



**CITY COMMISSION MEETING AGENDA
SEPTEMBER 12, 2016
7:30 PM**



Municipal Building, 151 Martin, Birmingham, MI 48009

Navigating through the agenda:

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BIRMINGHAM CITY COMMISSION AGENDA
SEPTEMBER 12, 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:

- An informational forum on the Regional Transit Master Plan will be held on Wednesday, September 14th from 7:00 P.M. to 8:30 P.M. at the First United Methodist Church at 1589 W. Maple Rd.
- Common Ground's annual Street Art Fair will be held in downtown Birmingham along Old Woodward and Merrill on Saturday, September 17th and Sunday, September 18th. For more information, visit <http://www.theguild.org/fairs/common-ground-art-fair/>
- Celebrate the bounty of Michigan's harvest at the Harvest Festival at Farmers Market on Sunday, September 18th from 9:00 A.M. to 2 P.M. in Municipal Parking Lot #6 on N. Old Woodward.
- The City Commission and the Planning Board will hold a joint workshop on Monday, September 19th beginning at 7:30 P.M. at the DPS Building, 851 S. Eton.
- A tour of historic Greenwood Cemetery will be conducted on Saturday, September 24th at 1:00 P.M. For more information, contact the Birmingham Museum at 248.530.1928

Appointments:

- A. Interviews for appointment to the Ad Hoc Birmingham Brand Development Committee.
1. James Iacobucci, 1563 Birmingham Blvd
 2. Arnold Forrester, 1252 Bates
 3. Julia Weiss, 1765 Mansfield
 4. Jim Cleary, 2001 Fairway (unable to attend)
 5. Danny Fellin, 1090 Puritan
 6. Celeste Hofley, 443 Wellesley
 7. Sharon Edelman, 1845 Yosemite, #13
 8. Peter Hollinshead, 590 Lakeview
 9. Debbie Spencer, 1067 Wakefield
- B. To appoint _____ to serve on the Ad Hoc Birmingham Brand Development Committee as the member from different neighborhoods in the City.
- C. To appoint _____ to serve on the Ad Hoc Birmingham Brand Development Committee as the member from different neighborhoods in the City.
- D. To concur in the recommendation of the following board members to the Ad Hoc Birmingham Brand Development Committee:
Douglas Fehan, Birmingham Shopping District Board Member

- Bert Koseck, Planning Board Member
Lilly Stotland, Parks & Recreation Board Member
- E. Interviews for appointment to the Advisory Parking Committee.
 - 1. Gayle Champagne, 833 Hazel
 - 2. Judith Paskiewicz, 560 Woodland
 - 3. Lex Kuhne, 873 Watkins
 - F. To appoint _____ to the Advisory Parking Committee, as the resident shopper member, to serve a three year term to expire September 4, 2019.
 - G. To appoint _____ to the Advisory Parking Committee, as the resident member, to serve a three year term to expire September 4, 2019.
 - H. To appoint _____ to the Advisory Parking Committee, as the professional firm representative, to serve a three year term to expire September 4, 2019.
 - I. Interviews for appointment to the Design Review Board.
 - 1. Natalia Dukas, 1352 Suffield
 - 2. Michael Willoughby, 667 Greenwood
 - 3. Dulce Fuller, 255 Pierce
 - J. To appoint _____ to serve a three-year term on the Design Review Board to expire September 25, 2019.
 - K. To appoint _____ to serve a three-year term on the Design Review Board to expire September 25, 2019.
 - L. Interviews for appointment to the Historic District Commission.
 - 1. Natalia Dukas, 1352 Suffield
 - 2. Michael Willoughby, 667 Greenwood
 - 3. Dulce Fuller, 255 Pierce
 - M. To appoint _____ to serve a three-year term on the Historic District Committee to expire September 25, 2019.
 - N. To appoint _____ to serve a three-year term on the Historic District Committee to expire September 25, 2019.
 - O. Interviews for appointment to the Public Arts Board.
 - 1. Mary Roberts, 2352 Buckingham
 - 2. Anne Ritchie, 1455 South Eton
 - P. To appoint _____ to the Public Arts Board to serve the remainder of a three-year term to expire January 28, 2019.
 - Q. To appoint _____ to the Public Arts Board to serve the remainder of a three-year term to expire January 28, 2017.
 - R. Administration of 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.

- A. Approval of City Commission minutes of August 22, 2016.
- B. Approval of warrant list, including Automated Clearing House payments, of August 24, 2016 in the amount of \$1,157,658.63.
- C. Approval of warrant list, including Automated Clearing House payments, of August 31, 2016 in the amount of \$11,534,909.67.
- D. Approval of warrant list, including Automated Clearing House payments, of September 7, 2016 in the amount of \$319,973.44.

- E. Resolution authorizing the Mayor to sign the Water Residential Assistance Program (WRAP) Memorandum of Agreement with Oakland Livingston Human Services Agency on behalf of the City.
- F. Resolution approving the purchase of two (2) new 2017 Ford AWD Police Interceptor Utility vehicles from Gorno Ford, through the State of Michigan extendable purchasing contract #3905-0016 for a total expenditure of \$59,874.00. Funds for this purchase are available in the Auto Equipment Fund, account #641.441.006-971.0100.
- G. Resolution approving a request from the Birmingham Shopping District to place the Santa House in Shain Park from November 23 to December 24, 2016, contingent upon compliance with all permit and insurance requirements and payment of all fees, and, further, pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event.
- H. Resolution approving a request from the Birmingham Shopping District to hold the Tree Lighting on November 23, 2016, contingent upon compliance with all permit and insurance requirements and payment of all fees, and, further, pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event.
- I. Resolution approving the contract to purchase three Emergency CallWorks dispatch work stations in the amount \$79,151.37 through the Oakland County cooperative purchasing contract #004698, further waiving the normal bidding requirements and authorizing this expenditure to be funded from account 101-301.001-971.0100. Further, directing the Mayor to sign the contract on behalf of the City.
- J. Resolution approving the Oakland County Public Safety Answering Point agreement. Further, directing the Mayor, City Clerk and Chief of Police to sign the agreement on the behalf of the City.
- K. Resolution concurring in the recommendation of the Greenwood Cemetery Advisory Board to deny Mr. Warr's request for an exemption to the flush marker regulation in Section B of Greenwood Cemetery.

V. UNFINISHED BUSINESS

VI. NEW BUSINESS

- A. Public Hearing to consider amending Zoning Ordinance – Height Standards
 - 1. Ordinance amending Chapter 126, Zoning, Article 4, section 4.19, Height Standards, to increase the maximum height of buildings in the MX district.
- B. Resolution amending the Guidelines for Residential Permit Parking Request to replace Traffic and Safety Board with Multi-Modal Transportation Board and including Sec. 8 that outlines the biennial review of all permit parking streets by the police department.
- C. Resolution approving the installation of residential permit parking on both sides of Hazel St. between S. Eton and Columbia, all hours. Further, directing the Chief of Police and the City Clerk to sign the traffic control order on behalf of the City establishing residential permit parking on Hazel St. between S. Eton and Columbia at all times.
- D. Resolution approving the installation of residential permit parking on both sides of Haynes Street between S. Eton and Columbia, all hours. Further, directing the Chief of Police and the City Clerk to sign the traffic control order on behalf of the City establishing residential permit parking on Haynes Street between S. Eton and Columbia at all times.

- E. Resolution approving the Ad Hoc Rail District Committee's request to hire Fleis and Vandenbrink, in an amount not to exceed \$5,200.00 to complete both a parking demand study of key portions of the Rail District, and to review and evaluate potential intersections improvements at Maple and S. Eton and Bowers and S. Eton with the funds to be paid out of Contractual Services - Planning Department, Account #101-721-000-811-0000.
- F. Resolution authorizing City staff to issue the Request for Proposals for the Old Woodward Corridor to solicit proposals from urban design professionals to conduct a review and evaluation of the preliminary concept plans for the reconstruction of the Maple and Old Woodward corridors, to finalize the plans and to prepare colored renderings of key segments in the project area.
- G. Resolution adopting the Perpetual Care Fund Investment Policy for investment of the City's perpetual care funds as proposed by the Finance Director/Treasurer.
- H. Ordinance amending Part II of the City Code, Chapter 110 Transportation Systems, Article II, Multi-Modal Transportation Board, Section 110-26 Composition to allow up to two members to serve without being an elector or property owner in the City based on their qualifications.

OR

Resolution rejecting an ordinance amending Part II of the City Code, Chapter 110 Transportation Systems, Article II, Multi-Modal Transportation Board, Section 110-26 Composition to allow up to two members to serve without being an elector or property owner in the City based on their qualifications.

VII. REMOVED FROM CONSENT AGENDA

VIII. COMMUNICATIONS

- A. Margaret Betts regarding handicapped parking

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 Board of Zoning Appeals on October 10, 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](tel:(248)530-1880) por lo menos el día antes de la reunión pública. (Title VI of the Civil Rights Act of 1964).



NOTICE OF INTENTION TO APPOINT TO THE 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.

Applicant(s) Presented For City Commission Consideration:

Location on attached map	Applicant Name	Criteria/Qualifications Applicants shall be from different neighborhoods in the City.
1	James Iacobucci	Resident – 1563 Birmingham Blvd
2	Arnold Forrester	Resident – 1252 Bates
3	Julia Weiss	Resident – 1765 Mansfield
4	Jim Cleary	Resident – 2001 Fairway
5	Danny Fellin	Resident – 1090 Puritan
6	Celeste Hofley	Resident – 443 Wellesley
7	Sharon Edelman	Resident – 1845 Yosemite, #13
8	Peter Hollinshead	Resident – 590 Lakeview
9	Debbie Spencer	Resident – 1067 Wakefield

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

SUGGESTED ACTION:

To appoint _____ to serve on the Ad Hoc Birmingham Brand Development Committee as the member from different neighborhoods in the City.

To appoint _____ to serve on the Ad Hoc Birmingham Brand Development Committee as the member from different neighborhoods in the City.

To concur in the recommendation of the following board members to the Ad Hoc Birmingham Brand Development Committee:

Douglas Fehan, Birmingham Shopping District Board Member
Bert Koseck, Planning Board Member
Lilly Stotland, Parks & Recreation Board Member

City of Birmingham Street Map

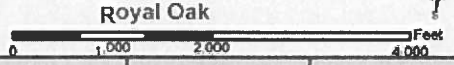
- Fire Station
- Birmingham Historical Museum
- Library
- Community Facilities
- Parking Structure
- City Hall - Police Station
- Cemetery
- Department of Public Services
- School
- Place of Worship
- US Post Office
- Lakes, Rivers
- Municipal Boundary
- Booth Trail
- Fairway Trail
- Linden Park Trail
- Quanton Lake Trail
- Willits Trail
- Voting District Boundary
- Local Road
- Major Road
- State Road
- Railroad
- Golf Course
- Park



Disclaimer
The information provided has been compiled from recorded deeds, plats, tax maps, surveys, and other public records and data. The data provided herein may be inaccurate or out of date and any person or entity who relies on said information for any purpose whatsoever does so solely at his or her own risk.

Data Sources: Oakland County GIS Utility, City of Birmingham

Updated: August 2006





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	First Name	Home Business	Appointed	Term Expires
Home Address		E-Mail		
Fehan 833 Hazel	Douglas	(248) 705-3000 <i>godug@aol.com</i>	Birmingham Shopping District Board Member	
Hoff 941 Arden Lane	Rackeline	(248) 642-957 <i>rackyhoff@hotmail.com</i>	7/25/2016 Mayor (City Commission Member)	
Koseck 2441 Dorchester	Bert	(248) 302-4018 <i>bkoseck@comcast.net</i>	Planning Board	
Nickita 752 East Lincoln	Mark	(248) 515-5631 <i>markforbirmingham@yahoo.com</i>	7/25/2016 Mayor Pro Tem (City Commission Member)	

Last Name	First Name	Home Business	Appointed	Term Expires
Home Address		E-Mail		
Stotland	Lilly	(248) 433-3148		
698 Hanna			Parks & Recreation Board Member	
		<i>lstotland@vescooil.com</i>		
<hr/>				
VACANT			Member-at-large from different neighborhoods in the City	
<hr/>				
VACANT			Member-at-large from different neighborhoods in the City	
<hr/>				

APPLICATION FOR CITY BOARD OR COMMITTEE

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

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

(Please print clearly)

Board/Committee of Interest Ad Hoc Birmingham Brand Development Committee

Name James M Iacobucci

Phone 248-540-2260

Residential Address 1563 Birmingham Boulevard

Email james@iacobucci.com

Residential City, Zip Birmingham, 48009

Length of Residence 21 years

Business Address 222 East Merrill - B'ham ++

Occupation Advertising + Marketing CEO

Business City, Zip 4850 Fernlee Avenue - RO

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

MSU MA in Advertising/Marketing + Design and Production. Been in the Ad biz for over 25 years... now have my own Firm - IACOBUCCI 360, aka SPACE 360. We've had

List your related employment experience Advertising | Design and Marketing for over 25 years in Chicago + Detroit. Now have Own Firm with Partners in Birmingham + Royal Oak.

List your related community activities Many, but most significant to this Position is that I was the Chairman of the Birmingham Arts Committee for 3years... overseeing the Art and Sculptures, along with fundraising .

List your related educational experience BA + MA - MSU - Advertising and Marketing

To the best of your knowledge, do you or a member of your immediate family have any direct financial or business relationships with any supplier, service provider or contractor of the City of Birmingham from which you or they derive direct compensation or financial benefit? If yes, please explain: _____

No.

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

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

[Signature] 8-25-2016
Signature of Applicant Date



RECEIVED BY

AUG 30 2016

OFFICE USE ONLY

Meets Requirements? ☒ Yes ☐ No

Will Attend ☒ Unable to Attend ☐

APPLICATION FOR CITY BOARD OR COMMITTEE
CITY CLERK'S OFFICE

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(Please print clearly)

Board/Committee of Interest AD HOC BRANDING
Name ARNOLD FORRESTER Phone 248 990 2387
Residential Address 1252 BATES Email LINOZFOR@ATT.NET
Residential City, Zip BHAM 48009 Length of Residence 35 Y.
Business Address _____ Occupation RETIRED
Business City, Zip _____

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

I HAVE SOME INDUSTRIAL DESIGN EDUCATION WHICH WAS APPLIED IN MY GM CAREER & IN ART WORK AT MY RESIDENCE -

List your related employment experience

GM MP4 ENR.

List your related community activities

RIVER DAY/CITIZENS ACADEMY/SENIOR SOFTBALL/
MARTHA BALDWIN PARK GARDEN/OWL NEST BOXES

List your related educational experience

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

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

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

[Signature]
Signature of Applicant

8/30/16
Date



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

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(Please print clearly)

Board/Committee of Interest AD-HOC BIRMINGHAM BRAND DEVELOPMENT COMMITTEE

Name Julia Weiss

Phone 248 978 6175

Residential Address 1765 Mansfield Rd

Email jklweiss@yahoo.com

Residential City, Zip Birmingham 48009

Length of Residence 19 years

Business Address _____

Occupation Assistant Buyer (Full Time)

Business City, Zip _____

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

I love living in the City of Birmingham and would like to contribute by being a volunteer for the City _____ Committee. I believe my years of full time employment as well as my passion for the City prepares me to be an excellent candidate. I am well organized, prompt, open minded and have an excellent work ethic.

List your related employment experience Presently I am a Assistant Buyer for a Flexible Packaging Company for which I am involved in logos quite often.

List your related community activities I do not have any related community activities.

List your related educational experience 2 year associated degree - not related.

To the best of your knowledge, do you or a member of your immediate family have any direct financial or business relationships with any supplier, service provider or contractor of the City of Birmingham from which you or they derive direct compensation or financial benefit? If yes, please explain: _____

No

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

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

Julia L Weiss
Signature of Applicant

8/30/2016
Date

Return the completed and signed application form to: City of Birmingham, City Clerk's Office, 151 Martin, Birmingham, MI 48009 or by email to Lpierce@bhamgov.org or by fax to 248.530.1080.
Updated 04/01/16



RECEIVED BY

AUG 31 2016

CITY CLERK'S OFFICE
CITY OF BIRMINGHAM

OFFICE USE ONLY

Meets Requirements? ☒ Yes ☐ NoWill Attend ☒ Unable to Attend

APPLICATION FOR CITY BOARD OR COMMITTEE

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(Please print clearly)

Board/Committee of Interest AD HOC BIRMINGHAM BRAND DEVELOPMENT COMMITTEEName JIM CLEARYPhone 248-840-8416Residential Address 2001 FAIRWAYEmail clearj@j@gmail.comResidential City, Zip BIRMINGHAM 48009Length of Residence 25 years

Business Address _____

Occupation PROFESSOR (RETIRED)

Business City, Zip _____

Reason for Interest: Explain how your background and skills will enhance the board to which you have applied _____
AS A MEMBER OF THE BIRMINGHAM CITIZENS ACADEMY, SPRING 2016, I
CONSIDER WORKING ON THIS COMMITTEE AN OPPORTUNITY TO CONTRIBUTE.
I HAVE BEEN A PROFESSOR OF ADVERTISING AND MARKETING FOR OVER 25 YEARS.

List your related employment experience UNIV. PROFESSOR & CHAIR OF ADVERTISING & MKTG. DEPT,
NORTHWOOD UNIVERSITY (1995-2015) WAYNE STATE UNIV. - ASSISTANT PROFESSOR
(2005-PRESENT)

List your related community activities SPRING 2016, BIRMINGHAM CITIZENS ACADEMY
RESIDENT OF BIRMINGHAM, 25 YEARS

List your related educational experience BBA UNIVERSITY OF NOTRE DAME '68
MBA CENTRAL MICHIGAN UNIVERSITY '86

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

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

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

James B. Cleary
 Signature of Applicant

8/31/16
 Date

Return the completed and signed application form to: City of Birmingham, City Clerk's Office, 151 Martin, Birmingham, MI 48009 or by email to james@bhamon.org or by fax to 248.530.1080.

Updated 04/01/16

Ad Hoc Birmingham Brand Development Committee
Jim Cleary – Application

First of all, I apologize for being out of town and unable to attend the interviews for the Ad Hoc Birmingham Brand Development Committee. I am also writing to reaffirm my interest in serving on the committee.

It's all about giving back, contributing and possibly making a difference.

Last Spring I had the opportunity to participate in the Birmingham Citizens Academy. It was a very informative experience. In most of the presentations, we were encouraged to follow up and get involved in some way with the Birmingham community. As a college instructor, I would always advise students to get involved in their communities after graduation and make a difference. Unfortunately, I never had the opportunity to take my own advice. Perhaps, serving on this committee might be way to follow through and take my own advice.

I grew up in the Detroit area. Graduated from Austin Catholic Prep on the east side in 1963. Graduated with a BBA – Management and Finance Majors from the University of Notre Dame in 1968. After school went to work for The Stroh Brewery Co. of Detroit for 15 years, holding various marketing positions in different cities as the brewery expanded, including Memphis, Los Angeles, Louisville and Detroit. Along the way, I earned a MBA from Central Michigan University. After the demise of Stroh's, I started teaching and like drugs; I got hooked.

I have recently retired from full-time teaching at Northwood University. At Northwood I taught Advertising and Marketing classes for 20 years. Most courses involved brand development in some way or another. I've served as the Chair of Northwood's Advertising program since 2002. For the last several years, I have also been teaching marketing classes at Wayne State and Cleary University, as an adjunct marketing professor.

I am married to Carla and we have lived on Fairway in Birmingham for the past 20 years or so. We have three daughters, Kristin, Katie and Megan, and five grandchildren.

Thank you for your consideration.

Regards,
Jim Cleary





OFFICE USE ONLY	
Meets Requirements?	<u>Yes</u> No
Will Attend	<u>Unable to Attend</u>

APPLICATION FOR CITY BOARD OR COMMITTEE

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(Please print clearly)

Board/Committee of Interest Brand Development

Name Danny Fellin

Phone 248.760.2328

Residential Address 1090 Puritan

Email dannyfellin@gmail.com

Residential City, Zip 48009

Length of Residence 22 years

Business Address 360 Maple

Occupation Marketing

Business City, Zip 48009

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

I have been involved in brand planning and brand development for over 20 years. I have helped national and local companies in developing their brands as well as their communication platforms. I currently work in brand development at McCann Detroit on the Pure Michigan Travel and the MEDC brands.

Being a long-time resident of Birmingham I have a strong understanding of the culture and assets of Birmingham which is critical in creating a brand. A strong successful brand must match its culture and personality to obtain buy-in from its internal stakeholders.

List your related employment experience Doner Advertising, Real Integrated and McCann Detroit

List your related community activities

List your related educational experience St. Louis University BA; University of Illinois MA

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

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

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

Signature of Applicant

September 1, 2016
Date

Return the completed and signed application form to: City of Birmingham, City Clerk's Office, 151 Martin, Birmingham, MI 48009 or by email to lpierce@bhamgov.org or by fax to 248.530.1080. Updated 04/01/16



RECEIVED BY

SEP - 6 2016

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

APPLICATION FOR CITY BOARD OR COMMITTEE

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(Please print clearly)

Board/Committee of Interest Ad Hoc Branding Development

Name Celeste Hofley

Phone 248-798-9721

Residential Address 443 Wellesley

Email chofley@yahoo.com

Residential City, Zip Birmingham, 48009

Length of Residence 11 years

Business Address ---

Occupation freelance graphic designer

Business City, Zip ---

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

List your related employment experience please see attached.

List your related community activities please see attached.

List your related educational experience BFA (concentration graphic design), University of Michigan School of Art and Design, '97

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

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

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

Celeste Hofley
Signature of Applicant

9-6-2016
Date

Return the completed and signed application form to: City of Birmingham, City Clerk's Office, 151 Martin, Birmingham, MI 48009 or by email to lpierce@bhamgov.org or by fax to 248.530.1080. Updated 04/01/16

APPLICATION FOR CITY BOARD OR COMMITTEE

Ad Hoc Branding Development / **Celeste Hofley**

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

My professional career has been in graphic design — both editorial and advertising design. I have had a lifelong interest in how to best present information and appeal to an audience by combining typography and images.

List your related employment experience:

Freelance graphic designer/art director 2009-present, Associate Creative Director, Campbell-Ewald, 2006-2009, Art Director/Design Director, Hour Detroit Magazine, 1999-2006

List your related community activities:

My husband and I are raising our family in Birmingham and have lived in two different locations in the city within the last 11 years. We have participated in city activities and frequently enjoy the many resources of Birmingham including: parks, the library, shopping and dining and classes at The Community House. Additionally I have recently completed pro bono design of a stationery suite for our daughters' school, Our Lady Queen of Martyrs in Beverly Hills.



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

APPLICATION FOR CITY BOARD OR COMMITTEE

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

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

(Please print clearly)

Board/Committee of Interest Ad Hoc Birmingham Brand Development

Name Sharon L. Edelman

Phone 248-496-4916

Residential Address 1845 Yosemite Blvd., Apt. 13

Email sharon48009@gmail.com

Residential City, Zip Birmingham, MI 48009

Length of Residence 16 years

Business Address One Towne Square, Suite 1835

Occupation Legal Assistant

Business City, Zip Southfield, MI 48076

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

I love Birmingham and would not want to live anywhere else. I shop in Birmingham and want to keep Birmingham's economy growing.

List your related employment experience _____

List your related community activities _____

List your related educational experience _____

To the best of your knowledge, do you or a member of your immediate family have any direct financial or business relationships with any supplier, service provider or contractor of the City of Birmingham from which you or they derive direct compensation or financial benefit? If yes, please explain: _____

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

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

Sharon L. Edelman
Signature of Applicant

9/6/2016
Date

Return the completed and signed application form to: City of Birmingham, City Clerk's Office, 151 Martin, Birmingham, MI 48009 or by email to Lpierce@bhamgov.org or by fax to 248.530.1080.

Updated 04/01/16



OFFICE USE ONLY
Meets Requirements? ☒ Yes ☐ No
☒ Will Attend ☐ Unable to Attend

APPLICATION FOR CITY BOARD OR COMMITTEE

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(Please print clearly)

Board/Committee of Interest Ad Hoc Birmingham Brand Development Committee

Name Peter Hollinshead

Phone 248-835-6657

Residential Address 590 Lakeview Avenue

Email phollinshead@comcast.net

Residential City, Zip Birmingham, 48009

Length of Residence 29 years

Business Address _____

Occupation Marketing Communications Consultant

Business City, Zip _____

Reason for Interest: Explain how your background and skills will enhance the board to which you have applied With eight years of experience as a brand marketing communications manager at FCA, I devised and implemented CRM, digital , advertising and events programs that helped develop strong brands in a highly competitive marketplace; first for Dodge, Ram and Chrysler, and then for Jeep, the best known automotive brand worldwide.

