applicable federal, state and local laws

The SSN/Name/Address history product may be used exclusively to identify potential previous names and addresses the registrant/applicant may have used and to obtain their date of birth and verify their Social Security Number. The results of this search shall not be used directly for the purpose of making employment decisions. However, the results may be used to broaden the scope of the background checks to include additional jurisdictions and names beyond those that the registrant/applicant disclosed and to narrow the background check by including their date of birth in those cases

Report Date: 6/27/2016 2:21:46 PM

CERTIFICATE OF INSURANCE

DATE: 8/15/2016

CERTIFICATE NUMBER: 20160815022520

AGENCY:

ESIX 3 LLC d/b/a Entertainment & Sports Insurance eXperts (ESIX) d/b/a Entertainment and Sports Insurance Agency (California) 2727 Paces Ferry Road, Building Two, Suite 1500 Atlanta, GA 30339 678-324-3300 (Telephone) 678-324-3303 (Facsimile)

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

NAMED INSURED:

Professional Skaters Association 3006 Allegro Park SW Rochester MN 55902

Brenda Wilhite 38801 Holiday Circle East Apt 1 Clinton Township MI 48035 INSURERS AFFORDING COVERAGE:

INSURER A: National Casualty Co. NAIC #: 11991

POLICY/COVERAGE INFORMATION:

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

IN3	TYP	E OF INSURANCE:	POLICY NUMBER(S):	EFFECTIVE:	EXPIRES:	LIMITS:			
A	A GENERAL LIABILITY								
	x	Occurrence	KRO0000008342800	7/1/2016 12:01 AM	7/1/2017 12:01 AM	GENERAL AGGREGATE (Per Coach) \$			
	X	Participant Legal Liability		12.017.00	12.01741	EACH OCCURRENCE	\$1,000,000		
	X	X Professional Liability				DAMAGE TO RENTED PREMISES (Each Occ.)	\$1,000,000		
						MEDICAL EXPENSE (Any one person)	EXCLUDED		
						PERSONAL & ADV INJURY	\$1,000,000		
						PRODUCTS-COMP/OP AGG	\$5,000,000		
	X	Professional Liability				MEDICAL EXPENSE (Any one person) PERSONAL & ADV INJURY	\$1,000,		

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS:

The certificate holder is an additional insured but only with respect to liability arising out of the operations of the named insured as per Form KR-GL-56(4/07): Additional Insureds Owners and/or Lessors of Premises, Sponsors or Co-Promoters

EXCLUSION-DESIGNATED OPERATIONS: Non USA-based instructors/instruction & Office Premises Liability

The General Llability policy includes \$1,000,000 Each Occurrence / \$2,000,000 Aggregate Abuse or Molestation Coverage.

CERTIFICATE HOLDER:

City of Birmingham, including all elected and appointed officials, all employees and volunteers, all board members, commissions and/or authorities and board members, including employees and volunteers thereof. 151 Martin Street P.O. Box 3001

Birmingham MI 48012

NOTICE OF CANCELLATION:

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

AUTHORIZED REPRESENTATIVE:

Mikeffinie



MEMORANDUM

Human Resources

DATE: August 12, 2016

TO: Joseph A. Valentine, City Manager

FROM: Yvonne Taylor, HR Manager

SUBJECT: Certification of Compliance with State of Michigan Public Act 152

of 2011

Background

Since 2012, Michigan public employers have annually certified compliance with Public Act 152—Publicly-funded Health Insurance Contribution Act—in order to maintain eligibility for state funding. Previously, this was a requirement for statutory revenue sharing disbursements tied to the Economic Vitality Incentive Program (EVIP) which has been discontinued. Now, MDOT uses PA 152 compliance for distribution of federal funds. Certification of compliance is required by September 30th of each year to quarantee eligibility for road funding in the current fiscal year.

Alternatives for Compliance

A local unit of government may comply with the Act by adopting any one of the following:

- 1. Adopt a limitation on flat dollar amounts of employee medical costs by establishing the hard dollar caps set forth by the Michigan Department of Treasury for single coverage, 2-person coverage, and family coverage.
- 2. Adopt a limitation on a percentage of the total annual medical costs by establishing a maximum employer contribution of 80%.
- 3. Opt-out by exempting itself from the requirements of the Act by 2/3 vote of the governing body.

Considerations

Since 2012, the City has elected to exempt itself from the requirements of the Act as its compliance alternative. This has been due to employee concessions in health care, which were initiated several years ago with increased cost sharing on the part of employees through increasing deductibles, co-insurance and co-pays. This has continued, and is continuing, with the objective of managing health care costs.

HR Recommendation

HR recommends a continuation of the current strategy with the City certifying compliance with Public Act 152 by selecting the exemption alternative for the 2016 year. A 2/3 vote by the City Commission is required.

SUGGESTED RESOLUTION:

To authorize the city's compliance with the provisions of State of Michigan Public Act 152 of 2011, by exercising the City's option to exempt itself from the requirements of the Act; and further, directing the Finance Director to submit the required form with the Michigan Department of Transportation.

Michigan Department Of Transportation 2068 (12/14)

PUBLIC ACT 51, SECTION 18j, MCL 247.668j Annual Certification of Employee-related Conditions

		CERTIFICATION	YEAR	
	CITY OR VILLA	GE NAME		
ection 1 nployee nefits a ntribution	8j(1) of Public Act 51 of 195 compensation plan for its e re offered to its employees	1, MCL 248.668j(1). mployees as describe or elected public offic	A local road agency mu ed OR (b) the local road a ials in compliance with the	cation must be made for compliance to ust certify that it has (a) developed an agency must certify that medical be publicly funded health insurance ical benefits to its employees or
	Compliance with(1)(a) I certify compliance with MCL Our compensation plan for en		imum criteria of MCL 247.6	68j (a)(i - iv).
	Compliance with (1)(b) I certify compliance with MCL	247.668J(1)(b), and as	such, offer one of the follow	ving:
	☐ I certify that medical benef the publically funded healt			als in compliance with
	☐ I certify that the local road act, 2011 PA 152; or	agency has exempted i	tself from the publically fund	ded health insurance contribution
	☐ I certify that medical benef	its are not offered to en	nployees or elected public o	fficials.
	Non-compliance with (1)(a) or I certify that we are not in com I understand that failure to copart of the distributions made	ipliance with MCL 247.6 mply with certification of	f (a) or (b) of MCL 247.668j	(1) may result in the withholding of all or cortation Fund.
This fo	rm must be signed by the Stree	et Administrator and the	Treasurer or Financial Dire	ctor.
SIGN	ATURE		SIGNATURE	
PRIN	TED NAME		PRINTED NAME	
TITLE		DATE	TITLE	DATE

Due Each September 30

Return the completed form to:

Michigan Department of Transportation, Financial Operations Division, P.O. Box 30050, Lansing, MI 48909, **OR**Email to: Mbot-outreach@michigan.gov, **OR**

Fax to: (517) 373-6266



MEMORANDUM

Building Maintenance Department

DATE: August 17, 2016

TO: Joseph A. Valentine, City Manager

FROM: Carlos Jorge, Building Superintendent

SUBJECT: New Make-up Air Unit Replacement at the Adams Fire Station

Over the winter of 2015/ 2016, the Adams Fire Station experienced a very challenged difficulty to maintain the normal operation of the Make-up Air Unit located in the roof of Adams fire Station building. We had been monitoring the Make- up Air Unit. This unit consists of heating unit for the apparatus were all emergency vehicles are parked.

This Air Handler Unit serves the entire apparatus. This Unit was originally installed in 1998.

All fire trucks, EMS and other emergency vehicles that are parked in the apparatus needs to be protected from the weather and maintained to a comfortable temperature to be able to help and serve all residents and the City of Birmingham community.

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 replacement parts is difficult.

The City has contacted a mechanical engineer and it was hired to prepare the specifications and, blue prints, and to provide recommendations for the replacement of the existing make-up air unit.

On June 29, 2016, the City went to bid for a professional firm to furnish a new Make-up Air Unit including all labor, materials, and equipment required for the installation for a new Make-up Air Unit for the Adams Fire Station located in the City of Birmingham.

Invitations to bid were submitted to MITN (Michigan Inter-Governmental Trade Network) and who notified to forty two companies. Interested firms were required to register to attend a mandatory pre-bid meeting. The pre-bid meeting was held on July 14, 2016 to review, tour the facility, and answer any questions regarding the request for proposal. Seven firms attended the pre-bid meeting and the City received four bids on the bid due date of August 8, 2016.

BID AMOUNT
\$ 69,000.00
\$ 61,980.00
\$ 58,459.00
\$ 53,078.00

1

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 New Make-up Air Unit Replacement at the City of Birmingham.

It is recommended to award the contract for the New Make-up Air Unit Replacement for the Adams Fire Station located at the City of Birmingham to Engineered Climate L.L.C. for \$53,078.00 consistent with the bid specifications.

Once this contract is awarded, the contractor will order the New Make-up Air Unit and the work will take approximately one week to be completed.

Funds for this project were not budgeted in the 2016-2017 fiscal year budget and a budget amendment will be necessary.

SUGGESTED RESOLUTION:

To approve the agreement with Engineered Climate L.L.C. in the amount not to exceed \$53,078.00 to replace a New Make-up Air Unit Replacement for the Adams Fire Station located at City of Birmingham; further to charge the expenditure to the Fire Building Improvement account number 101-336.000-977.000; further to approve the appropriation and amendment to the 2016-17 General Fund budget as follows:

General Fund

Revenues:

Draw from Fund Balance

101-000.000-400.0000 \$53,078
Total Revenue \$53,078

Expenditures:

Fire Department-Building Improvement

101-336.000-977.0000 <u>\$53,078</u>
Total Expenditures <u>\$53,078</u>

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



REQUEST FOR PROPOSALS For A New Make-up Air Unit Replacement at the City Of Birmingham

Sealed proposals endorsed <u>"New Make-up Air Unit"</u>, will be received at the Office of the City Clerk, 151 Martin Street, PO Box 3001, Birmingham, Michigan, 48012; until 2:00 p.m., Thursday August 4, 2016 after which time bids will be publicly opened and read.

Bidders will be required to attend a mandatory pre-bid meeting on July 14, 2016 at 9:00 a.m., at the Adams Fire Station Building Located at 572 N. Adams St. Birmingham, MI 48009, Adam Training Room.

Bidders must register for the pre-bid meeting by July 13, 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 Make-up Air Unit, all labor, materials, and equipment required for the installation for a new Make-up Air Unit for the Adams Fire Station building 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 Intergovernmental 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: June 29, 2016

Mandatory Pre-Bid Meeting: Tuesday July 14, 2016 at 9:00 a.m.

Adams Fire Station Building

572 N. Adams St., Birmingham, MI 48009

Adams Training Room.

Deadline for Submissions: 2:00 p.m. on Thursday, August 4, 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 New Make-up Air Unit Replacement at the City Of Birmingham Contents

<u>INTRODUCTION</u>	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
<u>CITY RESPONSIBILITY</u>	7
SETTLEMENT OF DISPUTES	7
<u>INSURANCE</u>	
CONTINUATION OF COVERAGE	7
EXECUTION OF CONTRACT	7
<u>INDEMNIFICATION</u>	7
CONFLICT OF INTEREST	8
EXAMINATION OF PROPOSAL MATERIALS	8
PROJECT TIMELINE	8
SCOPE OF WORK	8
ATTACHMENT A - AGREEMENT	. 10
ATTACHMENT B - BIDDER'S AGREEMENT	. 16
ATTACHMENT C - COST PROPOSAL	. 17
ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM	. 18
ATTACHMENT E - Blue Print for the Adams Fire Station New Make-up Air Unit	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 Make-up Air Unit, all labor, materials, and equipment required for the installation for a new Make-up Air Unit for the Adams Fire Station building 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 August 12, 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 Make-up Air Unit, all labor, materials, and equipment required for the installation for a new Make-up Air Unit for the Adams Fire Station building 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 July 14, 2016 at 9:00 a.m., at the Adams Fire Station Building at Adams Training Room located at 572 N. Adams St, Birmingham, MI 48009. Bidders must register for the pre-bid meeting by July 13, 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 August 4, 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, "New Make-up Air Unit". 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

- 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 <u>in writing</u> 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, <u>no later than 5 days prior to the deadline for submissions</u>.
- 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 email 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

- 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.
- 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.(If applicable)
- 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 September 23, 2016.

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

SCOPE OF WORK

The Contractor shall provide the all equipment and perform the following services in accordance with the requirements as defined and noted by the Mechanical Engineer Drawings and Specifications outlined in Attachment F, (p.19) or as otherwise noted herein:

M-000	Legends, Symbols, & Abbreviations.
MD-100	Mechanical First Floor Demolition Plan.
MD-101	Mechanical Roof Demolition Plan.
M-100	Mechanical First Floor First Floor New Work Plan
M-101	Mechanical Roof Level New Work Plan.
M-200	Schedules, Details, and Diagrams.
M-300	Specifications.

The contractor will be responsible for acquiring electrical and mechanical permits and call for the inspections from the City of Birmingham at no cost to the contractor.

The work must be performed during regular business hours or on a Saturday with prior notification and approval by the City.

The Contractor will be responsible for getting approval for the comparable Make-up Air unit from the Mechanical Engineer at their cost.

The Contractor will be responsible for removing the existing Make-up Air Unit out of the roof and dispose of all components in a safe and legal manner.

The Contractor will be responsible for transporting the new Make-up Air Unit to the roof space.

The Contractor shall operate in a safe manner and will observe all MIOSHA guidelines.

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

The Engineer will be responsible to answer any requests for information about the construction documents.

The Contractor shall provide any and all equipment manuals and warranty information related to this project to the City upon completion of the project.

This section and referenced documents shall constitute the Scope of Work for this project and as such all requirements must be met.

The Contractor will be responsible for the proper operation of the new Make-up Air Unit.

ATTACHMENT A - AGREEMENT

For A New Make-up Air Unit Replacement at the City Of Birmingham

Str ha	This AGREEMENT, made thisday of, 2016, by and tween CITY OF BIRMINGHAM, having its principal municipal office at 151 Martin reet, Birmingham, MI (hereinafter sometimes called "City"), and, Inc., ving its principal office at (hereinafter called "Contractor"), ovides as follows:
	WITNESSETH: WHEREAS, the City of Birmingham, through its Maintenance Department, is sirous of having work completed to remove and replace an existing Make-up Air Unit the Adams St. Fire Station in the City of Birmingham.
and Fire	WHEREAS, the City has heretofore advertised for bids for the procurement and rformance of services required to furnish a new Make-up Air Unit, all labor, materials, d equipment required for the installation for a new Make-up Air Unit for the Adams e Station building located in the City of Birmingham, and in connection therewith has epared a request for sealed proposals ("RFP"), which includes certain instructions to Iders, specifications, terms and conditions.
fur ins	WHEREAS, the Contractor has professional qualifications that meet the project quirements and has made a bid in accordance with such request for cost proposals to nish a new Make-up Air Unit all labor, materials, and equipment required for the stallation for a new Make-up Air Unit for the for the Adams Fire Station building sated in the City of Birmingham.
un	OW, THEREFORE, for and in consideration of the respective agreements and dertakings herein contained, the parties agree as follows: It is mutually agreed by and between the parties that the documents consisting of the Request for Proposal to furnish a new Make-up Air Unit, all labor, materials, and equipment required for the installation for a new Make-up Air Unit for the Adams fire Station Building 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. <u>Workers' Compensation Insurance</u>: 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. <u>Commercial General Liability Insurance</u>: 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. <u>Additional Insured</u>: 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. <u>Professional Liability</u>: 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. <u>Pollution Liability Insurance</u>: 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. <u>Cancellation Notice</u>: 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. <u>Proof of Insurance Coverage</u>: 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.
 - 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. <u>Coverage Expiration</u>: 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. <u>Maintaining Insurance</u>: 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. seg., 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
	Ву:
	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 New Make-up Air Unit 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 New Make-up Air Unit 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 PROPOSA	AL
ITEM	BID AMOUNT
Indirect gas-fired Make-up Air Unit Model #Rupp R2-IBT-600 or equal approved by Mechanical Engineer	\$
Gas-fired Infra-red heaters as spec in the Blue Print	
Materials & Equipment	\$
Labor	\$
Miscellaneous (Attach Detailed Description)	\$
TOTAL BID AMOUNT	\$
ADDITIONAL BID IT	TEMS
	\$
	\$
GRAND TOTAL AMOUNT	\$

Firm Name	
Authorized signature	Date

ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM For A New Make-up Air Unit 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
ADDICESS	THORE
NAME OF PARENT COMPANY	PHONE
ADDRESS	
TAXPAYER I.D.#	

ATTACHMENT E – Blue Print for Adams Fire Station For A New Make-up Air Unit Replacement at the City Of Birmingham

MECHANICAL ABBREVIATIONS

ABBREVIATIONS USED ON DRAWINGS IN GENERAL ARE LISTED BELOW. REFER TO CSI DOCUMENT TD 2-4 DATED NOVEMBER 1986 FOR ANY ABBREVIATION USED ON THE DRAWINGS BUT ARE NOT LISTED BELOW.

FLOOR DRAIN FIRE DAMPER TYPE FLUE EXHAUST VENT FINISH FLOOR FLOOR FLOOR FRESH AIR FUEL OIL RETURN FUEL OIL SUPPLY FUEL OIL VENT FIRE PROTECTION FEET PER MINUTE FEET FURNACE GAS (NATURAL) GAUGE GALLON GALVANIZE(D)	8 7 7 7 7 7 7 7 7 7 7	DISCH DISCH DISCHARGE DLR DOUBLE LOUVER REGISTER DT DRAWING DWG DRAWING EF—# EXHAUST FAN EFF EG—# EXHAUST GRILLE ELEV ELEVATION ELEC ELEVATOR EMD EMER EMER EMERGENCY		CHILLED CHILLED CENTERLI CENTERLI CELLING CORRUGA CLEAN OI CONDENS R CONSTRU CONSTRU CONDENS CONDENS CORC PUN	ME EXI RIC DAI FT DAM ORSEPC OF DUC OF DUC OR	AIR CONDITION AIR COOLED AIR COOLED AIR CONDITIO ABOVE FINISH AIR FLOW ME AIR HANDLING 2" THICK ACO ALTERNATIVE AMBIENT ACCESS PANE X APPROXIMATE ACID RESISTA ARCHITECT(UF AIR TEMPERA- AIR TEMPERA- AIR TURNING AUTOMATIC
SPEC(S) SPECIFICATION(S) STD STANDARD T.A.D. TRANSFER AIR DUCT TC TEMPERATURE CONTROL TXV THERMAL EXPANSION VALVE TYP UNIT HEATER UON UNIT VENTILATOR V VALVE VAC VACUUM	REVOLUTIONS PER MINUTE REFRIGERANT SUCTION ROUND SUPPLY DIFFUSER SUPPLY AIR SANITARY WASTE SCHEDULE SUPPLY DIFFUSER SUPPLY AIR GRILLE SHEET SIMILAR	RETURN ROOM AII RADIATION RETURN REINFORG ROOF DR REGISTER RECIRCUI REFRIGER REFRIGER REFRIGER ROOM RADIANT	R PR	MANHOLE MINIMUM MISCELLANI MEDIUM PR MOUNTED NOT IN CO NATURAL G NUMBER NOMINAL NOT TO SC OUTSIDE A OUTSIDE D OPENING	KIT KITCHEN KW KILOWATT LAV LENGTH/LONG LAV LAVATORY LP LIQUID PETROLEUM LPS LOW PRESSURE STEAM RETURN LVR LOUVER MAX MAXIMUM MECH MECHANICAL MFR MANUFACTURER	GPM GALLONS PER MINUTE H HEIGHT/HIGH HDG HEAVY DUTY GRILLE HDWE HARDWARE HHWR HEATING HOT WATER RETURN HHWP HEATING HOT WATER SUPPLY HHWP HEATING HOT WATER PUMP HP HORSEPOWER HPR HIGH PRESSURE STEAM SUPPLY HRU HEATER HVAC HEATING/VENTILATING/AIR CONDITIONING HW HOT WATER (DOMESTIC) ID INSIDE DIAMETER INCIN INSULATION/INSULATE INTERIOR INTERIOR INTERIOR
	HIGH EFFICIENCY 1 W/DAMPER. TYPICA ALL FLEX AND RIG DUCT TAKEOFFS. CEILING FLEXIBLE DUCTWORK MAX. 5' IN LENGTH NOTE:	14"ø	736"x18" 36"x12" BOT 36"x12" REC		SUPI DIME 1ST 2ND ALL SUPI	VAV VARIABLE AIR VOLUME VB VOLUME DAMPER VEL VELOCITY VIF VERIFY IN FIELD VTR VENT-THRU-ROOF VARIABLE VOLUME BOX W WITH W/O WITH W/O WITH WC-# WATER BULB TEMPERATURE WC.O. WALL CLEANOUT WH-# WATER HEATER SYMBOL
	ALL SYMBOLS WAY NOT BE USED ALL SYMBOLS WAY NOT BE USED M M	ELBOW UP DIMENSION DESCRIPTION: 14"\$\phi = ROUND DUCT 24"x12" FO = FLAT OVAL DUCT ELBOW DOWN ELBOW - RADIUS (R) = 1.5 TIMES DIAMETER OF DUCT	TRANSITION (SLOPE ON TOP) C———————————————————————————————————	AUST/RETURN AIR ELBOW DOWN BLE SIDE TRANSITION SITION SLOPE SPECIFICATION: MUM SLOPE = 15* SIZES IN INCHES SLE SIDE TRANSITION	NSION DESCRIPTION: NSION DESCRIPTION: FIGURE = SIDE SHOWN FIGURE = SIDE NOT SHOWN SIZES IN INCHES PLY AIR ELBOW DOWN PLY AIR ELBOW DOWN	MECHANICAL SYMBOLS SYMBO SYMBO

NO SCALE	SCHEDULES, DETAILS, AND DIAGRAMS	M-200
1/8"=1'-0"	MECHANICAL ROOF LEVEL NEW WORK PLAN	M-101
1/8"=1'-0"	ME-100 MECHANICAL AND ELECTRICAL FIRST FLOOR NEW WORK PLAN	ME-100
1/8"=1'-0"	MD-101 MECHANICAL ROOF LEVEL DEMOLITION PLAN	MD-101
1/8"=1'-0"	MED-100 MECHANICAL AND ELECTRICAL FIRST FLOOR DEMOLITION PLAN	MED-100
NO SCALE	LEGEND, SYMBOLS, & ABBREVIATIONS	M-000
SCALE	SHEET TITLE	SHT No.
	MECHANICAL DRAWING INDEX	

19821 Farmington Road Livonia, Michigan 48152 PH: 248.482.0045 PH: 248.482.0052 mail:sa@sellingerassociates.c

Sellinger
Associates
Incorporated

GLOBE VALVE

GATE VALVE

DESCRIPTION

- | | 프 **/AC GENERAL NOTES:**

COORDINATE NEW DUCTWORK & PIPING WITH EXISTING SITE CONDITIONS, EQUIPMENT MANUFACTURERS, AND ALL OTHER TRADES TO AVOID INTERFERENCES.

PLUG VALVE

MOTOR OPERATED VALVE

SOLENOID VALVE

COMBINATION BALANCE VALVE & FLOW METER

BALANCING VALVE

CHECK VALVE

BALL VALVE

PROVIDE ACCESS AROUND ALL NEW EQUIPMENT PER MANUFACTURERS RECOMMENDATIONS. PROVIDE ACCESS PANELS AS REQUIRED. COORDINATE FINAL LOCATION WITH ARCHITECT.

ALL CORING THROUGH FLOORS SHALL BE BY MECHANICAL CONTRACTOR.

Seal/Registration

- ALL DUCTWORK & PIPING SHALL BE ROUTED AS HIGH AS POSSIBLE, UNLESS OTHERWISE NOTED. COORDINATE ROUTING WITH OTHER TRADES TO AVOID INTERFERENCES. ISOLATION VALVES, BALANCING VALVES, AND CONTROL VALVES SHALL BE NO MORE THAN 3'-6" ABOVE FINISHED CEILING.

 BALANCE AIR AND WATER SYSTEMS TO INDICATED FLOW RATES.

 DUCT SIZES TO DIFFUSERS SHALL MATCH NECK SIZE OF EACH.

 REFER TO SCHEDULE SHEET M-200.

- PIPING AND DUCTWORK SHALL BE INSULATED PER SPECIFICATIONS

STRAINER

THERMOMETER

PRESSURE REGULATOR VALVE

PRESSURE RELIEF VALVE

CONTROL VALVE

BUTTERFLY VALVE

THREE WAY CONTROL VALVE

- ALL PIPING AND DUCTWORK SHALL BE CONCEALED IN WALLS AND/OR CEILING SPACE UNLESS OTHERWISE INDICATED.
 SEAL ALL PENETRATIONS THROUGH WALLS PER SPECIFICATIONS.
- COORDINATE EXACT LOCATIONS OF DIFFUSERS AND RETURN/EXHAUST GRILLES WITH ARCHITECTURAL AND ELECTRICAL REFLECTED CEILING PLAN.
- COORDINATE ROOM SENSOR(S) & T-STAT(S) LOCATIONS WITH ENGINEER. ALL FIRE DAMPERS SHALL BE DYNAMIC UNLESS OTHERWISE NOTED.

CITY OF
BIRMINGHAM
FIRE DEPT.
MAKE-UP AIR UNIT
REPLACEMENT

PROJECT TITLE

REMOVE

CONNECT TO EXISTING

PIPE TURNED UP

FLEXIBLE CONNECTOR

PRESSURE GAGE WITH COCK

CAP OFF EXISTING

- REMOVE EXISTING MECHANICAL SERVICES AND EQUIPMENT AS INDICATED AND/OR DESCRIBED ALONG WITH SUPPORTS, HANGERS, CONTROLS AND ALL RELATED ACCESSORIES.
- ALL ITEMS ON DEMOLITION PLAN SHALL BE CONSIDERED TO BE EXISTING UNLESS OTHERWISE NOTED.
- FIELD VERIFY EXACT SIZE AND LOCATION OF ALL EXISTING SERVICES PRIOR TO DEMOLITION.
- COORDINATE SHUTDOWN OF ANY EXISTING SYSTEMS WITH THE BUILDING SERVICES PERSONNEL.

572 S ADAMS RD Bitamingham, mi 48009

SHEET TITLE

- 1. REMOVE EXISTING MECHANICAL SERVICES AND EQUIPMEN ALONG WITH SUPPORTS, HANGERS, CONTROLS AND ALL RE
 2. ALL ITEMS ON DEMOLITION PLAN SHALL BE CONSIDERED TO
 3. FIELD VERIFY EXACT SIZE AND LOCATION OF ALL EXIS
 4. COORDINATE SHUTDOWN OF ANY EXISTING SYSTEMS WHERE DUCT AND/OR PIPE INSULATION HAS BEEN DAREPAIR INSULATION AS REQUIRED TO MATCH EXISTING.
 6. ALL ITEMS REMOVED SHALL REMAIN THE PROPERTY OR RIGHTS ARE WAIVED. REFER TO SPECIFICATIONS.
 7. LIMITS OF DEMOLITION ARE INDICATED ON THE DRAWING CONDITIONS REQUIRE MODIFICATIONS OF THESE LIMITS WHERE DUCT AND/OR PIPE INSULATION HAS BEEN DAMAGED, THE CONTRACTOR SHALL REPAIR INSULATION AS REQUIRED TO MATCH EXISTING.
- ALL ITEMS REMOVED SHALL REMAIN THE PROPERTY OF THE OWNER UNLESS POSSESSION RIGHTS ARE WAIVED. REFER TO SPECIFICATIONS.

PIPE OUT BOTTOM

PIPE OUT TOP

PIPE TURNED DOWN

LIMITS OF DEMOLITION ARE INDICATED ON THE DRAWINGS. SHOULD EXISTING FIELD CONDITIONS REQUIRE MODIFICATIONS OF THESE LIMITS FOR THE PROPER INSTALLATION OF NEW WORK, THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUCH MODIFICATIONS.

PLUMBING GENERAL NOTES:

- SEE ARCHITECTURAL DRAWINGS FOR EXACT LOCATION OF ALL PLUMBING FIXTURES. COORDINATE ALL LOCATION, SIZE AND ELEVATIONS OF ALL SLEEVES THROUGH WALLS AND SLABS WITH STRUCTURAL AND ARCHITECTURAL DRAWINGS.
- COORDINATE NEW PIPING WITH EXISTING SITE CONDITIONS, EQUIPMENT MANUFACTURERS, AND ALL OTHER TRADES TO AVOID INTERFERENCES.
- PROVIDE ACCESS AROUND ALL NEW EQUIPMENT PER MANUFACTURERS RECOMMENDATIONS.

- ALL CORING THROUGH FLOORS SHALL BE BY MECHANICAL CONTRACTOR.
 ALL PIPING SHALL BE ROUTED AS HIGH AS POSSIBLE, UNLESS OTHERWISE NOTED. COORDINATE ROUTING WITH OTHER TRADES TO AVOID INTERFERENCES.

 SEAL ALL PENETRATIONS THROUGH WALLS AND FLOORS. REFER TO SPECIFICATIONS.

VOLUME DAMPER

DAMPER MOTOR

THERMOSTAT OR SENSOR

TEMPERATURE SENSOR

VERTICAL SMOKE DAMPER

STATIC PRESSURE PROBE

VARIABLE AIR VOLUME REHEAT TERMINAL

HORIZONTAL FIRE DAMPER

VERTICAL FIRE DAMPER

☑ N SYMBOL SYMBOL

RETURN AIR GRILLE

DESCRIPTION

SUPPLY AIR DIFFUSER

COORDINATE INTERRUPTIONS OF SERVICES INCLUDING WATER, SEWER AND NATURAL GAS WITH OWNER AND UTILITY COMPANIES A MINIMUM OF 72 HOURS IN ADVANCE OF ALTERATIONS.

AB	4 -	
3BR	SY	ľ
E	MB(([
A	STO	
0	φ	(

LEGENDS

1	7
	A 5 5
	5
	~~
-	≤
	>
	\

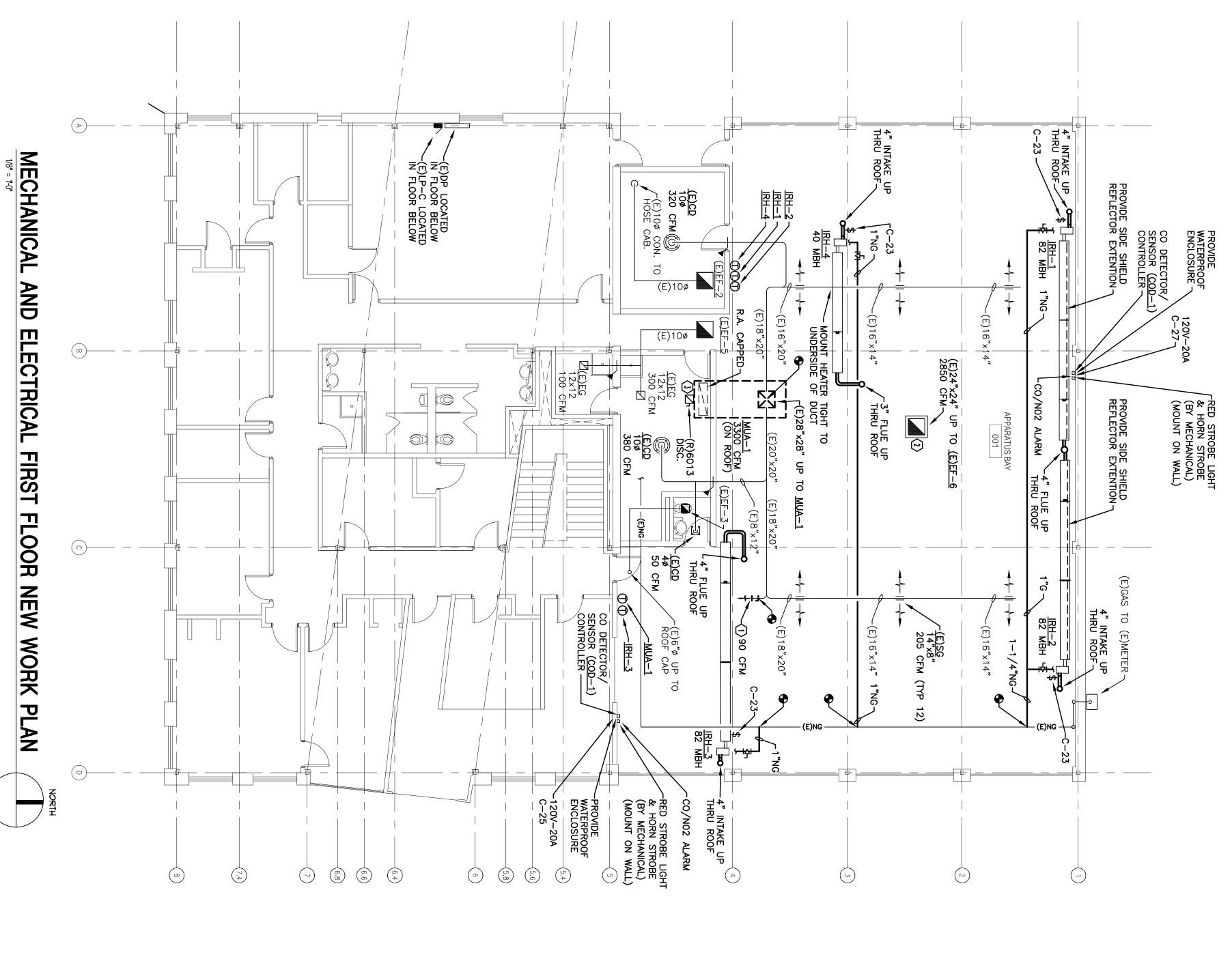
CHECKED	DRAWN	DATE	5/27/2016	6/23/2016								
JAC	JAC	ISSUED POR:	100% REVIEW	PERMITS								



APPROVED MOS

S.A. PROJECT NO.

M-000



19821 Farmington Road Livonia, Michigan 48152 PH: 248.482.0045 PH: 248.482.0052 nail:sa@sellingerassociates.c

Sellinger
Associates
Incorporated

KEYED NOTES:

(1) EXISTING DUCT TO BE OPEN ENDED, INSTALL NEW BALANCE DAMPER ON REMAINING BRANCH.
BALANCE TO CFM INDICATED.

 $\langle 2 \rangle$ EXISTING EXHAUST FAN TO BE REBALANCED TO CFM INDICATED. $\langle \bar{3} \rangle$ (E)3#8-3/4"C, RECONNECT TO NEW 2HP MUA-1 FUSE AT 15 AMPS IN DP.

Seal/Registration

CITY OF
BIRMINGHAM
FIRE DEPT.
MAKE-UP AIR UNIT
REPLACEMENT PROJECT TITLE

572 S ADAMS RD BITAMNGHAM, MI 48009

AND ELECTRICAL SHEET TITLE **MECHANICAL** FIRST FLOOR

NEW WORK PLAN

6/23/2016 5/27/2016 PERMITS 100% REVIEW ISSUID POR:

DRAWN
CHECKED
APPROVED SA PROJECT NO.

NOS

AC

JAC

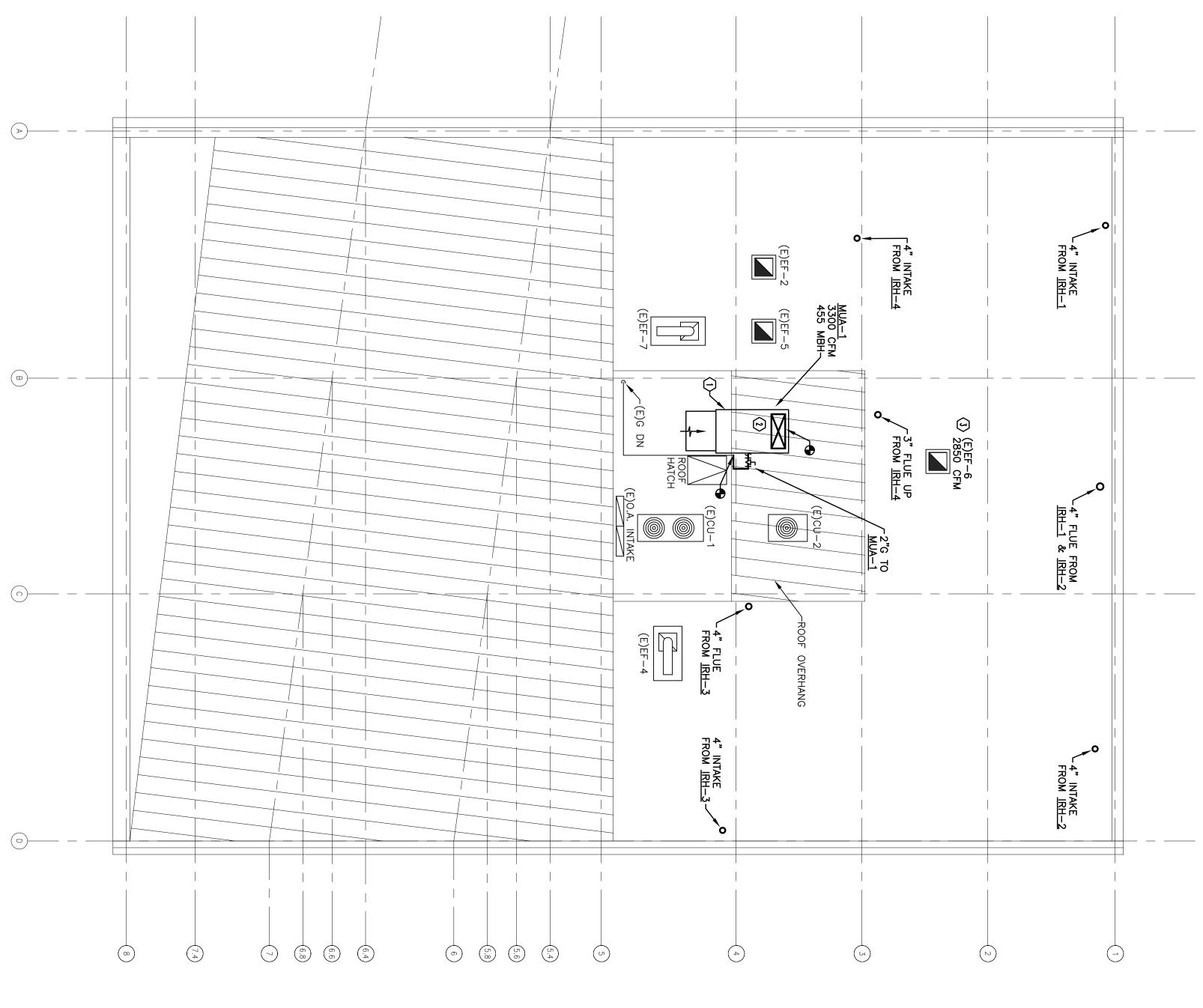
16-5015

SHEET NO. ME-100

19821 Farmington Road Livonia, Michigan 48152 PH: 248.482.0045 PH: 248.482.0052 mail:sa@sellingerassociates.com

Sellinger
Associates
Incorporated

MECHANICAL ROOF LEVEL NEW WORK PLAN



Seal/Registration

(1) PROVIDE CURB ADAPTER FOR NEW MUA-1 AS NECESSARY.
(2) PROVIDE FLUE THROUGH ROOF OVERHANG WITH WEATHER CAP. REFER TO DETAILS ON SHEET M-200.
(3) BALANCE EXISTING EF-6 TO CFM INDICATED.

HILL AND ESSION	MICHAEL OF MC, SELLINGER NO.	
SSIONALIMINA	MICHAEL O. MCHOCHOLOR SELLINGER REIGNEER REIGNEER	
	•	

M-101

sa project n 16-501	APPROPIE		DRAWN	DATE	5/27/2016	6/23/2016							
PROJECT NO. 3-5015	MOS	JAC	JAC	ISSUED POR:	100% REVIEW	PERMITS							

NEW WORK PLAN

SHEET TITLE

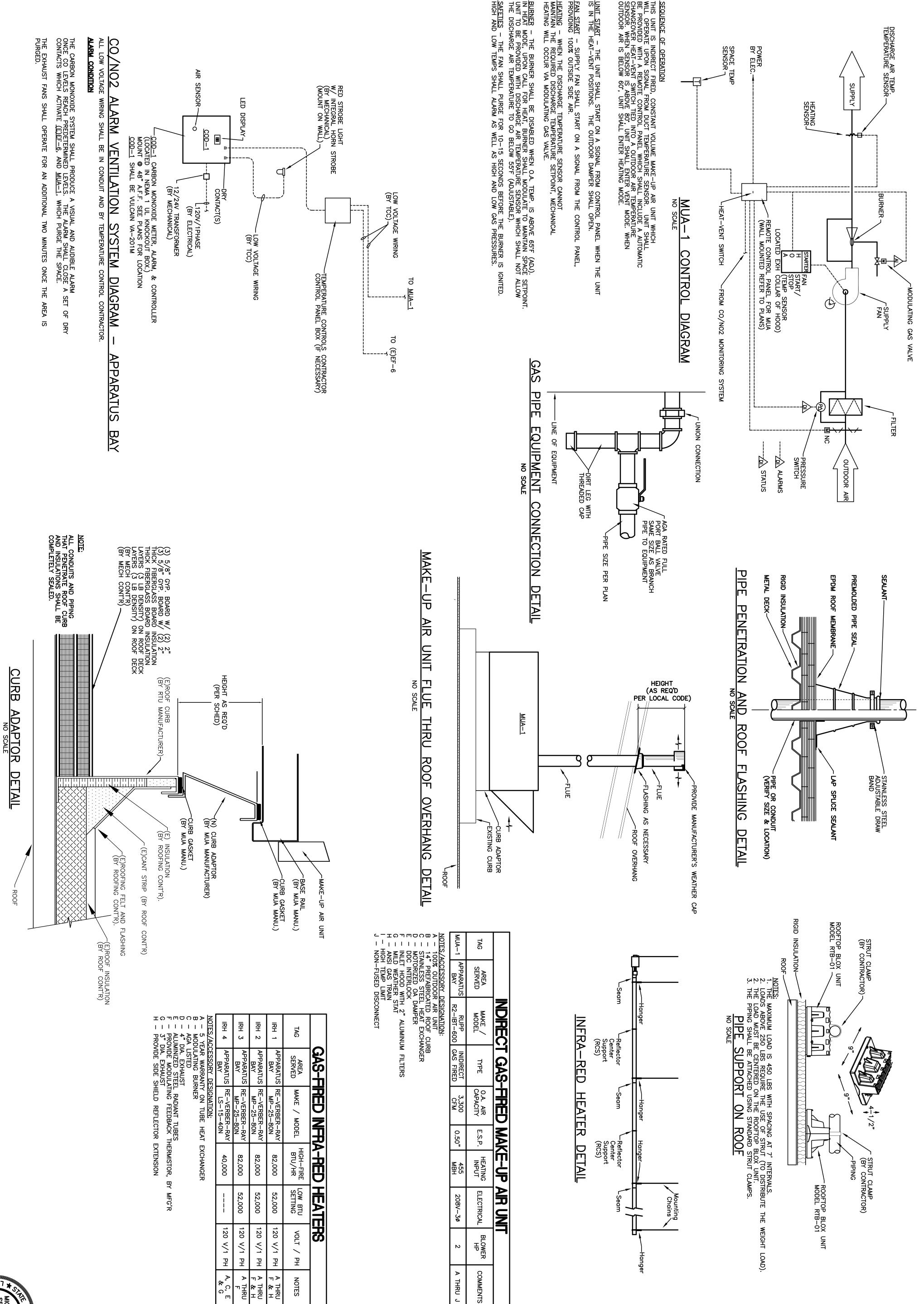
572 8 ADAMS RD BIRMINGHAM, MI 48009

CITY OF
BIRMINGHAM
FIRE DEPT.
MAKE-UP AIR UNIT
REPLACEMENT

PROJECT TITLE

ROOF LEVEL

MECHANICAL



CITY OF
BIRMINGHAM
FIRE DEPT.
NAKE-UP AIR UNIT
REPLACEMENT

PROJECT TITLE

Seal/Registration

19821 Farmington Road Livonia, Michigan 48152 PH: 248.482.0045 PH: 248.482.0052 mail:sa@sellingerassociates.c

Sellinger
Associates
Incorporated

572 S ADAMS RD Bitamingham, mi 48009

SHEET TITLE

DETAILS, AND

DIAGRAMS

SCHEDULES,



CURB

DETAIL

ROOF

SHEET NO

16-5015

M-200

DRAWN 6/23/2016 5/27/2016 APPROVED DATE SA PROJECT NO. NOS ISSUED FOR: PERMITS 100% REVIEW AC AC

NOTES

GENERAL:

- The Contractor shall verify any existing piping before proceeding with work.
- The Mechanical Contractor is responsible for the installation operation of the HVAC and plumbing systems.
- The drawings are diagrammatic and show general location and arrangement of all the equipment and piping. The drawings shall be followed as closely as building construction and all other necessary work will permit. Do not scale drawings for measurements.
- The Mechanical Contractor shall install all equipment in strict accordance with applicable codes and standards, all directions and recommendations furnished by the manufacturer.
- Interruption of Existing Active Piping and Ductwork: When the course of work makes shutdown of services unavoidable, the mechanical contractor shall schedule the shutdown at such time as approved by the Architect, which will cause least interference with established operating routine.
- Demolition of mechanical equipment shall include all existing piping, valves, controls, supports and equipment where such items are not required for the proper operation of the revised system. Remove, reconnect, cap, plug and replace existing piping and ductwork.
- 7. The Mechanical Contractor shall visit the job site to interpret the drawings and determine the full extent of the work required.
- œ The Mechanical Contractor shall make arrangements with the Owner before connecting to existing utilities. If interruption of any service is required, it shall be done at the convenience of the Owner. The relocation of existing utilities shall be scheduled at the convenience of the Owner.
- <u>70</u>
- required permits, licenses, inspections, approvals and fees for chanical work shall be secured and paid for by the Mechanical ntractor. All work shall conform to all applicable codes, rules, segulations.
- Seal the space around pipes in sleeves and around duct openings: hrough walls, floors and ceilings. Sealant shall be Johns Manville Duxseal or Tremco Acoustical Sealant.
- Shop Drawings
- Plumbing Specialties Make-up Air Unit Infra-Red Radiant Heaters
- Dielectric unions as manufactured by Epco shall be used dissimilar metals (such as steel and copper) to prevent action. Dielectric Unions shall be manufactured by EPCO Cleveland, Ohio. d to connect electrolytic Sales, Inc.,

BASIC MATERIALS AND

- NATURAL GAS (ABO

- All control wiring for mechanical and electrical equipment including motor starters shall be 120 volt maximum and wired with one side of the coil grounded and the operating contacts in the "hot" side of the circuit. All control wiring shall be installed in conduit.
- The Mechanical Contractor shall provide and install sleeves wherever pipes pass through foundations, walls, floors and ceilings. Sleeves shall be schedule 40 steel pipe cut to length. Sleeves shall terminate flush with walls, partitions and ceilings in finished areas. Provide cast brass nickel—plated escutcheons with positive catches at each sleeve in finished areas.
- All cutting, patching and repair work shall be done by the Trades who installed the work and paid for by the Trades for whom the work is done.
- Mechanical Contractor shall provide complete operating and maintenance manuals to the Owner covering all mechanical equipment herein specified, together with parts lists.
- No apparatus or equipment shall be shipped from stock fabricated until shop drawings have been reviewed and stamped review completed.
- Submit for approval, shop drawings for all equipment listed below. Where items are referred to by symbol numbers on the drawings and Specifications, all submittals shall bear the same symbol numbers. All drawing shall contain the project name and project number. No loose sheets shall be submitted unless a cover sheet is attached.