List your related employment experience Communication consultant to advertising agencies, defense contractors, Tier One automotive suppliers. Eight years of brand marketing experience.

List your related community activities Birmingham representative, Cablecasting Board, 2002-2005.

List your related educational experience M.A., International Relations, Johns Hopkins University. B.A., Political Science, George Washington University.

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

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

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

Peter D. Hollinshead
Signature of Applicant

9/7/16
Date

Return the completed and signed application form to: City of Birmingham, City Clerk's Office, 151 Martin, Birmingham, MI 48009 or by email to Lpierce@bhamgov.org or by fax to 248.530.1080.

Updated 04/01/16

PETER HOLLINSHEAD
590 Lakeview Avenue
Birmingham, Michigan 48009-1366

Mobile: 248.835.6657

phollinshead@comcast.net

A career communicator with deep experience in the automotive, advertising, and defense industries. Excels at defining key messages and determining how to best make them resonate with target audiences, whether via print, broadcast, digital or other media. Currently consulting corporations and advertising agencies on marketing communications. Exceptional record of accomplishment as a marketing communications manager and brand manager for major North American automotive brands and nameplates. Resource and press contact on product information, marketing programs, brand history. Unique combination of client and agency experience.

EDUCATION

MA, International Relations, School of Advanced International Studies,
Johns Hopkins University

BA, Political Science, George Washington University

Financial and Managerial Accounting undergraduate courses, Temple University

EXPERIENCE

Independent Marketing and Communications Consultant September 2008 - Present

- With Bluestone Executive Communications as a senior strategist, wrote and revised all Web site copy for a leading Tier One automotive supplier. Assisted a leading international advertising agency with message development and press releases. For two other Tier One suppliers, assisted with executive communications training. Developed the crisis communications strategy for a manufacturing firm. (2014-Present)
- With a Midwestern communications agency, assisted with creation of a communications strategy, and development, implementation and placement of digital and print creative for a major defense contractor (after assisting the agency in winning the account). (2012-2015)
- For a leading West Coast advertising agency with a “hot” creative shop, assisted with development of a new-business presentation. (2015)
- With a Detroit-area sports video production company, served as assistant producer for two TV series shown on cable and an ABC affiliated station. (2014)

PETER HOLLINSHEAD (continued)

- With a defense procurement proposal firm, prepared successful RFQ/RFP/RFI responses for U.S. military vehicles, USPS vehicles and field support systems for major defense/government contractors. (2009-2012)

Jeep Brand Events Manager, Chrysler LLC (now FCA US LLC) 2006-2008

- Managed Camp Jeep 2007, annual three-day Jeep brand owner loyalty and press event, attracting a record thousands of people and vehicles. Event attendance, impressions and ROI objectives were exceeded; universally praised as the “best ever” Camp Jeep. Produced and managed other successful Jeep events, including 30-city mobile tour, Winter X Games sponsorship, Jeep King of the Mountain action sports series, Tim McGraw/Faith Hill Soul2Soul concert tour sponsorship, Moab Jeep Safari, and 31 Jeep Jamborees.

Jeep Brand CRM Manager, DaimlerChrysler Corporation (now FCA US LLC) 2002-2006

- Directed successful pre-launch collateral and digital/direct mail campaigns for the current Wrangler and other Jeep vehicles. Corporate editor of Jeep Magazine, custom-published for 1.3 million owners.

Chrysler Brand CRM Manager, DaimlerChrysler Corporation 2004-2005

- Directed digital/direct mail campaigns and showroom collateral launch programs for all Chrysler brand vehicles including the current 300. Corporate editor of Chrysler owner magazine.

Dodge/Ram Brand Digital/CRM Manager, DaimlerChrysler Corporation 2000-2002

- Managed Dodge car/Ram truck brand Web site. Increased site traffic, implemented first successful digital vehicle purchase incentive and brand video game. Developed industry-first digital trailer towing guide application. Pioneered viral application linking event attendees to Web site for handraiser treatment.

Prowler Brand Manager, DaimlerChrysler Corporation 1995-2000

- Developed and implemented marketing communications and regional launch plans with special dealer events in major media markets.

Chrysler Convertible/Coupe Brand Manager, DaimlerChrysler Corporation 1998-2000

City of Birmingham representative, Birmingham Area Cable Board 2002-2005

Account Executive, Ross Roy, Inc. and Sandy Corporation communications agencies

SEP - 7 2016

OFFICE USE ONLY
Meets Requirements? ☒ Yes ☐ No
Will Attend / Unable to Attend

APPLICATION FOR CITY BOARD OR COMMITTEE

CITY CLERK'S OFFICE
CITY OF BIRMINGHAM

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(Please print clearly)

Board/Committee of Interest Ad Hoc Brand Development Committee

Name Debbie Spencer

Phone 248.214.5790

Residential Address 1067 Wakefield Street

Email debbiespencer96@gmail.com

Residential City, Zip Birmingham, 48009

Length of Residence 19 years Birmingham
5 years Beverly Hills

Business Address 415 S Old Woodward

Occupation _____

Business City, Zip Birmingham, 48009

Current: Realtor
Prior: 25 yrs Marketing / Advertising

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

My past profession and career prevented me from seeking extracurricular activities, but this opportunity matches my past experience of conducting consumer research, creating a brand positioning, directing identity development and implementing across all touchpoints. (see attached)

List your related employment experience 25 years Account Brand Management / Promotion in Advertising Agencies

List your related community activities Seaholm Soccer Boosters Committee; Corington and Seaholm Fundraising Activities

List your related educational experience B.A. Advertising from MSU

To the best of your knowledge, do you or a member of your immediate family have any direct financial or business relationships with any supplier, service provider or contractor of the City of Birmingham from which you or they derive direct compensation or financial benefit? If yes, please explain: _____

NO

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

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

Debra Spencer
Signature of Applicant

9-6-16
Date

September 6, 2016

I'm writing to express my interest in the volunteer position you are seeking to fill for the Ad Hoc Birmingham Brand Development Committee. As you'll see from my attached resume, I bring a strong marketing perspective, having worked on automotive brand and retail advertising accounts, the United States Postal Service, and also having worked on a large scale brand positioning and identity effort for one of Minnesota's largest healthcare providers, Allina Health.

Allina Health best exemplifies my extensive brand building experience, working on various research programs amongst key customer and internal constituents that identified consumer insights and analyzed competitive marketplace trends to develop a brand positioning. These learnings helped define key messaging and attributes for marketing communications needs. Our team developed a new, more contemporary brand identity for Allina Health.

I have included a jump drive and hard copy of a presentation that represents this brand identity development and how it was implemented across all public touchpoints such as signage, vehicle wraps, internal and external communications, events and wearables.

Feedback that I've received throughout my career, from both managers and peers, has been that I'm collaborative, innovative and motivating, all qualities that I think would make me successful in the position that you are seeking to fill.

I'd love the opportunity to discuss how my experience can help the City of Birmingham and your brand management efforts. The best ways to reach me are either e-mail (debbiespencer96@gmail.com) or mobile (248.214.5790).

Best,



Debbie Spencer

CLERK NOTE: The presentation referenced in paragraph 3 is forty pages and available in the Clerk's Office should the Commission wish to review it.

Debbie Spencer

1067 Wakefield Street • Birmingham, MI 48009

Mobile 248.214.5790 • debbiespencer96@gmail.com • [linkedin.com/in/debbiespencer/](https://www.linkedin.com/in/debbiespencer/)

Skill Highlights

Corporate Brand Identity/Positioning
Advertising Strategy Development/Execution
Digital and Social Marketing
Branded Partnerships/Event Execution
Multicultural Communications

Customer Relationship Management
Integrated Cross Platform Launches
Inter-Agency Integration Leadership
Internal Communications
National and Local Media

Category Experience: Automotive, Retail, Packaged Goods, Government, Healthcare, Non-Profit

Awards: 3x Silver EFFIE Winner for Marketing Effectiveness

USPIS 2SMRT4U Internet Safety and USPS Flat Rate Box *If it Fits, It Ships* campaigns

Professional Experience

Signature Sotheby's International Realty, Birmingham, MI, May 2016 – current
Realtor

Crain Communications, Autoweek, Detroit, MI, August 2014 – April 2016
Marketing Director

- Development and execution of CRM, call center and event programs to support subscriber acquisition, retention and customer loyalty initiatives.
- Assist call center in customer inquiries, problem resolution, and subscription pricing alternatives to maintain customer satisfaction.
- Establish, monitor and analyze program metrics against communication objectives.
- Creation of customer journey process to increase subscriber loyalty and build demographic profiles.
- Development of industry categorical research and annual Subscriber study.
- Establish new partnerships to support audience growth, increase magazine trial and enhance circulation revenue opportunities.
- Development of annual strategic marketing plan.

Search Optics, Ferndale, MI, September 2013 – February 2014
Vice President, Account Management

Tier II and III Automotive

- Responsible for content and strategy development for web/mobile, SEM, SEO, Local Search, Display and Social Media Reputation Management services.
- Utilized consumer usage trend data and analyzed program results to implement changes that increased campaign effectiveness.

Campbell-Ewald, Warren, MI, February 1999 – August 2013
Senior Vice President, Management Supervisor

Allina Health System, 2011 – 2013

- Oversaw internal stakeholder and consumer research for development of new brand positioning and messaging for go-to-market plan.
- Directed client leadership team to implement a unified brand positioning/identity, naming architecture and style guide to align 11 hospitals, over 90 clinics, and 7 specialty lines under one health system.
- Agency lead responsible for development and execution of integrated creative/media strategy.
- Aligned employee and community outreach programs to support brand-positioning efforts.
- Increased agency revenue 11% for CY12 by leveraging client relationships to sell in new initiatives (redesigned Web site, display advertising, direct marketing, and social media content integration).

Debbie Spencer, Professional Experience *cont'd.*

United States Postal Service and Postal Inspection Service, 2005 – 2011

- Oversaw strategic/creative development and execution of all integrated communications plans for award-winning *Flat Rate Box If It Fits, It Ships* national campaign, which increased box and envelope volume and revenue (114MM pieces and \$753MM) in 2 years.
- Directed qualitative and quantitative research to guide creative/message development.
- Analyzed campaign metrics to effectively optimize direct response channel spend for search, display advertising, DRTV, direct mail and email, resulting in cost per lead reduction of 25-75%.
- Responsible for planning and execution of all campaign Web sites and digital advertising support (search, display, pre-roll, Interactive TV).
- Responsible for local and multicultural USPS Field Marketing efforts, and coordination of quarterly planning meetings with senior Postal national and regional leadership.
- Initiated and sold in \$2.1MM program to promote Internet safety by developing *2SMRT4U Internet Safety* Campaign with the National Center for Missing & Exploited Children and *Teen Vogue*.

Vice President, Management Supervisor

Chevrolet Malibu, Corvette, Aveo, TrailBlazer, SSR, Avalanche, Motorsports, Blazer 1999 – 2005

- Responsible for supervising all advertising and digital integrated communications for vehicle launches, from positioning and claim development to creative execution.
- Developed plans to target niche markets: Hispanic, African-American, Female consumers.
- Collaborated with Brand, OnStar, Customer Relationship Management, regional clients, GM Card, GMAC Financing, and other brand affinity partners to coordinate and execute marketing programs.
- Utilized marketing databases, profile analysis and modeling techniques to identify prospects for conquest direct marketing programs.
- Oversaw contract development and implementation of affinity partnership for the TrailBlazer/The North Face Edition.
- Initiated and sold in cross platform media promotional program, *TIME For Teachers* program (*Time Inc.* brands), 2000 Media Week Plan of the Year.

ROSS ROY INC., Bloomfield Hills, MI

Project Management Supervisor

Jeep/Plymouth Merchandising and Owner Loyalty Programs, 1998 – 1999

- Development and production of all catalogs and brochures, and coordination of Six Flags Theme Park Family Night owner-loyalty program.

BOZELL WORLDWIDE, INC., Southfield, MI

Senior Account Executive

Chrysler Corporate/Jeep/Eagle Advertising and Events Marketing, 1995 – 1998

- Initiation and development of first Web sites for Jeep and Eagle brands.
- Oversaw administration and promotional coordination of Dollar Rent A Car partnership.

DONER ADVERTISING, Southfield, MI

Account Executive

La-Z-Boy Furniture Galleries, Motrin IB, Crowley's Department Store, 1992 – 1995

- Coordinated strategic planning, creative development and execution of local advertising for over 90 dealers on \$9 million business.

ROSS ROY INC., Bloomfield Hills, MI

Account Coordinator

Builders Square, The Sports Authority, OfficeMax, National Guard and Reserve, 1991 – 1992

Education

Michigan State University, East Lansing, MI – BA in Advertising



NOTICE OF INTENTION TO APPOINT TO THE ADVISORY PARKING COMMITTEE

At the regular meeting of Monday, September 12, 2016, the Birmingham City Commission intends to appoint three members to the Advisory Parking Committee to serve three-year terms to expire September 4, 2019.

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 voter on appointments.

Committee Duties

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

Applicant(s) Presented For City Commission Consideration:

Applicant Name	Criteria/Qualifications
	One resident shopper
Gayle Champagne	Resident – 833 Hazel

Applicant Name	Criteria/Qualifications
	One resident
Judith Paskiewicz	Resident – 560 Woodland

Applicant Name	Criteria/Qualifications
	One professional firm representative
Lex Kuhne	Attorney, 33717 Woodward

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

SUGGESTED ACTION:

To appoint _____ to the Advisory Parking Committee, as the resident shopper member, to serve a three year term to expire September 4, 2019.

To appoint _____ to the Advisory Parking Committee, as the resident member, to serve a three year term to expire September 4, 2019.

To appoint _____ to the Advisory Parking Committee, as the professional firm representative, to serve a three year term to expire September 4, 2019.



ADVISORY PARKING COMMITTEE

Resolution No. 8-882-84 - August 6, 1984. Amended by Resolution No. 9-989-84 September 4, 1984. Amended by Resolution No. 05-152-00 May 22, 2000.

Terms: Three years

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

Downtown commercial representatives - large retail - 1 member; small retail - 1 member; professional firm - 1 member; building owner - 1 member; restaurant owner - 1 member; downtown employee representative - 1 member; residential - two members who do not qualify under any of the previous categories, and one resident shopper.

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

Last Name Home Address	First Name	Home Business E-Mail	Appointed	Term Expires
Champagne 833 Hazel Birmingham	Gayle 48009	2489785581 <i>gchampagne1@aol.com</i>	6/6/2016 Resident Shopper	9/4/2016
Honhart 197 E. Frank Birmingham	Anne 48009	(248) 644-3678 <i>ahonhart@atlaswelding.com</i>	9/4/1984 Resident	9/4/2018
Kalczynski 100 Townsend Birmingham	Steven 48009	(248) 642-7900 <i>skalczynski@yahoo.com</i>	11/26/2012 Large Retail	9/4/2017
Krueger 348 Ferndale Ave Birmingham	Lisa 48009	(248) 921-0099 <i>lisakrug21@gmail.com</i>	3/30/2015 Downtown Employee Member	9/4/2017

Last Name	First Name	Home Business E-Mail	Appointed	Term Expires
Kuhne 1530 Pilgrim Ave Birmingham	Lex 48009	(248) 642-8819 (248) 644-4539 <i>lexkuhne@gmail.com</i>	9/24/2004 Professional Firm	9/4/2016
Paskiewicz 560 Woodland Birmingham	Judith 48009	248-642-3337 <i>judith.paskiewicz@gmail.com</i>	1/28/2013 Resident	9/4/2016
Peabody 1229 Oxford Rd Berkley	Susan 48072	(248) 568-4853 (248) 644-5222 <i>sannepeabody@gmail.com</i>	1/28/2002 Restaurant Owner	9/4/2017
VACANT				9/4/2018 Building Owner
Vaitas 2633 Endsleigh Drive Bloomfield Village	Algirdas 48301	(248) 593-3177 <i>alvorth@aol.com</i>	11/13/2006 Small Retail	9/4/2018

ADVISORY PARKING COMMITTEE
ATTENDANCE RECORD

2013

	J	F	M	A	M	J	J	A	S	O	N	D	
Esshaki, James	A	X	X	X	A	A	X	X	A	A	A	A	0%
Honhart, Anne	P	X	X	X	P	P	X	X	P	P	P	P	100%
Kalcynski, Steven	P	X	X	X	P	P	X	X	P	P	P	P	100%
Kuhne, Lex	P	X	X	X	P	P	X	X	P	P	P	P	100%
Ley, William	P	X	X	X	A	A	X	X	A	*	*	*	25%
Paskiewicz, Judith	P	X	X	X	P	A	X	X	P	P	P	A	71%
Peabody, Susan	A	X	X	X	P	P	X	X	P	A	P	P	71%
Stanczak, Paul	A	X	X	X	A	A	X	X	A	*	*	*	0%
Vaitas, Algirdas	P	X	X	X	A	P	X	X	A	P	P	P	71%
Julie Gheen	**	**	**	**	**	**	**	**	**	**	**	A	0%

X = Meeting Cancelled

* = Member Resigned

** = Member Not Yet Appointed

2014

	J	F	M	A	M	J	J	A	S	O	N	D	
Esshaki, James	X	A	A	X	A	X	A	A	A	A	X	A	0%
Honhart, Anne	X	P	P	X	P	X	P	P	P	P	X	P	100%
Kalcynski, Steven	X	A	P	X	P	X	P	P	A	P	X	P	75%
Kuhne, Lex	X	P	P	X	P	X	P	P	P	P	X	P	100%
Paskiewicz, Judith	X	P	P	X	P	X	P	P	P	P	X	A	88%
Peabody, Susan	X	P	P	X	P	X	P	P	P	P	X	P	100%
Vaitas, Algirdas	X	P	P	X	P	X	P	P	P	A	X	P	88%
Julie Gheen	X	P	P	X	P	X	P	A	P	P	X	P	88%

X = Meeting Cancelled

ADVISORY PARKING COMMITTEE
ATTENDANCE RECORD

2015

	J	F	M	A	M	J	J	A	S	O	N	D	
Lex Kuhne	P	P	P	P	P	X	X	X	X	P	X	X	100%
Julie Gheen	P	A	P	P	P	*	*	*	*	*	*	*	66%
Anne Honhart	P	A	A	P	P	X	X	X	X	P	X	X	66%
Steven Kalczynski	P	P	A	P	A	X	X	X	X	A	X	X	50%
Judith Paskewicz	P	P	P	P	P	X	X	X	X	P	X	X	100%
Susan Peabody	P	P	P	A	P	X	X	X	X	P	X	X	84%
Algirdas Vaitas	P	P	P	P	A	X	X	X	X	P	X	X	84%
James Esshaki	A	A	A	A	A	X	X	X	*	*	*	*	0%
Lisa Krueger	**	**	**	**	P	X	X	X	X	P	X	X	100%

X = Meeting Cancelled

* = Member Resigned

** = Member Not Yet Appointed

2016

	J	F	M	A	M	J	J	A	S	O	N	D	
Gayle Champagne	**	**	**	**	**	P	P	P					100%
Anne Honhart	P	X	P	A	P	P	P	P					85%
Steven Kalcynski	P	X	P	P	A	P	P	P					85%
Lisa Kruger	P	X	P	P	P	A	P	P					85%
Lex Kuhne	P	X	P	P	P	P	P	P					100%
Judith Paskiewicz	P	X	P	P	P	P	P	P					100%
Susan Peabody	P	X	P	A	P	P	P	A					70%
Algirdas Vaitas	P	X	P	P	P	P	P	P					100%

X = Meeting Cancelled

APPLICATION FOR CITY BOARD OR COMMITTEE

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(Please print clearly)

Board/Committee of Interest Advisory Parking Committee
Name Gayle Champagne Phone 248-978-5581
Residential Address 833 Hazel Email _____
Residential City, Zip Birmingham MI 48009 Length of Residence 30+ years
Business Address 2600 W. Big Beaver Occupation Sales
Business City, Zip Troy MI 48084

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

presently serving on this committee

List your related employment experience Sales, marketing
Board member & President of American Junior Golf Assoc 25 years

List your related community activities I vote

List your related educational experience BS. WMU
BA JofM

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

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

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

Gayle Champagne
Signature of Applicant

8-14-2016
Date

RECEIVED BY

AUG 26 2016

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

APPLICATION FOR CITY BOARD OR COMMITTEE

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

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(Please print clearly)

Board/Committee of Interest Advisory Parking Committee

Name Judith Paskiewicz Phone 248 642 3337

Residential Address 560 Woodland Email judithpaskiewicz@hotmail.com

Residential City, Zip Birmingham, MI 48009 Length of Residence 30+ yrs

Business Address 600 N. Old Woodward Occupation Psychologist

Business City, Zip Birmingham MI 48009

Reason for Interest: Explain how your background and skills will enhance the board to which you have applied
Both my home and business (and my spouse's business) have been in the "near downtown" area for many years. I am interested and impacted in decisions and planning for parking as the needs of residents, businesses, customers and visitors converge.

List your related employment experience Psychologist/business owner

List your related community activities As member of Parking Advisory Committee am representative to Ad hoc Parking Advisory Board

List your related educational experience MSW (Social Work) PhD (Clinical Psychology)

To the best of your knowledge, do you or a member of your immediate family have any direct financial or business relationships with any supplier, service provider or contractor of the City of Birmingham from which you or they derive direct compensation or financial benefit? If yes, please explain: _____

no

Do you currently have a relative serving on the board/committee to which you have applied? yes

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

Judith M Paskiewicz PhD
Signature of Applicant

8/19/2016
Date



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

APPLICATION FOR CITY BOARD OR COMMITTEE

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

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

(Please print clearly)

Board/Committee of Interest _____

Name _____ Phone _____

Residential Address _____ Email _____

Residential City, Zip _____ Length of Residence _____

Business Address _____ Occupation _____

Business City, Zip _____

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

List your related employment experience _____

List your related community activities _____

List your related educational experience _____

To the best of your knowledge, do you or a member of your immediate family have any direct financial or business relationships with any supplier, service provider or contractor of the City of Birmingham from which you or they derive direct compensation or financial benefit? If yes, please explain: _____

Do you currently have a relative serving on the board/committee to which you have applied? _____

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

Alexander E. Kuhne
Signature of Applicant

Date



NOTICE OF INTENTION TO APPOINT TO DESIGN REVIEW BOARD

At the regular meeting of Monday, September 12, 2016 the Birmingham City Commission intends to appoint two members to the Design Review Board to serve three-year terms to expire September 25, 2019.

Interested parties may submit an application available from the city clerk's office on or before noon on Wednesday, September 7, 2016. Applications will appear in the public agenda at which time the commission will discuss recommendations, and may make nominations and vote on appointments.

The function and duty of the Design Review Board is to advise the City Commission in regard to the proper development of the city. The Design Review Board is specifically charged with carrying out the goals, objectives and intent of the city's adopted master plan and urban design plan and other development-oriented plans which may subsequently be adopted. The Design Review Board is authorized to advise and cooperate with the City Commission, city Planning Board, Historic District Commission and other city advisory boards and cooperate with the planning, historic district and legislative bodies of other governmental units in any area outside the boundaries of the city.

Applicant(s) Presented For City Commission Consideration:

Applicant Name	Criteria/Qualifications One member shall be an architect duly registered in this state, if such person is available. One member shall represent, insofar as possible, different occupations and professions such as, but not limited to, the legal profession, the financial or real estate professions, and the planning or design professions.
Natalia Dukas 1352 Suffield	Works in finance
Michael Willoughby 677 Greenwood	Architect
Dulce Fuller 255 Pierce	Interior design business

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

SUGGESTED ACTION:

To appoint _____ to serve a three-year term on the Design Review Board to expire September 25, 2019.

To appoint _____ to serve a three-year term on the Design Review Board to expire September 25, 2019.



DESIGN REVIEW BOARD

Ordinance #1882

Terms: 3 years

Members: One member of the Design Review Board shall be an architect duly registered in this state, if such person is available. The other members shall represent, insofar as possible, different occupations and professions such as, but not limited to, the legal profession, the financial or real estate professions, and the planning or design professions. The City Commission may appoint two members of the Historic District Commission to serve as alternate members of the Design Review Board during their term of appointment. (ordinance #1975)

Duties: The function and duty of the Design Review Board is to advise the city commission in regard to the proper development of the city. The Design Review Board is specifically charged with carrying out the goals, objectives and intent of the city's adopted master plan and urban design plan and other development-oriented plans which may subsequently be adopted. The Design Review Board is authorized to advise and cooperate with the City Commission, city Planning Board, Historic District Commission and other city advisory boards and cooperate with the planning, historic district and legislative bodies of other governmental units in any area outside the boundaries of the city.