- Piping shall be Grade B.
 Fittings 2" and malleable iron, ASTM 234 forge

- b. Fittings 2" and under shall be Class 125, black malleable iron, threaded ends, ASTM A197, ANSI B16.3 or ASTM 234 forged steel welding type, Class 125.

 c. Fittings 2-1/2" and above shall be butt welding, schedule 40 black steel, ASTM A234 Grade B welded to ANSI B31.1.

 d. Flanges 2-1/2" and above shall be 150 lb. welding neck, ASTM A181 Grade I, ANSI B16.5.

 e. Valves 3" and under shall be ball type, 200 lb. WOG, threaded ends, iron body, lubricated for natural gas service, full port, Homestead 601, or approved equal.

 f. Valves 4" and above shall be plug type, 200 lb. WOG, flanged, iron body, lubricated for natural gas service, full port, Homestead 602A, or approved equal.

 g. Paint gas piping to match Owner's coloring requirements (Orange).
- PIPE HANGERS AND SUPPORTS

 The Mechanical Contractor shall provide pipe hangers and supports as required. Hangers shall be Grinnell, Carpenter—Patterson, Fee—Mason or Michigan Hanger Co. C—clamp attachment to structural elements are not approved.

- Ģ b. Hangers shall ac They shall be lo within 1'0" of e provide vertical proper drainage, and contraction building precast adequately support the piping system. located near or at changes in piping direction, every fitting and concentrated load. They shall adjustment to maintain pitch required for e, and/or venting. They shall allow for expansion of the piping. Hangers shall be fastened to t concrete as necessary.
- ė The Mechanical found in the pip agency. The Minstallation of the against the spenmaterials, workn cost to the Ownertioned defect Owner. The entacceptable to the output of the cost to the e piping and ductwork by the independent testing e piping and ductwork by the independent testing ne Mechanical Contractor shall guarantee that the entire of the piping and duct systems will function satisfactorily specified system pressures. Defects due to improper vorkmanship, and leaks shall be corrected without additional Owner. Other work affected as a result of the above defects shall also be made good without cost to the entire system shall be left in proper operating condition, to the Engineers Field Representative.
- Following the co the Mechanical of the entire heating capacities and p completion of the testing and balancing, Contractor shall execute a performance testing system to demonstrate that specified proper control functioning has been attained.
- PIPING IDENTIFICATION
- Provide pipe, ec of identification direction of flov equipment and duct identification consisting name of service and on all new systems.
- All markers sho
- Manufacturers covered. date plates on equipment shall not be
- MISCELLANEOUS Flow arrows all piping. Q nd Content Identification shall
- ö Provide drain valves at all low points. (Drain valves shall be located at the sectionalizing valves so horizontal piping in all areas can be individually without draining the entire piping system.)
- All mains, branch mains and branches shall be valved such that branch mains may be shut down without requiring shutdown of main.
- Piping penetrations through roof shall be flashed and sealed with prefabricated spun aluminum flashing base similar Pate Company pipe seals. Flashing shall consist of spun aluminum base with a stepped PVC boot and stainless steel clamps.

DUCTWORK

- All ductwork shall be galvanized sheet metal, stainless steel, aluminum, or flexible as indicated on the drawings or as directed herein. All sheet metal work shall be in accordance with latest editions of SMACNA HVAC Duct Construction Standards, Metal and Flexible manuals.
- All joints of all ductwork shall be sealed. Sheet metal elbows shall have a radius of $1\!-\!1/2$ times the duct width measured to duct centerline
- At each point of connection of ductwork to fans, provide a flexible connection equal to Ventfabrics, Inc. Ventglas L.A., not less than 12" in length and made of heavy grade fabric double coated with neoprene and provided with a suitable frame at each end arranged for bolting to the inlet or outlet of fan and ductwork, respectively.

DUCTWORK CONSTRUCTION

- Transverse joints sh up to and including Longitudinal joints shall be Pittsburgh S slip type for horizontal
- Drive slip type for nall be standing y 40" width. vertical joints.
- All sheet metal ductwork shall be hangers or saddles as required.
- Rectangular horizontal ductwork shall pressure class standards. SMACNA 2"
- Vertical ductwork shall be supported by galvanized steel to ducts and resting on floor slab or bolted to wall or required to prevent vibration.
- Duct Size (Maximum Dimension) Support Steel
- Up to 48" (inclusive) × 1-1/2" 3/16"
- Hanger rods, angles and straps shall be attached to beam clar concrete inserts, and approved anchors. All such devices shall I Underwriters Laboratories approved. Inserts and anchors shall I in cooperation with all Trades involved.

 C—clamps shall not be used for attaching hangers.

 Ductwork and equipment shall be hung from building constructions.

- Shop Drawings: Detail equipment assemblies and indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
- Wiring Diagrams: Power, signal, and control wiring.
- Operation and maintenance data.
- 1.3
- Warranty Period: ten years from date of Substantial Completion
- PART
- 2.1 A.

- Description: Factory assembled, piped, and wired, and complying with AN Z83.20/CSA 2.34.
 Fuel Type: Design burner for [natural] gas having characteristics same c those of gas available at Project site.
 Combustion Tubing: 4—inch— (100—mm—) diameter coated 304 stainless steel with high—emissivity, high—temperature, corrosion—resistant external finish.
- Tubing Connections: Stainless—steel couplings or flared joints with stainless—steel draw bolts.
 Reflector: Polished 304 stainless steel, 97 percent minimum reflectivity, with end caps. Shape to control radiation from tubing for uniform intensity at floor level with 100 percent cutoff above centerline of tubing. Provide for rotating reflector or heater around a horizontal axis for minimum 30—degree (0.52—radian) tilt from vertical.
- Reflector Extension Shields : Same material as reflectors, arranged fixed connection to lower reflector lip and rigid support to provide 100 percent cutoff of direct radiation from tubing at angles greater than 30 degrees (0.52 radians) from vertical.
- Gas Controls:

 Gas Control Valve : Dual—stage, regulated redundant 24—V ac gas valve containing pilot solenoid valve, electric gas valve, pilot filter, pressure regulator, pilot shutoff, and manual shutoff all in one body.

 Blocked Vent Safety : Differential pressure switch in burner safety circuit to stop burner operation with high discharge or suction pressure.

 Control Panel Interlock : Stops burner if panel is open.

 Indicator Lights: Burner—on indicator light.
- Burner and Emitter Type: Gravity—vented power burner, with the following features:

 Emitter Tube : 4—inch— (100—mm—) diameter, stainless steel tubir sight glass for burner and pilot flame observation.

 Venting: PVC duct.

 Burner/Ignition : Power gas burner with electronic spark and electr flame safety.

 Burner/Ignition : Stainless—steel burner cup and head with balanced—rotor draft fan. stainless steel tubing

۲.

- CONTROLS
- Thermostat: Devices and wiring are specified in Division 23 Section "Instrumentation and Control for HVAC."
 Thermostat: 2—stage, wall—mounting type with 50 to 90 deg F (10 deg C) operating range and fan on switch.
 Control Transformer: Integrally mounted.
- PART S EXECUTION
- 3.1 INSTALLATION
- A. Install and connect gas—fired radiant heaters and associated fuel and vent features and systems according to [NFPA 54] [CAN/CSA B149.1], applicable local codes and regulations, and manufacturer's written installation instructions.

 Suspended Units: Suspend from substrate using chain hanger kits and building attachments.

 Maintain manufacturers' recommended clearances to combustibles. Install piping adjacent to gas—fired radiant heaters to allow service and maintenance.

 Gas Piping: Comply with Fuel Gas Code and NFPA 54.

 Connect gas piping to gas train inlet; provide union with enough clearance for burner removal and service.

 Vent Connections: Comply with Michigan Mechanical Code.

 Electrical Connections: Comply with applicable requirements in Division 26 Sections.

 Install electrical devices furnished with heaters but not specified to be factory mounted.

 Adjust initial temperature set points.

 Adjust burner and other unit components for optimum heating performance and efficiency.

Ë

- QUALITY CONTROL
- Tests and Inspections: ged and malfunctioning

- For each type of gas—fired radiant heater, operating characteristics, and accessories.

- Field quality—control test reports.
- QUALITY ASSURANCE Electrical Components, Devices, and defined in NFPA 70, Article 100, by having jurisdiction, and marked for Accessories: Listed and labeled a testing agency acceptable to intended use.
- WARRANTY
 Special Warranty: Manufacturer's standard form in which manufacturer to repair or replace components of gas—fired radiant heater that fails materials or workmanship within specified warranty period.

- PRODUCTS

- TUBULAR INFRARED HEATERS
 Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the include, but are not limited to, the following:
 Manufacturers: Subject to compliance with requirements, provide pone of the following:
 Basis—of—Design Product: Subject to compliance with requirements one of the following:

- ch furnace module gas inlet shall be equipped with a 0-35"w.c. gas pressure uge. A 0-10"w.c. gas pressure gauge shall be installed on the gas manifold of ch furnace.

572 8 ADAMS RD Bitamingham, mi 48009

SHEET TITLE

SPECIFICATIONS

- wired at the factory.
- pers
 Provide unit with electric outside air and return air opposed blade
 dampers. Dampers shall control to a discharge air temperature sensor.
 OA/RA modulating dampers w/ spring return. OA/RA shall work together.
- and Greenheck.
- SYSTEM TESTING AND ACCEPTANCE

- Operational control includes the systems ability to perform as specified herein including all associated control routines, reports and alarms, scheduling.

6/23/2016 5/27/2016

PERMITS 100% REVIEW

ISSUED FOR

CHECKED

AC

DRAWN

AC

APPROVED

MOS

- ė Successful completion of the system(s) test shall constitute beneficial use of the system and the beginning of the warranty period.

ENTILATION EQUIPMENT
. INDIRECT GAS—FIRED MAKE—UP AIR UNIT.

General

a. Unit shall be indirect gas—fired 100% outside air unit. Unit shall be completely factory assembled with all associated internal wiring and tested. Unit shall be provided with all operating and safety controls. Unit shall include mixing section, filters, fans, fresh air hood, etc. Unit shipped in one piece with electrical diagrams attached.

a. Base frame to be integral iron channel construction or heavy duty formed steel. Unit casing shall be airtight and waterproof. Unit roof and floor construction shall utilize 3—break standing seams to eliminate water leaks. Unit shall be equipped with weather resistant control enclosure housing for all controls. Equip unit with double wall hinged access doors for fan, motor, dampers, filters, and controls accessibility. Unit shall be painted with two—component enamel coating electrostatically applied to meet a 650 hour salt spray test based on ASTM B117. Unit insulation shall be NFPA 90A & 90B approved. Fan section and supply plenum shall be Insulated with fire resistant, odorless, matte faced 1" glass fiber material.

19821 Farmington Road Livonia, Michigan 48152 PH: 248.482.0045 PH: 248.482.0052 mail:sa@sellingerassociates.c

Sellinger
Associates
Incorporated

Unit shall have belt driven, FC centrifugal fans with adjustable motor sheaves.

Burner & Heat Exchanger
The gas burner shall be an indirect—fired, push—through type, sized to provide an output of 455 BTU/hr using natural gas at an inlet—supply pressure to the unit of 7"—14" inches water column (7" w.c. minimum Nat. Gas, 11" w.c. minimum LP Gas).

The burner shall be capable of heating the entire air supply from 0 F to 100 F (100° degrees F temperature rise). Burner shall be a tubular in—shot fired design capable of using natural or LP type gas. Each burner ignition shall be of the direct—spark design with remote flame sensing at inlet of the last firing tube of the gas manifold. Each burner ignition module shall be pre—programmed with an ignition sequence comprised of a 1 minute pre—purge, 1 min inter—purge, 2 minute post—purge, 15 second ignition, 3 trials for ignition, and 60 min lockout.

rect—sparking sequence shall last through the complete during of the trial for nition period for guaranteed light—off. Burner shall always be lit at maximum is flow and combustion airflow for guaranteed light—off. Each burner ignition odule shall have LED indicators for troubleshooting and a set of exposed prongs r testing flame indication signal.

I furnaces shall be controlled by an electronic vernier—type fully modulating antrol system capable of achieving 80% combustion efficiency over the entire gas ing range of the unit.

CITY OF
BIRMINGHAM
FIRE DEPT.
MAKE-UP AIR U
REPLACEMENT

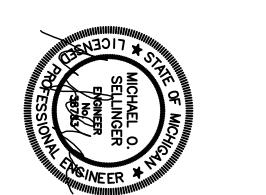
PROJECT TITLE

- Each furnace shall have:
 A minimum turndown ratio of 6:1 for natural gas and 5:1 for LP gas.
 Each furnace heat exchanger shall be a bent—tube style design made entirely of type 409 stainless steel.
 Each furnace shall include a blocked vent safety airflow switch with high temperature silicone tubing operating off of absolute pressure measured inside of the power—vent blower housing.
 Each furnace shall include a high temperature auto—recycling limit with a maximum non—adjustable set—point of 200F.
 Each furnace shall include a manual reset high temperature flame roll out switch with a non—adjustable set—point of 325F.
 Each Furnace shall include a power—vent assembly for exhausting flue gases with a type PSC type motor that is securely mounted with rubber vibration isolators and easily accessible/removable for service.
 Every heat—exchanger shall have a manufacturer—backed 10—year pro—rated warranty.
 Every power—vent blower motor and housing shall have a standard 1—year manufacturer—backed warranty.

- GAS EQUIPMENT
 Standard
 All gas equipmen
 Components:
 1. Modulating—
 2. On/off redu
 3. Burner
 4. Main—gas s
 5. Main—gas r
 6. Two solenoid
 All gas manifold gas equipment shall conform to local—Code requipments:

 Modulating—gas valve
 On/off redundant gas valve
 Burner
 Main—gas shut—off valve
 Main—gas regulator
 Two solenoid valves
 gas manifold components shall be piped and wi

- <u>rs</u> Provide unit with 2" washable filters, all metal viscous imprisonment type. Filters shall be layers of cleanable wire maze.
- <u>ontrols</u>
 . Unit shall be completely factory wired with necessary controls and contractor pressure lugs or terminal block for power wiring. Coordinate exact control requirements with JCI.
- <u>Inufacturers:</u> Acceptable manufacturers: Trane Marley, Rupp,
- The contractor shall test each point in the system for hardware functionality. In Addition, each mechanical system shall be tested for conformance with its appropriate sequence of operation.
- The contractor shall notify the engineer in writing to request acceptance by the owner of the system(s) that are ready. within five days of this request, the owners representatives shall make themselves available for demonstration and training of the systems under complete operational control.
- The contractor must provide the owners personnel with operational instruction and with a means of continued, uninterrupted interfacing with all system in warranty at the time of their acceptance.
- Successful completion of the system(s) test shall constitute a complete, certified air balance by a third party testing agency with air velocities and cfm's at all new diffusers, grilles and registers. Initial report shall be sent to Engineer/Architect for Review and Comment, prior to final report and acceptance.
- The operator interface shall be accepted by the owner upon the successful completion of all systems under its domain. A written report and warranty certificate shall be submitted to the owner indicating that the installed system functions in accordance with the plans and specifications. The certificate shall indicate on what date warranty commences, its duration, and what is and is not generally covered under warranty.



SA PROJECT NO. 16-5015

SHEET NO M-300



KEYED NOTES:

19821 Farmington Road Livonia, Michigan 48152 PH: 248.482.0045 PH: 248.482.0052 mail:sa@sellingerassociates.c

Sellinger
Associates
Incorporated
ONSULTING ENGINEE

(1) REMOVE EXISTING DUCT AND SIDEWALL DIFFUSER JUST BEFORE MAIN. REMAINING DUCT TO BE OPEN ENDED, REFER TO NEW WORK PLANS.

(2) REMOVE EXISTING RETURN GRILLE ON WALL COMPLETE WITH ALL ACCESSORIES AND SUPPORTS. PATCH WALL TO MATCH EXISTING, COORDINATE WITH OWNER (BY OTHERS). CAP EXISTING RETURN AIR DUCTWORK GOING UP TO UNIT AND CAP BEFORE ROOF AS WELL, FOR FUTURE USE. COORDINATE WITH OWNER (BY OTHERS).

(3) DEMO EXISTING MAKE—UP AIR UNIT LOCATED ON ROOF. REFER TO ROOF DEMO PLAN.

(4) (E)3#8—3/4"C TO (E)DP 50 AF.

Seal/Registration



CITY OF
BIRMINGHAM
FIRE DEPT.
MAKE-UP AIR UNIT
REPLACEMENT

572 S ADAMS RD BIRMINGHAM, MI 48009

DEMOLITION PLAN AND ELECTRICAL SHEET TITLE **MECHANICAL FIRST FLOOR**

6/23/2016 5/27/2016 PERMITS 100% REVIEW

DATE

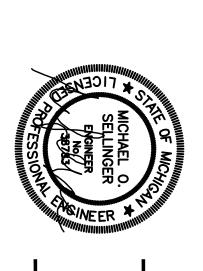
ISSUED POR:

CHECKED JAC
APPROJECT NO. SHEET NO. 16-5015

MED-100

(E)EF-2 (E)EF-5 Marie E)EF-6 (E)EF-4 5.8 6.6 (b) 5.6 5.4 6.8 KEYED NOTES:

(1) DEMO EXISTING MAKE-UP AIR UNIT ALONG WITH ASSOCIATED CONTROLS. CAP EXISTING RETURN AIR DUCTWORK. EXISTING SUPPLY AIR DUCT WORK TO REMAIN FOR CONNECTION TO NEW UNIT.



SHEET NO.

MD-101

16-5015

MECHANICAL ROOF LEVEL DEMOLITION PLAN

CHECKED JAC
ATTROVED MOS

S.A. PROJECT NO. 6/23/2016 5/27/2016 PERMITS 100% REVIEW ISSUED POR:

ROOF DEMOLITION MECHANICAL PLAN

SHEET TITLE

572 S ADAMS RD BITAMINGHAM, MI 48009

CITY OF
BIRMINGHAM
FIRE DEPT.
MAKE-UP AIR UNIT
REPLACEMENT PROJECT TITLE

Seal/Registration

19821 Farmington Road Livonia, Michigan 48152 PH: 248.482.0045 PH: 248.482.0052 mail:sa@sellingerassociates.com Sellinger
Associates
Incorporated
ONSULTING ENGINEE REFER TO SHEET M-000 FOR GENERAL NOTES

ATTACHMENT B - BIDDER'S AGREEMENT

For A New Make-up Air Unit 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.

Stacy Falconer PREPARED BY	8-4-16
PREPARED BY (Print Name)	DATE
Office Manager	8-4-16 DATE
TITLE	DATE
FAQ ETAR	engclimate@sbcglobal.net
AUTHORIZED SIGNATURE	E-MAIL ADDRESS
Engineered Climate, LLC	
451 Markwood Dr. Oxford, MI ADDRESS	48510 248-814-9393
ADDRESS	PHONE
NAME OF PARENT COMPANY	PHONE
ADDRESS	

ATTACHMENT C - COST PROPOSAL

For A New Make-up Air Unit 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				
Indirect gas-fired Make-up Air Unit Model #Rupp R2-IBT-600 or equal approved by Mechanical Engineer	\$ 15,089				
Gas-fired Infra-red heaters as spec in the Blue Print	8,433				
Materials & Equipment	\$ 8,206				
Labor	\$ 11,200				
Miscellaneous (Attach Detailed Description)	\$ 10,150 See attached				
TOTAL BID AMOUNT	\$ 53,078				
ADDITIONAL BID I	TEMS				
	\$				
	\$				
GRAND TOTAL AMOUNT	\$				

Firm Name	Engineered Climate, LLC		
Authorized sig	nature Tool 7.12	Date 8-4-10	

ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM

For A New Make-up Air Unit 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.