Last Name	First Name	Home Business E-Mail	Appointed	Term Expires
Coir	Mark	248-390-0372	1/28/2013	9/25/2018
411 S. Old Woodward #1025		<i>keskus2010@aol.com</i>	historical preservation organization member	
Deyer	Keith	(248)642-6390	9/25/2006	9/25/2017
1283 Buckingham		<i>kwdeyer@comcast.net</i>		
Dukas	Natalia	(248) 885-8535	9/9/2013	9/25/2016
1685 Henrietta St.		<i>nataliadukas@yahoo.com</i>		
Henke	John	(248) 789-1640	9/25/2006	9/25/2018
724 South Bates		<i>jwhenke@aol.com</i>	historical preservation organization member	

Last Name Home Address	First Name	Home Business E-Mail	Appointed	Term Expires
Salter-Dodson 1758 Grant	Loreal	<i>loreal4@gmail.com</i>	2/8/2016 Student Representative	12/31/2016
Trapnell 660 Smith Ave	Thomas	(313) 568-6712 <i>ttrapnell@dykema.com</i>	4/27/2015	9/25/2018
VACANT				9/25/2016 Alternate (member of HDC)
VACANT				9/25/2016 Alternate (member of HDC)
Weisberg 651 West Frank	Shelli	(248) 642-6461 <i>sweisberg@aclumich.org</i>	9/25/2006	9/25/2017
Willoughby 667 Greenwood	Michael	(248) 258-2669 (248) 540-7603 <i>mwilloughby@mwa-architects.com</i>	3/22/2010 Architect	9/25/2016

Attendance records for expiring HDC/DRB Board members terms-

9/2013 to 8/2016

Natalia Dukas – 33 meetings attended of 38 possible meeting = 87%

Michael Willoughby – 33 meetings attended of 38 possible meetings = 87%

SEP - 2 2016

APPLICATION FOR CITY BOARD OR COMMITTEE

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

(Please print clearly)

Board/Committee of Interest Design Review Board and Historic District Commission

Name Natalia Dukas

Phone (248) 885-8535

Residential Address 1352 Sutfield Ave.

Email nataliadukas@yahoo.com

Residential City, Zip Birmingham, MI 48009

Length of Residence 9 years

Business Address _____

Occupation _____

Business City, Zip _____

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

I would like to continue serving on the Design Review Board and the Historic District Commission.

List your related employment experience Finance, Ford Motor. Co.

List your related community activities Member, DRB / HDC 2013-present
Pierce Elementary PTA

List your related educational experience B.A. Economics University of California-Berkeley '98
Historic District Commissioner Training 2014

To the best of your knowledge, do you or a member of your immediate family have any direct financial or business relationships with any supplier, service provider or contractor of the City of Birmingham from which you or they derive direct compensation or financial benefit? If yes, please explain: _____

no

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

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

Natalia Dukas
Signature of Applicant

8/29/16
Date

APPLICATION FOR CITY BOARD OR COMMITTEE

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

(Please print clearly)

Board/Committee of Interest Design Review Board / Historic District Commission

Name Michael Willoughby

Phone 248 760 8903

Residential Address 663 Greenwood

Email mwilloughby@mwa-architects.com

Residential City, Zip Birmingham 48009

Length of Residence 26 yrs

Business Address 555 S. Old Woodward

Occupation Architect

Business City, Zip Birmingham MI 48009

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

I have served on the boards and as an architect add value to the group

List your related employment experience Architect since 1972

List your related community activities Properties Committee @ Cranbrook

List your related educational experience B.G. Architecture

previous architectural review committee - Birmingham

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

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

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

Signature of Applicant

Date



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

APPLICATION FOR CITY BOARD OR COMMITTEE

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

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

(Please print clearly)

Board/Committee of Interest Design Review Board * HDC
Name Dulce M. Fuller Phone 248.245.4000
Residential Address 255 Pierce St. Email dawoodwardandmaple.com
Residential City, Zip Birmingham, MI 48009 Length of Residence 11 yrs.
Business Address 266 E. Maple Rd. Occupation Business Owner
Business City, Zip Birmingham, MI 48009

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

I have had an interior design business for over twenty five years. I have experience in both commercial and residential projects. Amongst them you can see an example at Cafe Via.

List your related employment experience

Commercial design for Fuller Central Park Properties.

List your (related) community activities

List your related educational experience

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

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

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

Dulce M. Fuller
Signature of Applicant

1 September 2016
Date



NOTICE OF INTENTION TO APPOINT TO HISTORIC DISTRICT COMMISSION

At the regular meeting of Monday, September 12, 2016 the Birmingham City Commission intends to appoint two members to the Historic District Commission to serve three-year terms to expire September 25, 2019.

Interested parties may submit an application available from the city clerk's office on or before noon on Wednesday, September 7, 2016. Applications will appear in the public agenda at which time the commission will discuss recommendations, and may make nominations and vote on appointments.

The function and duty of the Historic District Commission is to advise the City Commission with respect to the proper development of the city with primary emphasis upon the city's established historic districts, sites, properties and historic resources. The Commission is also authorized to recommend for the guidance of the City Commission amendments to the City Code relating to the control and development of lands within historic districts.

Applicant(s) Presented For City Commission Consideration:

Applicant Name	Criteria/Qualifications
	A majority of the members shall have a clearly demonstrated interest in or knowledge of historic preservation. If available, one member shall be an architect who has two years of architectural experience or who is duly registered in the State of Michigan.
Natalia Dukas 1352 Suffield	Works in finance
Michael Willoughby 677 Greenwood	Architect
Dulce Fuller 255 Pierce	Interior design business

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

SUGGESTED ACTION:

To appoint _____ to serve a three-year term on the Historic District Commission to expire September 25, 2019.

To appoint _____ to serve a three-year term on the Historic District Commission to expire September 25, 2019.



HISTORIC DISTRICT COMMISSION

Ordinance #1880

Terms: 3 years

Members: A majority of the members shall have a clearly demonstrated interest in or knowledge of historic preservation. Two members shall be appointed from a list submitted by duly organized local historic preservation organizations. If available, one member shall be an architect who has two years of architectural experience or who is duly registered in the State of Michigan. The City Commission may appoint two members of the Design Review Board to serve as alternate members of the Historic District Commission during their term of appointment. (ordinance #1976)

Duties: The function and duty of the Historic District Commission is to advise the City Commission with respect to the proper development of the city with primary emphasis upon the city's established historic districts, sites, properties and historic resources. The Commission is also authorized to recommend for the guidance of the City Commission amendments to the City Code relating to the control and development of lands within historic districts.

Last Name	First Name	Home Business E-Mail	Appointed	Term Expires
Coir	Mark	(248) 390-0372 <i>keskus2010@aol.com</i>	2/11/2013 historical preservation organization member	9/25/2018
Deyer	Keith	(248) 642-6390 <i>kwdeyer@comcast.net</i>	9/25/2006	9/25/2017
Dukas	Natalia	(248) 885-8535 <i>nataliadukas@yahoo.com</i>	9/9/2013	9/25/2016
Henke	John	(248) 789-1640 <i>jwhenke@aol.com</i>	9/25/2006 historical preservation organization member	9/25/2018

Last Name Home Address	First Name	Home Business E-Mail	Appointed	Term Expires
Salter-Dodson 1758 Grant	Loreal	<i>lorealsd4@gmail.com</i>	2/8/2016 Student Representative	12/31/2016
Trapnell 660 Smith Ave	Thomas	(313) 568-6712 <i>ttrapnell@dykema.com</i>	4/27/2015	9/25/2018
VACANT				9/25/2016 Alternate (member of DRB)
VACANT				9/25/2016 Alternate (member of DRB)
Weisberg 651 West Frank	Shelli	(248)642-6461 <i>sweisberg@aclumich.org</i>	9/25/2006	9/25/2017
Willoughby 667 Greenwood	Michael	(248) 258-2669 (248) 540-7603 <i>mwilloughby@mwa-architects.com</i>	3/22/2010 architect	9/25/2016

Attendance records for expiring HDC/DRB Board members terms-

9/2013 to 8/2016

Natalia Dukas – 33 meetings attended of 38 possible meeting = 87%

Michael Willoughby – 33 meetings attended of 38 possible meetings = 87%

SEP - 2 2016

APPLICATION FOR CITY BOARD OR COMMITTEE

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

(Please print clearly)

Board/Committee of Interest Design Review Board and Historic District Commission

Name Natalia Dukas

Phone (248) 885-8535

Residential Address 1352 Sutherland Ave.

Email nataliadukas@yahoo.com

Residential City, Zip Birmingham, MI 48009

Length of Residence 9 years

Business Address _____

Occupation _____

Business City, Zip _____

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

I would like to continue serving on the Design Review Board and the Historic District Commission.

List your related employment experience Finance, Ford Motor. Co.

List your related community activities Member, DRB / HDC 2013-present
Pierce Elementary PTA

List your related educational experience B.A. Economics University of California-Berkeley '98
Historic District Commissioner Training 2014

To the best of your knowledge, do you or a member of your immediate family have any direct financial or business relationships with any supplier, service provider or contractor of the City of Birmingham from which you or they derive direct compensation or financial benefit? If yes, please explain: _____

no

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

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

Natalia Dukas
Signature of Applicant

8/29/16
Date

APPLICATION FOR CITY BOARD OR COMMITTEE

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

(Please print clearly)

Board/Committee of Interest Design Review Board / Historic District Commission

Name Michael Willoughby

Phone 248 760 8903

Residential Address 663 Greenwood

Email mwilloughby@mwa-architects.com

Residential City, Zip Birmingham 48009

Length of Residence 26 yrs

Business Address 555 S. Old Woodward

Occupation Architect

Business City, Zip Birmingham MI 48009

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

I have served on the boards and as an architect add value to the group

List your related employment experience Architect since 1972

List your related community activities Properties Committee @ Cranbrook

List your related educational experience B.G. Architecture

previous architectural review committee - Birmingham

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

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

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

Signature of Applicant

Date



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

APPLICATION FOR CITY BOARD OR COMMITTEE

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

(Please print clearly)

Board/Committee of Interest Design Review Board * HDC
Name Dulce M. Fuller Phone 248.245.4000
Residential Address 255 Pierce St. Email dawoodwardandmaple.com
Residential City, Zip Birmingham, MI 48009 Length of Residence 11 yrs.
Business Address 266 E. Maple Rd. Occupation Business Owner
Business City, Zip Birmingham, MI 48009

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

I have had an interior design business for over twenty five years. I have experience in both commercial and residential projects. Amongst them you can see an example at Cafe Via.

List your related employment experience

Commercial design for Fuller Central Park Properties.

List your (related) community activities

List your related educational experience

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

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

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

Dulce M. Fuller
Signature of Applicant

1 September 2016
Date



NOTICE OF INTENTION TO APPOINT TO PUBLIC ARTS BOARD

At the regular meeting of Monday, August 8, 2016 the Birmingham City Commission intends to appoint members to the Public Arts Board as follows: two members to serve the remainder of a three-year term to expire January 28, 2017 and one member to serve the remainder of a three-year term to expire January 28, 2019.

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

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

Interested citizens may apply for this position by submitting an application available from the city clerk's office. Applications must be submitted to the city clerk's office on or before noon on Wednesday, August 3, 2016. These applications will appear in the public agenda for the regular meeting at which time the commission will discuss recommendations, and may make nominations and vote on the appointments.

Applicant(s) Presented For City Commission Consideration:

Applicant Name	Criteria/Qualifications
Mary Roberts 2352 Buckingham	Degree in Fine Arts and Art History Docient at the Detroit Institute of Art
Anne Ritchie 1555 S. Eton	Artist, Volunteer at Birmingham Bloomfield Art Center

SUGGESTED ACTION:

To appoint _____ to the Public Arts Board to serve the remainder of a three-year term to expire January 28, 2019.

To appoint _____ to the Public Arts Board to serve the remainder of a three-year term to expire January 28, 2017.



PUBLIC ARTS BOARD

City Code - Chapter 78, Article V

Terms - 3 years

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

Objectives -

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

Last Name	First Name	Home Business	Appointed	Term Expires
Home Address		E-Mail		
Heller	Barbara	(248) 540-1310	1/28/2002	1/28/2018
176 Linden		(313) 833-7834	Resident Member	
Birmingham	48009	<i>bheller@dia.org</i>		
Klinger	Phyllis	(248) 594-4240	3/18/2013	1/28/2018
1844 Bowers			Resident Member	
Birmingham	48009	<i>pklingerlawfirm@yahoo.com</i>		
Mettler	Maggie	(248) 703-8006	1/12/2015	1/28/2019
544 Wallace			Resident Member	
Birmingham	48009	<i>mlmettler@gmail.com</i>		
Suchara	Ava	(248) 645-1319	2/8/2016	12/31/2016
2160 Fairway			Student Representative	
Birmingham	48009	<i>asuchara@comcast.net</i>		

Last Name	First Name	Home Business	Appointed	Term Expires
Home Address		E-Mail		
VACANT				1/28/2017
VACANT				1/28/2019
VACANT				1/28/2017
Wells	Linda	(248) 647-1165	2/11/2013	1/28/2019
588 Cherry Ct.			Resident Member	
Birmingham	48009	lawells126@gmail.com		



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

APPLICATION FOR CITY BOARD OR COMMITTEE

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

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

(Please print clearly)

Board/Committee of Interest Public Arts Board

Name Mary J. Roberts

Phone 248-535-9871

Residential Address 2352 Buckingham Ave.

Email maryroberts49@gmail.com

Residential City, Zip Birmingham, MI 48009

Length of Residence 2005, August

Business Address N/A

Occupation Retired Public Relations

Business City, Zip N/A

Reason for Interest: Explain how your background and skills will enhance the board to which you have applied _____
I have a background in art and am a docient at the Detroit Institute of Art. I would like to be part of a group who makes decision on public art.

List your related employment experience I have an undergratuade degree in Fine Arts and Art History. I have worked in public relations for GM for 30 years.

List your related community activities I am a docient at the Detroit Institute of Art and have a strong background in art history and fine arts.

List your related educational experience Degree in Fine Arts and Masters in Administration.

To the best of your knowledge, do you or a member of your immediate family have any direct financial or business relationships with any supplier, service provider or contractor of the City of Birmingham from which you or they derive direct compensation or financial benefit? If yes, please explain: _____

No

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

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

Mary J. Roberts
Signature of Applicant

08 - 29 -2016

Date

Return the completed and signed application form to: City of Birmingham, City Clerk's Office, 151 Martin, Birmingham, MI 48009 or by email to lpierce@bhamgov.org or by fax to 248.530.1080. Updated 04/01/16

APPLICATION FOR CITY BOARD OR COMMITTEE

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(Please print clearly)

Board/Committee of Interest Public Arts
Name Anne Ritchie Phone 248.635.1765
Residential Address 1455 S. Eton St. Email a-ritchie@msn.com
Residential City, Zip Birmingham MI 48009 Length of Residence 13 yrs.
Business Address 657 S. Eton St Occupation Artist/Advertising
Business City, Zip B'ham MI 48009

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

As a working artist and long time resident I appreciate the creativity in Birmingham in both our businesses and homes. Would love to be a part of that.

List your related employment experience _____

Adv. 30 yrs / Artist - life

List your related community activities _____

Volunteer @ BBAC, Leader Dogs for the Blind.

List your related educational experience _____

Graphic & web design cert. C.C.S.

To the best of your knowledge, do you or a member of your immediate family have any direct financial or business relationships with any supplier, service provider or contractor of the City of Birmingham from which you or they derive direct compensation or financial benefit? If yes, please explain: former agency for

the Birmingham PSD.

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

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

Anne Ritchie
Signature of Applicant

8/30/14
Date

BIRMINGHAM CITY COMMISSION MINUTES
AUGUST 22, 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 7:32 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, DPS Director Wood, Building Official Johnson, Planner Baka, HR Manager Taylor

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

08-261-16 A COALITION FOR TRANSIT (ACT) UPDATE

Marie Donnigan, from ACT, announced that the date for the Regional Transit Forum has been changed to September 14th at 7:00 PM. It will be held at the First United Methodist Church of Birmingham.

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.

08-262-16 APPROVAL OF CONSENT AGENDA

MOTION: Motion by Sherman, seconded by Bordman:

To approve the consent agenda as follows:

- 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 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.

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,	1, Hoff (from Warrant 244246 for payment as an election inspector)

V. UNFINISHED BUSINESS

VI. NEW BUSINESS

08-263-16 PUBLIC HEARING TO CONSIDER AMENDMENTS TO THE ZONING ORDINANCE REGARDING OUTDOOR STORAGE AND DISPLAY STANDARDS

Mayor Hoff opened the Public Hearing to consider amendments to Zoning Ordinance – Outdoor Storage and Display Standards at 7:39 PM.

Planner Baka explained the amendments to the zoning ordinance would create consistency with outdoor displays. He stated that the outdoor display would be permitted as accessory to the principal use only. Gas stations and party stores would require site plan review and all other outdoor displays would require design review. He stated that the outdoor display would be limited to .5 square feet to every foot of linear frontage, with a four foot height limit.

Mr. Baka confirmed for Mayor Hoff that this is separate from holiday displays. Holiday displays are specifically permitted in the ordinance as long as it relates to the holiday.

Commissioner Harris commented that there are several non-conforming uses now. He questioned at what point a review is triggered if a business is going to change its outdoor display. Mr. Baka explained that the City is in the process of documenting the existing outdoor displays. If someone notices that something has dramatically changed, there will be a photograph on file to reference whether or not it is different and whether it was ever approved.

Commissioner Sherman questioned what this ordinance is accomplishing. He stated that he does not see a need for the ordinance and would like to see a different way that this situation could be handled.

Mayor Pro Tem Nickita commented that the discussion was based on the need of the Commission to try to curtail an issue of storage blight in these particular areas.

Commissioner Boutros questioned the difference between the holiday season for Kroger and the owner of a gas station trying to make a living. He stated that the City does not want to put a lot of burden on the business owners in the community. It should not be made more difficult. He stated that the benefit is not there, nothing is being changed in the non-conforming existing business.

The Mayor closed the Public Hearing at 8:12 PM.

MOTION: Motion by DeWeese, seconded by Nickita:

To adopt an 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.

VOTE: Yeas, 5
 Nays, 2 (Boutros, Sherman)
 Absent, None

08-264-16 TREE CARE AND REMOVAL AGREEMENT

DPS Director Wood explained that the agreement includes a 5% increase in year one and allows the City to do an extension for year two upon 30-day written notice. She confirmed for Commissioner Harris that a 5% increase is proposed in year two as well.

MOTION: Motion by Sherman, seconded by DeWeese:

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.

Mayor Hoff questioned the 5% increase for multiple years. She stated that it is not consistent with other communities. Judd Hart, owner of J.H. Hart Urban Forestry, responded that there was no increase for six years and this will help to catch up a bit. Commissioner Sherman noted that the rate comparisons show that the City is still ahead of other communities.

VOTE: Yeas, 7
 Nays, None
 Absent, None

Dorothy Conrad expressed support of the contract.

**08-265-16 APPOINTMENT OF VOTING DELEGATE FOR THE
 MICHIGAN MUNICIPAL LEAGUE ANNUAL MEETING**

MOTION: Motion by Bordman, seconded by Boutros:

To appoint Mayor Hoff as City Commission voting delegate and Commissioner DeWeese as alternate voting delegate at the Michigan Municipal League Annual Meeting to be held on September 14, 2016.

VOTE: Yeas, 7
 Nays, None
 Absent, None

**08-266-16 AFSCME LOCAL 998
 SETTLEMENT AGREEMENT**

Human Resources Manager Taylor explained that the settlement agreement includes a four-year term, 2% wage adjustment in each year of the contract, increases in employee sharing for health care and prescription coverages and increases in City and employee contributions in retirement benefits and other modest improvements and minor economic provisions.

MOTION: Motion by Sherman, seconded by DeWeese:

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, authorizing the transfer of the appropriate funds by the Finance Department.

VOTE: Yeas, 7
 Nays, None
 Absent, None

**08-267-16 2016-17 COMPENSATION RECOMMENDATIONS
 FOR DEPARTMENT HEADS AND ADMINISTRATIVE /
 MANAGEMENT EMPLOYEES**

Human Resources Manager Taylor explained that the recommendations include a 2% salary table adjustment for the administrative and management staff. She noted that administrative/management staff do not receive automatic pay adjustments. The actual increases are based upon successful performance and approval by the HR Department. For those at the max of the range, the City recommends the performance increment of 1.5%. She

noted that the performance increment expires at the end of the fiscal year and would require Commission approval for any subsequent year.

Commissioner Harris questioned the difference between the performance base and the performance increment. City Manager Valentine explained that it is the same compensation feature which is all performance based. The difference is that with the pay schedule, there is a maximum in the range. For those employees who have been here for a long time and are already at the maximum, they are limited to whatever that salary table adjustment is. In this case, with a senior department head performing at a high level, there is no way to recognize their efforts other than to give them the adjustment to the table. The increment is on top of that, an additional 1.5%, up to, based on performance and incentivizes that performance going forward which is done on an annual basis.

MOTION: Motion by Boutros, seconded by Nickita:

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

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

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

VOTE: Yeas, 7
Nays, None
Absent, None

VII. REMOVED FROM CONSENT AGENDA

VIII. COMMUNICATIONS

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

X. REPORTS

08-268-16 COMMISSIONER REPORTS

The Commission intends to appoint members to the Ad Hoc Birmingham Brand Development Committee on September 12, 2016.

XI. ADJOURN

The meeting adjourned at 8:37 PM.

Laura M. Pierce
City Clerk

City of Birmingham
Warrant List Dated 08/24/2016

Meeting of 09/12/2016

Check Number	Early Release	Vendor #	Vendor	Amount
244376		MISC	4-EVER-WATER-TITE LLC	100.00
244377	*	000855	48TH DISTRICT COURT	100.00
244378	*	000855	48TH DISTRICT COURT	100.00
244379	*	000855	48TH DISTRICT COURT	387.00
244380	*	000855	48TH DISTRICT COURT	100.00
244381	*	000855	48TH DISTRICT COURT	200.00
244382	*	006965	7UP DETROIT	229.75
244383		008175	A-DEPENDABLE MAYTAG	127.07
244384		002284	ABEL ELECTRONICS INC	340.00
244385		006024	ADVANCED PUBLIC SAFETY, INC	481.32
244386		007266	AETNA BEHAVIORAL HEALTH LLC	418.60
244387		003708	AIRGAS GREAT LAKES	159.13
244388		007745	ALL COVERED	1,192.00
244389		001000	ALLIED INC	530.91
244390	*	007787	ALLIED PLUMBING & SEWER	240.00
244391		008046	THE ANTIGUA GROUP, INC.	376.07
244392	*	007033	APPLIED IMAGING	1,260.77
244393		007479	ASB DISTRIBUTORS	66.90
244394	*	006759	AT&T	66.66
244395	*	006759	AT&T	26.24
244396		MISC	ATTIA, GEORGE	900.00
244397		004027	AUTOMATED BENEFIT SVCS INC	12,920.66
244399		008059	BALL EQUIPMENT	58.49
244400		003012	BATTERIES PLUS	536.31
244401		MISC	BCM HOME IMPROVEMENT	100.00
244402		007382	BEACON ATHLETICS	741.00
244403		MISC	BELLA DECKS LLC	100.00
244404		007345	BEVERLY HILLS ACE	39.55
244405	*	002974	VILLAGE OF BEVERLY HILLS	140,424.73
244406		002231	BILLINGS LAWN EQUIPMENT INC.	261.44
244407		MISC	BIRACH, MICHAEL	2,000.00
244408	*	008138	CITY OF BIRMINGHAM #220	15,057.76
244409		007624	BIRMINGHAM OIL CHANGE CENTER, LLC	30.72
244410	*	001086	CITY OF BIRMINGHAM	932.00
244411		004998	BLUE WATER ENGRAVING	94.24
244412		003526	BOUND TREE MEDICAL, LLC	297.61
244413		004971	BOYNE USA, INC.	244.16
244414	*	006966	BRIDGESTONE GOLF, INC	439.21
244415		006520	BS&A SOFTWARE, INC	2,696.00
244416	*	006177	BULLSEYE TELECOM	32.23
244417	*	003907	CADILLAC ASPHALT, LLC	4,945.72
244419		007732	CAPITAL TIRE, INC.	134.80
244420		MISC	CERTIFIED HOME IMPROVEMENT LLC	200.00

City of Birmingham
Warrant List Dated 08/24/2016

Meeting of 09/12/2016

Check Number	Early Release	Vendor #	Vendor	Amount
244421		MISC	CHAMPINE SERVICES INC	100.00
244422		000605	CINTAS CORPORATION	68.10
244423		MISC	CITI ROOFING CO	100.00
244424	*	008006	CLEAR RATE COMMUNICATIONS, INC	1,283.13
244425		MISC	CLEARVIEW HOMES LLC	1,100.00
244426		002234	CMP DISTRIBUTORS INC	222.00
244427		004188	COFFEE BREAK SERVICE, INC.	121.85
244428		004026	COFINITY	1,260.00
244429		006172	CONSTANT CONTACT, INC.	798.00
244430	*	000627	CONSUMERS ENERGY	491.82
244431		002668	CONTRACTORS CLOTHING CO	1,304.64
244432		001367	CONTRACTORS CONNECTION	261.00
244433		004386	CYNERGY WIRELESS	469.15
244434	*	000177	DELWOOD SUPPLY	43.50
244435		006907	DENTEMAX, LLC	138.60
244436	*	005115	DETROIT NEWSPAPER PARTNERSHIP	2,899.00
244437	*	006077	DI PONIO CONTRACTING INC	410,694.74
244438		MISC	DMD CONSTRUCTION LLC	100.00
244439		MISC	DONATO GROUP INC	200.00
244440		000187	JOHN DONOHUE	175.00
244441		000565	DORNBOS SIGN & SAFETY INC	323.05
244443		001495	ETNA SUPPLY	27,084.00
244444	*	000936	FEDEX	53.83
244445		001230	FIRE SYSTEMS OF MICHIGAN INC	101.95
244446		007613	FIRESERVICE MANAGEMENT	349.50
244447		MISC	FLECK, SCOTT	100.00
244448		007314	FLEIS AND VANDENBRINK ENG. INC	17,946.38
244449		MISC	FOUR SEASONS GARDEN CENTER	200.00
244450		007807	G2 CONSULTING GROUP LLC	22,910.25
244451		MISC	GARDNER SIGNS INC	200.00
244452		007172	GARY KNUREK INC	21.00
244453		002814	GENERAL CASTER SERVICE INC	897.92
244454		006384	GISI	220.40
244455	*	001771	GOLF ASSOC. OF MICHIGAN	400.00
244456		002532	GOLLING CHRYSLER JEEP DODGE INC	443.96
244457		004604	GORDON FOOD	795.81
244458		000243	GRAINGER	196.65
244460		001531	GUNNERS METER & PARTS INC	3,465.00
244461		006346	HARRELL'S LLC	760.00
244462		000261	J.H. HART URBAN FORESTRY	12,297.28
244463		007339	HIGHEST HONOR, INC	740.00
244465	*	001956	HOME DEPOT CREDIT SERVICES	1,846.48
244466		003888	INTERNATIONAL CODE COUNCIL INC	500.00

City of Birmingham
Warrant List Dated 08/24/2016

Meeting of 09/12/2016

Check Number	Early Release	Vendor #	Vendor	Amount
244467		MISC	ITALY AMERICAN CONSTRUCTION CO	100.00
244468		007870	J.C. EHRLICH CO. INC.	27.00
244469	*	002576	JAX KAR WASH	67.41
244470		003823	JAY'S SEPTIC TANK SERVICE	165.00
244471		003458	JOE'S AUTO PARTS, INC.	895.79
244472		MISC	JON SARKESIAN ARCHITECTS, P.C.	100.00
244473		MISC	KARL H SCHMITT TRUSTEE	100.00
244474		MISC	KARRY, TODD	2,400.00
244475		004088	KGM DISTRIBUTORS INC	48.00
244476		MISC	KROPF CONSTRUCTION CONSULTING LLC	100.00
244477		005876	KROPF MECHANICAL SERVICE COMPANY	692.50
244478		MISC	KUCHERSKY, DANIEL	300.00
244479		002767	OSCAR W. LARSON CO.	300.00
244480		MISC	LAURENS CONSTRUCTION CO IN	100.00
244481		008188	LEARN TO SKATE USA	13.77
244482		MISC	LEWIS, KEITH H	100.00
244484	*	008158	LOGICALIS	10,000.00
244485		MISC	MAAN HASSAN DARWICHE	100.00
244486		MISC	MAINELLA CEMENT LLC	200.00
244487	*	008172	MANPOWER	1,284.78
244488		MISC	MASSIMO D AGOSTINO	100.00
244489		000888	MCKENNA ASSOCIATES INC	43,885.00
244490	*	001660	MICHIGAN CAT	334.96
244491		003860	MICHIGAN CHANDELIER - SF	72.41
244492	*	001387	MICHIGAN MUNICIPAL LEAGUE	6,290.39
244493		003099	MICHIGAN POLICE EQUIP.	4,290.00
244494		006461	MID AMERICA RINK SERVICES	2,575.45
244495		007214	MIDWEST ARBORIST SUPPLIES	179.55
244496		MISC	MILLCREEK CONSTRUCTION MANAGEMENT C	1,900.00
244497		000649	MML WORKERS' COMP FUND	44,980.00
244498		007163	MOBILE HEALTH RESOURCES	2,257.60
244499		000462	MOTOR CITY FASTENER INC	69.30
244500		MISC	MURRAY BUILT CONSTRUCTION	100.00
244501	*	007856	NEXT	1,232.00
244502		006359	NYE UNIFORM COMPANY	479.50
244503	*	002792	PAUL O'MEARA	80.00
244504		003461	OBSERVER & ECCENTRIC	600.92
244505		000481	OFFICE DEPOT INC	1,291.51
244506	*	000481	OFFICE DEPOT INC	129.98
244507		MISC	PAUL DOUGLAS STARR	100.00
244508		MISC	PELLA WINDOWS AND DOORS	200.00
244509		006027	PENCHURA, LLC	199.30
244510	*	001753	PEPSI COLA	632.64

City of Birmingham

Warrant List Dated 08/24/2016

Meeting of 09/12/2016

Check Number	Early Release	Vendor #	Vendor	Amount
244511		001277	PHYSIO-CONTROL CORP.	808.73
244512		000897	PRINTING SYSTEMS INC	111.70
244513		MISC	PRM CUSTOM BUILDERS LLC	2,500.00
244514		001062	QUALITY COACH COLLISION LLC	437.60
244515		001703	GERALD REISER	328.00
244516		MISC	RENEWAL BY ANDERSEN	500.00
244517		MISC	RICHARD RIVERA	2,125.00
244518		003554	RKA PETROLEUM	1,124.50
244519		000495	ROCHESTER LAWN EQUIPMENT CENTER INC	347.63
244520		MISC	ROMA CEMENT CO	100.00
244521		001181	ROSE PEST SOLUTIONS	143.00
244522		001527	ROYAL OAK TENT & AWNING CO.	112.17
244523		007921	ROYAL TRUCK & TRAILER SALES &	244.44
244524		005380	SALZBURG LANDSCAPE SUPPLY	2,495.00
244525		003483	SHERWIN WILLIAMS COMPANY	167.46
244526		MISC	SIGN A RAMA	200.00
244527		008073	SITEONE LANDSCAPE SUPPLY, INC	1,701.74
244528	*	008144	SMARTDEPLOY	4,104.00
244529	*	000254	SOCRRA	60,215.00
244530		005787	SOUTHEASTERN EQUIPMENT CO. INC	841.40
244531		000260	SPARTAN DISTRIBUTORS INC	702.78
244532		MISC	SPLASH WORKS LLC	200.00
244533		MISC	STEVEN KUZA	2,500.00
244534		MISC	SWARTZ BUILDERS CO	100.00
244535		006802	TECH MECHANICAL, INC.	193.50
244536		MISC	TECHHOME BUILDERS	500.00
244537		MISC	TECHHOME BUILDING CO LLC	2,000.00
244538		MISC	TEMPLETON BUILDING COMPANY	100.00
244539		000273	TERMINAL SUPPLY CO.	57.79
244540		MISC	THORNTON AND GROOMS	573.90
244541		000941	TIME EMERGENCY EQUIPMENT	189.65
244542		MISC	TRADEMARK BUILDING COMPANY INC	2,500.00
244543		MISC	TRI PHASE COMMERCIAL CONST LLC	300.00
244544		MISC	TRIPLE R CONSTRUCTION	100.00
244545	*	007972	TROELSEN EXCAVATING CO	39,196.25
244546		000155	TYCO INTEGRATED SECURITY LLC	862.72
244547		005442	UPS	11.95
244548		007226	VALLEY CITY LINEN	183.20
244549		MISC	VAN DREUMEL, JEFFREY	200.00
244550		MISC	VANGUARD COMPANIES	100.00
244551	*	000158	VERIZON WIRELESS	50.47
244552		MISC	W & C PROPERTIES LLC	1,000.00
244553		MISC	WILKINSON, WILLIAM SCOTT	200.00

City of Birmingham
Warrant List Dated 08/24/2016

Meeting of 09/12/2016

Check Number	Early Release	Vendor #	Vendor	Amount
244554		007694	WINNING EDGE	50.50
244555		000306	WOLVERINE CONTRACTORS INC	819.50
244556		006318	FRANK J ZAMBONI CO. INC	202.10
244557	*	000477	OAKLAND COUNTY	165,876.76
244558	*	008198	OCAAO	20.00
244559	*	008199	VIC BOND SALES	3,200.00
Sub Total Checks:				<u>\$1,133,046.24</u>
Sub Total ACH:				<u>\$24,612.39</u>
Grand Total:				<u><u>\$1,157,658.63</u></u>

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



Mark Gerber
Finance Director/ Treasurer

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

City of Birmingham
ACH Warrant List Dated 8/24/2016

Vendor Name	Transfer Date	Transfer Amount
Cutwater Asset Management-July	**	3,073.49
Automated Benefit Services, Inc.	8/22/2016	21,538.90
TOTAL		24,612.39

**Awaiting approval from Commission.

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

City of Birmingham
Warrant List Dated 08/31/2016

Meeting of 09/12/2016

Check Number	Early Release	Vendor #	Vendor	Amount
244560	*	000855	48TH DISTRICT COURT	200.00
244561	*	000855	48TH DISTRICT COURT	100.00
244562	*	000855	48TH DISTRICT COURT	100.00
244563	*	000855	48TH DISTRICT COURT	100.00
244564		002284	ABEL ELECTRONICS INC	34.90
244565		008192	ALFRED BENESCH & COMPANY	461.20
244566		003106	ALL PRO EXERCISE INC	130.00
244567		007787	ALLIED PLUMBING & SEWER	968.17
244568		001206	AMERICAN MIDWEST PAINTING INC	300.00
244569		002484	APPLIED CONCEPTS INC	240.00
244570		007033	APPLIED IMAGING	4,108.21
244571		003946	ARAMARK	88.97
244572	*	006759	AT&T	81.66
244574	*	007216	AT&T	154.00
244575	*	006465	BAVARIAN INN LODGE	1,101.12
244576		000518	BELL EQUIPMENT COMPANY	990.38
244577		MISC	BERRY, DENNIS	300.00
244578		MISC	BESHOURI, PATRICK M	600.00
244579		007345	BEVERLY HILLS ACE	96.38
244580		002231	BILLINGS LAWN EQUIPMENT INC.	5.48
244581	*	001086	CITY OF BIRMINGHAM	524.75
244582		003526	BOUND TREE MEDICAL, LLC	32.24
244583		003907	CADILLAC ASPHALT, LLC	5,760.35
244584		002067	CENTRAL PARKING SYSTEM	79.00
244585		MISC	CHRISTINE DALTON	100.00
244586		007710	CINTAS CORP	152.99
244587		000605	CINTAS CORPORATION	91.15
244588		MISC	CLEARVIEW HOMES LLC	100.00
244589	*	004905	COCM	710.00
244590	*	007625	COMCAST	498.96
244591	*	007774	COMCAST BUSINESS	646.18
244592	*	000627	CONSUMERS ENERGY	38.34
244593		MISC	COUNTRYSIDE CONSTRUCTION	500.00
244594		002088	WM. CROOK FIRE PROTECTION CO.	5,255.00
244595		004386	CYNERGY WIRELESS	2,663.73
244596	*	006969	DAVEY TREE EXPERT COMPANY	5,250.00
244597	*	000177	DELWOOD SUPPLY	252.43
244598		MISC	DM HOMES OF METRO DETROIT LLC	900.00
244599		000565	DORNBOS SIGN & SAFETY INC	428.50
244600		MISC	DOUGLAS DAVID GARDNER	100.00
244601	*	006700	DRV CONTRACTORS, LLC	52,343.14
244602	*	000179	DTE ENERGY	27,224.67
244603	*	000180	DTE ENERGY	51,193.41

City of Birmingham
Warrant List Dated 08/31/2016

Meeting of 09/12/2016

Check Number	Early Release	Vendor #	Vendor	Amount
244604	*	005322	DTE ENERGY COMPANY	75,051.91
244605		MISC	ERIC BRIAN FINGER	235.00
244606		005446	ETHNIC ARTWORK	300.00
244607		000207	EZELL SUPPLY CORPORATION	460.64
244608		001223	FAST SIGNS	40.00
244609		007212	FOSTER BLUE WATER OIL	1,812.73
244610		MISC	FRANK REWOLD AND SON, INC	500.00
244611		MISC	G & G CONCRETE & CONSTRUCTION	193.75
244612		002510	GAMCO INVESTORS INC	16,926.00
244613	*	008196	JEFF GOOD	53.00
244614		004604	GORDON FOOD	279.92
244615		000243	GRAINGER	65.46
244616		004983	GREAT AMERICAN BUSINESS PRODUCTS	288.00
244617		MISC	GREAT LAKES CUSTOM BUILDER LLC	5,565.00
244618		001377	HAGOPIAN CLEANING SERVICES	416.00
244619	*	000261	J.H. HART URBAN FORESTRY	18,168.90
244620		000261	J.H. HART URBAN FORESTRY	11,766.26
244621		MISC	HIGHER GROUND LANDSCAPING	112.50
244622		MISC	HM HOMES LLC	2,500.00
244623		000331	HUBBELL ROTH & CLARK INC	7,344.07
244624		007035	INNOVATIVE OFFICE TECHNOLOGY GROUP	158.68
244625		MISC	ITEC ENTERPRISES LLC	200.00
244626		002407	J & B MEDICAL SUPPLY	19.04
244627		MISC	JEREMY LEE INGRAM	300.00
244628		MISC	JIM LINDEN	500.00
244629		MISC	JOE'S QUALITY CONSTRUCTION LLC	200.00
244630		MISC	JONATHAN DOLAN MCEVOY	100.00
244631		MISC	JOYCE, BRENDAN T	1,000.00
244632		000362	KROGER COMPANY	10.47
244633	*	005327	L-3 GCS	54.50
244634		008200	CHARLOTTE LANGE	2,583.75
244635		006817	LEXISNEXIS RISK DATA MANAGEMENT INC	100.00
244636		MISC	LIBURDI, ADRIANA	100.00
244637		MISC	LIVE WELL CUSTOM HOMES LLC	1,900.00
244638		MISC	MAAN HASSAN DARWICHE	100.00
244639	*	008172	MANPOWER	1,352.40
244640		MISC	MAPLE LAND LLC	350.00
244641		MISC	MARTINO ENTERPRISES INC	100.00
244642		MISC	MASSIMO D AGOSTINO	100.00
244643	*	001505	MEADOWBROOK INSURANCE GROUP	5,905.03
244644		008201	MECHANICAL DESIGN & INSTALLTN LLC	365.00
244645	*	003133	MARIO MENDOZA	124.64
244646		MISC	METROPOLITAN CONCRETE CORP	325.00

City of Birmingham
Warrant List Dated 08/31/2016

Meeting of 09/12/2016

Check Number	Early Release	Vendor #	Vendor	Amount
244647		008168	MIRACLE MIDWEST	1,208.00
244648		005986	MRWA	600.00
244649		007755	NETWORK SERVICES COMPANY	539.75
244650	*	008203	NFPA CERTIFICATION DEPT	450.00
244651		001864	NOWAK & FRAUS ENGINEERS	50,110.70
244652	*	000477	OAKLAND COUNTY	1,108.75
244653		000675	OAKLAND SCHOOLS	4,434.24
244654		004370	OCCUPATIONAL HEALTH CENTERS	88.00
244655		000481	OFFICE DEPOT INC	269.13
244656		008197	PARKMOBILE LLC	147.73
244657		MISC	PELLA WINDOWS & DOORS, INC.	500.00
244658		006182	PERFORMANCE LINE TOOLS CENTER	37.96
244659	*	001302	LAURA M. PIERCE	121.41
244660		007979	PRESIDIO INFRASTRUCTURE SOL. LLC	3,482.29
244661		008202	RANCO SECURITY, INC	2,160.00
244662		MISC	RENEWAL BY ANDERSEN	100.00
244664		008062	RNA FACILITIES MANAGEMENT	350.00
244665		000478	ROAD COMM FOR OAKLAND CO	5,320.29
244666		MISC	ROBERT R BRANDS	100.00
244667		MISC	ROMA CEMENT CO INC	100.00
244668		MISC	ROMANA CONSTRUCTION INC	100.00
244669		001181	ROSE PEST SOLUTIONS	419.00
244670		MISC	ROYAL OAK & BIRMINGHAM	200.00
244671		000218	ROYAL OAK P.D.Q.	188.00
244672		MISC	RUMBLE CONSTRUCTION LLC	100.00
244673		MISC	SEAHOLM HIGH SCHOOL ATHLETIC TEAM	800.87
244674		003483	SHERWIN WILLIAMS COMPANY	27.10
244675		007142	SHERWIN-WILLIAMS COMPANY	127.08
244676	*	002871	SIR SPEEDY PRINTING INC	2,419.31
244677	*	000254	SOCRRA	190.38
244678	*	007907	SP+ CORPORATION	3,360.00
244679		001369	SPEEDWAY SUPERAMERICA LLC	46.29
244680		MISC	STEPHEN PATICK CASTLE	200.00
244681	*	008194	TOM STILES	53.00
244682	*	006802	TECH MECHANICAL, INC.	6,667.15
244683		MISC	TEMPLETON BUILDING COMPANY	700.00
244684		000275	TIRE WHOLESALERS CO INC	354.27
244685		002037	TOTAL ARMORED CAR SERVICE, INC.	714.83
244686	*	004692	TRANSPARENT WINDOW CLEANING	1,165.00
244687		004320	TRI-COUNTY POWER RODDING, INC	750.00
244688		007706	UNIVERSITY OFFICE TECHNOLOGIES	208.20
244689	*	000158	VERIZON WIRELESS	838.77
244690	*	000158	VERIZON WIRELESS	389.76

City of Birmingham
Warrant List Dated 08/31/2016

Meeting of 09/12/2016

Check Number	Early Release	Vendor #	Vendor	Amount
244691		MISC	VICTOR TALIA ARCHITECTURE LLC	500.00
244692		000969	VIGILANTE SECURITY INC	335.00
244693		MISC	W & C PROPERTIES LLC	1,000.00
244694		006762	WATCHGUARD VIDEO	1,352.00
244695		000837	WOODWARD CAMERA INC	459.98
244696		007083	XEROX CORPORATION	178.00
Sub Total Checks:				<u>\$418,105.20</u>
Sub Total ACH:				<u>\$11,116,804.47</u>
Grand Total:				<u><u>\$11,534,909.67</u></u>

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



Mark Gerber
Finance Director/ Treasurer

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

City of Birmingham
ACH Warrant List Dated 8/31/2016

Vendor Name	Transfer Date	Transfer Amount
Birmingham Schools	8/29/2016	4,068,159.24
Oakland Couty Treasurer	8/29/2016	5,981,477.92
Automated Benefit Services, Inc.	8/29/2016	1,067,167.31
TOTAL		11,116,804.47

City of Birmingham
Warrant List Dated 09/07/2016

Meeting of 09/12/2016

Check Number	Early Release	Vendor #	Vendor	Amount
244697	*	000855	48TH DISTRICT COURT	200.00
244698	*	000855	48TH DISTRICT COURT	100.00
244699	*	000855	48TH DISTRICT COURT	339.00
244700	*	000855	48TH DISTRICT COURT	100.00
244701	*	000855	48TH DISTRICT COURT	100.00
244702	*	000855	48TH DISTRICT COURT	100.00
244703	*	006965	7UP DETROIT	234.55
244704		005358	AARON'S EXCAVATING INC	2,516.00
244705		002284	ABEL ELECTRONICS INC	355.90
244706		002909	ACOM SOLUTIONS, INC.	237.50
244707		007266	AETNA BEHAVIORAL HEALTH LLC	424.58
244709		007787	ALLIED PLUMBING & SEWER	1,850.79
244710		007112	AMERICAN PAINTING LLC	1,026.00
244711		008046	THE ANTIGUA GROUP, INC.	606.54
244712		000282	APOLLO FIRE EQUIPMENT	268.77
244714		007479	ASB DISTRIBUTORS	53.70
244715	*	006759	AT&T	118.46
244716	*	006759	AT&T	118.46
244717		004027	AUTOMATED BENEFIT SVCS INC	7,223.45
244719	*	003839	MATTHEW J. BARTALINO	1,000.00
244721		002231	BILLINGS LAWN EQUIPMENT INC.	49.00
244723	*	001086	CITY OF BIRMINGHAM	276.55
244726	*	006953	JACQUELYN BRITO	117.85
244727		008206	BROOKSIDE ASSOCIATION	57.60
244729		003907	CADILLAC ASPHALT, LLC	3,286.80
244731		000603	CHEMCO PRODUCTS INC	232.00
244732	*	006642	CHRISTOPHER J. WIETZKE	400.00
244733		000605	CINTAS CORPORATION	116.51
244735		008044	CLUB PROPHET	590.00
244736		004188	COFFEE BREAK SERVICE, INC.	172.00
244737		004026	COFINITY	1,278.00
244738	*	007625	COMCAST	189.75
244740		002668	CONTRACTORS CLOTHING CO	293.83
244741		004386	CYNERGY WIRELESS	780.00
244742	*	008005	DE LAGE LANDEN FINANCIAL SERVICES	182.44
244743		003825	DEERE ELECTRIC INC	1,609.15
244744		000956	DELTA TEMP INC	7,394.37
244745		006907	DENTEMAX, LLC	137.70
244746		004198	DETROIT HITCH CO	440.35
244749		008134	DIAMOND Y DOOR SOLUTION INC	490.00
244750		001035	DOUGLASS SAFETY SYSTEMS LLC	329.61
244752	*	008209	DRCK SYSTEMS	125.00
244753	*	000179	DTE ENERGY	5,590.73

City of Birmingham
Warrant List Dated 09/07/2016

Meeting of 09/12/2016

Check Number	Early Release	Vendor #	Vendor	Amount
244754	*	005322	DTE ENERGY COMPANY	0.39
244755		002704	MICHAEL J DUL & ASSOC INC	6,050.20
244756		004671	ELDER FORD	114.25
244757		007684	ELITE TRAUMA CLEAN-UP INC.	50.00
244759		001495	ETNA SUPPLY	750.00
244760		000207	EZELL SUPPLY CORPORATION	398.76
244761	*	004514	FEDEX OFFICE	56.70
244762		001230	FIRE SYSTEMS OF MICHIGAN INC	381.25
244763		006181	FIRST CHOICE COFFEE SERV	100.45
244764		MISC	FRED STIEHR	100.00
244765	*	005447	FUN SERVICES OF MICHIGAN INC	928.20
244766		007172	GARY KNUREK INC	732.06
244767		004604	GORDON FOOD	1,607.82
244768		000243	GRAINGER	4,065.36
244769		000245	GREAT LAKES POPCORN CO	135.90
244771		003981	GUARANTEED FURN SVC INC	2,480.00
244772		000249	GUARDIAN ALARM	145.23
244773		001531	GUNNERS METER & PARTS INC	2,362.00
244774		001447	HALT FIRE INC	49.68
244777		006801	HOWLEY AGENCY SALES	800.88
244778		000331	HUBBELL ROTH & CLARK INC	14,326.70
244780		000340	INDUSTRIAL BROOM & BRUSH	599.60
244781		000984	INTERNATIONAL CONTROLS	276.75
244782		000342	INTERSTATE BATTERY SYSTEM	1,133.50
244783		003823	JAY'S SEPTIC TANK SERVICE	1,120.00
244784		003458	JOE'S AUTO PARTS, INC.	96.27
244785		004088	KGM DISTRIBUTORS INC	175.00
244786	*	000352	JILL KOLAITIS	1,806.00
244787		004085	KONE INC	117,564.30
244788		005876	KROPF MECHANICAL SERVICE COMPANY	182.50
244790		002767	OSCAR W. LARSON CO.	230.00
244793	*	008172	MANPOWER	1,081.92
244794		008207	METAL MART U.S.A.	31.91
244795		004738	MGFOA	125.00
244797		007833	MICHIGAN ASSOCIATION OF PLANNING	600.00
244799		007378	MIDAS AUTO SERVICE CENTER	1,077.46
244803		001194	NELSON BROTHERS SEWER	208.00
244804		006723	NEWMIND GROUP, INC	325.08
244805		006359	NYE UNIFORM COMPANY	512.00
244806		001450	OAKLAND COUNTY PKS & REC COMM.	503.00
244808		004370	OCCUPATIONAL HEALTH CENTERS	44.00
244809		000481	OFFICE DEPOT INC	724.96
244812	*	000481	OFFICE DEPOT INC	26.19

City of Birmingham
Warrant List Dated 09/07/2016

Meeting of 09/12/2016

Check Number	Early Release	Vendor #	Vendor	Amount
244813	*	000481	OFFICE DEPOT INC	154.98
244814	*	000481	OFFICE DEPOT INC	17.49
244816		006625	PACIFIC TELEMAGEMENT SERVICES	78.00
244817	*	001753	PEPSI COLA	763.88
244818		007764	DAN PHILLIPS	3,320.38
244820		005501	POISON IVY CONTROL OF MI	300.00
244822		002566	REYNOLDS WATER	74.20
244823		003554	RKA PETROLEUM	8,264.89
244825		000218	ROYAL OAK P.D.Q.	75.75
244826		003483	SHERWIN WILLIAMS COMPANY	133.95
244827		007142	SHERWIN-WILLIAMS COMPANY	17.29
244829		002871	SIR SPEEDY PRINTING INC	2,944.07
244831		000260	SPARTAN DISTRIBUTORS INC	844.39
244832		001095	SUBURBAN/PRESTIGE GLASS	240.00
244834		000273	TERMINAL SUPPLY CO.	24.29
244835		000941	TIME EMERGENCY EQUIPMENT	2,145.50
244836	*	000276	TITLEIST	965.88
244837		004320	TRI-COUNTY POWER RODDING, INC	900.00
244838		004379	TURNER SANITATION, INC	95.00
244839		007226	VALLEY CITY LINEN	116.20
244840		000931	VARSITY SHOP	73.44
244843	*	000158	VERIZON WIRELESS	885.71
244844	*	000158	VERIZON WIRELESS	50.47
244845		000298	VESCO OIL CORPORATION	140.89
244846		007278	WHITLOCK BUSINESS SYSTEMS, INC.	1,721.32
244848		000306	WOLVERINE CONTRACTORS INC	819.50
244852		000309	ZEP SALES AND SERVICE	527.42
244853	*	008214	OAKLAND COUNTY WATER DEPARTMENT	12,556.50
Sub Total Checks:				\$243,443.60
Sub Total ACH:				\$76,529.84
Grand Total:				\$319,973.44

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



Mark Gerber
Finance Director/ Treasurer

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

9/12/2016

City of Birmingham
9/7/2016

Vendor Name	Transfer Date	Transfer Amount
Automated Benefit Services, Inc.	9/2/2016	76,529.84
TOTAL		76,529.84



MEMORANDUM

Finance Department

DATE: August 30, 2016

TO: Joseph A. Valentine, City Manager

FROM: Mark Gerber, Finance Director/Treasurer

SUBJECT: WRAP (Water Residential Assistance Program)
Memorandum of Agreement

As part of the agreement between GLWA (Great Lakes Water Authority) and DWSD (Detroit Water and Sewerage Department), a residential assistance program (WRAP) was developed in an effort to address the issue of delinquent water bills in low income households. The funding for WRAP comes from .5% of the revenue generated by GLWA for water and sewer fees. It is anticipated that this program will generate approximately \$4.5M in assistance in the first year.