Stacy Falconer	8-4-16
PREPARED BY (Print Name)	DATE
Office Manager	8-4-16 DATE
TITLE	DATE
FRIE TUP	enactimate established net
AUTHORIZED SIGNATURE	E-MAIL ADDRESS
Engineered Climate, LLC	
COMPANY	
461 Markwood Dr., Oxford, MI 48	<u>870</u> 248-814-9393
ADDRESS	PHONE
NAME OF PARENT COMPANY	PHONE
ADDRESS	
82-0564255	
TAYDAVED ID #	

NOTICE OF PUBLIC HEARING

BIRMINGHAM CITY COMMISSION AMENDMENTS TO ZONING ORDINANCE

Meeting - Date, Time, Location:	Monday, August 22, 2016, 7:30 PM
meeting Bate, rime, Legation	Municipal Building, 151 Martin
	Birmingham, MI 48009
Nature of Hearing:	To consider an amendment to the Zoning Ordinance,
Trace of From Fig.	
	onaptor 120, to amona.
Nature of Flearing.	Chapter 126, to amend: 1. TO AMEND SECTION 2.23, O2 (OFFICE/COMMERCIAL) DISTRICT INTENT, PERMITTED USES, AND SPECIAL USES, TO AMEND THE ACCESSORY PERMITTED USES; 2. TO AMEND SECTION 2.27, B1 (OFFICE-RESIDENTIAL) DISTRICT INTENT, PERMITTED USES, AND SPECIAL USES TO AMEND THE ACCESSORY PERMITTED USES; 3. TO AMEND SECTION 2.29, B2 (GENERAL BUSINESS) DISTRICT INTENT, PERMITTED USES, AND SPECIAL USES TO AMEND THE ACCESSORY PERMITTED USES; 4. TO AMEND SECTION 2.31, B2B (GENERAL BUSINESS) DISTRICT INTENT, PERMITTED USES, AND SPECIAL USES TO AMEND THE ACCESSORY PERMITTED USES; 5. TO AMEND SECTION 2.33, B2C (GENERAL BUSINESS) DISTRICT INTENT, PERMITTED USES, AND SPECIAL USES TO AMEND THE ACCESSORY PERMITTED USES; 6. TO AMEND SECTION 2.35, B3 (OFFICE-RESIDENTIAL) DISTRICT INTENT, PERMITTED USES, AND SPECIAL USES TO AMEND THE ACCESSORY PERMITTED USES; 7. TO AMEND SECTION 2.37, B4 (BUSINESS) RESIDENTIAL) DISTRICT INTENT, PERMITTED USES, AND SPECIAL USES TO AMEND THE ACCESSORY PERMITTED USES, AND SPECIAL USES TO AMEND THE ACCESSORY PERMITTED USES, AND SPECIAL USES TO AMEND THE ACCESSORY PERMITTED USES, AND SPECIAL USES TO AMEND THE ACCESSORY PERMITTED USES, AND SPECIAL USES TO AMEND THE ACCESSORY PERMITTED USES; 8. TO AMEND SECTION 2.39, MX (MIXED USE) DISTRICT INTENT, PERMITTED USES, AND SPECIAL USES TO AMEND THE ACCESSORY PERMITTED USES; 9. TO AMEND SECTION 4.12 FN-03, FENCE STANDARDS, TO REMOVE THE OUTDOOR STORAGE FENCE PROVISIONS FROM THIS SECTION; 10. TO AMEND ARTICLE 4, SECTION 4.57, SCREENING STANDARDS, TO ADD SCREENING STANDARDS FOR
	OUTDOOR STORAGE; 11. TO AMEND SECTIONS 4.67 TO 4.72, STORAGE AND
	DISPLAY STANDARDS, TO AMEND THE OUTDOOR
	DISPLAY AND STORAGE STANDARDS IN O1, O2, B2,
	B2B, B2C, B4 AND MX;
	12. TO AMEND SECTION 5.10, B2 DISTRICT, B2B
	DISTRICT, B2C DISTRICT, USE SPECIFIC STANDARDS TO AMEND THE OUTDOOR DISPLAY AND STORAGE
	STANDARDS;
	13. TO AMEND SECTION 5.12, B4 DISTRICT, USE SPECIFIC
	STANDARDS TO AMEND THE OUTDOOR DISPLAY AND

	STORAGE STANDARDS; 14. TO AMEND SECTION 5.13, MX DISTRICT, USE SPECIFIC STANDARDS TO AMEND THE OUTDOOR DISPLAY AND STORAGE STANDARDS; and 15. TO AMEND ARTICLE 9, SECTION 9.02, DEFINITIONS, TO ADD DEFINITIONS FOR OUTDOOR DISPLAY, OUTDOOR STORAGE AND BUILDING FRONTAGE, PRINCIPAL. A complete copy of the proposed ordinance amendment may be reviewed at the City Clerk's Office.
City Staff Contact:	Jana Ecker 248.530.1841 jecker@bhamgov.org
Notice:	Publish: August 7, 2016
Approved minutes may be reviewed at:	City Clerk's Office

Should you have any statement regarding the above, you are invited to attend the meeting or present your written statement to the City Commission, City of Birmingham, 151 Martin Street, P.O. Box 3001, Birmingham, Michigan 48012-3001 prior to the hearing.

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: August 16, 2016

TO: Joseph A. Valentine, City Manager

From: Matthew Baka, Senior Planner

CC: Jana L. Ecker, Planning Director

SUBJECT: Public Hearing – Outdoor Storage and Display Standards

Over the past several years, the Planning Board has been studying the outdoor storage and display provisions that apply in zoning districts across the City. In general, the current approach to the regulation of outdoor display, sales and storage throughout the Zoning Ordinance is inconsistent and scattered. The use of inconsistent terms occurs across various sections of the Zoning Ordinance, and varying standards are in place in different zone districts. In addition, the outdoor display, sales and storage standards are located in numerous sections of the Zoning Ordinance, including two different locations in Article 4, Development Standards and also throughout Article 5, Use Specific Standards. Finally, notably absent are definitions for both outdoor storage and outdoor display.

Over several study sessions Planning Board members reviewed the existing ordinance language, and requested staff to prepare draft ordinance language and to provide definitions for outdoor display and outdoor storage. The Board requested the addition of standards to control the location, size and aesthetics of both outdoor display and storage areas, without imposing extensive and detailed standards.

On July 13, 2016, the Planning Board conducted a public hearing on the proposed amendments to the outdoor storage and display standards, and voted unanimously to update the regulations across all zone districts.

On July 25, 2016 the City Commission set a public hearing date of August 22, 2016 to consider the following changes to Chapter 126, Zoning:

- TO AMEND SECTION 2.23, O2 (OFFICE/COMMERCIAL) DISTRICT INTENT, PERMITTED USES, AND SPECIAL USES, TO AMEND THE ACCESSORY PERMITTED USES:
- TO AMEND SECTION 2.27, B1 (OFFICE-RESIDENTIAL) DISTRICT INTENT, PERMITTED USES, AND SPECIAL USES TO AMEND THE ACCESSORY PERMITTED USES;
- 3. TO AMEND SECTION 2.29, B2 (GENERAL BUSINESS) DISTRICT INTENT, PERMITTED USES, AND SPECIAL USES TO AMEND THE ACCESSORY PERMITTED USES;

- 4. TO AMEND SECTION 2.31, B2B (GENERAL BUSINESS) DISTRICT INTENT, PERMITTED USES, AND SPECIAL USES TO AMEND THE ACCESSORY PERMITTED USES;
- 5. TO AMEND SECTION 2.33, B2C (GENERAL BUSINESS) DISTRICT INTENT, PERMITTED USES, AND SPECIAL USES TO AMEND THE ACCESSORY PERMITTED USES:
- 6. TO AMEND SECTION 2.35, B3 (OFFICE-RESIDENTIAL) DISTRICT INTENT, PERMITTED USES, AND SPECIAL USES TO AMEND THE ACCESSORY PERMITTED USES:
- 7. TO AMEND SECTION 2.37, B4 (BUSINESS RESIDENTIAL) DISTRICT INTENT, PERMITTED USES, AND SPECIAL USES TO AMEND THE ACCESSORY PERMITTED USES:
- 8. TO AMEND SECTION 2.39, MX (MIXED USE) DISTRICT INTENT, PERMITTED USES, AND SPECIAL USES TO AMEND THE ACCESSORY PERMITTED USES:
- 9. TO AMEND SECTION 4.12 FN-03, FENCE STANDARDS, TO REMOVE THE OUTDOOR STORAGE FENCE PROVISIONS FROM THIS SECTION;
- 10. TO AMEND ARTICLE 4, SECTION 4.57, SCREENING STANDARDS, TO ADD SCREENING STANDARDS FOR OUTDOOR STORAGE:
- 11. TO AMEND SECTIONS 4.67 TO 4.72, STORAGE AND DISPLAY STANDARDS, TO AMEND THE OUTDOOR DISPLAY AND STORAGE STANDARDS IN O1, O2, B2, B2B, B2C, B4 AND MX;
- 12. TO AMEND SECTION 5.10, B2 DISTRICT, B2B DISTRICT, B2C DISTRICT, USE SPECIFIC STANDARDS TO AMEND THE OUTDOOR DISPLAY AND STORAGE STANDARDS;
- 13. TO AMEND SECTION 5.12, B4 DISTRICT, USE SPECIFIC STANDARDS TO AMEND THE OUTDOOR DISPLAY AND STORAGE STANDARDS;
- 14. TO AMEND SECTION 5.13, MX DISTRICT, USE SPECIFIC STANDARDS TO AMEND THE OUTDOOR DISPLAY AND STORAGE STANDARDS; and
- 15. TO AMEND ARTICLE 9, SECTION 9.02, DEFINITIONS, TO ADD DEFINITIONS FOR OUTDOOR DISPLAY, OUTDOOR STORAGE AND BUILDING FRONTAGE, PRINCIPAL.

Please find attached the staff report presented to the Planning Board, along with the proposed ordinance language and minutes from previous discussions on the topic.

Suggested Action:

To APPROVE the Planning Board recommendation to amend Chapter 126, Zoning, Article 02, Sections 2.23, 2.27, 2.29, 2.31, 2.33, 2.35, 2.37, 2.39, Article 04, sections 4.12, 4.57, 4.67, 4.68, 4.69, 4.70, 4.71, Article 05, Sections 5.10, 5.12, 5.13, and Article 09, Section 9.02.



MEMORANDUM

Planning Division

DATE: July 7, 2016

TO: Planning Board

FROM: Matthew Baka, Senior Planner

SUBJECT: Public Hearing to consider amendments to Chapter 126, Zoning,

Article 02, Sections 2.23, 2.27, 2.29, 2.31, 2.33, 2.35, 2.37, 2.39, Article 04, sections 4.12, 4.57, 4.67, 4.68, 4.69, 4.70, 4.71, Article 05, Sections 5.10, 5.12, 5.13, and Article 09, Section 9.02

(DEFINITIONS)

On June 8, 2016, the Planning Board set a public hearing for July 13th, 2016 to consider adding standards to the Birmingham Zoning Ordinance that will regulate the storage and display of goods and materials on commercial properties in the City. The following memo details the process by which the Board created these proposed standards. The draft ordinance language is also attached for review and consideration.

Over the past several years, the Planning Board has been holding study sessions aimed at creating standards that would regulate outdoor displays and storage to add to the Zoning Ordinance. To commence the study of outdoor display, sales and storage, a review of the current ordinance regulations was conducted in April of 2013. The chart below summarizes the zone districts that specifically permit outdoor display, sales and/or storage and indicate if there are any standards or regulations related to these uses.

Zone District	Outdoor Display Permitted	Outdoor Sales Permitted	Outdoor Storage Permitted	Standards?
01				N
02	Х	Х		N
B1				N
B2	Χ	Χ	Χ	Υ
B2B	Χ	Х	Х	Υ
B2C	Χ	Х	Х	Υ
B3				
B4	Χ	Χ		Υ
MX	Х	Х	Χ	Υ
Р				

In general, the current approach to outdoor display, sales and storage throughout the Zoning Ordinance is inconsistent and scattered. The use of inconsistent terms occurs across various sections of the Zoning Ordinance, and varying standards are in place across the different zone districts. In addition, the outdoor display, sales and storage standards are located in numerous

sections of the Zoning Ordinance, including two different locations in Article 4, Development Standards and also throughout Article 5, Use Specific Standards. Finally, notably absent are definitions for any of these terms.

Over several study sessions Planning Board members reviewed the existing ordinance language, and requested staff to prepare draft ordinance language and to provide definitions for outdoor display and outdoor storage. The Board requested the addition of standards to control the location, size and looks of both outdoor display and storage areas, without imposing extensive and detailed standards. It was also discussed that ice machines, propane storage and similar displays may be best around the side or rear of buildings, and not in the front. Suggestions on the amount of outdoor display ranged from setting a percentage limit of the gross square footage of the floor area of the primary building, to allowing unlimited display but requiring high standards of maintenance and screening. There was also discussion regarding the use of parking spaces for display.

Draft ordinance language was presented at the March 9, 2016 Planning Board meeting that incorporated many of the concepts that had been discussed during previous study sessions. At that time, the Board expressed a desire to simplify the draft ordinance by pushing all storage to the rear or side of buildings with full screening, eliminating any use of parking spaces for displays and requiring design review for any outdoor display regardless of use. It was also suggested that the amount of outdoor display area permitted be a ratio of the principal building frontage, similar to the way that signage is regulated. For the purposes of discussion, draft ordinance language was presented at the April 13, 2016 Planning Board meeting to allow three (3) square feet of display area for each foot of principal building frontage. In addition, the definition of principal building frontage contained in the Sign Ordinance was added to Article 09 of the Zoning Ordinance.

At the April 13, 2016 Planning Board meeting it was requested that staff provide additional examples of how much display area would result from principal building frontage calculations that allow 3/1, 2/1, and 1/1 square feet of display area per liner foot of frontage. In addition, the Planning Board requested that language be added prohibiting ice machines and propane storage in the front open space.

On May 11, 2016, the Planning Division presented several outdoor display scenarios at existing sites to illustrate the potential size of outdoor display areas based on several different ratios being considered for review and discussion. Based on these illustrations, the Planning Board recommended a ratio of 0.5 sq.ft. of outdoor display space per linear foot of building frontage. Board members also requested that site plan and design review be conducted for all gasoline stations and convenience stores. Additional information was also requested from the City Attorney regarding amortization clauses or "sunset clauses" to determine how much notice is required to remove outdoor storage and display areas that have not previously been approved through the site plan and/or design review process. Please see the attached letter from the City Attorney stating that the City does not have the authority to amortize existing outdoor storage or displays.

On June 8, 2016 the Planning Board held a study session to review the latest draft of the outdoor storage ordinance. At that time the Planning Board moved to set a public hearing for July 13, 2016 to consider the proposed standards.

SUGGESTED ACTION

To recommend APPROVAL of the proposed amendments to Chapter 126, Zoning, Article 02, sections 2.23, 2.27, 2.29, 2.31, 2.33, 2.35, 2.37, 2.39, Article 04, sections 4.12, 4.57, 4.67, 4.68, 4.69, 4.70, 4.71, Article 05, Sections 5.10, 5.12, 5.13, and Article 09, Section 9.02 (DEFINITIONS) to the City Commission.

ORDINANCE NO	_
--------------	---

AN ORDINANCE TO AMEND CHAPTER 126, ZONING, OF THE CODE OF THE CITY OF BIRMINGHAM:

TO AMEND SECTION 2.23, O2 (OFFICE/COMMERCIAL) DISTRICT INTENT, PERMITTED USES, AND SPECIAL USES, TO AMEND THE ACCESSORY PERMITTED USES.

Section 2.23 O2 (Office/Commercial) District Intent, Permitted Uses, and Special Uses

- Kennel*
- Laboratory medical/dental*
- Loading facility off street*
- Parking facility off street*
- Pharmacy*
- Outdoor café*
- Outdoor display*
- Commercial or office uses which are customarily incidental to the permitted principal uses of the same lot

ORDAINED this	day of	, 2016 to become effective 7 days after publication.
Rackeline J. Hoff, M	ayor	
Laura Pierce, Clerk		

OF	RDI	NAI	NCE	NO		

AN ORDINANCE TO AMEND CHAPTER 126, ZONING, OF THE CODE OF THE CITY OF BIRMINGHAM:

TO AMEND SECTION 2.27, B1 (OFFICE-RESIDENTIAL) DISTRICT INTENT, PERMITTED USES, AND SPECIAL USES TO AMEND THE ACCESSORY PERMITTED USES.

Section 2.27 B1 (Neighborhood Business) District Intent, Permitted Uses, and Special Uses

- Alcoholic beverage sales*
- Kennel*
- Laboratory medical/dental*
- Loading facility off-street*
- Outdoor café
- Outdoor display*
- Parking facility off-street*
- Sign

ORDAINED this	day of	, 2016 to becor	me effective 7 days	after publication.
Rackeline J. Hoff, M	ayor			
Laura Pierce, Clerk				

OF	RDI	NAI	NCE	NO		

AN ORDINANCE TO AMEND CHAPTER 126, ZONING, OF THE CODE OF THE CITY OF BIRMINGHAM:

TO AMEND SECTION 2.29, B2 (GENERAL BUSINESS) DISTRICT INTENT, PERMITTED USES, AND SPECIAL USES TO AMEND THE ACCESSORY PERMITTED USES.

Section 2.29 B2 (General Business) District Intent, Permitted Uses, and Special Uses

- Alcoholic beverage sales (off-premise consumption)*
- Kennel*
- Laboratory medical/dental*
- Loading facility off-street
- Outdoor café*
- Outdoor display of goods*
- Outdoor sales*
- Outdoor storage*
- Parking facility off-street
- Retail fur sales cold storage facility
- Sign

ORDAINED this day of	, 2016 to become effective 7 days after publication.
Rackeline J. Hoff, Mayor	
Laura Pierce, Clerk	_

ORDI	NANCE	N	Э.				

AN ORDINANCE TO AMEND CHAPTER 126, ZONING, OF THE CODE OF THE CITY OF BIRMINGHAM:

TO AMEND SECTION 2.31, B2B (GENERAL BUSINESS) DISTRICT INTENT, PERMITTED USES, AND SPECIAL USES TO AMEND THE ACCESSORY PERMITTED USES.

Section 2.31 B2B (General Business) District Intent, Permitted Uses, and Special Uses

- Alcoholic beverage sales (off-premise consumption)*
- Kennel*
- Laboratory medical/dental*
- Loading facility off-street
- Outdoor café*
- Outdoor display of goods*
- Outdoor sales*
- Outdoor storage*
- Parking facility off-street
- Sign

ORDAINED this day of	, 2016 to become effective 7 days after publication.
Rackeline J. Hoff, Mayor	
Laura Pierce, Clerk	

ORDINANCE NO.	

AN ORDINANCE TO AMEND CHAPTER 126, ZONING, OF THE CODE OF THE CITY OF BIRMINGHAM:

TO AMEND SECTION 2.33, B2C (GENERAL BUSINESS) DISTRICT INTENT, PERMITTED USES, AND SPECIAL USES TO AMEND THE ACCESSORY PERMITTED USES.

Section 2.33 B2C (General Business) District Intent, Permitted Uses, and Special Uses

- Alcoholic beverage sales (off-premise consumption)*
- Kennel*
- Laboratory medical/dental*
- Loading facility off-street
- Outdoor café*
- Outdoor display of goods*
- Outdoor sales*
- Outdoor storage*
- Parking facility off-street
- Sign

ORDAINED this day of	, 2016 to become effective 7 days after publication.
Rackeline J. Hoff, Mayor	_
Laura Pierce, Clerk	_

ORD	INANCE	NO.	

AN ORDINANCE TO AMEND CHAPTER 126, ZONING, OF THE CODE OF THE CITY OF BIRMINGHAM:

TO AMEND SECTION 2.35, B3 (OFFICE-RESIDENTIAL) DISTRICT INTENT, PERMITTED USES, AND SPECIAL USES TO AMEND THE ACCESSORY PERMITTED USES.

Section 2.35 B3 (Business-Residential) District Intent, Permitted Uses, and Special Uses

- Laboratory medical/dental*
- Loading facility off-street
- Outdoor café*
- Outdoor display*
- Parking facility off-street
- Parking structure
- Shelter building*
- Sign
- Swimming pool public

ORDAINED this	day of	, 2016 to become effective 7 days after publication.
Rackeline J. Hoff, Ma	ayor	
Laura Pierce, Clerk		

ORDINANCE NO.

AN ORDINANCE TO AMEND CHAPTER 126, ZONING, OF THE CODE OF THE CITY OF BIRMINGHAM:

TO AMEND SECTION 2.37, B4 (BUSINESS RESIDENTIAL) DISTRICT INTENT, PERMITTED USES, AND SPECIAL USES TO AMEND THE ACCESSORY PERMITTED USES.

Section 2.37 B4 (Business-Residential) District Intent, Permitted Uses, and Special Uses

- Alcoholic beverage sales*
- Laboratory medical/dental*
- Loading facility off-street
- Outdoor café*
- Outdoor display of goods*
- Outdoor sales*
- Parking facility off-street
- · Retail fur sales cold storage facility
- Sign

ORDAINED this day of	, 2016 to become effective 7 days after publication.
Rackeline J. Hoff, Mayor	
Laura Pierce, Clerk	

ORDI	NANCE	NO	
OKDI	INVINCE	INO.	

AN ORDINANCE TO AMEND CHAPTER 126, ZONING, OF THE CODE OF THE CITY OF BIRMINGHAM:

TO AMEND SECTION 2.39, MX (MIXED USE) DISTRICT INTENT, PERMITTED USES, AND SPECIAL USES TO AMEND THE ACCESSORY PERMITTED USES.

Section 2.39 MX (Mixed Use) District Intent, Permitted Uses, and Special Uses

- Alcoholic beverage sales*
- Dwelling accessory*
- Garage private
- Greenhouse private
- Home occupation
- Loading facility off-street*
- Outdoor café*
- Outdoor sales or display of goods*
- Outdoor storage*
- Parking facility off-street*
- Parking structure*
- Renting of rooms*
- Sign
- Swimming pool private

ORDAINED this day of	, 2016 to become effective 7 days after publication.
Rackeline J. Hoff, Mayor	
Laura Pierce, Clerk	

ORDINANCE N	0
--------------------	---

AN ORDINANCE TO AMEND CHAPTER 126, ZONING, OF THE CODE OF THE CITY OF BIRMINGHAM:

TO AMEND SECTION 4.12 FN-03, FENCE STANDARDS, TO REMOVE THE OUTDOOR STORAGE FENCE PROVISIONS FROM THIS SECTION.

Section 4.12 FN-03 B2 B2B B2C Reserved.

The following fence standards apply:

- A. Enclosing Outside Storage: Fences are required for the enclosing of areas of outside storage of goods, material or equipment. The fences shall not be less than 6 feet in height above grade.
- B. Fence construction: Unchanged.