In order to qualify for WRAP assistance, a resident must make an appointment with a local Community Action Alliance (CAA) agency for initial intake services. In the case of Birmingham, the local CAA agency is the Oakland Livingston Human Service Agency (OLHSA). If a resident's household income is at or below 150% of poverty guidelines, they qualify for the program. In addition, OLHSA will assess whether the resident qualifies for other assistance outside the WRAP program.

Program Benefits

Water Assistance Payments: The program provides assistance payments of \$25/month for current water and sewer bills for up to one year. After one year, OLHSA will evaluate whether assistance is still needed and may extend assistance for another year. The total annual benefit is \$300 a year. The program also provides assistance with delinquent water bills. If a resident has paid their water bill since entering the program for 6 months, the program will provide \$350 to go towards their delinquent balance. If the resident continues to pay their water bill in the next 6 months, another \$350 of assistance is provided. A total of \$700/year is available for delinquent bills. This assistance may also be extended for another year if it is determined to keep the resident in the program. The maximum time a resident can be in the program is 2 years.

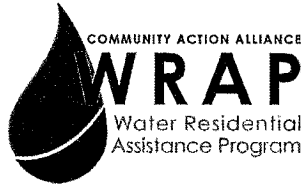
Water Audit and Repair Assistance: During the intake process, OLHSA will review the resident's household water consumption. If the household is at or above 120% of average water usage, the resident will be given water conservation education materials and be scheduled for a voluntary water conservation workshop. Additionally, a water audit will be conducted at the household and recommendations for conservation made. If minor plumbing repairs are needed, a licensed contractor is engaged by OLHSA. Post-audit follow-up is conducted by OLHSA to ensure that water conservation recommendations have been made. Up to \$1,000/household annually is available for this benefit.

If a resident fails to keep current with their water bill, they are referred to OLHSA who will assess the issue and provide case management. If a resident misses another payment, they will be exited from the program. The resident can then re-apply after a year.

What is Required by the City?

Under the Memorandum of Agreement, the City will provide a contact in the Treasurer's Department to work with OLHSA in providing the information needed to administer the program. The City would have to freeze delinquent water bills while the resident is in the program and waive penalties on their balances. Also, the City would not be able to transfer their delinquent water bill onto the tax roll until after the resident exits the program. The City would also work with OLHSA to market the program to our residents.

Suggested Action: To authorize the Mayor to sign the WRAP Memorandum of Agreement with Oakland Livingston Human Services Agency on behalf of the City.



Memorandum of Agreement Between

Wholesale Customer: Name City of Birmingham Address 151 Martin St., Birmingham 48009	CA Alliance: Name OLHSA Address 196 Cesar Chavez Ave, Pontiac
--	---

Project: The Water Residential Assistance Program is a universal service delivery model to help residential customers of the Great Lakes Water Authority access bill assistance, water conservation measures, and navigate resources and supports on a pathway toward self-sufficiency.

Duration: Oakland Livingston Human Services Agency (OLHSA) is entering into a Memorandum of Agreement with **City of Birmingham** effective _____ through _____, pertaining to the WRAP Program(the Project) operated by the CA Alliance **OLHSA** and Wayne Metro Community Action Agency (Project Administrator).

City of Birmingham agrees to:

- Understand and accept WRAP Universal Service Delivery Model design.
- Provide a main point of contact to WRAP CAA Alliance Agency designated to Wholesale Community who will be responsible for:
 - Utilizing WRAP secure portal for on-going communications between CAA Alliance Agency and Wholesale Community regarding enrolled WRAP residential customers.
 - Receiving and reviewing reports of enrolled WRAP residents on regular basis.
 - Reporting back to CAA Alliance at established intervals on payment status of enrolled WRAP residential customers via electronic report form housed in web-portal.
 - Invoicing CAA Alliance for WRAP residents at established intervals for bill credit payments (Based on \$25 per month).
 - Receiving CAA Alliance questions regarding individual WRAP residential customer cases on as needed basis.
 - Acting as liaison to Wholesale Customer billing department regarding payments made by CAA Alliance.
 - Attending WRAP Wholesale Customer meetings held by CAA Alliance.

- Provide CAA Alliance access to past customer billing history, previous or current enrollment in payment plans, previous or current enrollment in Wholesale assistance plans, and/or customer alerts.
 - Work with CAA Alliance to establish protocols for those WRAP residents who enroll with arrearage/past due amounts, including:
 - Freezing arrearages for 12 months or until resident exits from program as part of WRAP assistance plan.
 - Waiving penalties for WRAP participants.
 - Stopping pending shutoffs once resident appointment confirmation and/or enrollment verification received from CA Alliance to Wholesale Customer.
 - For Residents for whom water has been shut off, it understood by both parties that Resident is solely responsible for payment of applicable turn on/turn off fees.
 - Exempting from certifications.
 - Other as deemed mutually agreeable between both parties:
-
- Engage with CAA Alliance in shared marketing and outreach activities around WRAP to residential customers.

CA Alliance (OLSHA) agrees to:

- Provide a Single Service Point of Entry for GLWA regional resident to the WRAP Program; all calls will be processed through a dedicated telephone number- (313) 386-WRAP (9727) and via online Program Request Form.
- Pre-screen WRAP applicants for program eligibility and schedule residents for intake appointments based on pre-screening at time of call.
- Schedule intake appointments at CA Alliance Service Center accessible to resident.
- Inform and secure resident agreement of WRAP Program expectations and responsibilities via WRAP Client Contract.
- Refer eligible residents with water usage at or above 120% of normal usage for Home Water Conservation audit. Conduct Home Water Audit and perform minor home plumbing repairs eligible within scope of project.
- Provide a main point of contact to the Wholesale Customer who will be responsible for:
 - Utilizing WRAP secure portal for on-going communications between CA Alliance Agency and Wholesale Customer regarding enrolled WRAP residential customers.
 - Providing reports of enrolled WRAP residents on regular basis.
 - Providing reports of WRAP residents who exit and/or are terminated from the program.

- Reporting back to Wholesale Customer at established intervals on CA Alliance payment status of enrolled WRAP residential customers via electronic report form housed in web-portal.
- Acting as liaison to Wholesale Customer regarding the WRAP Program.
- Engaging with Wholesale Customer in shared marketing and outreach activities around WRAP to residential customers.
- Collect and maintain program data, including but not limited to:
 - Scheduled appointments of residents residing in Wholesale Customer Community.
 - Status of enrolled residents in WRAP from Wholesale Customer Community.
 - Reconciliation of total assistance provided, including bill payment plan assistance and amount of arrearages paid (total and average).
 - Number of households assisted.

This agreement shall be in effect for 1 year from the date of execution and maybe renewed at that time based on an interest to do so by both parties. This agreement may be terminated by either party with 30 days written notice.

Should either party issue Notice of Termination, both parties agree that residents enrolled in WRAP prior and up to the date of written notice will continue to receive WRAP assistance program until the first 12 months of resident enrollment is completed or resident termination and the terms of this agreement will continue.

This MOA may be amended upon written approval of the parties at any time.

Signed for CA Alliance NAME:

Name, Title

Date

Signed for Wholesale Customer NAME:

Name, Title

Date

Attachment A

Water Residential Assistance Program (WRAP) Universal Design

Residential Assistance- Water Bill Payment Plan

- Maximum assistance per resident- \$1,000 annually
 - Water bill payment plan assistance consists of \$300 annual bill credit (\$25 per month for 12 months) for residents who are verified as staying current on regular bill payments (per billing cycles).
 - Up to \$700 annually in assistance for past due/ arrearage amounts. Arrearages will be paid in two installments:
 - At 6 months of successful payment history, up to \$350(50%) will be applied
 - At 12 months of successful payment, up to \$350 (second 50%) can be applied.
 - Additional assistance via other CA Alliance funding sources may be leveraged with WRAP based on client eligibility and fund availability.
 - On-going case management will be provided to ensure client success in the WRAP program and to build other self-sufficiency supports. Household self-sufficiency assessments will be completed and referrals to CA Alliance and external provider services made and follow up and progress tracked.
 - Wholesale customers (i.e. City municipalities billing for GLWA water and/or sewer) will be engaged in regular communication and processing with CA Alliance agencies to monitor customer success in the WRAP program and track payment history.
 - Participants can remain in the program for up to 24 months. Participants must re-apply annually.

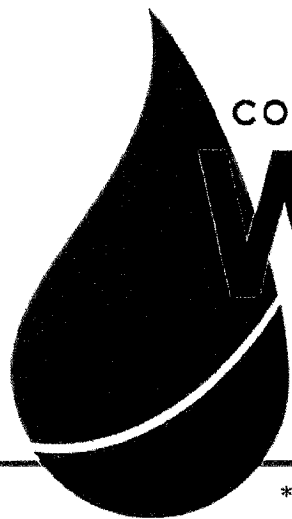
Residential Assistance- Home Water Audit Conservation

- Households presenting at intake with documented water usage above 120% of average usage will be referred for a Home Water Conservation audit, as performed by CA Alliance.
- Households can receive up to \$1,000 per household for water conservation and minor home plumbing repairs annually.
- Conservation measures and simple leak repairs will be completed during the Home Water Audit. Minor Home Repair and toilet replacement will be referred for a Minor Home Repair visit. Minor Plumbing Repairs will be completed by licensed plumbers following all applicable permitting laws.
- Eligible WRAP measures may include: Faucet aerators
 - Spigot protectors
 - Low-flow toilets
 - Low-flow showerheads
 - Leaking faucets (indoor / outdoor)
 - Hose bib leaks (outdoor)
 - Pipe joint leaks (if easily accessible)
- Items not covered through WRAP:

- Emergency Repairs
- Plumbing that involves sewer/wastewater work
- Garbage disposals
- Dish washing machines
- Washing machines
- Repairs behind walls or underground
- Repairs in areas that pose a risk to contractors due to environmental hazards or structural deficiencies

WRAP Resident Eligibility Guidelines:

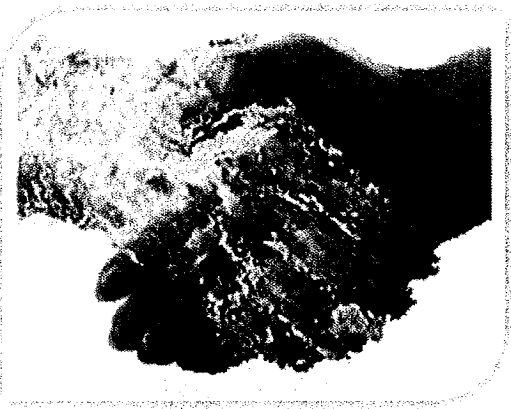
- Income-eligibility at 150% FPL or below based on 90 day look back from date of application.
- Bill must be in client/"tenant" name. Address must match client I.D.
- Proof of homeownership; If renter, lease must indicate tenant responsible for water
- Must have income source.
- Account holder must attend appointment.
- Shut off notice is not required.
- Bill does not have to be past due.
- For bill plan assistance, client participation in other education/trainings is not mandatory.
- Subsidized housing participants are eligible for assistance.



COMMUNITY ACTION ALLIANCE

WRAP

Water Residential
Assistance Program



*Income restrictions and eligibility requirements apply.

Program Benefits:



Assistance up to \$1,000 per household per year. \$25 monthly bill credit + help with arrears.



Home water audit for households above 120% of average usage



Home repairs up to \$1,000 per household to fix minor plumbing issues leading to high usage



Water saving kits and consumer training classes



Supportive WRAP-Around Services

WRAP Participant Qualifications:

- ✓ Have income at or below 150% of poverty threshold
- ✓ Provide proof of residency & income
- ✓ Provide renter's proof of responsibility for water on lease
- ✓ Stay current on monthly bill payment
- ✓ City of Detroit residents must install a new automatic meter reading device or allow DWSD to install a new meter



WRAP funding is made possible by the Great Lakes Water Authority.

Call 313.386.WRAP (9727)

or visit www.waynemetro.org/wrap



Wayne Metropolitan
Community Action Agency
Established 1971



OLHSA
A Community Action Agency



Community Action Alliance WRAP Program

Community Action Alliance will deliver WRAP through our Empowerment Pathway Model—a custom designed service plan to help residential customers in the Great Lakes Water Authority regions to access bill assistance, water conservation measures, and navigate resources and WRAP-around supports on a pathway toward self-sufficiency.

Household Income eligibility for the WRAP is 150% of poverty:

Household Members	Household Income
1	\$17,805
2	\$24,030
3	\$30,240
4	\$36,450

Household Members	Household Income
5	\$42,660
6	\$48,870
7	\$55,095
8	\$61,335



The WRAP's mission is to administer the distribution of WRAP funding to the eligible, low-income customers of the GLWA with a vision to create a transformative water utility assistance program focusing on bill assistance, conservation and self-sufficiency initiatives.

*City of Detroit residents who are not eligible for WRAP assistance can enroll in the DWSD 10/30/50 Payment Plan. The plan allows for customers to pay down arrears by spreading them across future payments. For more information please call 313.267.8000 or visit www.detroitmi.gov/dwsd.

Call 313.386.WRAP (9727)

or visit www.waynemetro.org/wrap



Wayne Metropolitan
Community Action Agency
Established 1971



LHSA
A Community Action Agency



Community Action Alliance WRAP Program

Community Action Alliance will deliver WRAP through our Empowerment Pathway Model—a custom designed service plan to help residential customers in the Great Lakes Water Authority regions to access bill assistance, water conservation measures, and navigate resources and WRAP-around supports on a pathway toward self-sufficiency.

Household Income eligibility for the WRAP is 150% of poverty:

Household Members	Household Income	Household Members	Household Income
1	\$17,805	5	\$42,660
2	\$24,030	6	\$48,870
3	\$30,240	7	\$55,095
4	\$36,450	8	\$61,335



The WRAP's mission is to administer the distribution of WRAP funding to the eligible, low-income customers of the GLWA with a vision to create a transformative water utility assistance program focusing on bill assistance, conservation and self-sufficiency initiatives.

Call 313.386.WRAP (9727)

or visit www.waynemetro.org/wrap



Wayne Metropolitan



CLHSA
A Community Action Agency





MEMORANDUM

Department of Public Services

DATE: August 30, 2016

TO: Joseph A. Valentine, City Manager

FROM: Lauren A. Wood, Director of Public Services

SUBJECT: POLICE VEHICLE #560 and #568 REPLACEMENTS

Vehicles #560 and #568 are a 2011 and 2008 Ford Crown Victoria marked patrol cars; respectively. Both vehicles are in need of replacement due to age, mileage, and condition.

The scoring system utilized for this type of vehicle has 6 categories. The following table illustrates the breakdown of the scoring system used as justification for the replacement of these vehicles.

Vehicle #560, 2011 Ford Crown Victoria

Factor	Description	Points
Age	1 point each year of age.	5
Miles/Hours	1 point each 10,000 miles of usage for 83,000 miles.	8
Type of Service	5 points Police, Fire, and Rescue Vehicle.	5
Reliability	4 points in shop more than one time within one month period, two or more breakdown/road calls within same time period.	4
M & R Costs	3 points maintenance and repair costs are 41-60% of replacement cost.	3
Condition	3 points noticeable imperfections in body and paint surface, minor rust, damage from add-on equipment, worn interior, and a weak drive train.	3
Total points 28+, poor, needs priority replacement.		28

Vehicle #568, 2008 Ford Crown Victoria

Factor	Description	Points
Age	1 point each year of age.	8
Miles/Hours	1 point each 10,000 miles of usage for 79,000 miles.	8
Type of Service	5 points Police, Fire, and Rescue Vehicle.	5
Reliability	4 points in shop more than one time within one month period, two or more breakdown/road calls within same time period.	4
M & R Costs	4 points maintenance and repair costs are 61-80% of replacement cost.	4
Condition	3 points noticeable imperfections in body and paint surface, minor rust, damage from add-on equipment, worn interior, and a weak drive train.	3
Total points 28+, poor, needs priority replacement.		32

The Department of Public Services in cooperation with the Birmingham Police Department recommends replacing these vehicles with two (2) new 2017 Ford 4WD Police Interceptor Utility vehicles. Once the order is placed for the replacements, it will take approximately 14-16 weeks for delivery. Upon delivery, the 2008 and 2011 Ford Crown Victoria marked patrol cars (vehicles #560 and #568) will be placed on the Michigan Inter-governmental Trade Network for re-sale.

The State of Michigan extendable purchasing contract #3905-0016 is available for the two (2) 2017 Ford AWD Police Interceptor Utility vehicles. Gorno Ford located in Woodhaven, Michigan is the exclusive dealer for this contract and was contacted for pricing. The price of each vehicle is \$29,937.00 for a total expenditure of \$59,874.00. Funds for this purchase are available in the Auto Equipment Fund, account #641.441.006-971.0100.

SUGGESTED RESOLUTION:

To approve the purchase of two (2) new 2017 Ford AWD Police Interceptor Utility vehicles from Gorno Ford, through the State of Michigan extendable purchasing contract #3905-0016 for a total expenditure of \$59,874.00. Funds for this purchase are available in the Auto Equipment Fund, account #641.441.006-971.0100.



MEMORANDUM

City Clerk's Office

DATE: September 6, 2016

TO: Joseph A. Valentine, City Manager

FROM: Laura M. Pierce, City Clerk

SUBJECT: Special Event Request
Santa House

Attached is a special event application submitted by the Birmingham Shopping District requesting permission to place the Santa House in Shain Park from November 23 to December 24, 2016.

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

The following events have either been approved by the Commission or are planned to be held in November and December and have not yet submitted an application. These events do not pose a conflict with the location of the Santa House.

Event Name	Date	Location
Tree Lighting	Nov 23	Shain Park
Nativity Display	Nov 23 – Dec 30	Shain Park
Winter Markt	Dec 2 – 4	Shain Park
Menorah Display	Dec (dates unknown)	Shain Park

SUGGESTED RESOLUTION:

To approve a request from the Birmingham Shopping District to place the Santa House in Shain Park from November 23 to December 24, 2016, contingent upon compliance with all permit and insurance requirements and payment of all fees, and, further, pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event.

II. EVENT INFORMATION

1. Organization Type Birmingham Shopping District
(city, non-profit, community group, etc.)
2. Additional Sponsors or Participants (Provide name, address, contact person, status, etc. for all additional organizations sponsoring your event.) _____

3. Is the event a fundraiser? ☐ YES ☒ NO
List beneficiary _____
List expected income _____
Attach information about the beneficiary.
4. First time event in Birmingham? ☐ YES ☒ NO
If no, describe Santa House has been located in downtown Birmingham for many
years.

5. Total number of people expected to attend per day 40-80
6. The event will be held on the following City property: (Please list)
☐ Street(s) _____

☐ Sidewalk(s) _____

☒ Park(s) Shain Park

7. Will street closures be required? ☐ YES ☒ NO
8. What parking arrangements will be necessary to accommodate attendance? _____

9. Will staff be provided to assist with safety, security and maintenance? ☒ YES ☐ NO
Describe Volunteers from the Lions Club will take photos of kids with Santa.
10. Will the event require safety personnel (police, fire, paramedics)? ☐ YES ☒ NO
Describe _____
11. Will alcoholic beverages be served? ☐ YES ☒ NO
If yes, additional approval by the City Commission is required, as well as the Michigan Liquor Control Commission.
12. Will music be provided? ☐ YES ☒ NO
☐ Live ☐ Amplification ☐ Recorded ☐ Loudspeakers
Time music will begin _____
Time music will end _____
Location of live band, DJ, loudspeakers, equipment must be shown on the layout map.
13. Will there be signage in the area of the event? ☒ YES ☐ NO
Number of signs/banners 1
Size of signs/banners 4 x 6
Submit a photo/drawing of the sign(s). A sign permit is required.
14. Will food/beverages/merchandise be sold? ☐ YES ☒ NO
- Peddler/vendor permits must be submitted to the Clerk's Office, at least two weeks prior to the event.
 - All food/beverage vendors must have Oakland County Health Department approval.
 - Attach copy of Health Dept approval.
 - There is a \$50.00 application fee for all vendors and peddlers, in addition to the \$10.00 daily fee, per location. A background check must be submitted for each employee participating at the event.

LIST OF VENDORS/PEDDLERS

(attach additional sheet if necessary)

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

III. EVENT LAYOUT

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

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

EQUIPMENT	QUANTITY	COST	NOTES
Picnic Tables		6 for \$200.00	A request for more than six tables will be evaluated based on availability.
Trash Receptacles		\$4.00 each	Trash box placement and removal of trash is the responsibility of the event. Additional cost could occur if DPS is to perform this work.
Dumpsters		\$200.00 per day	Includes emptying the dumpster one time per day. The City may determine the need for additional dumpsters based on event requirements.
Utilities (electric)	<u>1</u> # of vendors requiring utilities	Varies	Charges according to final requirements of event.
Water/Fire Hydrant		Contact the Fire Department.	Applicant must supply their own means of disposal for all sanitary waste water. Waste water is NOT allowed to be poured into the street or on the grass.
Audio System		\$200.00 per day	Must meet with City representative.
Meter Bags / Traffic Cones / Barricades	# to be determined by the Police Department.		

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

TYPE	QUANTITY	SIZE
Tents/Canopies/Awnings (A permit is required for tents over 120 sq ft)	1	10 x 20
Portable Toilets		
Rides		
Displays		
Vendors		
Temporary Structure (must attach a photo)		
Other (describe)		

SIGNATURE OF APPLICANT REQUIRED

EVENT NAME Santa House

EVENT DATE November 26 - December 24, 2016

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

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



Signature

8-15-16

Date

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

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



HOLD-HARMLESS AGREEMENT

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

Applicant's signature

Date

NOTIFICATION

August 22, 2016

TO: Property/Business Owner

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

NAME OF EVENT(S): 1) Holiday Tree Lighting and 2) Santa House
LOCATION: 1) Shain Park
2) Shain Park
DATES & TIMES: 1) Holiday Tree Lighting - Wednesday, November 23, 2016, 6-7 pm
2) Santa House - various weekends throughout holidays.
DATE/TIME OF CITY COMMISSION MEETING: Monday, September 12, 2016 at 7:30 pm

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

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

NOTIFICATION

August 22, 2016

TO: Property/Business Owner

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LOCATION: 1) Shain Park
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EVENT ORGANIZER: Birmingham Shopping District
ADDRESS: 151 Martin Street
PHONE: 248-530-1200

NOTIFICATION

August 22, 2016

TO: Property/Business Owner

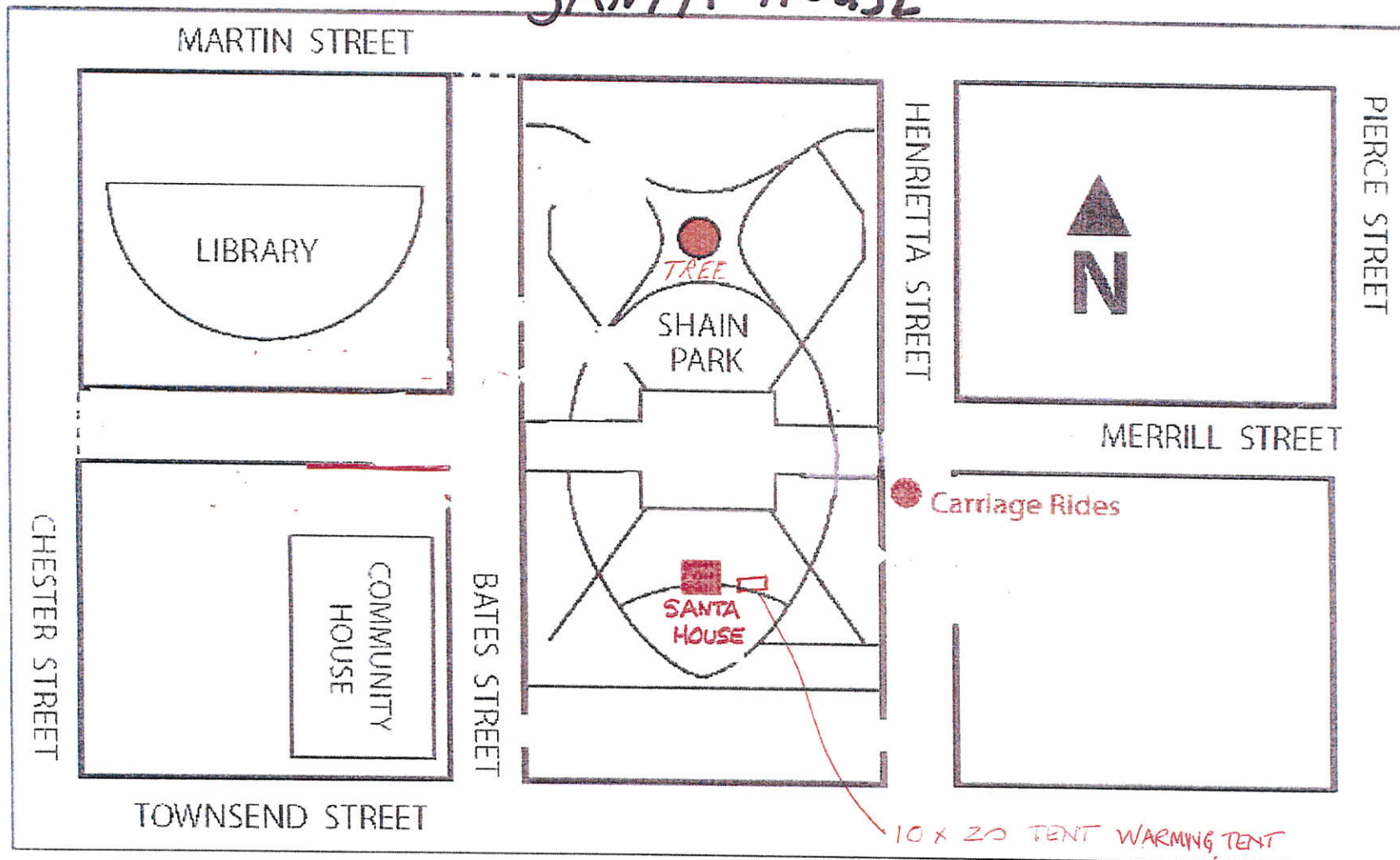
The Birmingham City Code requires that we receive approval from the Birmingham City Commission to hold the following special event(s). The code further requires that we notify any property owners or business owners that may be affected by the special event(s) of the date and time that the City Commission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

NAME OF EVENT(S): 1) Holiday Tree Lighting and 2) Santa House
LOCATION: 1) Shain Park
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EVENT ORGANIZER: Birmingham Shopping District
ADDRESS: 151 Martin Street
PHONE: 248-530-1200

SANTA HOUSE



BIRMINGHAM SANTA HOUSE HOURS

WEDNESDAY	NOVEMBER 23	6:30 PM – 8 PM
FRIDAY	NOVEMBER 25	12 PM – 3:30 PM
SATURDAY	NOVEMBER 26	12 PM – 3:30 PM (Small Business Saturday)
SUNDAY	NOVEMBER 27	12 PM – 3:30 PM
FRIDAY	DECEMBER 2	3 PM – 7:30 PM (Birmingham Winter Markt)
SATURDAY	DECEMBER 3	10 AM – 7:30 PM (Birmingham Winter Markt)
SUNDAY	DECEMBER 4	11 AM – 2:30 PM (Birmingham Winter Markt)
SATURDAY	DECEMBER 10	12 PM – 3:30 PM
SUNDAY	DECEMBER 11	12 PM – 3:30 PM
SATURDAY	DECEMBER 17	12 PM – 3:30 PM
SUNDAY	DECEMBER 18	12 PM – 3:30 PM
SATURDAY	DECEMBER 24	12 PM – 3:30 PM



DEPARTMENT APPROVALS

EVENT NAME Santa House

LICENSE NUMBER #16-00010770

COMMISSION HEARING DATE 9/12/16

NOTE TO STAFF: Please submit approval by 8/31/16

DATE OF EVENT: 11/23 – 12/24/16

DEPARTMENT	APPROVED	COMMENTS	PERMITS REQUIRED (Must be obtained directly from individual departments)	ESTIMATED COSTS (Must be paid two weeks prior to the event. License will not be issued if unpaid.)	ACTUAL COSTS (Event will be invoiced by the Clerk's office after the event)
BUILDING 101-000.000.634.0005 248.530.1850	Pending Approval				
FIRE 101-000.000-634.0004 248.530.1900		Inspection.		\$35	
POLICE 101-000.000.634.0003 248.530.1870	SG	On duty personnel will provide extra patrol.		\$0	
PUBLIC SERVICES 101-000.000-634.0002 248.530.1642	Carrie Laird 8/25/2016	The Department will assist with this event.		\$8,000	
ENGINEERING 101-000.000.634.0002 248.530.1839	A.F.	Maintain 5' clear pedestrian pathways on sidewalks. No damage to pavements allowed for supports, tents, shelters, barricades, etc...	None	\$0	

INSURANCE 248.530.1807	CA	Approved	N/A	0	0
CLERK 101-000.000-614.0000 248.530.1803	LP	Notification letters mailed by applicant on <u>8/23/16</u> . Notification addresses on file in the Clerk's Office. Evidence of required insurance must be on file with the Clerk's Office no later than N/A .	Applications for vendors license must be submitted no later than <u>11/9/16</u> .	\$165	
				TOTAL DEPOSIT REQUIRED \$8,200	ACTUAL COST

FOR CLERK'S OFFICE USE

Deposit paid _____

Actual Cost _____

Due/Refund_____



MEMORANDUM

City Clerk's Office

DATE: September 6, 2016

TO: Joseph A. Valentine, City Manager

FROM: Laura M. Pierce, City Clerk

SUBJECT: Special Event Request
Tree Lighting

Attached is a special event application submitted by the Birmingham Shopping District requesting permission to hold the Tree Lighting on Wednesday, November 23, 2016.

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

The following events have either been approved by the Commission or are planned to be held in November and December and have not yet submitted an application. These events do not pose a conflict with the location of the Santa House.

Event Name	Date	Location
Tree Lighting	Nov 23	Shain Park
Nativity Display	Nov 23 – Dec 30	Shain Park
Winter Markt	Dec 2 – 4	Shain Park
Menorah Display	Dec (dates unknown)	Shain Park

SUGGESTED RESOLUTION:

To approve a request from the Birmingham Shopping District to hold the Tree Lighting on November 23, 2016, contingent upon compliance with all permit and insurance requirements and payment of all fees, and, further, pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event.

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

I. EVENT DETAILS

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

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

(Please print clearly or type)

Date of Application August 22, 2016

Name of Event Holiday Tree Lighting

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

Birmingham residents are invited to atten the lighting of the tree in Shain Park along with
entertainment.

Location Shain Park

Date(s) of Event November 23, 2016 Hours of Event 6-7 pm

Date(s) of Set-up November 23, 2016 Hours of Set-up 12 noon/4pm sound & stage set-up

Date(s) of Tear-down November 23, 2016 Hours of Tear-down 7-8 pm

Organization Sponsoring Event Birmingham Shopping District

Organization Address 151 Martin Street

Organization Phone 248-530-1200

Contact Person Lori Rondello

Contact Phone 248-530-1254

Contact Email lrondello@bhamgov.org

II. EVENT INFORMATION

1. Organization Type Birmingham Shopping District
(city, non-profit, community group, etc.)
2. Additional Sponsors or Participants (Provide name, address, contact person, status, etc. for all additional organizations sponsoring your event.) _____

3. Is the event a fundraiser? ☐ YES ☒ NO
List beneficiary _____
List expected income _____
Attach information about the beneficiary.
4. First time event in Birmingham? ☐ YES ☒ NO
If no, describe It is an annual event that kicks off the holiday season in Birmingham.

5. Total number of people expected to attend per day 400-500
6. The event will be held on the following City property: (Please list)
☒ Street(s) Henrietta between Martin & Merrill

☐ Sidewalk(s) _____

☒ Park(s) Shain Park

7. Will street closures be required? ☒ YES ☐ NO
8. What parking arrangements will be necessary to accommodate attendance? No additional.

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

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

11. Will alcoholic beverages be served? ☐ YES ☒ NO
If yes, additional approval by the City Commission is required, as well as the Michigan Liquor Control Commission.
12. Will music be provided? ☒ YES ☐ NO
☒ Live ☒ Amplification ☐ Recorded ☐ Loudspeakers
Time music will begin 6 pm
Time music will end 7 pm
Location of live band, DJ, loudspeakers, equipment must be shown on the layout map.
13. Will there be signage in the area of the event? ☐ YES ☒ NO
Number of signs/banners _____
Size of signs/banners _____
Submit a photo/drawing of the sign(s). A sign permit is required.
14. Will food/beverages/merchandise be sold? ☐ YES ☒ NO
- Peddler/vendor permits must be submitted to the Clerk's Office, at least two weeks prior to the event.
 - All food/beverage vendors must have Oakland County Health Department approval.
 - Attach copy of Health Dept approval.
 - There is a \$50.00 application fee for all vendors and peddlers, in addition to the \$10.00 daily fee, per location. A background check must be submitted for each employee participating at the event.

LIST OF VENDORS/PEDDLERS

(attach additional sheet if necessary)

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


III. EVENT LAYOUT

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

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

EQUIPMENT	QUANTITY	COST	NOTES
Picnic Tables		6 for \$200.00	A request for more than six tables will be evaluated based on availability.
Trash Receptacles	12	\$4.00 each	Trash box placement and removal of trash is the responsibility of the event. Additional cost could occur if DPS is to perform this work.
Dumpsters		\$200.00 per day	Includes emptying the dumpster one time per day. The City may determine the need for additional dumpsters based on event requirements.
Utilities (electric)	1 # of vendors requiring utilities	Varies	Charges according to final requirements of event.
Water/Fire Hydrant		Contact the Fire Department.	Applicant must supply their own means of disposal for all sanitary waste water. Waste water is NOT allowed to be poured into the street or on the grass.
Audio System		\$200.00 per day	Must meet with City representative.
Meter Bags / Traffic Cones / Barricades	# to be determined by the Police Department.		

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

TYPE	QUANTITY	SIZE
Tents/Canopies/Awnings (A permit is required for tents over 120 sq ft)	2	10 x 10
Portable Toilets		
Rides		
Displays		
Vendors		
Temporary Structure (must attach a photo)		
Other (describe)	Oakland County Show 	8' x 45' long

SIGNATURE OF APPLICANT REQUIRED

EVENT NAME Holiday Tree Lighting
EVENT DATE November 23, 2016

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

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


Signature

8-15-16
Date

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

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



HOLD-HARMLESS AGREEMENT

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

Applicant's signature

Date

NOTIFICATION

August 22, 2016

TO: Property/Business Owner

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

NAME OF EVENT(S): 1) Holiday Tree Lighting and 2) Santa House
LOCATION: 1) Shain Park
2) Shain Park
DATES & TIMES: 1) Holiday Tree Lighting - Wednesday, November 23, 2016, 6-7 pm
2) Santa House - various weekends throughout holidays.
DATE/TIME OF CITY COMMISSION MEETING: Monday, September 12, 2016 at 7:30 pm

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

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

NOTIFICATION

August 22, 2016

TO: Property/Business Owner

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

NAME OF EVENT(S): 1) Holiday Tree Lighting and 2) Santa House
LOCATION: 1) Shain Park
2) Shain Park
DATES & TIMES: 1) Holiday Tree Lighting - Wednesday, November 23, 2016, 6-7 pm
2) Santa House - various weekends throughout holidays.
DATE/TIME OF CITY COMMISSION MEETING: Monday, September 12, 2016 at 7:30 pm

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

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August 22, 2016

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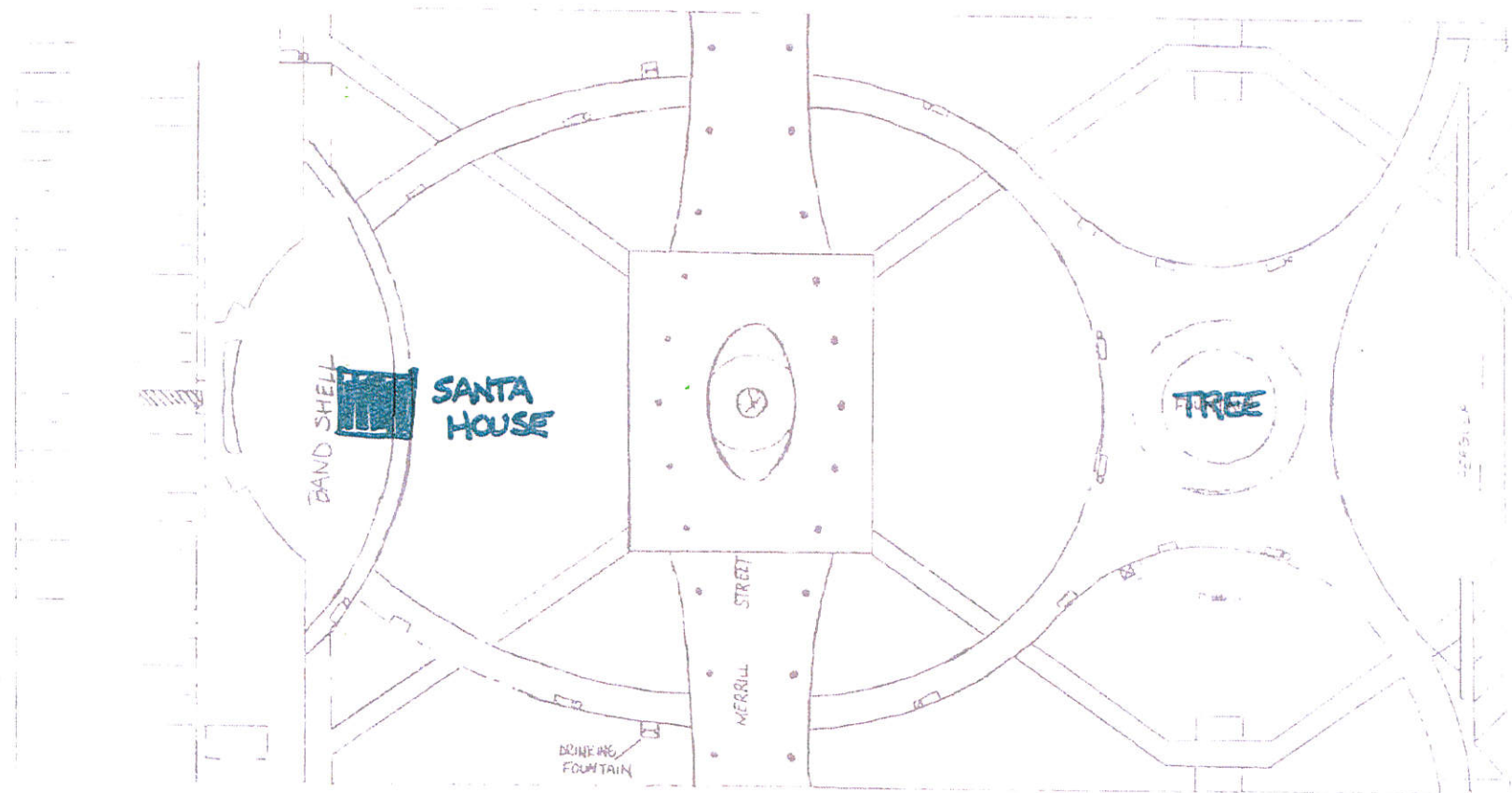
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PHONE: 248-530-1200

2016 TREE LIGHTING



DEPARTMENT APPROVALS

EVENT NAME Holiday Tree Lighting

LICENSE NUMBER #16-00010771

COMMISSION HEARING DATE 9/12/16

NOTE TO STAFF: Please submit approval by 8/31/16

DATE OF EVENT: 11/23/16

DEPARTMENT	APPROVED	COMMENTS	PERMITS REQUIRED (Must be obtained directly from individual departments)	ESTIMATED COSTS (Must be paid two weeks prior to the event. License will not be issued if unpaid.)	ACTUAL COSTS (Event will be invoiced by the Clerk's office after the event)
BUILDING 101-000.000.634.0005 248.530.1850	Pending Approval				
FIRE 101-000.000-634.0004 248.530.1900		Inspection.		\$35	
POLICE 101-000.000.634.0003 248.530.1870	SG	On duty officers to give extra patrol.		\$0	
PUBLIC SERVICES 101-000.000-634.0002 248.530.1642	Carrie Laird 8/24/2016	Department will assist with event.		\$550	
ENGINEERING 101-000.000.634.0002 248.530.1839	A.F.	Maintain 5' clear pedestrian route on sidewalks and no damage to pavements allowed for tents, shelters, barricades, etc...	None	\$0	
INSURANCE 248.530.1807	CA	Approved	N/A	0	0

CLERK 101-000.000-614.0000 248.530.1803	LP	Notification letters mailed by applicant on <u>8/23/16</u> . Notification addresses on file in the Clerk's Office. Evidence of required insurance must be on file with the Clerk's Office no later than <u>N/A</u> .	Applications for vendors license must be submitted no later than <u>11/9/16</u> .	\$165	
				TOTAL DEPOSIT REQUIRED \$750	ACTUAL COST

FOR CLERK'S OFFICE USE

Deposit paid _____

Actual Cost _____

Due/Refund_____



MEMORANDUM

Police Department

DATE: September 2, 2016

TO: Joseph A. Valentine, City Manager

FROM: Mark Clemence, Chief of Police

SUBJECT: Purchase of Emergency CallWorks Dispatch Equipment

The 9-1-1 system used by the police department was purchased in 2012 when dispatch services were consolidated with the Beverly Hills Department of Public Safety. The equipment is need of replacement due to Oakland County upgrading technology from information sent via copper wiring to information sent through a managed IP network that is used for emergency services communications, commonly referred to as an ESInet.

To comply with the State of Michigan mandates; that all Public Safety Answering Point (PSAP) are required to respond to 9-1-1 texts, this has been handled for PSAPs by Oakland County due to infrastructure problems with the cooper wiring, however will cease when the new system is implemented.

The Emergency CallWorks 9-1-1 equipment will link all 20 PSAP's in Oakland County through an ESInet connection allowing for optimum security and functionality. Similar equipment will be used county wide, allowing PSAPs to be relocated in case of a disaster or the equipment failure to the shared dispatch center in Pontiac or any other PSAP located in the County. This system will assist dispatchers to locate a 9-1-1 caller because the geographic coordinates of the phone will be imported using the ESInet rather than the closest cell tower location. Currently wireless 9-1-1 calls account for 75% of all 9-1-1 calls received by the Birmingham PSAP.

Emergency CallWorks equipment includes a one year warranty period which begins after installation. Emergency CallWorks Inc. will have an on-site technician available to County PSAPs for the first year. Annual maintenance costs for years 2-5 are included with the purchase.

The pricing for the contract is based on a Oakland County cooperative purchasing bid #004698 in the amount of \$79,151.37, which includes all base configurations including system, software, hardware, installation, training, project management, help desk, and 24x7x365 maintenance for three call processing positions.

Emergency CallWorks is a Motorola Solutions Company with 1,000 installed workstations. It was installed at Metro Airport on 7/13/16 and is scheduled to be installed in at the South East Regional Emergency Service Authority in Macomb County. This ESInet solution meets current specifications for Next Generation 9-1-1 (NG911) and will also be able to expand to accept photos and videos once the ground work is laid by the State of Michigan.

The pricing for the contract is based on an Oakland County cooperative purchasing bid #004698 in the amount of \$79,151.37, which includes all base configurations including system, software, hardware, installation, training, project management, help desk, and 24x7x365 maintenance for three call processing positions.

This project was identified in the 2016-17 general fund dispatch machinery and equipment budget. There are sufficient funds available to provide for this purchase. Per the terms of the dispatch interlocal agreement with the Village of Beverly Hills; the City of Birmingham will be solely responsible for funding this project.

City Attorney Tim Currier has reviewed and approved the attached the contract for purchase of the Emergency CallWorks dispatch equipment.

SUGGESTED RESOLUTION:

To approve the contract to purchase three Emergency CallWorks dispatch work stations in the amount \$79,151.37 through the Oakland County cooperative purchasing contract #004698, further to waive the normal bidding requirements and authorize this expenditure to be funded from account 101-301.001-971.0100. Further, to direct the Mayor to sign the contract on behalf of the City.

CONTRACT FOR THE PURCHASE OF NG9-1-1 EQUIPMENT AND SERVICES

The Parties hereby enter into this Contract, effective on _____, 2016, between Emergency CallWorks, Inc. ("ECW") and The City of Birmingham, for the purchase of Next Generation 911 Equipment and Services.

Whereas, ECW and the County of Oakland, MI, entered into a Contract (No. 004698) ("Primary Contract") attached hereto as Exhibit A for the purchase of Next Generation 911 Equipment and Services.