ORDAINED this	day of	, 2016 to become effective 7 days after publication.
Rackeline J. Hoff, M	ayor	
Laura Pierce, Clerk		

ORDINANCE N	0
--------------------	---

AN ORDINANCE TO AMEND CHAPTER 126, ZONING, OF THE CODE OF THE CITY OF BIRMINGHAM:

TO AMEND ARTICLE 4, SECTION 4.57, SCREENING STANDARDS, TO ADD SCREENING STANDARDS FOR OUTDOOR STORAGE.

Section 4.57 SC-04

This Screening Standards section applies to the following districts:

O1 **O2 B1 B2 B2B B2C B3 B4 MX TZ3**

- A. Unchanged.
- B. <u>Screening of Outdoor Storage</u>: All outdoor storage areas shall be fully screened from view on all sides. Screening shall be constructed of materials compatible with the principal building. Wire fences with inserted strips of metal, plastic and similar materials shall not be substituted for the required screening.

ORDAINED this	day of	, 2016 to	become effective	7 days after po	ublication.
Rackeline J. Hoff, Ma	ayor				
Laura Pierce, Clerk					

ORDI	NANCE	NO				

AN ORDINANCE TO AMEND CHAPTER 126, ZONING, OF THE CODE OF THE CITY OF BIRMINGHAM:

TO AMEND SECTIONS 4.67 TO 4.72, STORAGE AND DISPLAY STANDARDS, TO AMEND THE OUTDOOR DISPLAY AND STORAGE STANDARDS IN O1, O2, B2, B2B, B2C, B4 AND MX.

Section 4.67 SD-02

This Storage and Display Standards section applies to the following districts:

O1 O2 B1 B2 B2B B2C B3 B4 MX TZ3

The following storage and display standards apply:

- A. <u>Outdoor Display:</u> Outdoor display is permitted as an accessory use to a permitted principal use on the same property, subject to the following standards:
 - All outdoor displays at gasoline service stations and party stores are required to obtain Site Plan & Design Review approval in accordance with Article 7 of the Zoning Ordinance. Outdoor displays for any other permitted principal uses on a site are required to obtain Design Review Approval in accordance with Article 7 of the Zoning Ordinance;
 - 2. Outdoor displays shall be permitted only as an accessory use on the same lot as the permitted principal use or Special Land Use, and shall not be operated as a separate business;
 - 3. Outdoor displays shall not exceed a maximum of 4' in height;
 - 4. For all buildings, including multi-tenant, the combined area of outdoor displays shall not exceed 0.5 square feet for each linear foot of the width of the building on the side where the primary entrance to the business is located, which may or may not front a street. The Historic District Commission, Design Review Board or Planning Board may designate an alternate horizontal building width;
 - 5. Outdoor display areas shall be located on concrete, asphalt, or paved areas and shall not be located on or within lawn areas or landscaping areas;

- 6. Furniture or shelving used to display goods outside must be made of finished metal or wood or a material of comparable quality and maintained in a good condition;
- 7. An unobstructed path not less than five feet in width shall be continuously maintained for pedestrian access to all business entrances and no point of access or egress from any building shall be blocked at any time:
- 8. Propane containers and ice storage containers are not permitted between the building and any frontage line;
- 9. All outdoor display areas must be kept clean, orderly, and maintained.
- B. <u>Outdoor Storage:</u> Outdoor storage is permitted as an accessory use to the principle use subject to the following standards:
 - 1. Outdoor storage is permitted on private property in the side and rear open space with administrative approval in accordance with Article 7, Section 7.14.
 - 2. Outdoor storage is prohibited in the front open space or a side open space abutting a side street;
 - 3. Outdoor storage shall not exceed 6' in height and must be screened in accordance with Article 4, Section 4.57;
 - 4. Outdoor storage shall be located on concrete, asphalt, or paver areas and shall not be located on or within lawn areas or landscaping areas;
 - 5. All outdoor storage areas must be kept clean, orderly, and maintained;

Section 4.678 SD-023

This storage and display Standards section applies to the following district:

01

- A. Outdoor Storage: The outdoor storage of goods or materials is prohibited.
- AB. Unchanged.
- **B**C. Unchanged.

Section 4.68 SD-03

This storage and display Standards section applies to the following district:

Ο2

- A. Outdoor Storage: The outdoor storage of goods or materials is prohibited.
- B. <u>Outdoor Sales and Display:</u> Outdoor sales and/or display of merchandise is prohibited except it may be permitted for uses requiring a special land use permit.

- A. Outdoor Sales and Display:
 - 1. Customary incidental outside areas for display and sale of products are permitted provided such areas are improved and maintained with a paved surface having a suitable base so as to provide a permanent, durable and dustless surface.
 - 2. The area shall be graded and drained so as to collect and dispose of all surface water accumulated within the area without allowing runoff to flow over abutting public or private property.

Section 4.7069 SD-054 B1

Unchanged.

Section 4.7170 SD-065 B3

Unchanged.

Section 4.721 SD-076

Laura Pierce, Clerk

B4

The following storage and display standards apply:

- A. <u>Outdoor Sales and Display:</u> The outdoor display and sale of merchandise regularly offered for sale by the principal use indoors is permitted subject to the following:
 - 1. The display and sale shall take place on private property only and shall not occupy a public right-of-way or any other public property.
 - 2. The display and sale shall take place on not more than 2 occasions in each calendar year. Each occasion shall involve not more than 3 days.
 - 3. The display and sale shall be permitted in addition to the limitations set in subsection 2 of this section on days during which there is a general sales event involving several merchants when such event has been approved by the City Commission.
 - 14.—The City Commission shall have the authority to waive any permit fees, requirements, or licenses in those instances where a community function, sponsored by a charitable, civic or community organization, has been approved by the City Commission.

Section 4.72 Reserved. ORDAINED this ______ day of ______, 2016 to become effective 7 days after publication. Rackeline J. Hoff, Mayor

AN ORDINANCE TO AMEND CHAPTER 126, ZONING, OF THE CODE OF THE CITY OF BIRMINGHAM:

TO AMEND SECTION 5.10, B2 DISTRICT, B2B DISTRICT, B2C DISTRICT, USE SPECIFIC STANDARDS TO AMEND THE OUTDOOR DISPLAY AND STORAGE STANDARDS.

A – I Unchanged

- J. <u>Outdoor Display of Goods:</u> The outdoor display of goods is permitted provided such areas are improved and maintained with a paved surface having a suitable base to provide a permanent durable and dustless surface. Such area shall be graded and drained to collect and dispose of all surface water accumulated within the area without flowing the same over abutting public or private property.
- K. <u>Outdoor Sales of Goods:</u> The outdoor sales of goods is permitted provided such areas are improved and maintained with a paved surface having a suitable base to provide a permanent durable and dustless surface. Such area shall be graded and drained to collect and dispose of all surface water accumulated within the area without flowing the same over abutting public or private property.
- L. <u>Outdoor Storage of Goods:</u> The outdoor storage of goods, materials or equipment is permitted provided such storage areas conform to Section 4.12.

M. J.	Unchanged.				
N. K.	Unchanged.				
ORDA	INED this day	of	_, 2016 to become	effective 7 days after	publication.
Racke	line J. Hoff, Mayor				
 Laura	Pierce, Clerk				

ORDINANCE N	0
-------------	---

AN ORDINANCE TO AMEND CHAPTER 126, ZONING, OF THE CODE OF THE CITY OF BIRMINGHAM:

TO AMEND SECTION 5.12, B4 DISTRICT, USE SPECIFIC STANDARDS TO AMEND THE OUTDOOR DISPLAY AND STORAGE STANDARDS.

A - H Unchanged

- <u>I.</u> Outdoor Display of Goods: The outdoor display of goods is permitted provided such areas are improved and maintained with a paved surface having a suitable base to provide a permanent durable and dustless surface. Such area shall be graded and drained to collect and dispose of all surface water accumulated within the area without flowing the same over abutting public or private property.
- J. <u>Outdoor Sales of Goods:</u> The outdoor sales of goods is permitted provided such areas are improved and maintained with a paved surface having a suitable base to provide a permanent durable and dustless surface. Such area shall be graded and drained to collect and dispose of all surface water accumulated within the area without flowing the same over abutting public or private property.

K. I. Unchanged	
ORDAINED this day of	, 2016 to become effective 7 days after publication.
Rackeline J. Hoff, Mayor	
Laura Pierce, Clerk	

ORDINANCE	NO

AN ORDINANCE TO AMEND CHAPTER 126, ZONING, OF THE CODE OF THE CITY OF BIRMINGHAM:

TO AMEND SECTION 5.13, MX DISTRICT, USE SPECIFIC STANDARDS TO AMEND THE OUTDOOR DISPLAY AND STORAGE STANDARDS.

- A G Unchanged
- H. Outdoor Sales of Goods: The outdoor sales of goods is permitted provided such areas are improved and maintained with a paved surface having a suitable base to provide a permanent durable and dustless surface. Such area shall be graded and drained to collect and dispose of all surface water accumulated within the area without flowing the same over abutting public or private property.
- I. <u>Outdoor Storage of Goods:</u> The outdoor storage of goods, material or equipment is permitted and shall be enclosed with a screen wall.
- J. H. Unchanged
- K.I. Unchanged
- L.J. Unchanged
- M.K. Unchanged

ORDAINED this day	of, 2016	to become effective 7 of	days after publication.
Rackeline J. Hoff, Mayor			
Laura Pierce, Clerk			

ORDINANCE NO
THE CITY OF BIRMINGHAM ORDAINS:
AN ORDINANCE TO AMEND CHAPTER 126, ZONING, OF THE CODE OF THE CITY OF BIRMINGHAM:
TO AMEND ARTICLE 9, SECTION 9.02, DEFINITIONS, TO ADD DEFINITIONS FOR OUTDOOR DISPLAY, OUTDOOR STORAGE AND BUILDING FRONTAGE, PRINCIPAL.
Article 9, Section 9.02
Outdoor Display – The placement of any item(s) outside a building for decorative display and/or accessible to the public for the purpose of sale, rent, lease or exhibit.
Outdoor Storage –The storage of any materials not fully enclosed within a building that are directly related to the principal use on the same property, excluding trash containers.
ORDAINED this day of, 2016 to become effective 7 days after publication.

Rackeline J. Hoff, Mayor

Laura Pierce, Clerk

CITY OF BIRMINGHAM

REGULAR MEETING OF THE PLANNING BOARD WEDNESDAY, APRIL 10, 2013 City Commission Room 151 Martin Street, Birmingham, Michigan

Minutes of the regular meeting of the City of Birmingham Planning Board held April 10, 2013. Chairman Robin Boyle convened the meeting at 7:30 p.m.

Present: Chairman Robin Boyle; Board Members Scott Clein, Carroll DeWeese,

Bert Koseck, Gillian Lazar, Janelle Whipple-Boyce, Bryan Williams

Absent: Student Representative Arshon Afrakhteh

Administration: Jana Ecker, Planning Director

Carole Salutes, Recording Secretary

04-62-13

STUDY SESSION Outdoor Display and Storage

Ms. Ecker noted The Planning Board recently added the issue of outdoor sales and storage to the annual Action List, and at the last Planning Board meeting several photos of outdoor storage were passed around for discussion purposes.

To commence the study of outdoor display, sales and storage, Ms. Ecker presented a review of the current ordinance regulations on the subject.

The use of inconsistent terms occurs across various sections of the Zoning Ordinance, and varying standards are in place across the different zone districts. In addition, the outdoor display, sales and storage standards are located in numerous sections of the Zoning Ordinance, including two different locations in Article 4, Development Standards and also throughout Article 5, Use Specific Standards. Finally, notably absent are any definitions for any of these terms.

Thus, Ms. Ecker advised that the Planning Board may wish to consider adopting definitions for the terms outdoor display and/or outdoor sales and outdoor storage. Once the definitions of each have been clarified, ordinance amendments should clearly state in which zone districts each, all or none of these uses are permitted, and clear standards for such uses should be considered. For example, standards for the maximum area for outdoor display, sales or storage could be provided, regulations with regard to the location of such uses on the lot (in the rear, storefront, not blocking pedestrian pathways etc.), screening requirements and aesthetic standards for display fixtures could also be included.

Outdoor display, sales and storage definitions, regulations and information from various cities were provided for the board's review and comment.

Ms. Whipple-Boyce observed that outdoor displays are a problem in the transition areas. There may be a problem of policing as well. Mr. Koseck thought it gets back to whether the merchant cares. The question is how to go about modifying the language of the ordinance to allow displays, but in a controlled manner that would look better. Mr. DeWeese commented the City has paid a lot of attention to buildings, but not much attention to the ancillaries.

Ms. Whipple-Boyce said she doesn't object to displays during business hours because sometimes they are interesting and they draw people. She thought a time restriction would discourage outdoor storage of materials.

Mr. DeWeese thought there is an appropriateness to having some things out on the street. He was interested in defining the standard of what they are trying to achieve, perhaps with a form based approach. There might be a trade-off that would give an incentive to property owners to find it in their self-interest to pay more attention to their display.

Chairman Boyle noted here is a distinction between a display and storage. Also, timing is something to contemplate. He asked staff to continue collecting information and to provide some ordinance language for the board to consider.

CITY OF BIRMINGHAM REGULAR MEETING OF THE PLANNING BOARD WEDNESDAY, APRIL 24, 2013 City Commission Room

151 Martin Street, Birmingham, Michigan

Minutes of the regular meeting of the City of Birmingham Planning Board held April 24, 2013. Vice-Chairperson Gillian Lazar convened the meeting at 7:30 p.m.

Present: Chairman Robin Boyle (arrived at 7:56 p.m.); Board Members Scott Clein

(arrived at 7:45 p.m.), Carroll DeWeese, Gillian Lazar, Janelle Whipple-

Boyce, Bryan Williams; Student Representative Arshon Afrakhteh

Absent: Bert Koseck

Administration: Matthew Baka, Sr. Planner

Jana Ecker, Planning Director

Carole Salutes, Recording Secretary

04-73-13

STUDY SESSION Outdoor Display and Storage

Ms. Ecker continued the discussion from the last meeting on April 10, 2013 when the Planning Board began considering outdoor display and storage issues around the City. Board members reviewed the existing ordinance language, and requested staff to prepare draft ordinance language to define outdoor display and outdoor storage. Board members felt that each use should be distinguished by the short-term or long-term nature of the outdoor display, and that limited hours should be considered. In addition, the board requested the addition of standards to control the location, size and looks of both outdoor display and storage areas, without imposing extensive and detailed standards. It was also discussed that ice machines, propane storage and similar displays may be best around the side or rear of buildings, and not in the front. Board members also expressed the need for improved code enforcement for outdoor storage.

Ms. Ecker advised that based on the direction of the Planning Board, draft ordinance language to

define and regulate outdoor display and outdoor storage has been provided along with additional regulations and information from various cities.

For all of the zone districts where outdoor display and storage are allowed, special standards have been set up for outdoor display and a separate set of standards for outdoor storage.

Ms. Ecker explained that nothing in the draft ordinance pertains to residential; it is only for commercial and mixed-use districts. The wording does not say anything about appeals. Mr. DeWeese thought an appeal process should be included. Also, that the display must be aesthetically compatible, so there is the flexibility to turn someone down in an egregious situation. Ms. Whipple-Boyce wanted to see some language about height of the display.

In calculating the percentage of space for display, Mr. Clein suggested language to the effect that 20% of the building gross floor area, or not to exceed "x" sq. ft., would be allowed Also, he thought they may want to be more lenient in requiring businesses to meet their parking requirement before taking up a space for display purposes.

Chairman Boyle said to say that outdoor displays should not be located within handicap accessible parking spaces, and that's all. That way, it leaves the option for someone to take up more spaces.

It was noted that decorative displays in commemoration of national holidays should be allowed and that inflatables are prohibited.

Consensus was that outdoor display permits can be issued for seasonal use. It was thought that if a display is valuable it will be brought in at night by the retailer.

Discussion determined that having temporary and permanent outdoor displays should not require that goods sold on a regular basis must also be displayed within the principal building. They can remain outside.

The language for outdoor storage suggests the storage areas be limited to 10% of the gross floor area of the primary building. Mr. DeWeese suggested having no limits in terms of the percentage of space but include maintenance and shielding requirements.

This discussion will be continued at a future meeting.

CITY OF BIRMINGHAM REGULAR MEETING OF THE PLANNING BOARD WEDNESDAY, AUGUST 28, 2013

City Commission Room 151 Martin Street, Birmingham, Michigan

Minutes of the regular meeting of the City of Birmingham Planning Board held August 28, 2013. Chairman Robin Boyle convened the meeting at 7:32 p.m.

Present: Chairman Robin Boyle; Board Members Carroll DeWeese, Bert Koseck,

Gillian Lazar, Janelle Whipple-Boyce, Bryan Williams

Absent: Board Member Scott Clein; Student Representative Arshon Afrakhteh

Administration: Matthew Baka, Sr. Planner

Jana Ecker, Planning Director

Carole Salutes, Recording Secretary

08-149-13

STUDY SESSION Outdoor Display and Storage

Ms. Ecker recalled that on April 10, 2013, the Planning Board began the discussion of outdoor display and storage issues around the City. Planning Board members reviewed the existing ordinance language, and requested staff to prepare draft ordinance language to define outdoor display and outdoor storage. Board members felt that each use should be distinguished by the short-term or long-term nature of the outdoor display and that limited hours should be considered.

On April 24, 2013, the Planning Board continued the discussion on outdoor storage/display and commented on the draft ordinance changes provided by the Planning Dept.

Based on the direction of the Planning Board, staff revised draft ordinance language to define and regulate outdoor display and outdoor storage was presented. The changes that have been made from the previous draft are as follows: The general 20% limit on the display area has been eliminated in favor of allowing the limited use of parking spaces instead. This would allow the business owners to provide unlimited display on private property with the exception of the parking area. The parking would not be counted against the requirement as currently drafted. Display furniture material standards similar to those for outdoor dining have also been added. The outdoor storage section has been revised to prohibit outdoor storage in the front open space, and to only allow long-term storage such as ice machines and propane on the side or rear of buildings.

Discussion determined that sheds are considered accessory structures and would require a permit. Items for storage must be enclosed. Mr. Koseck thought that a temporary outdoor display for sale is fine if it is approved administratively. Ms. Ecker added that seasonal or temporary display areas may occupy three parking spaces or 20% of the parking lot, whichever is more. Mr. Koseck said any permanent fixture on the building exterior should be avoided. Mr. DeWeese felt something that is compatible with the building might be acceptable but it should require administrative review.

Ms. Whipple-Boyce voiced her opinion that moving storage to the rear may create problems in the alleys that the board is working to improve. Anything that can be inside should be. Ms. Ecker agreed to e-mail to the board members an example of outdoor storage requirements that are very rigid and clear-cut. Mr. DeWeese said if someone wanted an exception there might be an option for administrative approval or Planning Board review.

It was agreed to put this item off for one more month.

CITY OF BIRMINGHAM REGULAR MEETING OF THE PLANNING BOARD WEDNESDAY, JANUARY 22, 2014 City Commission Room

151 Martin Street, Birmingham, Michigan

Minutes of the regular meeting of the City of Birmingham Planning Board held January 22, 2014. Chairman Robin Boyle convened the meeting at 7:30 p.m.

Present: Chairman Robin Boyle; Board Members Carroll DeWeese, Scott Clein,

Gillian Lazar, Janelle Whipple-Boyce, Bryan Williams

Absent: Board Member Bert Koseck; Student Representative Arshon Afrakhteh

Administration: Matthew Baka, Sr. Planner

Ken Cooper, Asst. Building Official Jana Ecker, Planning Director Bruce Johnson, Building Official Carole Salutes, Recording Secretary

01-18-14

STUDY SESSION Outdoor Storage

The consensus was that it doesn't make sense to go forward with this matter until after Transitional Zoning has gone to the City Commission.

CITY OF BIRMINGHAM REGULAR MEETING OF THE PLANNING BOARD WEDNESDAY, JANUARY 27, 2016

City Commission Room 151 Martin Street, Birmingham, Michigan

Minutes of the regular meeting of the City of Birmingham Planning Board held on January 27, 2016. Chairman Scott Clein convened the meeting at 7:30 p.m.

Present: Chairman Scott Clein; Board Members Robin Boyle, Stuart Jeffares, Bert

Koseck, Janelle Whipple-Boyce, Bryan Williams; Alternate Board Member

Daniel Share

Absent: Board Member Gillian Lazar

Administration: Matthew Baka, Senior Planner

John Connaughton, Fire Chief Jana Ecker, Planning Director

Carole Salutes, Recording Secretary

4. Outdoor Storage

Mr. Baka recalled that on April 10, 2013, the Planning Board began the discussion of outdoor display and storage issues around the City. Planning Board members reviewed the existing ordinance language, and requested staff to prepare draft ordinance language to define outdoor display and outdoor storage. In general the approach to outdoor display, sales and storage throughout the Zoning Ordinance is inconsistent and scattered. Board members felt that each use should be distinguished by the short-term or long-term nature of the outdoor display and that limited hours should be considered.

On April 24 and August 28, 2013, the Planning Board continued the discussion on outdoor storage/display and commented on the draft ordinance changes provided by the Planning Dept. Suggestions on the amount of outdoor display ranged from setting a percentage limit of the gross square footage of the floor area of the primary building to allowing unlimited display but requiring high standards of maintenance and screening. There was also discussion regarding the use of parking spaces for display and it was suggested that displays in parking spaces not be counted against the parking requirement.

The draft ordinance language presented was intended to reflect the Planning Board's comments. Other factors the board may wish to consider are whether outdoor storage and/or display should be permitted in the O-1, B-1, or B-3 Zones. As currently drafted, neither activity is permitted in those zones.

Mr. Baka thought the board should start by focusing on the outdoor display standards. It may be advisable to put a limit on how high people can store products. Item A (4) in Section 4.65 SD-04 states seasonal or temporary display areas may occupy three parking spaces or 20% of the parking lot, whichever is more.

Mr. Koseck noted that none of the standards will work unless someone is policing them. He thought propane, ice machines, etc. should be pushed around the corner or to the rear. Ms. Whipple-Boyce said gas stations and convenience stores are the main offenders. Maybe the board needs to get more specific about those businesses. Wiper fluid could be sold from the inside of the building. She also thought other items left outside such as picnic tables and barbeques might be addressed. Mr. Share said the outdoor displays should be brought in at night and the various blue beasts kept out of the front.