For an amount not to exceed \$79,151.37, The City of Birmingham agrees to abide by the terms and conditions of the Primary Contract, including its Exhibits, and whenever "County" is referred to in the Primary Contract, and only for purposes of this Contract, it will have the same effect as referring to The City of Birmingham, except as set forth below:

1. **Section 5.1 of the Primary Contract shall be replaced in its entirety with the following:**
 - a. **Performance of Deliverables.** Contractor shall provide all Deliverables and Equipment identified in and as set forth in Exhibits II and VI or any Amendments to this Contract.
2. **Section 5.2 of the Primary Contract is hereby deleted for purposes of this Contract.**
3. **Section 5.4 of the Primary Contract shall be replaced in its entirety with the following:**
 - a. **Financial Obligations.** Except as otherwise set forth in this Contract, The City of Birmingham's sole financial obligation under this Contract shall be set forth in Exhibits II, IV and VI. The amount and manner of payment of the financial obligation shall be a Purchase Order based on its respective amount in Exhibit VI.
4. **Section 5.5 of the Primary Contract shall be replaced in its entirety with the following:**
 - a. **Payment Obligations.** Except as otherwise set forth in Exhibits II, IV and VI, Contractor shall submit an invoice to The City of Birmingham's Contract Administrator, or equivalent, itemizing amounts due and owing under this Contract, as of the date of the invoice. Invoices shall contain the following information: (a) County Contract Number; (b) itemized list of Deliverables; (c) Contractor Tax ID Number (federal and State); and (d) any other information reasonably requested by The City of Birmingham. The City of Birmingham shall have no obligation to make a payment under this Contract until an invoice is submitted in the form set forth herein and shall have no obligation to pay for Deliverables, which have not been invoiced (as required herein) within sixty (60) Days of Contractor's performance. Unless otherwise set forth in Exhibit II, The City of Birmingham shall only pay Contractor for Deliverables under this Contract and not any subcontractors or assignees of Contractor.
5. **Section 7.4 of the Primary Contract shall be replaced in its entirety with the following:**
 - a. **Limitation of Liability.** Except for Claims resulting in personal injury or death, Contractor's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed Two Hundred Fifty Thousand Dollars

(\$250,000.00). ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT NEITHER PARTY WILL BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS CONTRACT, THE SALE OR USE OF THE DELIVERABLES OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY CONTRACTOR PURSUANT TO THIS CONTRACT. This limitation of liability provision survives the expiration or termination of the Contract and applies notwithstanding any contrary provision.

6. The City of Birmingham hereby agrees to abide by the terms, conditions, limitations and restrictions contained in Exhibit III (Software License Agreement) of the Primary Contract and further agrees and acknowledges that:

- a. The County of Oakland is purchasing and is thereby granted all personal, limited, non-transferrable and non-exclusive Software licenses under the Primary Contract as more fully described in Section 3 of Exhibit III.
- b. The City of Birmingham will not be a Licensee of the Software under the Primary Contract.
- c. The City of Birmingham is a user of the Software under the Primary Contract.

7. Exhibit IV – Maintenance Agreement of the Primary Contract, is hereby modified as follows:

- a. Section 2.1 is hereby replaced with the following:
 - i. Fees for services under this Agreement are set forth in Exhibits II and VI and incorporated herein by reference.
- b. Section 3.3 is not applicable to this Contract.
- c. Schedule A – “7x24x365 Service – 4-hour On-Site Response Fee Schedule” shall be in accordance with Exhibits II & VI of the Primary Contract.
- d. Schedule A – “Spare Parts Kit – COUNTY Site Location(s)” is not applicable to this Contract.

The Parties hereby enter into this Contract as of the Effective Date.

Emergency CallWorks, Inc.

The City of Birmingham

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A

Buyer: RLB

CONTRACT NUMBER: 004698

Event # 003294

CONTRACT between the COUNTY OF OAKLAND and CONTRACTOR

Not To Exceed Amount: \$ 2,938,500.00		Effective Date: 2/1/2016	Expiration Date: 1/31/2021
Contract Description:	NG 911 Call Process Equip. - P		
Contractor Information:		Contract Administrator (If Different):	
Emergency CallWorks Jeremy Eilers 1900 International Park Dr Ste 300 Birmingham, AL 35243 Vendor No: 20240			
Compliance Office Purchasing Information:		Contract Administrator Oakland County Using Department:	
Buyer: Richard Brower Oakland County 2100 Pontiac Lake Rd Bldg 41W Waterford, MI 48328-0462 248-858-0511 purchasing@oakgov.com		Patricia Coates/Jeffrey Werner 1200 North Telegraph Road County Service Center - Pontiac Waterford MI 48341	

The Parties agree to the attached terms and conditions:

FOR THE CONTRACTOR:

SIGN: Daniel Twohig
Daniel Twohig (Mar 25, 2016)

FOR THE COUNTY:

SIGN: Jeffrey Werner
Jeffrey Werner (Mar 29, 2016)

Contract Administrator

SIGN: Patricia A Coates
Patricia A Coates (Mar 29, 2016)

Contract Administrator

SIGN: Scott N. Guzzy
Scott N. Guzzy (Mar 29, 2016)

Pamela L. Weipert, CPA, CIA, Compliance Officer

or

Scott N. Guzzy, CPPO, MBA, Purchasing Admin

acc

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This Contract is organized and divided into the following Sections for the convenience of the Parties.

- Section 1. Contract Definitions
- Section 2. Contract Term and Renewal
- Section 3. Contract Administration and Amendments
- Section 4. Contract Termination
- Section 5. Scope of Deliverables and Financial/Payment Obligations
- Section 6. Contractor's Warranties and Assurances
- Section 7. Liability
- Section 8. Contractor Provided Insurance
- Section 9. Intellectual Property and Confidentiality
- Section 10. General Terms and Conditions

§1. CONTRACT DEFINITIONS

The following words when printed with the first letter capitalized shall be defined and interpreted as follows, whether used in the singular or plural, nominative or possessive case, and with or without quotation marks:

- 1.1. **"Amendment"** means any change, clarification, or modification to this Contract.
- 1.2. **"Beneficial Use"** means when the County first uses the Deliverables in Exhibit II for its operational purposes (excluding training or testing).
- 1.3. **"Business Day"** means Monday through Friday from 8:00 a.m. to 5:00 p.m., excluding County designated holidays.
- 1.4. **"Claims"** means any loss; complaint; demand for relief or damages; lawsuit; cause of action; proceeding; judgment; penalty; and reasonable and verifiable costs, which are imposed on, incurred by, or asserted against the County or for which the County may become legally or contractually obligated to pay or defend against, whether commenced or threatened, including, but not limited to, reimbursement for reasonable attorney fees, mediation, facilitation, arbitration fees, witness fees, court costs, investigation expenses, litigation expenses, or amounts paid in settlement.
- 1.5. **"Confidential Information"** means all information consistent with the fulfillment of this Contract that is (i) disclosed under this Contract in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software, or any component part thereof. Confidential information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) Days after such disclosure. The written document must contain a summary of the Confidential

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Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent. Confidential Information does not include information required or permitted by law to be disclosed.

- 1.6. **“Contract”** means this document and any other documents expressly incorporated herein.
- 1.7. **“Contractor”** means the entity or person listed under “Contractor” on the first page of this Contract.
- 1.8. **“Contractor Employee”** means any employee; officer; director; member; manager; trustee; volunteer; attorney; contractor; subcontractor; independent contractor; subsidiary; or agent of Contractor acting in their representative, or official capacities. Contractor Employees shall also include any person who was a Contractor Employee at any time during the term of this Contract but, for any reason, is no longer employed, appointed, or elected in that capacity.
- 1.9. **“Contractor Software”** means software that Contractor or its affiliated companies owns.
- 1.10. **“Contract Documents”** mean the following documents, which this Contract includes and incorporates:
 - 1.10.1. Exhibit I: Contractor Insurance Requirements
 - 1.10.2. Exhibit II: Scope of Contractor Deliverables and respective Obligations of the Parties
 - 1.10.3. Exhibit III: Software License Agreement
 - 1.10.4. Exhibit IV: Maintenance Agreement
 - 1.10.5. Exhibit V: Oakland County Site Pricing
 - 1.10.6. Exhibit VI: Non-Oakland County Site Pricing
- 1.11. **“County”** means the County of Oakland, a Municipal and Constitutional Corporation, its departments, divisions, authorities, boards, committees, and “County Agents” as defined below.
- 1.12. **“County Agent”** means any elected and appointed officials; directors; board members; council members; commissioners; and employees of the County; acting in their representative, or official capacities. “County Agent” shall also include any person who was a “County Agent” anytime during the term of this Contract but, for any reason, is no longer employed, appointed, or elected and in that capacity.
- 1.13. **“County Data”** means information or data provided by County to Contractor in the performance of this Contract, including, but not limited to any personally identifiable information such as names, e-mail addresses, passwords, phone numbers, and home or business addresses. County Data may include Confidential Information as defined in this Contract.
- 1.14. **“Day”** means any calendar day, which shall begin at 12:00:00 a.m. and end at 11:59:59 p.m.

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- 1.15. **“Deliverables”** means goods, equipment, and/or services provided under this Contract, and all written information (e.g., reports, specifications, designs, plans, drawings, or other technical or business information) that Contractor prepares for County in the performance of the services and is obligated to provide to County under this Contract. The Deliverables are specifically described in Exhibit II.
- 1.16. **“Deployment”** means the date the County places all of the Deliverables into service and the date when the Deliverables have the capability to process live traffic (excluding training or testing).
- 1.17. **“Equipment”** means the equipment that County purchases from Contractor under this Contract which is specifically described in Exhibit II.
- 1.18. **“Effective Date”** means midnight on the date listed on the first page of this Contract.
- 1.19. **“Expiration Date”** means 11:59.59 p.m. on the date listed on the first page of this Contract.
- 1.20. **“E-Verify”** means an Internet based system operated by the Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA) that allows participating employers to electronically verify the employment eligibility of their newly hired employees. Information and the registration process are found at the E-Verify website: <https://e-verify.uscis.gov/enroll>.
- 1.21. **“Infringement Claim”** means a third party claim alleging that the Equipment manufactured by Contractor or Contractor Software directly infringes a patent or copyright.
- 1.22. **“Intellectual Property”** means any developments, improvements, designs, innovation, and materials that may be the subject of a trademark/servicemark, copyright, patent, trade secret, or Proprietary Information.
- 1.23. **“Iran-Linked Business”** is defined in the Michigan Compiled Laws (MCL), specifically MCL 129.312, being Section 2 of Public Act 517 of 2012.
- 1.24. **“Non-Contractor Software”** means software that a party other than Contractor or its affiliated companies owns.
- 1.25. **“Not to Exceed Amount”** means the dollar amount listed on the first page of this Contract, unless amended. The “Not to Exceed Amount” may not be the County’s financial obligation under this Contract, but is intended to represent the maximum amount that can be paid to Contractor during the term of this Contract.
- 1.26. **“Open Source Software”** (also called “freeware” or “shareware”) means software with either freely obtainable source code, license for modification, or permission for free distribution.
- 1.27. **“Proposal”** means Contractor’s response or bid to the County’s Request for Proposal, Request for Qualifications, or Request for Quotes.
- 1.28. **“Proprietary Information”** means all ideas, concepts, inventions, know how, methodologies and processes related to the services provided under this Contract, including

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the development and operation of computer software and systems such as source code, object code, security procedures, and passwords.

- 1.29. **“Public Safety Answering Point” (“PSAP”)** means primary or secondary public safety answering points as defined in MCL 484.1102 (z) and (gg).
- 1.30. **“Purchase Order”** means the County’s written request to Contractor for Deliverables pursuant to this Contract. The Purchase Order may include terms regarding delivery schedule, payment, and transportation.
- 1.31. **“Purchasing”** means the Purchasing Unit of the Oakland County Compliance Office.
- 1.32. **“Software”** means the Contractor Software and Non-Contractor Software, including all modifications, enhancements, new versions or new releases, in object code format that is furnished with the system or equipment or provided to enable services.
- 1.33. **“System”** means a state-of-the-art turn-key NG-911 Public Safety Answering Point Call Handling system providing all of the features and capabilities necessary to receive, handle and track all types Emergency Calls including NG-911/i3, E911 (inc. Wireless Phase 1 and 2), basic 911, and 10-digit Emergency.

§2. CONTRACT TERM AND RENEWAL

- 2.1. **Contract Term.** This Contract shall begin on the Effective Date and shall end on the Expiration Date.
- 2.2. **Contract Renewal.** Unless otherwise provided herein, the Parties are under no obligation to renew or extend this Contract after the Expiration Date. This Contract may only be extended by an Amendment.
- 2.3. **Legal Effect.** This Contract shall be effective and binding when all of the following occur: (a) this Contract is signed by a Contractor Employee, legally authorized to bind Contractor; and (b) this Contract is signed by an authorized County Agent.

§3. CONTRACT ADMINISTRATION AND AMENDMENTS

- 3.1. **Contract and Purchase Order Issuance.** Purchasing shall issue this Contract and any Purchase Orders that may be required. Purchasing is the sole point of contact in the County regarding all procurement and contractual matters relating to this Contract and any Purchase Orders. Purchasing is the only County office/department authorized to make any Amendments to this Contract or Purchase Orders.
- 3.2. **Purchase Orders.** Purchase Orders issued under this Contract are governed by the terms and conditions of this Contract and are included and incorporated herein. Nothing on the Purchase Order will modify or add to the terms of this Contract.
- 3.3. **Project Managers.** Each Party may designate an employee or agent to act as a Project Manager. If Project Managers are selected, they shall be listed in Exhibit II and their duties shall be set forth in Exhibit II. Unless otherwise stated in Exhibit II, the County’s Project Manager has no authority to amend this Contract.

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- 3.4. **Contract Administrators.** The County shall designate an employee or agent to act as Contract Administrator(s). Contractor may designate its employee or agent to act as Contract Administrator(s). The Contract Administrators shall be listed on the first page of this Contract. The County's Contract Administrator(s) shall be responsible for monitoring and coordinating day-to-day activities under this Contract, reviewing Deliverables and invoices, and submitting requests for Amendments to Purchasing. The County's Contract Administrator(s) have no authority to amend this Contract.
- 3.5. **Contract Amendments.** All Amendments to this Contract must be in writing. This Contract shall not be amended by any packing slip, Purchase Order, invoice, click through license agreement, or Contractor policies or agreements published on Contractor's website or otherwise. Amendments to this Contract shall be issued only by Purchasing. The Amendment shall be effective when signed by an authorized Contractor Employee and an authorized County Agent.
- 3.6. **Unauthorized Changes.** Contract changes shall not be effective until an Amendment containing the change is executed according to the procedures described in this Contract. If the Contractor is directed to perform work that Contractor believes is a change in the Contract/Deliverables, then Contractor must notify Purchasing that it believes the requested work is a change to the Contract before performing the requested work. If Contractor fails to notify Purchasing before beginning the requested work, then Contractor waives any claims for additional compensation for performing the requested work. If Contractor begins work that is outside the scope of this Contract or begins work before an Amendment is executed and then stops performing that work, Contractor must, at the request of the County, undo any out-of-scope work that the County believes would adversely affect the County.
- 3.7. **Precedence of Contract Documents.** In the event of a conflict, the terms and conditions contained in Sections 1 through 10 of this Contract shall prevail and take precedence over any allegedly conflicting provisions in all Contract Documents, Exhibits, Purchase Orders, Amendments, and other documents expressly incorporated herein. Terms and conditions contained in Contractor invoices, packing slips, receipts, acknowledgments and similar documents shall not change the terms and conditions of this Contract.

§4. **CONTRACT TERMINATION**

- 4.1. **County Termination.** In addition to any other legal rights the County may have to terminate or cancel this Contract, the County may terminate the Contract as follows:
- 4.1.1. **Immediate Termination.** The County may terminate or cancel this Contract, in whole or in part, immediately, upon notice to Contractor, if Contractor, officer of Contractor, or an owner of a 25% or greater share of Contractor is convicted of a criminal offense.
- 4.1.2. **Termination for Convenience.** The County may terminate or cancel this Contract, in whole or part, at any time, upon ninety (90) Days' notice to Contractor, for any reason, including convenience without incurring obligation or penalty of any kind. The effective date for termination or cancellation, and whether it is in whole or in part, shall be clearly

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stated in the notice. Notwithstanding the above, if County exercises this right to terminate for convenience, County will pay Contractor for the portion of the Contract Price attributable to the Deliverables and/or Software delivered, and all services performed, on or before the effective date of the termination.

- 4.2. **Contractor Termination.** Contractor may terminate or cancel this Contract, in whole or part, upon one hundred and eighty (180) Days' notice to the County, if the County breaches a non-payment related duty or obligation contained herein and ninety (90) Days notice if the County breaches a payment obligation, provided that within such notice period County has failed or has not attempted to cure the breach. The effective date of termination or cancellation and the specific alleged default shall be clearly stated in the notice to the County.
- 4.3. **County's Obligations Upon Termination.** The County's sole obligation in the event of termination or cancellation of this Contract is for payment of the actual Deliverables and Software provided to the County before the effective date of termination. Under no circumstances shall the County be liable for any future loss of income, profits, any consequential damages, any loss of business opportunities, revenues, or any other economic benefit Contractor may have realized but for the termination or cancellation of this Contract. Except as otherwise stated, the County shall not be obligated to pay Contractor any cancellation or termination fee if this Contract is cancelled or terminated as provided herein. If the County chooses to terminate the Contract in part, then the charges payable under this Contract must be equitably adjusted to reflect those Deliverables that are terminated.
- 4.4. **Contractor's Obligations Upon Termination.** If the County terminates this Contract, for any reason, then Contractor must do the following: (a) cease providing all Deliverables as specified at the time stated in the notice of termination; (b) preserve and protect Deliverables or other property derived or resulting from the Contract that is in Contractor's possession; (c) return all materials, property, and County Data provided to Contractor by the County; (d) unless otherwise directed by the County, transfer title in and deliver to the County all Deliverables in the possession of Contractor or Contractor Employees (which Deliverables are transferred to the County "As-Is", except to the extent the amounts paid by the County for these Deliverables include warranties or warranty services. In that situation, the Deliverables will be transferred with the warranty or warranty services and not "As-Is"); and (e) take action to mitigate and limit potential damages, including terminating or limiting, as applicable, those subcontracts and outstanding orders for materials and supplies connected with or related to this Contract. Under no circumstances shall the Contractor be liable for any future loss of income, time, data, profits, any consequential damages, any loss of opportunities, revenues, savings, or any other economic benefit County may have realized but for the termination or cancellation of this Contract.
- 4.5. **Assumption of Subcontracts.** If Contractor is in breach of this Contract and the County terminates this Contract, then the County may assume, at its option, any subcontracts and agreements for Deliverables provided under the Contract and may pursue completion of the

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Deliverables by replacement Contract or otherwise as the County, in its sole judgment, deems expedient, provided that no Contractor Intellectual Property will be used by County.

§5. SCOPE OF DELIVERABLES AND FINANCIAL/PAYMENT OBLIGATIONS

- 5.1. **Performance of Deliverables.** Contractor shall provide all Deliverables and Equipment identified in and as set forth in Exhibits II and V or any Amendments to this Contract.
- 5.2. **Software License.** Contractor Software shall be licensed to the County as set forth in Exhibit III.
- 5.3. **Maintenance Agreement.** Contractor shall maintain and repair the Equipment and Software as set forth in Exhibit IV.
- 5.4. **Financial Obligations.** Except as otherwise set forth in this Contract, the County's sole financial obligation under this Contract shall be set forth in Exhibits II, IV and V. The amount and manner of payment of the financial obligation shall be a Purchase Order based on the amount of Exhibit V.
- 5.5. **Payment Obligations.** Except as otherwise set forth in Exhibits II, IV and V, Contractor shall submit an invoice to the County's Contract Administrator itemizing amounts due and owing under this Contract, as of the date of the invoice. Invoices shall contain the following information: (a) County Contract Number; (b) itemized list of Deliverables; (c) Contractor Tax ID Number (federal and State); and (d) any other information reasonably requested by Purchasing. The County shall have no obligation to make a payment under this Contract until an invoice is submitted in the form set forth herein and shall have no obligation to pay for Deliverables, which have not been invoiced (as required herein) within sixty (60) Days of Contractor's performance. Unless otherwise set forth in Exhibit II, the County shall only pay Contractor for Deliverables under this Contract and not any subcontractors or assignees of Contractor.
- 5.6. **Not to Exceed Amount.** The amount due and owing to Contractor, under this Contract, shall not exceed the "Not to Exceed Amount." If Contractor can reasonably foresee that the total financial obligation for the Contract will exceed the "Not to Exceed Amount," then Contractor shall provide Purchasing with notice of this fact at least ten (10) Days before this event.
- 5.7. **Performance Bond.** Contractor shall supply a Performance Bond payable to the County within ten (10) days of Contract execution. The Performance Bond shall be executed by a corporation authorized to contract as a surety in the State of Michigan and which is on the United States Treasury List. The initial amount of the Performance Bond shall be 100% of the "not to exceed amount." The Performance Bond will insure the full and faithful performance of the Contract with the County. The County shall be the sole beneficiary of the Performance Bond. The Performance Bond shall be released incrementally as Contractor completes Deliverables and such Deliverables are approved by the County, in its sole discretion.

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- 5.8. **Title and Risk of Loss.** Title to the Equipment will pass to County upon receipt. Title to Software will not pass to County at any time. Risk of loss will pass to County upon delivery of the equipment to the County. Contractor will pack and ship all Equipment in accordance with good commercial practices.
- 5.9. **No Obligation for Penalties/Costs/Fines.** Neither party shall be responsible for any cost; fee; fine; penalty; or direct, indirect, special, incidental, or consequential damages incurred or suffered by the other in connection with or resulting from its obligations under this Contract under any circumstances.
- 5.10. **In-Kind Services.** Unless expressly provided herein, this Contract does not authorize any in-kind services by either Party.
- 5.11. **Letter of Agency.** The County shall be responsible for drafting and having executed a Letter of Agency with the applicable and necessary entities for the provision of Deliverables under this Contract, i.e., the provision of E9-1-1 Services and System pursuant to federal and state law and this Contract.
- §6. **CONTRACTOR'S WARRANTIES AND ASSURANCES**
- 6.1. **Full Knowledge of Contract Expectations.** Contractor warrants that before submitting its Proposal and/or entering into this Contract, it had a full opportunity to review all County requirements and/or expectations for this Contract. Contractor is responsible for being adequately and properly prepared to execute this Contract. Contractor has satisfied itself in all material respects that it will be able to perform the Contract as specified herein.
- 6.2. **Complete and Accurate Representations.** Contractor certifies that, to the best of its knowledge and belief, all statements, assurances, records, and materials submitted to the County in connection with seeking and obtaining this Contract have been truthful, complete, and accurate.
- 6.3. **Access to Contractor Policies.** If the Parties agree in this Contract to follow any Contractor policies, such as acceptable use or privacy policies, then Contractor shall retain each version of such policies and the effective dates and shall promptly provide such to the County, if requested.
- 6.4. **Grant Compliance.** If any part of this Contract is supported or paid for with any State, federal, or other third-party funds granted to the County, then Contractor shall comply with all applicable grant requirements. Upon request of Contractor, the County shall provide Contractor with a copy of the applicable grant requirements.
- 6.5. **Contractor Incidental Expenses.** Except as otherwise expressly provided in this Contract, Contractor shall be solely responsible and liable for all costs and expenses associated or needed to perform this Contract, including, but not limited to, any professional dues, association fees, license fees, fines, taxes, and penalties.

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- 6.6. **Equipment and Supplies.** Contractor is responsible for providing all equipment and supplies to perform this Contract, which are not expressly required to be provided by the County.
- 6.7. **Contractor Employees.**
- 6.7.1. **Number and Qualifications of Contractor Employees.** Contractor shall employ and assign qualified Contractor Employees as necessary and appropriate to perform this Contract. Contractor shall require all Contractor Employees to have the knowledge, skill, and qualifications to perform this Contract and to possess any necessary contractor licenses, permits, certificates, and governmental authorizations as may be required by law to perform Contractor's responsibilities under this Contract.
- 6.7.2. **Control and Supervision of Employees.** Both Contractor and County shall solely control, direct, and supervise all its own employees under this Contract. Each party will be solely responsible for and fully liable for the conduct and supervision of its own employees.
- 6.7.3. **Removal or Reassignment of Personnel at the County's Request.** Contractor shall remove a Contractor Employee performing work under this Contract at the County's request provided that the County's request is based on legitimate, good-faith reasons. Replacement personnel for the removed person must be fully qualified for the position. If the removal of a Contractor Employee results in an unanticipated delay, which is attributable to the County, then this delay shall not be considered a breach of the Contract and the terms and conditions of this Contract effected by the removal will be adjusted accordingly.
- 6.7.4. **Contractor Employee Identification.** If requested by the County, Contractor Employees shall wear and display appropriate County-provided identification at all times while working on County premises. Contractor shall return all County-provided identification upon completion of Contractor's obligations under this Contract.
- 6.7.5. **Background Checks.** Contractor affirms that it checks the criminal records of all Contractor Employee applicants for felony convictions and misdemeanor convictions involving a violent act or threat of violence within the seven (7) years prior to employment, where permitted by law; however, at the County's request, in addition to Contractor's background check, Contractor Employees performing work under this Contract shall be subject to a background check by the County. The scope of the County's background check is at the discretion of the County in accordance with applicable laws and the results will be used to determine Contractor Employee's eligibility to perform work under this Contract. Any request for background checks will be initiated by the County and will be reasonably related to the type of work requested. Contractor will not under any circumstances agree to waive the rights of Contractor Employees. Unless otherwise protected by law, Contractor and Contractor Employees shall provide all information or documents necessary to perform the background check. The County acknowledges the sensitive nature of background check results, related records, and personally identifiable information; therefore, to the extent permitted by law, such information will be treated as Confidential Information to be

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protected and not disclosed. County certifies that it will secure and protect the background check results, related records, and personally identifiable information revealed from such background check in the same manner it protects this information of County Agents.