Mr. Baka indicated he will switch the language in Item A (4) in Section 4.65 to say that temporary display areas may occupy three parking spaces or 20% of the parking lot, whichever is <u>less</u>. Ms. Ecker stated that staff will run several sites through the draft ordinance, and provide pictures of the selected sites from all sides so that the board can evaluate how this ordinance would apply.

There was no discussion from the public at 10:03 p.m.

CITY OF BIRMINGHAM REGULAR MEETING OF THE PLANNING BOARD WEDNESDAY, MARCH 9, 2016

City Commission Room 151 Martin Street, Birmingham, Michigan

Minutes of the regular meeting of the City of Birmingham Planning Board held on March 9, 2016. Chairman Scott Clein convened the meeting at 7:30 p.m.

Present: Chairman Scott Clein; Board Members Robin Boyle, Stuart Jeffares,

Janelle Whipple-Boyce, Bryan Williams; Alternate Board Member Lisa

Prasad; Student Representative Colin Cusimano

Absent: Board Members Bert Koseck, Gillian Lazar; Alternate Board Member

Daniel Share

Administration: Matthew Baka, Senior Planner

Jana Ecker, Planning Director

Carole Salutes, Recording Secretary

03-38-16

2. Outdoor Storage and Display

Mr. Baka recalled that over several study sessions Planning Board members reviewed the existing ordinance language, and requested staff to prepare draft ordinance language and to provide definitions for outdoor display and outdoor storage. Board members felt that each use should be distinguished by the short term or long term nature of the outdoor display, and that limited hours should be considered. In addition, the board requested the addition of standards to control the location, size and looks of both outdoor display and storage areas, without imposing extensive and detailed standards.

Continuing discussion from the last study session, the board had requested that staff go out and investigate how some of the proposed regulations would affect some existing sites throughout town. What they found is for the most part the existing conditions are permitted under the ordinance. Mr. Baka presented a PowerPoint that was prepared with photos taken at three sites in Birmingham that currently have outdoor storage and/or display. One idea the board had talked about last time was not to allow any storage in the front open space. Any layout of materials in the front open space might require a Design Review. Under the proposed draft language, outdoor displays must be brought in every night.

Mr. Williams pointed out there is a distinction between outdoor storage and items on display that are for sale. For sale items should have standards set up to regulate their

appearance. Ms. Whipple-Boyce thought part of the problem becomes the amount of display that is put out.

Mr. Baka advised that currently the ordinance allows 20% of the floor area of the building for outdoor storage, or 1,000 sq. ft., whichever is more. Also storage is limited to 6 ft. in height. Ms. Whipple-Boyce thought maybe a Design Review of outdoor displays/storage is what is needed because there are less than ten sites in town to consider.

Mr. Boyle suggested inserting requirements for gas stations that they must submit a site plan that includes all proposed outdoor displays/storage and if more is added they have to come in for Design Review. Ms. Ecker said that can be discussed with the City Attorney to see if he has any objections to singling out this one use.

The board decided that all outdoor storage must not be visible and outdoor display is anything not stored in a box that is on a shelf for sale. Outdoor display should take up no more than 500 sq. ft. or a percentage of the linear building frontage, and height is capped at 4 ft. from grade.

Ms. Ecker summarized the discussion. Outdoor display should be limited in square footage, limited in height, allowed in the front with design review. Outdoor storage definitions should be more clear, and only permitted in the rear if screened.

CITY OF BIRMINGHAM REGULAR MEETING OF THE PLANNING BOARD WEDNESDAY, APRIL 13, 2016

City Commission Room 151 Martin Street, Birmingham, Michigan

Minutes of the regular meeting of the City of Birmingham Planning Board held on April 13, 2016. Chairman Scott Clein convened the meeting at 7:30 p.m.

Present: Chairman Scott Clein; Board Members Robin Boyle, Stuart Jeffares, Bert

Koseck, Gillian Lazar, Janelle Whipple-Boyce, Bryan Williams

Absent: Alternate Board Members Lisa Prasad. Daniel Share: Student

Representative Colin Cusimano

Administration: Matthew Baka. Senior Planner

Sean Campbell, Asst. Planner Jana Ecker, Planning Director

Carole Salutes, Recording Secretary

04-62-16

DESIGN REVIEW Outdoor display and storage

Mr. Baka provided background. He noted that over the past several years, the Planning Board has been holding study sessions aimed at creating standards to add to the Zoning Ordinance that would regulate outdoor displays and storage. They have talked about coming up with a ratio similar to the way the allowable amount of signage is calculated. The square footage of signage is determined by a ratio of 1/1 from the linear footage across the principal building frontage.

Ms. Whipple-Boyce thought it should be required that outdoor display be so many feet away from the entry door.

Ms. Ecker advised that if the board wants all gas stations to come to the Planning Board for outdoor storage review, the ordinance language should specify that as not all existing gas stations currently operate under a Special Land Use Permit ("SLUP"). Other types of establishments would have to get approval from the Design Review Board. The board then discussed at what point display turns into storage. Ms. Ecker defined outdoor display as the placement of any item or items outside of a building for decorative display and that are accessible to the public for the purpose of sale or exhibit. Locked ice and propane containers are therefore outdoor storage as they are not accessible to the public. Board members thought that storage of propane and ice should not be permitted on the front of a building.

Draft language has been written to allow three (3) sq. ft. of display area for each foot of principal building frontage. It was thought that was too much. Consensus was that displays can change without the business having to come back before a board for further review.

Mr. Baka agreed to bring examples next time so the board could see the difference between 1, 2, and 3 sq. ft. of display space for each foot of linear frontage.

CITY OF BIRMINGHAM REGULAR MEETING OF THE PLANNING BOARD WEDNESDAY, MAY 11, 2016

City Commission Room 151 Martin Street, Birmingham, Michigan

Minutes of the regular meeting of the City of Birmingham Planning Board held on May 11, 2016. Vice-Chairperson Gillian Lazar convened the meeting at 7:30 p.m.

Present: Board Members Stuart Jeffares, Bert Koseck, Gillian Lazar, Daniel Share, Janelle

Whipple-Boyce, Bryan Williams; Student Representative Colin Cusimano

Absent: Chairman Scott Clein; Board Member Robin Boyle.

Administration: Jana Ecker, Planning Director

Carole Salutes, Recording Secretary

05-85-16

2. Outdoor Storage and Display

Ms. Ecker thought the board is getting close to a determination on this item as well. She summarized what was discussed at the last meeting. The comments were whether ice machines and propane storage should be prohibited in the front and put around on the side or the rear of buildings. Also the board talked about simplifying the draft ordinance, eliminating the use of parking spaces for display, and requiring design review for outdoor display regardless of the use. Accordingly, the draft ordinance language has been amended to reflect the requested changes.

Further, the board had asked for examples of storage based on building frontage.

Board members agreed that ice machines and propane storage should not be between the building and any frontage line on a street. Mr. Share suggested using the term propane containers rather than tanks. Mr. Williams thought the board should only identify those items that they want to prohibit or limit, propane being one. Ms. Whipple-Boyce suggested saying that seasonal goods such as flower displays need to be on a concrete or paved surface.

Ms. Ecker noted a section had been added to the draft ordinance saying all outdoor displays at gasoline service stations are required to obtain Site Plan and Design Review. Any other outdoor displays for other principal uses on a site only have to get Design Review, which costs less. It was noted that convenience stores are offenders also and they should be required to obtain Site Plan and Design Review as well, regardless of the Zone District.

Ms. Ecker presented layouts showing how many square feet would be taken up for storage given a 1 x 1, 2 x 1 and 3 x 1 ratio of the front linear footage. The consensus was to use a $.5 \times 1$ ratio.

Motion by Ms. Whipple-Boyce Seconded by Mr. Koseck to set a public hearing to June 8, 2016 to discuss outdoor storage and display.

Discussion considered that the ordinance amendments would only affect any new business or new storage and display unless a sunset provision is added. It was decided that issue should be sent to the City Attorney for his opinion on the use of sunset clauses and how soon a sunset clause could be invoked.

Ms. Whipple-Boyce and Mr. Koseck withdrew their motion.

CITY OF BIRMINGHAM REGULAR MEETING OF THE PLANNING BOARD WEDNESDAY, JUNE 8, 2016

City Commission Room 151 Martin Street, Birmingham, Michigan

Minutes of the regular meeting of the City of Birmingham Planning Board held on June 8, 2016. Chairman Scott Clein convened the meeting at 7:32 p.m.

Present: Chairman Scott Clein; Board Members Stuart Jeffares, Bert Koseck,

Gillian Lazar, Janelle Whipple-Boyce; Alternate Board Member Daniel

Share; Student Representative Colin Cousimano (left at 9 p.m.)

Absent: Board Members Robin Boyle, Bryan Williams; Alternate Board Member

Lisa Prasad

Administration: Matthew Baka, Senior Planner

Jana Ecker, Planning Director

Carole Salutes, Recording Secretary

06-99-16

STUDY SESSION ITEMS

1. Outdoor Storage and Display

Ms. Ecker recalled that over several study sessions Planning Board members reviewed the existing ordinance language, and requested staff to prepare draft ordinance language and to provide definitions for outdoor display and outdoor storage. Board members felt that each use should be distinguished by the short term or long term nature of the outdoor display, and that limited hours should be considered. Further, the board requested the addition of standards to control the location, size and looks of both outdoor display and storage areas, without imposing extensive and detailed standards.

Draft ordinance language was presented at the March 9, 2016 Planning Board meeting that incorporated many of the concepts that had been discussed during previous study sessions. At that time, the board expressed a desire to simplify the draft ordinance by pushing all storage to the rear or side of buildings with full screening, eliminating any use of parking spaces for displays and requiring design review for any outdoor display regardless of use. It was also suggested that the amount of outdoor display area permitted be a ratio of the principal building frontage, similar to the way that signage is regulated.

For the purposes of discussion, draft ordinance language was presented at the April 13, 2016 Planning Board meeting to allow three (3) square feet of display area for each foot

of principal building frontage. In addition, the definition of principal building frontage contained in the Sign Ordinance was added to Article 09 of the Zoning Ordinance. It was requested that staff provide additional examples of how much display area would result from various principal building frontage calculations. In addition, the Planning Board requested that language be added prohibiting ice machines and propane storage in the front open space.

On May 11, 2016, the Planning Division presented several outdoor display scenarios at existing sites to illustrate the potential size of outdoor display areas based on a few different ratios being considered for review and discussion. Based on these illustrations, the Planning Board recommended a ratio of 0.5 sq. ft. of outdoor display space per linear foot of building frontage.

Board members also requested that site plan and design review be conducted for all gasoline stations and convenience stores. Additional information was requested from the City Attorney regarding amortization clauses or "sunset clauses" to determine how much notice is required to remove outdoor storage and display areas that have not previously been approved through the site plan and/or design review process.

Accordingly, the draft ordinance language has been amended to reflect the requested changes.

Ms. Ecker advised that staff recommends using the term party store rather than convenience store because there is no definition of convenience store in the ordinance. At the last meeting the board changed propane tanks to propane containers. The board might want to change ice machines to ice storage containers. It was also discussed that these should not be permitted between the building and any frontage line. The letter from the City Attorney has not yet been completed. However, Mr. Currier advised that a sunset clause cannot be written for outdoor storage because the Michigan Zoning Enabling Act does not allow it.

Ms. Whipple-Boyce thought it unfortunate that the two examples that prompted the board to look into storage and display can remain as they are. Where a business owner may have come to the Planning Board for a subtle change, now they may decide not do so in order to avoid getting hit with these restrictions.

Ms. Ecker noted you have to start somewhere, and if the rules and regulations are not set up to get where you want to go, you will never get there.

Motion by Mr. Koseck

Seconded by Mr. Share to move this to a public hearing on Outdoor Display and Storage on July 13, 2016.

There was no public to comment on the motion at 9:05 p.m.

Motion carried, 5-1.

VOICE VOTE

Yeas: Koseck, Share, Clein, Jeffares, Share Nays: Whipple-Boyce Absent: Boyle, Williams

DRAFT Planning Board Minutes July 13, 2016

PUBLIC HEARING

1. To consider the following amendments to Chapter 126, Zoning, of the Code of the City of Birmingham:

TO AMEND SECTION 2.23, O-2 (OFFICE/COMMERCIAL) DISTRICT INTENT, PERMITTED USES, AND SPECIAL USES, TO AMEND THE ACCESSORY PERMITTED USES.

TO AMEND SECTION 2.27, B-1 (OFFICE-RESIDENTIAL) DISTRICT INTENT, PERMITTED USES, AND SPECIAL USES TO AMEND THE ACCESSORY PERMITTED USES.

TO AMEND SECTION 2.29, B-2 (GENERAL BUSINESS) DISTRICT INTENT, PERMITTED USES, AND SPECIAL USES TO AMEND THE ACCESSORY PERMITTED USES.

TO AMEND SECTION 2.31, B-2B (GENERAL BUSINESS) DISTRICT INTENT, PERMITTED USES, AND SPECIAL USES TO AMEND THE ACCESSORY PERMITTED USES.

TO AMEND SECTION 2.33, B-2C (GENERAL BUSINESS) DISTRICT INTENT, PERMITTED USES, AND SPECIAL USES TO AMEND THE ACCESSORY PERMITTED USES.

TO AMEND SECTION 2.35, B-3 (OFFICE-RESIDENTIAL) DISTRICT INTENT, PERMITTED USES, AND SPECIAL USES TO AMEND THE ACCESSORY PERMITTED USES.

TO AMEND SECTION 2.37, B-4 (BUSINESS RESIDENTIAL) DISTRICT INTENT, PERMITTED USES, AND SPECIAL USES TO AMEND THE ACCESSORY PERMITTED USES.

TO AMEND SECTION 2.39, MX (MIXED USE) DISTRICT INTENT, PERMITTED USES, AND SPECIAL USES TO AMEND THE ACCESSORY PERMITTED USES.

TO AMEND SECTION 4.12 FN-03, FENCE STANDARDS, TO REMOVE THE OUTDOOR STORAGE FENCE PROVISIONS FROM THIS SECTION.

TO AMEND ARTICLE 4, SECTION 4.57, SCREENING STANDARDS, TO ADD SCREENING STANDARDS FOR OUTDOOR STORAGE.

TO AMEND SECTIONS 4.67 TO 4.72, STORAGE AND DISPLAY STANDARDS, TO AMEND THE OUTDOOR DISPLAY AND STORAGE STANDARDS IN O-1, O-2, B-2, B-2B, B-2C, B-4 AND MX.

TO AMEND SECTION 5.10, B-2 DISTRICT, B-2B DISTRICT, B-2C DISTRICT, USE SPECIFIC STANDARDS TO AMEND THE OUTDOOR DISPLAY AND STORAGE STANDARDS.

TO AMEND SECTION 5.12, B-4 DISTRICT, USE SPECIFIC STANDARDS TO AMEND THE OUTDOOR DISPLAY AND STORAGE STANDARDS.

TO AMEND SECTION 5.13, MX DISTRICT, USE SPECIFIC STANDARDS TO AMEND THE OUTDOOR DISPLAY AND STORAGE STANDARDS.

TO AMEND ARTICLE 9, SECTION 9.02, DEFINITIONS, TO ADD DEFINITIONS FOR OUTDOOR DISPLAY, OUTDOOR STORAGE AND BUILDING FRONTAGE, PRINCIPAL.

Chairman Clein opened the public hearing at 7:31 p.m.

Mr. Baka recalled that over several study sessions Planning Board members reviewed the existing ordinance language, and requested staff to prepare draft ordinance language and to provide definitions for outdoor display and outdoor storage. Board members felt that each use should be distinguished by the short term or long term nature of the outdoor display, and that limited hours should be considered. Further, the board requested the addition of standards to control the location, size and looks of both outdoor display and storage areas, without imposing extensive and detailed standards.

After much consideration the Planning Board has drafted proposed ordinance amendments that would do just that. These would apply to the majority of commercial zones in the City with the exception of O-1. Mr. Baka presented a short PowerPoint that illustrated several outdoor display scenarios at existing sites and how they are proposed to be regulated. If there is a shed roof over the top but open sides, it would be considered outdoor display/storage. A ruling from the City Attorney has stated that the Michigan Zoning Enabling Act would not permit the City to phase out the existing non-conformances. However, Code Enforcement can regulate potential nuisance situations.

Mr. Baka explained the current provisions that regulate outdoor storage and display are scattered throughout the whole ordinance. They have now been located and/or replaced with new language in the Storage and Display Standards section of the ordinance and they apply to O-1, O-2, B-1, B-2, B-2B, B-2C, B-3, B-4, MX, TZ-3. He went on to talk about the various standards. Outdoor storage is much less regulated but it is intended to be kept in the back of the building and fully screened.

It was discussed that at Tim Horton's, which is located on an island, the front entrance is considered the rear and outdoor storage would be permitted there with administrative approval. Ms. Ecker clarified that legal, non-conforming uses can continue unless they have stopped for six months.

At 7:50 p.m. no one from the public came forward to provide comment.

Ms. Whipple-Boyce expressed her disappointment that the board could not make changes because the current storage/displays are grandfathered. Mr. Koseck was not sure how much change they will see.

Chairman Clein noted the new ordinance will control new developments or major changes to existing businesses. Mr. Williams wanted to make sure the non-conforming uses are documented. Ms. Ecker stated that staff will attempt to photo catalogue the size and height of existing outdoor displays and storage at locations dicussed by the Planning Board.

Motion by Ms. Whipple-Boyce

Seconded by Mr. Boyle to recommend approval of the proposed amendments to Chapter 126, Zoning of the Code of the City of Birmingham as stated above to the City Commission.

There was no discussion by members of the audience at 8 p.m.

Motion carried, 7-0.

VOICE VOTE

Yeas: Whipple-Boyce, Boyle, Clein, Jeffares, Koseck. Lazar, Williams

Nays: None Absent: None

The public hearing closed at 8 p.m.

City of Birmingham A Walkable Community

MEMORANDUM

Department of Public Services

DATE: August 12, 2016

TO: Joseph A. Valentine, City Manager

FROM: Lauren A. Wood, Director of Public Services

SUBJECT: Forestry Contract Extension

At the June 27, 2016 City Commission meeting a brief sixty (60) day extension was approved for the Tree Care and Removal Agreement with J. H. Hart Urban Forestry. This afforded us further time to develop cost comparables with other surrounding communities and review proposed term and rate changes. The current Agreement for forestry services expires August 31, 2016. This concludes a twelve year contract with J. H. Hart Urban Forestry, including three multi-year extensions. Over the life of these contracts the annual increase has been the following: 4.5%, 4.5%, 4.5%, 4.5%, 2.5%, 2.5%, 0%, 0%, 0%, 0%; respectively.

All pricing is based on a time and material cost method which is an hourly rate for all services. This ends a twelve year term, including two extensions of six years total with no rate adjustment. The bid for these services in 2004 increased the first year of the contract by over 26%.

Originally, Hart requested a multi-year extension with an eight percent (8%) increase in year one followed by a five percent (5%) increase for each year thereafter for either a three year or six year contract term. The letter dated July 29, 2016 from Judd Hart proposes a five percent (5%) increase beginning September 1, 2016 and a five percent (5%) increase beginning July 1, 2017. All other terms and conditions will remain the same.

Comparing current rates with the other six J. H. Hart customers, see the attachment, Birmingham is the lowest hourly rate contract. We will still remain the lowest hourly rate community with the proposed 5% increase effective September 1, 2016. Recent bid results with Berkley from a February, 2016 bid would put us at a 17% rate increase. Also, other municipal comparisons were contacted and reviewed by Carrie Laird our Parks and Recreation Manager, as per the attached report.

The City of Troy just extended a two year contract with Hart for a 3%, 0% yearly increase. SOCRRA just did a one year extension of same for 3%. Services provided to SOCRRA communities include brush chipping and Christmas tree collection in Ferndale, Hazel Park, Huntington Woods, Lathrup Village, Oak Park and Royal Oak. Storm events requiring forestry services in some of these communities are at a retail rate of \$180.00 per hour.

By way of background, J. H. Hart Urban Forestry has been serving as the forestry services contractor along the City's right-of-ways, parks and other public properties including trimming, removal and planting services. The following items detail the current scope of services under the existing contract.

- 1. Cutting and removal of trees and its parts to ground level, removal of stump, clean-up of debris, transport and disposal of brush, logs and chips.
- 2. Trimming trees and other plants in accordance with standard arboricultural standards under the direction of the City, and chipping logs and limb wood into wood chips, and the transport and disposal of this material.
- 3. Residential brush pick-up and Christmas tree pick-up after the Holidays.
- 4. Disposal of woody debris.
- 5. Trimming and/or removal of trees, shrubs and other vegetation for certain private lots as determined by the Department of Public Services to be in violation of the City's vegetation ordinance.
- 6. Holiday light installation and removal, as requested.
- 7. Emergency Response Storm Damage removal and clean-up services.

The City of Birmingham has high expectations for the care and maintenance of its forest and as a result there has been a constant increase in the services necessary to maintain and cultivate the community urban forestry at large. J. H. Hart Urban Forestry has been maintaining all public trees on city owned property over the past twenty-seven years. The Department of Public Services continues to strive to assure a high level of service throughout the community.

Comparing our existing contract pricing with other surrounding communities, Birmingham is on par or less than these other hourly rates for such similar services. The rates are very competitive with the following City's; Troy, Beverly Hills, Royal Oak and Lathrup Village and lower than others. Based on the performance, years of service and track record of the vendor we recommend extending the Agreement with J. H. Hart Urban Forestry for one year at the proposed five percent (5%) rate increase effective September 1, 2016 and may extend an additional year beginning July 1, 2017, upon thirty (30) days written notice. However, renewal for year two will be solely at the City's option based on review of services.

The Contractor agrees to provide the labor, material supplies and equipment necessary to perform the requested services during the two year extension, commencing September 1, 2016 and ending June 30, 2018. This service includes qualified supervision of the work crews and a certified Arborist. The budgeted funds for these services derive from various accounts. The accounts include Major Street Fund – Street Trees – Tree Trimming Contract account #202-449.005-819.0000; Local Street Fund – Street Trees – Tree Trimming Contract account #203-449.005-819.0000; Parks – Tree Trimming Contract account #101-751.000-819.0000; and Property Maintenance – Tree Trimming Contract account #101-441.003-819.0000.

The forestry budget for these listed funds includes other contractors for expenditures related to the above described services in addition includes tree planting services amounts to \$592,500.00.

SUGGESTED RESOLUTION:

To approve the Amended and Restated Tree Care and Removal Agreement with J. H. Hart Urban Forestry, for a one year extension commencing September 1, 2016 and ending June 30, 2017, with the second year renewal (July 1, 2017 – June 30, 2018) upon thirty (30) days written notice in the amount set forth in the price schedule, with all other terms and conditions remaining the same. Funds are available in each of the following accounts for these services: Major Street Fund – Street Trees – Tree Trimming Contract account #202-449.005-819.0000; Local Street Fund – Street Trees – Tree Trimming Contract account #203-449.005-819.0000; Parks – Tree Trimming Contract account #101-751.000-819.0000; and Property Maintenance – Tree Trimming Contract account #101-441.003-819.0000. Further, to authorize the Mayor and City Clerk to sign the Agreement upon receipt of all required insurances.

July 29, 2016

Lauren Wood Director of Public Services City of Birmingham 851 S. Eton Birmingham, MI 48009

Dear Lauren,

J. H. Hart Urban Forestry began servicing the City of Birmingham 27 years ago, predominately as a tree removal contractor dealing with the effects of Dutch Elm Disease (DED). In 2007, Birmingham suffered yet another devastating epidemic with the Emerald Ash Bore (EAB) and the toll it took on the street and park tree inventory. With a full time brush route and the development of the block trimming program, we have continued to assume more responsibility.

I am very honored to serve as your Contract City Forester. My company has filled the forestry department's needs seamlessly and professionally. I thank you and the Commission for the confidence and trust you have placed in me.

I would like to propose a 2-year contract extension to create long term consistency, cost savings for the City and stability for my company. This contract offers a long term fixed rate with reasonable rate increases. Based on our proven reliability and results, I would like to suggest the following:

- Beginning September 1, 2016: 5% rate increase over current rates
- Beginning July 1, 2017: 5% increase over the previous year

Please keep in mind we have not had a price increase in 6 years. Other than the yearly T&M hourly rate increase, all other terms and conditions would remain the same.

Thank you for your consideration.

Wolf H. Hart

Judd Hart



PO Box 222 Birmingham, MI 48012

800.404.9390 248.647.4408

f 586.795.0930 e info@jhhart.com



MEMORANDUM

Department of Public Services

DATE: July 5, 2016

TO: Lauren Wood, Public Services Director

FROM: Carrie Laird, Parks and Recreation Manager

SUBJECT: Forestry Services

JH Hart Urban Forestry has been providing the City of Birmingham with Forestry Services for over 27 years. This includes preventative maintenance with our block trimming program, tree removals when necessary along with stump grinding, request trimming and tree elevations, brush pick up, storm damage response and cleanup, watering and administrative duties.

In 2015, the Department of Public Services received 517 calls about a wide variety of forestry issues, this is low in comparison to previous years, and we have had upwards of close to 1,000. Birmingham residents care about the trees in their community and it shows. Birmingham has been a Tree City USA for 38 years by achieving goals set by the Arbor Day Foundation. The Tree City USA status can be attained by meeting 4 core standards of sound urban forestry management: maintaining a tree board or department, having a community tree ordinance, spending at least \$2 per capita on urban forestry and celebrating Arbor Day.

The City of Birmingham directs all work done by JH Hart crews. JH Hart then invoices for services at a time and equipment rate. Attached is a spreadsheet showing the current rate structure in comparison to other communities that also contract with JH Hart. As shown in the chart, the proposed new rates will still be the lowest compared to other communities for this fiscal year. Please refer to the spreadsheet showing a comparison of Birmingham's rates with Berkley, Beverly Hills, Lathrup Village, Rochester Hills, Royal Oak and Troy.

A survey of other communities that do not use JH Hart was performed recently and findings were as follows:

Tree Trimming:

Many communities such as Farmington Hills, City of Farmington and Huntington Woods also contract forestry services but trimming and storm damage are invoiced at an hourly rate, where tree removals and stump grinding are set at per tree pricing based on the size of the tree or stump. The hourly trimming rates found in other communities are as follows: The City of Farmington Hills: \$83.23/hr, The City of Farmington: \$195/hr, Huntington Woods: \$125/hr. Sterling Heights asks for a price to trim an entire section of the City and spends approximately \$150,000 in tree trimming per year. Birmingham spent approximately \$190,000 in 2015 for tree trimming. This includes our block trimming program, request trims, sidewalk elevations and traffic signal/stop sign clearances.

JH Hart proposed rate: \$89.27/hr through 6-30-17, and \$93.73/hr through 6-30-18.

Tree Removals and Stump Grinding:

The biggest difference found in researching communities that do not contract with JH Hart is the tree removals and stump grinding are typically invoiced by the size of the tree. The City of Farmington Hills pricing ranges from \$62.42 for a 6" tree up to \$1,040.04 for a 60" tree. Stump grinding is \$2.60 per inch. The City of Farmington is based on the size of the tree as well. In 2016, a 45" tree was invoiced at \$1500. They pay \$4.31 per inch for stump grinding. Huntington Woods per tree price ranges from \$150 for 6" tree up to \$850 for a 60" tree. Sterling Heights asks for a price for a set number of removals per year similar to what they do for tree trimming. The stump grinding cost is part of the removal cost.

For Birmingham: 202 trees were removed in 2015. Last year's average cost per tree removed was approximately \$560. The stump grinding averages approximately \$70 per stump. So far, this year we have had 78 trees removed. This year, so far, our average cost per tree for a removal is \$250.12. Although we are invoiced an hourly rate, we fall mid-range of the above cited comparable.

JH Hart proposed rate: \$125.94/hr through 6-30-17, and \$132.24/hr through 6-30-18.

Brush Chipping:

Many communities do not offer this service. The City of Huntington Woods recently joined in with SOCRRA but before that paid approximately \$1,000 per week. Sterling Heights pays by the pickup, \$110 per stop, and they invoice the resident.

JH Hart proposed rate: \$82.06/hr through 6-30-17, and \$86.16 through 6-30-2018.

Emergency Response:

This is typically billed out at an hourly rate across communities. City of Farmington Hills: \$250/hr, The City of Farmington: \$195/hr + OT if applicable, City of Huntington Woods: \$125/hr with a 3 hr response time.

JH Hart's proposed rate: Hourly rate + OT for whatever is needed. \$133.91/hr through 6-30-2017 and \$140.60/hr through 6-30-2018. The response time for JH Hart is within the hour of a call.

Contract Term:

The City of Farmington has no formal contract in place but continues to use the same contractor because they are local and hold their price with modest increases. The City of Huntington Woods currently has the option to extend the contract with their current contractor with reasonable increases. The City of Sterling Heights has a 3 year contract in place and has been using the same contractor since 2009.

Please again refer to the chart showing the other communities, (Berkley, Beverly Hills, Lathrup Village, Rochester Hills, Royal Oak and Troy) that contract with JH Hart to review similar services that the City of Birmingham also provides. The City of Auburn Hills and Ferndale were also contacted and they currently perform forestry services with their City staff. The City of Birmingham currently has a very extensive forestry services program in place compared to other communities. Birmingham expects good forestry service and the current contractor, JH Hart has exceeded expectations.

JH Hart Rate Comparisons

	Tree Trimming	Tree Removal per	Brush Chipping	Stump Grinding	Stump Grinding	Logging Truck	Spray Truck	Contract	Term Ends
	per hour	hour	per hour	per hour	per hour	per hour	per hour	Effective	
	2 man crew	3 man crew	2 man crew	1 man crew	3 man crew	1 man crew	1 man crew	Date	
City of Birmingham	\$85.02	\$119.94	\$78.15	\$84.56	\$147.51	\$77.67	\$77.67	7/1/2015	8/31/2016
City of Berkley	\$99.30	\$140.85	\$93.10	\$106.55	\$181.85	\$98.75		2/1/2016	2/3/2019
City of Beverly Hills	\$91.75	\$135.25	\$90.15	\$92.30	\$126.20	\$90.00		12/1/2015	No end
City of Lathrup	\$98.90	\$139.64	\$90.50	\$100.16	\$173.24	\$91.76		12/11/2015	No end
City of Rochester Hills	\$91.75	\$135.25				\$90.00		11/1/2015	10/31/2018
City of Royal Oak	\$91.75	\$135.25	\$90.15	\$92.30	\$166.05	\$90.00		4/18/2016	No end
City of Troy	\$89.75	\$126.62	\$82.50	\$89.27	\$155.73	\$81.99		7/1/2016	6/30/2018
Average \$	\$92.60	\$133.26	\$87.43	\$94.19	\$158.43	\$88.60	\$77.67		
City of Birmingham									
Proposed ends 6-30-17	\$89.27	\$125.94	\$82.06	\$88.79	\$154.88	\$81.55	\$81.55	9/1/2016	6/30/2017
City of Birmingham									
Proposed ends 6-30-18	\$93.73	132.24	\$86.16	\$93.23	\$162.62	\$85.63	\$85.63		6/30/2018

AMENDED AND RESTATED TREE CARE AND REMOVAL AGREEMENT

This AMENDED AND RESTATED AGREEMENT, made this _____ day of_____, 2016 by and between the CITY OF BIRMINGHAM, having its principal municipal office at 151 Martin Street, Birmingham, MI (hereinafter "CITY"), and J.H. HART URBAN FORESTRY, (hereinafter "CONTRACTOR") having its principal office at 6600 Product Drive, Sterling Heights, MI 48312, provides as follows:

WITNESSETH:

WHEREAS, the CITY, through its Department of Public Service, desires to have the urban forest maintained along the CITY's right-of-ways, parks and other public properties including trimming, removal and planting, and,

WHEREAS, the CITY, through its Department of Public Service, desires to have the residential brush picked up and chipped along the CITY's right-of-ways, parks and other public properties, and,

WHEREAS the CITY, through its Department of Public Service, desires to have trees, shrubs and other vegetation for certain private lots that are determined by the Department of Public Services to be in violation of the CITY's vegetation ordinances cut trimmed and/or removed, and,

WHEREAS, the CITY, through its Department of Public Service, desires to have the holiday lights and decorations installed and removed along the CITY's right-of-ways, parks and other public properties, and,

WHEREAS the CITY, through its Department of Public Service, desires to have performed on its behalf and in connection therewith, has prepared a request for sealed proposals (RFP) endorsed "Tree Care and Removal Contract" which includes

certain instructions to bidders and specifications, and, in connection therewith, has advertised for and sought sealed proposals endorsed " Tree Care and Removal Contract," which includes certain qualifications, instructions to bidders, specifications, and General Contract Conditions (collectively the "RFP"), and,

WHEREAS, the CONTRACTOR has made a bid ("Bid") to provide tree care services including trimming, removal, planting, residential brush pickup, and holiday light/decoration installation and removal in accordance with the RFP, in the amount set forth in its bid form, and which bid has been accepted by the CITY.

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 April 2004 RFP documents, Bid, and all bid bonds required for this project 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 these documents are in conflict with this Agreement, the terms of this Agreement shall take precedence, then the RFP documents, then the Bid.
- 2. The CONTRACTOR agrees to provide the labor, material supplies and equipment necessary to perform the services in accordance with the specifications and conditions contained in the RFP documents for a period of one (1) year, commencing on September 1, 2016 and ending June 30, 2017. The CITY, in its sole discretion, may extend this contract for an additional year (July 1, 2017 June 30, 2018), upon thirty (30) days written notice.

- 3. The CITY agrees to pay the CONTRACTOR for the services rendered pursuant to this Agreement in the amounts set forth in the CONTRACTOR's pricing attached hereto and incorporated by reference. However, notwithstanding the terms of the Agreement, the City shall have the right to terminate this Agreement on ten (10) days written notice.
- 4. The CONTRACTOR 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.
- 5. The CONTRACTOR shall employ personnel of good moral character and fitness in performing all services under this Agreement.
- 6. 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 considered entitled or eligible to participate in any benefits or privileges given or extended by the CITY, or be deemed an employee of the CITY for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation or any other

employer contributions on behalf of the CITY.

- 7. 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.
- 8. 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.
- 9. 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.
- 10. 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.

- 11. 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.
- 12. 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, its elected and appointed officials, employees and volunteers and others working on behalf of the CITY against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the CITY, its elected and appointed officials, employees, volunteers or others working on behalf of the CITY, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract. Such responsibility' shall not be construed as liability for damage caused by or resulting from the sole act or omission of the CITY, its elected or appointed officials, employees, volunteers or others working on behalf of the CITY.
- 13. The CONTRACTOR 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. The CONTRACTOR shall maintain during the life of this Agreement the types of insurance coverage and minimum limits as set forth below:

- A. <u>Workers' Compensation Insurance</u>: CONTRACTOR shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- B. Commercial General Liability Insurance: CONTRACTOR shall procure and maintain during the life of this contract, 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 contract Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- D. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be Additional Insureds: The City of Birmingham including all elected and appointed officials, all employees, 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 noncontributing with this insurance required from CONTRACTOR under this Section.
- E. <u>Cancellation Notice</u>: Workers' Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal shall be sent to: Director of Finance, City of Birmingham, P.O. Box 3001, 151 Martin Street, Birmingham, Michigan 48012.

- F. <u>Proof of Insurance Coverage</u>: CONTRACTOR shall provide the CITY at the time the contracts are returned for execution, Certificates of Insurance and/or policies, acceptable to the CITY, as listed below.
 - 1) Two (2) copies of Certificate of Insurance for Workers' Compensation;
 - 2) Two (2) copies of Certificate of Insurance for Commercial General Liability;
 - 3) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
 - If so requested, Certified Copies of all policies mentioned above will be furnished.
- G. <u>Coverage Expiration</u>: If any of the above coverages expire during the term of this contract, CONTRACTOR shall deliver renewal certificates and/or policies to the CITY at least (10) days prior to the expiration date.
- 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. Any disputes arising under this Agreement shall be settled either by commencement of a suit in Oakland County Circuit Court or by compulsory arbitration, at the election of the CITY. The CONTRACTOR shall notify the CITY of any dispute it has arising out

of this Agreement and shall demand that the CITY elect whether the dispute is to be resolved by submitting it to compulsory arbitration or by commencement of a suit in Oakland County Circuit Court. The CITY shall make its election in writing within thirty (30) days from the receipt of such notice. If the CITY elects to have the dispute resolved by compulsory arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan, with each of the parties appointing one arbitrator and the two thus appointed appointing a third. In the event the CITY fails to make such an election, any dispute between the parties may be resolved by the filling of a suit in the Oakland County Circuit Court.

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

CITY OF BIRMINGHAM

By: Rackeline J. Hoff, Mayor	
By: Laura M. Pierce, Clerk	
J.H. HART URBAN FORESTRY CONTRACTOR By: find 4. Perto Its: visident	
APPROVED: Auran A. Wood Director of Public Services As to Substance	Joseph A. Valentine, City Manager As to Substance
Mark Gerber, Director of Finance As to Financial Obligation	Timothy J. Currier, City Attorney As to Form

J.H.Hart Urban Forestry, Tree Maintenance, Bid Pricing, 2009-2018

Hourly Services	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018
Trim - 2 Member	\$85.02	\$85.02	\$85.02	\$85.02	\$85.02	\$85.02	\$85.02	\$89.27	\$93.73
Overtime Rate	\$117.21	\$117.21	\$117.21	\$117.21	\$117.21	\$117.21	\$117.21	\$123.07	\$129.22
Small Removal - 3 Member	\$119.94	\$119.94	\$119.94	\$119.94	\$119.94	\$119.94	\$119.94	\$125.94	\$132.23
Overtime Rate	\$166.14	\$166.14	\$166.14	\$166.14	\$166.14	\$166.14	\$166.14	\$174.45	\$183.17
Medium Removal - 4 Member	\$147.97	\$147.97	\$147.97	\$147.97	\$147.97	\$147.97	\$147.97	\$155.37	\$163.14
Overtime Rate	\$208.19	\$208.19	\$208.19	\$208.19	\$208.19	\$208.19	\$208.19	\$218.59	\$229.52
Large Removal - 5 Member	\$176.00	\$176.00	\$176.00	\$176.00	\$176.00	\$176.00	\$176.00	\$184.80	\$194.04
Overtime Rate	\$250.23	\$250.23	\$250.23	\$250.23	\$250.23	\$250.23	\$250.23	\$262.74	\$275.88
Stump Removal - 3 Member	\$147.51	\$147.51	\$147.51	\$147.51	\$147.51	\$147.51	\$147.51	\$154.89	\$162.63
Overtime Rate	\$193.71	\$193.71	\$193.71	\$193.71	\$193.71	\$193.71	\$193.71	\$203.40	\$213.57
Landscape - 2 Member	\$71.26	\$71.26	\$71.26	\$71.26	\$71.26	\$71.26	\$71.26	\$74.82	\$78.56
Overtime Rate	\$103.45	\$103.45	\$103.45	\$103.45	\$103.45	\$103.45	\$103.45	\$108.62	\$114.05
Tree Planting - 2 Member	\$112.59	\$112.59	\$112.59	\$112.59	\$112.59	\$112.59	\$112.59	\$118.22	\$124.13
Overtime Rate	\$144.78	\$144.78	\$144.78	\$144.78	\$144.78	\$144.78	\$144.78	\$152.01	\$159.61
Brush Pick Up - 2 Member	\$78.15	\$78.15	\$78.15	\$78.15	\$78.15	\$78.15	\$78.15	\$82.06	\$86.16
Overtime Rate	\$110.34	\$110.34	\$110.34	\$110.34	\$110.34	\$110.34	\$110.34	\$115.85	\$121.64
Holiday Lights - 2 Member	\$78.13	\$78.13	\$78.13	\$78.13	\$78.13	\$78.13	\$78.13	\$82.04	\$86.14
Overtime Rate	\$110.32	\$110.32	\$110.32	\$110.32	\$110.32	\$110.32	\$110.32	\$115.83	\$121.62
Foreman	\$36.34	\$36.34	\$36.34	\$36.34	\$36.34	\$36.34	\$36.34	\$38.16	\$40.06
Overtime Rate	\$54.51	\$54.51	\$54.51	\$54.51	\$54.51	\$54.51	\$54.51	\$57.24	\$60.09
Trimmer	\$36.34	\$36.34	\$36.34	\$36.34	\$36.34	\$36.34	\$36.34	\$38.16	\$40.06
Overtime Rate	\$54.51	\$54.51	\$54.51	\$54.51	\$54.51	\$54.51	\$54.51	\$57.24	\$60.09
Groundman	\$28.03	\$28.03	\$28.03	\$28.03	\$28.03	\$28.03	\$28.03	\$29.43	\$30.90
Overtime Rate	\$42.05	\$42.05	\$42.05	\$42.05	\$42.05	\$42.05	\$42.05	\$44.15	\$46.35
Aerial Tower	\$13.75	\$13.75	\$13.75	\$13.75	\$13.75	\$13.75	\$13.75	\$14.45	\$15.17
Brush Chipper	\$6.89	\$6.89	\$6.89	\$6.89	\$6.89	\$6.89	\$6.89	\$7.23	\$7.60
Dump Truck	\$6.89	\$6.89	\$6.89	\$6.89	\$6.89	\$6.89	\$6.89	\$7.23	\$7.60
Logging Truck	\$41.33	\$41.33	\$41.33	\$41.33	\$41.33	\$41.33	\$41.33	\$43.40	\$45.57
Stump-Machine	\$41.33	\$41.33	\$41.33	\$41.33	\$41.33	\$41.33	\$41.33	\$43.40	\$45.57
Pick-Up Truck	\$6.89	\$6.89	\$6.89	\$6.89	\$6.89	\$6.89	\$6.89	\$7.23	\$7.60
Aarow Board	\$6.89	\$6.89	\$6.89	\$6.89	\$6.89	\$6.89	\$6.89	\$7.23	\$7.60

Date Printed: 08/17/16



CERTIFICATE OF LIABILITY INSURANCE

JHHAR-1

OP ID: AB

DATE (HINDOMM) 05/31/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in fleu of such endorsement(s), RODUCER CONTACT Jay D. Sawmiller Johnston Lewis Associates, Inc 576 E. Maple Road Troy, MI 48083 Jay D. Sawmiller 248-528-2400 AC. Not 248-528-2414 ess: jaysawmiller@johnstoniewis.com UISURER(S) AFFORDING COVERAGE NAIC # mourga A: National Union Fire Ins Co MSURED J H Hart Urban Forestry nsusse e : New Hampshire Insurance Co. J H Hart Company Inc. DBA MSURER C: Travelers Insurance 19046 6600 Product Dr. Sterling Heights, MI 48312 MSURER D : UISURER E : MELIRER F : COVERAGES **CERTIFICATE NUMBER: REVISION NUMBER:** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAMS. TYPE OF INSURANCE CSD WYD POLICY NUMBER LOUTS X COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE DAMAGE TO REFITED PREMISES (Es convision) 1,500,000 CLANISAMANE GL5268297 06/01/2016 OCCUR 06/01/2017 300,000 10,000 MED EUP (Any one per 5 1,000,000 PERSONAL & ADV INJURY GEYL AGGREGATE LIMIT APPLIES PER: 2,000,000 GENERAL AGGREGATE POLICY POLICY 2,000,000 PRODUCTS - COMP/OF AGG OTHER AUTOMOBILE LIABLITY COMBINED S NED BINGLE LIMIT 1,000,000 2 X OTUA YKA CA4489780 08/01/2016 06/01/2017 **BODILY BUILTRY (Per person)** 8 ALL OWNED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS BOOKY INJURY (Per accide 3 OPERTY DAMAGE HITTER ALTERS 8 IMPRESE LA LIAR X OCCUR 2,000,000 **EACH OCCURRENCE** FYCRES LIAN C ZUP15951739 06/01/2016 06/01/2017 2,000,000 AGGREGATE DED X RETENTIONS a NORKERS COMPENSATION X STATUTE R ANY PROPRIETORIPARTHER EXECUTIVE OFFICERAMENSER EXCLUDED? (Mandatory in NH) VC022296206 06/01/2016 08/01/2017 1,000,000 EL EACH ACCIDENT 1,000,000 EL DISEASE - EA EMPLOYEE S yes, describe under ESCRIPTION OF OPERATIONS below 1,000,000 EL DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Sch Additional insured: The City of Simingham including all elected and appointed officials, all boards, commissions and/or authorities and board members. This coverage shall be primary to any coverage that may be available to the additional insured, whether any other available coverage be primary, contributing or excess. Cancellation shall be 30 dys except for non-payment **CERTIFICATE HOLDER** CANCELLATION CITYOB2 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. City of Birmingham Bob Fox. Dept of Public Service 851 S Eaton AUTHORIZED REPRESENTATIVE Birmingham, MI 48009 My D. Sawmith

© 1988-2014 ACORD CORPORATION. All rights reserved.



MEMORANDUM

City Clerk's Office

DATE: August 11, 2016

TO: Joseph A. Valentine, City Manager

FROM: Laura M. Pierce, City Clerk

SUBJECT: Designation of Voting Delegates for the

Michigan Municipal League Annual Meeting

The City of Birmingham is a member of the Michigan Municipal League (MML). The MML is holding its annual election to elect six members to its Board of Trustees at the annual meeting on September 14, 2016. Information on the candidates will be provided at the annual meeting.

A resolution is required to designate a voting delegate and alternate voting delegate to cast the ballot on behalf of the City. The deadline to submit the delegate information is August 15th. However, due to the late receipt of the letter, the MML will allow the City to submit the delegate information after the August 22nd City Commission meeting.

Mayor Hoff, Commissioner Bordman, and Commissioner DeWeese will be in attendance at the MML Annual Meeting.

SUGGESTED RESOLUTION:		
To appoint	as City Commission voting delegate and	as
alternate voting delegate at the	e Michigan Municipal League Annual Meeting to be held	on
September 14, 2016.		

August 4, 2016

Michigan Municipal League Annual Meeting Notice

(Please present at the next Council, Commission or Board Meeting)

Dear Official:

1675 Green Road Ann Arbor, MI 48105-2530

т 734.662.3246 800.653.2483

F 734.662.8083 mml.org BIRMINGHAM

AUG 11 2016

CITY MANAGER'S OFFICE

The Michigan Municipal League Annual Convention will be held on Mackinac Island, September 14-16, 2016. The League's "Annual Meeting" is scheduled for 1:30 pm on Wednesday, September 14 in the Terrace Room at the Grand Hotel. The meeting will be held for the following purposes:

- 1. <u>Election of Trustees</u>. To elect six members of the Board of Trustees for terms of three years each (see #1 on page 2).
- 2. <u>Policy</u>. A) To vote on the Core Legislative Principles document.
 In regard to the proposed League Core Legislative Principles, the document is available on the League website at http://www.mml.org/delegate. If you would like to receive a copy of the proposed principles by fax, please call Monica <u>Drukis</u> at the League at 800-653-2483.
 - B) If the League Board of Trustees has presented any resolutions to the membership, they also will be voted on. (See #2 on page 2.) In regard to resolutions, member municipalities planning on submitting resolutions for consideration by the League Trustees are reminded that under the Bylaws, they must be submitted to the Trustees for their review by <u>August 15, 2016.</u>
- 3. Other Business. To transact such other business as may properly come before the meeting.

Designation of Voting Delegates

Pursuant to the provisions of the League Bylaws, <u>you are requested to designate by action of your governing body one of your officials who will be in attendance at the Convention as your official representative to cast the vote of the municipality at the Annual Meeting, and, if possible, to designate one other official to serve as alternate. Please submit this information through the League website by visiting http://www.mml.org/delegate no later than August 15, 2016.</u>

Regarding the designation of an official representative of the member to the annual meeting, please note the following section of the League Bylaws:

"Section 4.4 - Votes of Members. Each member shall be equally privileged with all other members in its voice and vote in the election of officers and upon any proposition presented for discussion or decision at any meeting of the members. Honorary members shall be entitled to participate in the discussion of any question, but such members shall not be entitled to vote. The vote of each member shall be cast by its official representative attending the meeting at which an election of officers or a decision on any proposition shall take place. Each member shall, by action of its governing body prior to the annual meeting or any special meeting, appoint one official of such member as its principal official representative to cast the vote of the member at such meeting, and may appoint one official as its alternate official representative to serve in the absence or inability to act of the principal representative."



1. Election of Trustees

Regarding election of Trustees, under Section 5.3 of the League Bylaws, six members of the Board of Trustees will be elected at the annual meeting for a term of three years. The regulations of the Board of Trustees require the Nominations Committee to complete its recommendations and post the names of the nominees for the Board of Trustees on a board at the registration desk at least four hours before the hour of the business meeting.

2. Statements of Policy and Resolutions

Regarding consideration of resolutions and statements of policy, under Section 4.5 of the League Bylaws, the Board of Trustees acts as the Resolutions Committee, and "no resolution or motion, except procedural and incidental matters having to do with business properly before the annual meeting or pertaining to the conduct of the meeting, shall be considered at the annual meeting unless it is either (1) submitted to the meeting by the Board of Trustees, or (2) submitted in writing to the Board of Trustees by resolution of the governing body of a member at least thirty (30) days preceding the date of the annual meeting." Thus the deadline this year for the League to receive resolutions is August 15, 2016. Please submit resolutions to the attention of Daniel P. Gilmartin, Executive Director/CEO at 1675 Green Rd., Ann Arbor, MI 48105. Any resolution submitted by a member municipality will go to the League Board of Trustees, serving as the resolutions committee under the Bylaws, which may present it to the membership at the Annual Meeting or refer it to the appropriate policy committee for additional action.

Further, "Every proposed resolution submitted by a member shall be stated in clear and concise language and shall be accompanied by a statement setting forth the reasons for recommending the proposed resolution. The Board shall consider the proposal at a Board meeting prior to the next annual meeting and, after consideration, shall make a recommendation as to the advisability of adopting each such resolution or modification thereof."

3. Posting of Proposed Resolutions and Core Legislative Principles

The proposed Michigan Municipal League Core Legislative Principles and any new proposed Resolutions recommended by the Board of Trustees for adoption by the membership will be available on the League website, or at the League registration desk to permit governing bodies of member communities to have an opportunity to review such proposals and delegate to their voting representative the responsibility for expressing the official point of view of the member at the Annual Meeting.

The Board of Trustees will meet on Wednesday, September 14 in the Terrace Room in the Grand Hotel for the purpose of considering such other matters as may be requested by the membership, in addition to other agenda items.

Sincerely,

John B. O'Reilly, Jr. President

John 30/25

Mayor of Dearborn

Daniel P. Gilmartin

Executive Director & CEO

Saniel P. Lifmartin



MEMORANDUM

Human Resources Department

DATE: August 17, 2016

TO: Joseph A. Valentine, City Manager

FROM: Yvonne Taylor, HR Manager

SUBJECT: Proposed Settlement Agreement and Contract Renewal with

AFSCME Local 998

AFSCME Local 998 represents approximately 19 full-time and 8 part-time clerical and technical employees working in various City departments. The current collective bargaining agreement expired on June 30, 2016.

Negotiations were amicable and progressed well over the five (5) bargaining sessions between the City and the Union. The City and Union reached a settlement agreement on Tuesday, August 9, 2016. Union membership has ratified the attached settlement agreement on Tuesday, August 16, 2016 and the agreement is now presented for consideration by the City Commission.

The primary features of the settlement agreement are:

- 1. 4-year contract through June 30, 2020.
- 2. 2% wage adjustment in each year of the contract.
- 3. Increases in employee sharing for health care and prescription coverages.
- 4. Increases in city and employee contributions to retirement plans (401a and Retirement Health Savings accounts).
- 5. Modest improvements in other minor economic provisions.

The primary economic provisions are consistent with existing contracts (Firefighters Association and Teamsters) and other City employees, and continue the trend on increased employee cost sharing for health care.

HR recommends approval of the settlement agreement.

SUGGESTED RESOLUTION:

To approve the settlement agreement of August 9, 2016 between the City and AFSCME Local 998 for a renewal of the collective bargaining agreement through June 30, 2020. Further, to authorize the transfer of the appropriate funds by the Finance Department.

SETTLEMENT AGREEMENT

IT IS HEREBY AGREED between the City of Birmingham ("the City") and AFSCME ("the Union"), that in tentative agreement of all outstanding issues under negotiation, the parties agree to the following, and agree to recommend ratification of the following to their respective principals. The terms of the parties' contract shall be the same as the parties' prior agreement, and as amended by the terms of this Settlement Agreement:

1. Duration:

4-year contract (7/1/16 through 6/30/20)

2. Wages:

Eff. Date of ratification by both parties -2.00%, Eff. 7/1/17 - 2.00%, Eff.

7/1/18 - 2.00%, Eff. 7/1/19 - 2.00%

In addition, within two (2) weeks of the Birmingham City Commission's ratification of this Settlement Agreement, each employee in the bargaining unit who was employed by the Employer on August 9, 2016 and remains employed by the Employer on the date the City Commission ratifies this Settlement Agreement, shall receive on one-time, off-schedule payment of \$250.00, less applicable deductions. This payment will not be added to the wage scales contained in the parties' collective bargaining agreement.

3. Health Care, Effective 1/1/17:

Calendar year Deductibles:

Individual Fro

From \$500 TO \$600

(Combined in and out of network)

Family

From \$1,000 TO \$1,200

(Combined in and out of network)

In-Network Out of Pocket max changes from:

\$1,000 Individual / \$2,000 Family

TO

\$1,100 Individual / \$2,200 Family (including deductible)

Out-of-Network Out of Pocket max changes from:

\$1,500 Individual / \$3,000 Family

TC

\$1,700 Individual / \$3,400 Family (Including deductible)

Prescription Drugs

Generic Drugs from \$20.00 copay TO \$ \$25.00 copay Brand Name Drugs from \$40.00 copay TO \$50.00 copay Add Specialty Drugs Tier \$75.00 copay

Urgent Care Copay

Urgent Care visit copay changes from \$25 TO \$50.

4. Insurance – Revise Article XXIII, Section A 2(a), to read as follows:

6th paragraph: "Effective July 1, 2016, the City and the Union agree that the current definition of 'dependent' shall be in accordance with applicable law".

 8^{th} paragraph: "Except for the dental insurance and optical insurance, the above insurance coverage shall commence upon the covered member's completion of ninety (90) days of continuous service".

5. Revise Article XVIII, Section L – Illness Allowance

Upon death, normal or disability retirement, or deferred retirement with twenty (20) or more years of service or fifteen (15) years of service and 55 years of age at the time of retirement under the City's retirement plan, an employee shall be entitled to receive a sum equivalent to the following amounts of unused hours accumulated in his illness allowance bank.

0 – 400 hours	0%
401 – 480 hours	50% for all hours over 400 hours
481 – 575 hours	60% for all hours over 400 hours
576 – 671 hours	70% for all hours over 400 hours
672 hours and over	80% for all hours over 400 hours

6. Revise Article XI—Seniority
Section D—Bidding for Vacant Positions

Revise subsections (e) and (f) by changing ninety (90) calendar days to six (6) months.

7. Revise Article XI—Seniority
Section D—Bidding for Vacant Positions

Revise subsection 1.(b) i) to provide:

Employees who apply for the vacancy will be evaluated by a board consisting of the Department Head in which the vacancy exists, a Department Head from a City department other than in which the vacancy exists, the Union Chief Steward, and the Human Resources Director.

8. Right to Work Act – Revise Article V – Agency Shop:

Remove Sections 5(A) and 5(B) pursuant to MI Right to Work Act.

9. Revise 401a Defined Contribution benefit scale. The City and the employee shall make contributions as follows:

Within 60 days of ratification by both parties	City 5.0%, Employee 2.5%
Effective July 1, 2017	City 6.0%, Employee 3.0%
Effective July 1, 2018	City 7.0%, Employee 3.5%
Effective July 1, 2019	City 8.0%, Employee 3.5%

10. Revise Article XXIII — Insurance

Revise article to provide:

Within 60 days of ratification by both parties, the City shall contribute \$70.00 per biweekly pay to the eligible employee's Retirement Health Savings plan administered by ICMA (or equivalent).

Part-time employees hired before January 1, 2007 and full-time employees hired prior to January 1, 1993 will continue to receive the RHS City contribution of \$30.00 per biweekly pay.

Eligible employees hired prior to January 1, 2007, and participating in the Retirement Health Savings plan administered by ICMA (or equivalent), shall continue to have no employee contribution. Full-time employees hired after January 1, 2007 shall contribute 2% of pay.

11. Certifications:

Effective upon date of ratification and signing of this Agreement by both parties, employees will receive an hourly premium for each hour worked according to the following Certification Premium Schedule.

Classification	Certification	Hourly Premium
Payroll Coordinator	American Payroll Association:	000 0 50/11
	Certified Payroll Professional (CPP) Fundamental Payroll Certification (FPC)	CPP = 0.50/Hour FPC = 0.25/Hour
Recreation Coordinator	ServSafe Food Safety Certification	0.25/Hour
Clerk / Typist B - Police	Terminal Agency Coordinator (TAC) – Assigned and designated by Police Chief	0.50/Hour
Comm. Development: Secretary A Secretary C Office Coordinator Comm. Dev. Coordinator	Permit Technician (International Code Council)	0.25/Hour
Building Inspector Electrical Inspector Plumbing Inspector	Classification-related Inspector Certification (International Code Council)	0.25/Hour per Certification for up to 5 Certifications

Any employee who has already successfully completed these certifications will have their hourly rate adjusted accordingly, effective upon the date of ratification and signing of this agreement by both parties. Assignments of employees to take the above mentioned tests/certifications will be made at the discretion of the department head upon requests by employees. In the event that, in the sole discretion of a department head, an employee not classified in the above classifications is requested by a department head to obtain a certification and the employee obtains that certification: For the duration of any work assignment by the department head under Article XXX – Working Out of Classification – the employee shall then receive the applicable hourly premium.

- 12. The City withdraws all other proposals.
- 13. The Union withdraws all other proposals.
- 14. The Union will ratify the Agreement first, and will notify the City in writing when the Agreement has been ratified.

THE UNION

Dated: Tuesday, August 9, 2016

THE CITY:

Yvonne Taylor, HR Manager

Oleven Sholdway H.R. Coordinator

Dan Sulutte

Please let this serve as notice that AFSCME local 998 union members voted on 8-16-2016 to ratify the settlement agreement dated August 9th, 2016 for a renewal of the collective bargaining agreement through June 30, 2020.

Sherri White, AFSCME Chairperson 8-17-2016



MEMORANDUM

Human Resources Department

DATE: August 16, 2016

TO: Joseph A. Valentine, City Manager

FROM: Yvonne Taylor, HR Manager

SUBJECT: 2016-17 Compensation Recommendations for Department

Heads and Administrative / Management Employees

BACKGROUND

Current Administrative/Management employees consist of 9 City department heads, and approximately 20 other full-time professional employees who are not represented by any labor organization.

SALARIES

Collective bargaining negotiations in recent years (including pending settlements of AFSCME, BCOA and BPOA) have included a 2% wage adjustment for all respective labor groups.

For fiscal year 2016-2017, HR recommends a 2% salary table adjustment for Department Heads and Administrative/Management classifications effective July 1, 2016, along with part-time employees not covered by a labor organization. This adjustment keeps our compensation program in line with the market. Proposed salary tables reflecting these adjustments are attached.

Performance-Based Pay

Individual administrative and management staff do not receive automatic adjustments in conjunction with salary table changes as do bargaining unit employees. Actual increases for this group is determined through annual performance evaluations. The guidelines that connect performance review scores to salary adjustments continue to reward high-quality performance within the confines of the salary range while withholding such rewards when performance is less than that. HR recommends in-range performance increases based upon department head recommendations, and HR and City Manager approval, for the Department Heads and Administrative/Management group (including part-time staff not covered by a labor organization). This adjustment is for one of the City's largest employee groups and provides an estimated cost of \$130,000.

Performance Increment

In the past, the Commission has approved a variable pay component for management staff. This provides individuals at or near their salary range maximum the ability to achieve a performance increment (currently about 11 key long-term staff members). This performance increment, when achieved, is not built into base salary, but expires at the end of each fiscal year and is subject to City Manager and HR approval. For fiscal year 2016-17, HR recommends

an increment of up to 1.5% with expiration on June 30, 2017. Including salary sensitive roll-up costs, these adjustments are estimated at \$17,000.

SUGGESTED RESOLUTION:

A. To approve the recommendation by Human Resources, to implement a 2% salary table adjustment and in-range adjustments based upon performance for full-time and part-time employees in the Department Head and Administrative/Management classifications effective July 1, 2016.

AND

B. To approve the recommendation by Human Resources, to implement the 1.5% performance increment through June 30, 2017 with individual eligibility to be in accordance with merit increase guidelines.

AND

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

SALARY TABLE A

Department Heads

Effective: July 1, 2016 2%

		25th		75th	
Pay Grade	Minimum	Percentile	Midpoint	Percentile	Maximum
1	\$62,813	\$67,200	\$71,586	\$74,555	\$80,361
2	\$67,628	\$72,354	\$77,080	\$81,806	\$86,532
3	\$72,801	\$77,903	\$83,005	\$88,106	\$93,208
4	\$80,361	\$85,970	\$91,696	\$97,184	\$102,647
5	\$86,532	\$92,571	\$98,614	\$104,652	\$110,689

3

SALARY TABLE B

Administrative/Management Employees Effective: July 1, 2016

Effective: 2%

Pay Grade	Minimum	25th Percentile	Midpoint	75th Percentile	Maximum
1	\$37,426	\$38,883	\$41,430	\$43,975	\$46,524
2	\$40,309	\$43,121	\$45,933	\$48,750	\$51,562
3	\$43,410	\$46,449	\$49,492	\$52,527	\$55,569
4	\$46,722	\$49,997	\$53,268	\$56,540	\$59,812
5	\$50,299	\$53,820	\$57,342	\$60,866	\$64,383
6	\$54,208	\$57,982	\$61,752	\$65,524	\$69,297
7	\$58,357	\$62,423	\$66,496	\$70,568	\$74,637
8	\$62,813	\$67,200	\$71,586	\$75,974	\$80,361
9	\$67,628	\$72,354	\$77,080	\$81,806	\$86,532
10	\$72,801	\$77,903	\$83,005	\$88,106	\$93,208
11	\$76,440	\$81,799	\$87,154	\$92,511	\$97,870



NOTICE OF INTENTION TO APPOINT TO THE AD HOC BIRMINGHAM BRAND DEVELOPMENT COMMITTEE

At the regular meeting of Monday, September 12, 2016, the Birmingham City Commission intends to appoint two members-at-large from different neighborhoods in the City to the Ad Hoc Birmingham Brand Development Committee.

The purpose of the Ad Hoc Committee is to work with the branding firm to filter information and ideas gathered during the stakeholder groups branding discovery meetings and to make a recommendation to the City Commission for the rebranding of the City logo.

The goal of the rebranding initiative is to establish a new brand (logo) that communicates Birmingham's image in a positive, evolving and refreshing way.

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, September 7, 2016. These documents will appear in the public agenda for the regular meeting at which time the City Commission will discuss recommendations, and may make nominations and vote on appointments.

Criteria/Qualifications of Open Position	Date Applications Due (by noon)	Date of Interview (at 7:30 PM)
Members shall be from different neighborhoods in the City.	9/7/16	9/12/16

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.



AD HOC BIRMINGHAM BRAND DEVELOPMENT COMMITTEE

Resolution #07-246-16, July 25, 2016

The purpose of the Ad Hoc Committee is to work with the branding firm to filter information and ideas gathered during the stakeholder groups branding discovery meetings and to make a recommendation to the City Commission for the rebranding of the City logo.

The goal of the rebranding initiative is to establish a new brand (logo) that communicates Birmingham's image in a positive, evolving and refreshing way.

Last Name Home Address	First Name	Home Business E-Mail	Appointed	Term Expires
Hoff 941 Arden Lane	Rackeline	(248) 642-957	7/25/2016 Mayor (City Com	nmission Member)
		rackyhoff@hotmail.com	n	
Nickita 752 East Lincoln	Mark	(248) 515-5631	7/25/2016 Mayor Pro Tem Member)	(City Commission
		markforbirmingham@y	•	
VACANT			Member-at-large neighborhoods i	
VACANT			Member-at-large neighborhoods i	

Last Name Home Address	First Name	Home Business E-Mail	Appointed	Term Expires
VACANT			Planning Board	
VACANT			Birmingham Shop Member	oing District Board
VACANT			Parks & Recreation	n Board Member



STATE OF MICHIGAN

AUG - 8 2016 BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

CITY CLERK'S OFFICE

NOTICE OF HEARING FOR THE CUSTOMERS OF DTE ELECTRIC COMPANY CASE NO. U-18122

- DTE Electric Company requests Michigan Public Service Commission approval for accounting authority to defer costs associated with its new Customer Relationship and Billing System (Customer 360).
- The information below describes how a person may participate in this case.
- You may call or write DTE Electric Company, One Energy Plaza, Detroit, Michigan 48226-1279, (800) 477-4747, for a free copy of its application. Any person may review the application at the offices of DTE Electric Company.
- The first public hearing in this matter will be held:

DATE/TIME: Wednesday, August 31, 2016, at 9:00 a.m.

This hearing will be a prehearing conference to set future

hearing dates and decide other procedural matters.

BEFORE: Administrative Law Judge **Martin D. Snider**

LOCATION: Michigan Public Service Commission

7109 West Saginaw Highway

Lansing, Michigan

PARTICIPATION: Any interested person may attend and participate. The

hearing site is accessible, including handicapped parking. Persons needing any accommodation to participate should contact the Commission's Executive Secretary at (517)

284-8090 in advance to request mobility, visual,

hearing or other assistance.

The Michigan Public Service Commission (Commission) will hold a public hearing to consider DTE Electric Company's (DTE Electric) June 23, 2016 application, which seeks Commission approval for accounting authority to defer certain additional costs associated with the implementation of its new Customer 360, as described in its filing. DTE Electric represents that the accounting authority requested in this filing will not result in an increase in the cost of service to its customers.

All documents filed in this case shall be submitted electronically through the Commission's E-Dockets website at: michigan.gov/mpscedockets. Requirements and instructions for filing can

INFORMATION ONLY

be found in the User Manual on the E-Dockets help page. Documents may also be submitted, in Word or PDF format, as an attachment to an email sent to: mpscedockets@michigan.gov. If you require assistance prior to e-filing, contact Commission staff at (517) 284-8090 or by email at: mpscedockets@michigan.gov.

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by August 24, 2016. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon DTE Electric's attorney, Andrea E. Hayden, One Energy Plaza, 688 WCB, Detroit, Michigan 48226.

Any person wishing to appear at the hearing to make a statement of position without becoming a party to the case may participate by filing an appearance. To file an appearance, the individual must attend the hearing and advise the presiding administrative law judge of his or her wish to make a statement of position. All information submitted to the Commission in this matter becomes public information, thus available on the Michigan Public Service Commission's website, and subject to disclosure. Please do not include information you wish to remain private.

Requests for adjournment must be made pursuant to the Michigan Administrative Hearing System's Administrative Hearing Rules R 792.10422 and R 792.10432. Requests for further information on adjournment should be directed to (517) 284-8130.

A copy of DTE Electric's request may be reviewed on the Commission's website at: michigan.gov/mpscedockets, and at the office of DTE Electric Company. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

Jurisdiction is pursuant to 1909 PA 106, as amended, MCL 460.551 et seq.; 1919 PA 419, as amended, MCL 460.54 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; and the Michigan Administrative Hearing System's Administrative Hearing Rules, 2015 AC, R 792.10401 et seq.

July 22, 2016