- 6.7.6. **Compliance with County Security Policies and Use Policies.** Contractor shall require all Contractor Employees to comply with the County's security and acceptable use policies for County property (tangible and intangible), equipment, resources, facilities, and systems. Upon request, the County shall provide such policies to Contractor.
- 6.7.7. **Employee Expenses.** All Contractor Employees shall be employed at Contractor's sole expense (including employment-related taxes and insurance). All County Agents shall be employed at the County's sole expense (including employment-related taxes and insurance). Contractor and the County shall require that all Contractor Employees and County Agents comply with and adhere to the terms of this Contract to the extent they apply to performance of the work under the Contract. Contractor and County shall be respectively liable for all applicable Contractor Employees and County Agents' federal, state, or local payment withholdings or contributions and/or all Contractor Employee and County Agent related pension or welfare benefits plan contributions under federal or state law. Contractor shall indemnify and hold the County harmless for all Claims against the County by any Contractor Employee, arising out of any contract for hire or employer-employee relationship between Contractor and any Contractor Employee including, but not limited to, Worker's Compensation, disability pay, or other insurance of any kind.
- 6.7.8. **Contractor's Compliance with the Patient Protection and Affordable Care Act.** If Contractor is subject to the Patient Protection and Affordable Care Act ("ACA"), PL 111-148, 124 Stat 119, then Contractor shall ensure that all Contractor Employees, under assignment to the County, and their dependents, as defined by the ACA, are provided with or have access to insurance as required by the ACA. If Contractor is subject to the ACA, Contractor warrants it offers group health coverage to Contractor Employees and their dependents that is affordable, that provides minimum essential coverage and value, and that each offer of coverage meets the timing requirements of the ACA. Contractor warrants, whether or not it is subject to the ACA, that it will pay all applicable fees, taxes, or fines, as set forth in the employer mandates of the ACA under Tax Code §4980H and related regulations for any Contractor Employee, whether the fee, tax, or fine is assessed against the Contractor or the County.
- 6.8. **Acknowledgment of Independent Contractor Status.**
- 6.8.1. **Independent Contractor.** Nothing in this Contract is intended to establish an employer-employee relationship between the County and Contractor or any of their respective employees. In no event, shall Contractor Employees or County Agents be deemed employees, agents, volunteers, or subcontractors of the other Party. Contractor and the County shall respectively ensure that Contractor Employees and County Agents are apprised of their status as independent contractors and the limitations of this status.

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- 6.8.2. **Employee Representations.** Neither Contractor or Contractor Employees nor the County or County Agents shall represent themselves as employees of the other Party.
- 6.8.3. **Benefits and Plans.** Neither Contractor or Contractor Employees nor the County or County Agents shall be entitled to participate in any employee benefit plans and programs of the other Party, including but not limited to, retirement, deferred compensation, insurance (including without limitation, health, disability, dental, and life), and vacation pay. This limitation includes access to benefit plans and programs that are not described by a written plan.
- 6.8.4. **Reliance.** Both Contractor and the County entered into this Contract in reliance of the representations made by the other regarding its understanding of the role of independent contractors, its stated relationship to its respective employees, and other representations the Contractor and the County have made regarding the management and performance oversights of both Contractor Employees and County Agents.
- 6.9. **Permits and Licenses.** Except for those licenses and permits described above as the County's responsibility, Contractor shall be responsible for obtaining and maintaining, throughout the term of this Contract, all licenses, permits, certificates, governmental authorizations, and business/professional licenses necessary to perform this Contract. Upon request by the County, Contractor shall furnish copies of any permit, license, certificate, or governmental authorization necessary to perform this Contract.
- 6.10. **E-Verify.** In accordance with Miscellaneous Resolution No.09116 (BOC Minutes, July 30, 2009, pp 37-38), unless otherwise exempted, all service contractors who wish to contract with the County to provide services must first certify they have registered with, will participate in, and continue to utilize, once registered, the E-Verify Program (or any successor program implemented by the federal government or its departments or agencies) to verify the work authorization status of all newly hired employees employed by the Contractor. Breach of this term or condition is considered a material breach of this Contract. Contractor's execution of this Contract constitutes a certification that they are authorized to certify on behalf of Contractor and do hereby certify on behalf of Contractor that the Contractor has registered with, has and will participate in, and does and will continue to utilize once registered and throughout the term of this Contract and any permissible extension hereof, the E-Verify Program (or any successor program implemented by the federal government or its departments or agencies) to verify the work authorization status of all newly hired employees employed by the Contractor.
- 6.11. **Iran-Linked Business Certification.** Contractor certifies that it is not an Iran-Linked Business. Contractor further certifies that it was not an Iran-Linked Business at the time it submitted its Proposal for this Contract. Contractor must promptly notify the County, if Contractor becomes an Iran-Linked Business at any time during this Contract.
- 6.12. **Taxes.**
- 6.12.1. **Contractor Taxes.** Contractor shall collect and pay its local, state, and federal taxes, including but not limited to, all employment taxes, sales taxes, personal property taxes, and

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- real property taxes. The County shall not be liable to or required to reimburse Contractor for any local, state, or federal tax of any kind.
- 6.12.2. **County Tax-Exempt.** The County is exempt from state and local sales tax, personal property tax, and real property tax. Prices under this Contract shall not include taxes, unless the County is not tax-exempt for a specific Deliverable. Exemption certificates for sales tax will be furnished upon request.
- 6.13. **Equipment Warranty.** For one year after Beneficial Use is reached, or eighteen (18) months after the Deployment of all Deliverables, whichever is sooner ("Warranty Period"), Contractor warrants that the Equipment provided by Contractor under normal use and service will be free from material defects in materials and workmanship. Beneficial Use cannot be extended if a delay, outside the control of Contractor, renders the County unable to exercise Beneficial Use of the Deliverables.
- 6.14. **Software Warranty.** Unless otherwise stated in the Software License Agreement (Exhibit III), during the Warranty Period, Contractor warrants the software in accordance with the warranty terms set forth in the Software License Agreement from the date of Beneficial Use, or the date of the Deployment of all Deliverables. Beneficial Use cannot be extended if a delay, outside the control of the Contractor, renders the County unable to exercise Beneficial Use of the Deliverables. TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERCEDES THE SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.
- 6.15. **Exclusions to Equipment and Software Warranties.** The warranties set forth in 6.13 and 6.14 do not apply to: (i) defects or damage resulting from: use of the Deliverables in other than their normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Contractor; County's failure to comply with all applicable industry and OSHA standards; (ii) Deliverables that have had the serial number removed or made illegible; (iii) batteries (because they carry their own separate limited warranty) or consumables; (iv) freight costs to ship Deliverables to the repair depot; (v) scratches or other cosmetic damage to Deliverable surfaces that does not affect the operation of the Deliverables; and (vi) normal or customary wear and tear.
- 6.16. **Service Warranty.** During the Warranty Period, Contractor warrants that the services will be provided in a good and workman like manner and will conform in all material respects to the applicable statement of work contained in Exhibit II. Services will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the services are completed.

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- 6.17. **Warranty Claims.** To assert a warranty claim, the County must notify Contractor in writing of the claim within thirty (30) Days of the expiration of the Warranty Period. Upon receipt of this notice, Contractor will investigate the warranty claim. If this investigation confirms a valid Equipment or Software warranty claim, Contractor will (at its option and at no additional charge to County) repair the defective Equipment or Contractor Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Contractor Software. These actions will be the full extent of Contractor's liability for the warranty claim. In the event of a valid Services warranty claim, County's sole remedy is to require Contractor to re-perform the non-conforming service or to refund, on a pro-rata basis, the fees paid for the non-conforming service. Repaired or replaced product is warranted for the balance of the original applicable Warranty Period. All replaced products or parts will become the property of Contractor. Costs for shipping of replacement Equipment during Warranty Period shall be paid by Contractor.
- 6.18. **Original End User is Covered.** These express limited warranties are extended by Contractor to the County and are not assignable or transferable.
- 6.19. **DISCLAIMER OF OTHER WARRANTIES.** THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE DELIVERABLES AND CONTRACTOR SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.
- 6.20. **Response to Legal Request for County Data.** If the County receives a Court Order, a Freedom of Information Act (FOIA) request, or other legal request to provide County Data held by Contractor, but not also held by the County, then, upon timely request by the County to Contractor, Contractor shall provide County Data to the County, in a format directed by the County, within the time frame required by law.
- §7. **LIABILITY**
- 7.1. **Contractor Indemnification.** Contractor shall indemnify, defend, and hold the County harmless from all Claims incurred by or asserted against the County by any person or entity, which are alleged to have been caused directly or indirectly from the acts or omissions of Contractor or Contractor's Employees while performing their duties under this Contract. Such indemnification obligation only exists if County gives Contractor written notice, within ten (10) Business Days of written receipt of a Claim and cooperates with Contractor in its defense or settlement of the Claim. Notwithstanding the above, Contractor, Contractor Employees, the County and County Agents do not waive and are entitled to the immunity protections granted under the Next Generation 9-1-1 Advancement Act of 2012 and Michigan Public Act 32 of 1986, MCL § 484.1604. The foregoing indemnification obligation is inapplicable if Contractor would be entitled to immunity if the Claim were brought against Contractor directly, except for costs incurred by the County in defense of a Claim. This section sets forth the full extent of Contractor's general indemnification of

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County from liabilities that are in any way related to Contractor's performance under this Contract.

- 7.2. **No Indemnification from the County.** Contractor shall have no rights against the County for indemnification.
- 7.3. **Patent and Copyright Infringement.**
- 7.3.1. Contractor will defend at its expense any suit brought against the County to the extent it is based on a third-party claim alleging that the Deliverables manufactured by Contractor or the Contractor Software ("Contractor Product") directly infringes a patent or copyright ("Infringement Claim"). Contractor's duties to defend and indemnify are conditioned upon: County promptly notifying Contractor in writing of the Infringement Claim; Contractor having sole control of the defense of the suit and all negotiations for its settlement or compromise; and County providing to Contractor cooperation and, if requested by Contractor, reasonable assistance in the defense of the Infringement Claim. In addition to Contractor's obligation to defend, and subject to the same conditions, Contractor will pay all damages finally awarded against the County by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Contractor in settlement of an Infringement Claim.
- 7.3.2. If an Infringement Claim occurs, or in Contractor's opinion is likely to occur, Contractor may at its option and expense: (a) procure for the County the right to continue using the Contractor Product; (b) replace or modify the Contractor Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Contractor Product and grant the County a credit for the Contractor Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.
- 7.3.3. Contractor will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Contractor Product with any software, apparatus or device not furnished by Contractor; (b) the use of ancillary equipment or software not furnished by Contractor and that is attached to or used in connection with the Contractor Product; (c) Contractor Product designed or manufactured in accordance with the County's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Contractor Product by a party other than Contractor; (e) use of the Contractor Product in a manner for which the Contractor Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by the County to install an enhancement release to the Contractor Software that is intended to correct the claimed infringement. In no event will Contractor's liability resulting from its indemnity obligation to the County extend in any way to royalties payable on a per use basis or the County's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Contractor from the County from sales or license of the infringing Contractor Product.

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- 7.3.4. This Section 7.3 provides the County's sole and exclusive remedies and Contractor's entire liability in the event of an Infringement Claim. The County has no right to recover and Contractor has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim.
- 7.4. **Limitation of Liability.** Except for Claims resulting in personal injury or death, Contractor's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed Five Million Dollars (\$5,000,000). ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT NEITHER PARTY WILL BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS CONTRACT, THE SALE OR USE OF THE DELIVERABLES OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY CONTRACTOR PURSUANT TO THIS CONTRACT. This limitation of liability provision survives the expiration or termination of the Contract and applies notwithstanding any contrary provision.
- §8. **CONTRACTOR PROVIDED INSURANCE.** At all times during this Contract, Contractor shall obtain and maintain insurance according to the specifications listed in Exhibit I.
- §9. **INTELLECTUAL PROPERTY AND CONFIDENTIALITY**
- 9.1. **Contractor Use of Confidential Information/County Data.** This Section 9.1 is subject to the Michigan Freedom of Information Act (§ 15.231 et seq.). Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this Contract. During the term of this Contract and for a period of three (3) years from the expiration or termination of this Contract, Recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must be directly involved with the Confidential Information for the purpose of this Contract; (iii) not copy, reproduce, reverse engineer, de-compile or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Contract; and (vi) only use the Confidential Information as needed to fulfill this Contract.

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Recipient is not obligated to maintain as confidential, Confidential Information that Recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this Contract; (ii) is explicitly approved for release by written authorization of Discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the Recipient prior to such disclosure; or (v) is independently developed by Recipient without the use of any of Discloser's Confidential Information or any breach of this Contract.

All Confidential Information remains the property of the discloser and will not be copied or reproduced without the express written permission of the Discloser, except for copies that are absolutely necessary in order to fulfill this Contract. Within ten (10) days of receipt of Discloser's written request, Recipient will return all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Contract. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Contract. The Discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Contract.

- 9.2. **Contractor Use of County Licensed Software.** In order for Contractor to perform this Contract, the County may permit Contractor or Contractor Employees to access certain Software licensed to the County. Contractor or Contractor Employees shall not transfer, remove, use, copy, or otherwise provide or make available any such Software or documentation to any other person or entity, for any purpose, without the prior written consent of the County and/or the licensor. Furthermore, neither Contractor nor Contractor Employee shall produce a source listing, decompile, disassemble, or otherwise reverse engineer any copyrighted Software. Neither Contractor nor Contractor Employee shall use any Software contrary to the provisions of any applicable software license agreement or state or federal law. County is solely responsible for obtaining the required consent and paying applicable fees of its licensors to allow Contractor or its Employees access such software.
- 9.3. **Assignment of Rights.** Each party owns and retains all of its proprietary rights that exist on the Effective Date. Contractor owns and retains all proprietary rights that are developed, originated, or prepared in connection with providing the Deliverables or services to County, and this Contract does not grant to County any shared development rights. At Contractor's request and expense, County will execute all papers and provide reasonable assistance to Contractor to enable Contractor to establish the proprietary rights. Unless otherwise explicitly stated herein, this Contract does not restrict a party concerning its own proprietary rights and is not a grant (either directly or by implication, estoppel, or otherwise) of a party's proprietary rights to the other party.

County acknowledges that Contractor may use and/or provide County with access to proprietary materials and derivative proprietary materials. The proprietary materials and

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the derivative proprietary materials are the sole and exclusive property of Contractor and Contractor retains all right, title and interest in and to the proprietary materials and derivative proprietary materials.

- 9.4. **Use of County Data.** If Contractor uses or possesses County Data in the performance of this Contract, then the following provisions contained in this subsection apply:
- 9.4.1. **Implementation of Security Measures.** Contractor shall implement and maintain appropriate administrative, technical, and organizational security measures to safeguard against unauthorized access, disclosure, or theft of County Data. Such measures shall be in accordance with security industry best practice and not less stringent than the measures Contractor applies to its own confidential data of similar kind. Contractor warrants it follows security industry best practices.
- 9.4.2. **Unauthorized Access/Disclosure or Theft of County Data.** Contractor shall promptly notify County in the event of unauthorized access, disclosure, or theft of County Data. Contractor shall take commercially reasonable measures to address a security breach in a timely manner to secure County Data.
- 9.4.3. **Storage of County Data.** Contractor shall only store and process County Data at and from data centers located within the United States. Contractor shall not and shall not permit Contractor Employees to store County Data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. Contractor shall permit its Contractor Employees to access County Data remotely only as required to provide technical support.
- 9.4.4. **Obligations upon Expiration, Termination or Cancellation of Contract.** At the County's sole discretion, upon expiration, termination, or cancellation of this Contract, Contractor shall return County Data in a mutually agreeable format in a prompt and orderly manner or provide for the secure disposal of County Data as directed by County.

§10. GENERAL TERMS AND CONDITIONS

- 10.1. **Access to County Property or Facilities.** As set forth in this Contract, Contractor has access to and the right to use County property and facilities necessary to perform this Contract. Unless otherwise provided in this Contract or Contractor receives prior written permission from the County's Director of Facilities Management or successor, Contractor may only access and use County property and facilities for performance of this Contract on Business Days.
- 10.2. **Signs on County Property or Facilities.** Contractor shall not place any signs or advertisements on County property or facilities without the prior written permission of the County's Director of Facilities Management or successor.
- 10.3. **Use of County Property or Facilities.** While performing this Contract, Contractor shall keep County property or facilities and anything stored thereon in a clean, safe, and healthful condition and shall keep the property and facilities in a manner that will not prevent or

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interfere with the County's performance of its functions. Contractor disclaims any and all responsibility for the actions or omissions of third parties.

- 10.4. **Removal of Contractor Personal Property.** At the expiration or termination of this Contract, Contractor shall leave County property or facilities in the same condition that Contractor found them, and clean of all rubbish, except for authorized alterations or damage and rubbish caused by third parties. Contractor shall remove all of its personal property within thirty (30) Days of expiration or termination of this Contract. Unless otherwise agreed, if Contractor does not remove its personal property within the thirty (30) Day period, then the County shall dispose of it and bill Contractor for any costs associated with the removal and disposal.
- 10.5. **Damage to County Property or Facilities.** Contractor shall be responsible for tangible property damage to any County property or a facility that is caused directly or indirectly from the acts or omissions of Contractor or Contractor Employees while performing its responsibilities. If damage occurs, the County shall make the necessary repairs and/or replacements or cause a third party to make the necessary repairs or replacements, provided, however, that Contractor shall reimburse the County for all reasonable and verifiable costs associated with repairing and/or replacing the damaged property or facilities.
- 10.6. **Damage to Contractor Property.** Contractor shall be solely liable and responsible for any property loss or damage resulting from fire, theft, or other means to Contractor's personal property located, kept, or stored on or at County property or facilities during performance of this Contract.
- 10.7. **County's Right to Suspend Contract Performance.** Upon written notice, the County may require Contractor to suspend performance of this Contract if Contractor has failed to comply with federal, state, or local laws or any requirements contained in this Contract. The right to suspend performance of this Contract is in addition to the County's right to terminate and/or cancel this Contract. The County shall incur no penalty, expense, or liability to Contractor if the County suspends performance of this Contract under this Section.
- 10.8. **Discrimination.** Contractor shall not discriminate against any employee or applicant for employment in violation of state or federal law.
- 10.9. **Conflict of Interest.** Pursuant to Public Act 317 and 318 of 1968, as amended (MCL 15.301, et seq. and MCL 15.321, et seq.), no contracts shall be entered into between the County and any County Agent. To avoid any real or perceived conflict of interest, Contractor shall identify any Contractor Employee or relative of Contractor's Employees who are presently employed by the County. Contractor shall give the County notice if there are any County Agents or relatives of County Agents who are presently employed by Contractor.
- 10.10. **Access and Records.** Contractor will maintain accurate books and records in connection with performance of this Contract for thirty-six (36) months after the end of this Contract.

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Upon request, Contractor shall provide the County with reasonable access to only those books and records directly pertinent to the Contract. Under no circumstance will Contractor be required to disclose any Contractor Employee personally identifiable information or information related to Contractor's costs in providing the Deliverables, and information used to establish County's pricing.

- 10.11. **Audit.** The County or an independent auditor hired by the County may perform contract audits (in its sole discretion) and shall have the authority to access all directly pertinent records and data and to interview any Contractor Employee working on the Contract during the term of this Contract and for a period of three years after final payment. County acknowledges and will ensure that any independent auditor acknowledges that during the course of the audit, Confidential Information and other Proprietary Information of the Contractor or Contractor Employees that is not directly pertinent to this Contract may be exposed. County agrees and will require independent auditor to agree not to consider or disclose such information. Contractor shall explain any audit findings, questioned costs, or other Contract compliance deficiencies to the County within thirty (30) Business Days of receiving the draft audit report. Contractor's written response shall include all necessary documents and information that refute the draft audit report and an action plan to resolve the audit findings. A copy of Contractor's response will be included in the final report. Failure by Contractor to respond in writing within thirty (30) Business Days shall be deemed acceptance of the draft audit report and will be noted in the final report.
- 10.12. **Assignments/Delegations/Subcontracts.**
- 10.12.1. **Prior Written Consent Required.** Except by operation of law, neither Party may assign, delegate, or subcontract any of its duties, obligations, or rights under this Contract without the prior written consent of the other Party; provided, however, Contractor may assign this Contract to an affiliate or subsidiary as long as the affiliate or subsidiary is adequately capitalized and can provide adequate written assurances to the County that the affiliate or subsidiary can perform this Contract. The County may reasonably withhold consent, if the County determines that the assignment, delegation, or subcontract would impair performance of this Contract or the County's ability to recover damages under this Contract. Contractor shall also provide the County with adequate information to allow the County to make a determination regarding the assignment, delegation, or subcontract.
- 10.12.2. **Flow Down Clause Required.** Any assignment, delegation, or subcontract by Contractor must include a requirement that the assignee, delegee, or subcontractor will comply with the terms and conditions of this Contract to the extent applicable to the subcontracted duties. The assignment, delegation, or subcontract shall in no way diminish or impair performance of any term or condition of this Contract.
- 10.12.3. **Contractor Responsibility for Subcontractors.** If Contractor subcontracts this Contract, in whole or in part, Contractor shall remain the sole point of contact regarding all matters under this Contract and shall remain liable for performance of this Contract. Contractor is solely responsible for the management of subcontractors.

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- 10.12.4. **Performance Required.** If a subcontractor fails to perform as required under this Contract, Contractor shall contract with another entity for such performance. Any additional costs associated with securing another subcontractor shall be the sole responsibility of Contractor.
- 10.13. **Non-Exclusive Contract.** This Contract is a non-exclusive agreement. No provision in this Contract limits or is intended to limit, in any way, Contractor's right to offer and provide its services to the general public, other business entities, municipalities, or governmental agencies during or after the term of this Contract. Similarly, the County may freely engage other persons to perform the same work that Contractor performs. Except as provided in this Contract, this Contract shall not be construed to guarantee Contractor or any Contractor Employee any fixed or certain number of Deliverables.
- 10.14. **No Third-Party Beneficiaries.** Except as provided for the benefit of the Parties, this Contract does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to be indemnified, right to be subrogated to the Parties' right in this Contract, or any other right in favor of any other person or entity.
- 10.14.1. **Survival of Terms and Conditions.** The following terms and conditions shall survive and continue in full force beyond the termination or cancellation of this Contract (or any part thereof) until the terms and conditions are fully satisfied or expire by their nature: **Section 1.** Contract Definitions, **Section 5.** Scope of Deliverables and Financial/Payment Obligations, **Section 6.** Contractor's Warranties and Assurances, **Section 7.** Liability, **Section 8.** Contractor Provided Insurance, **Section 9.** Intellectual Property and Confidentiality, and **Section 10.** General Terms and Conditions.
- 10.15. **Reservation of Rights.** This Contract does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, or other legal right, privilege, power, obligation, duty, or immunity of the County.
- 10.16. **Compliance with Laws.** Both parties shall comply with all applicable federal, state, and local laws, statutes, ordinances, regulations, insurance policy requirements, and requirements applicable to its activities under this Contract. Both parties will be responsible for their respective obligations to comply with rules and regulations promulgated by the FCC or other governmental body related to the operation of the 911 system. Each party disclaims any and all liability for such compliance obligations of the other party.
- 10.17. **Force Majeure.** Notwithstanding any other term or condition of this Contract, neither Party shall be liable for failure to perform contractual duties or obligations caused by events beyond their reasonable control, including but not limited to: (a) acts of public enemies; (b) natural disasters; (c) terrorism; (d) war; (e) insurrection or riot; (f) natural disasters; (g) strikes, lockouts, work stoppages, or other labor difficulties; (h) compliance with law; or (i) an act of a governmental entity. Reasonable notice shall be given, but in no event later than thirty (30) days, to the affected Party of such event.

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10.18. **Notices.**

10.18.1. **Written Notice.** All notices required under this Contract shall be in writing. Notices shall be effective: (a) the next Business Day, if personally delivered; (b) the third Business Day, if sent by U.S. mail, postage prepaid, return receipt requested; (c) the next Business Day, if sent by a nationally recognized overnight express courier with a reliable tracking system; or (d) the next Business Day with a receipt of confirmation, if sent by e-mail or fax.

10.18.2. **Notice to Contractor.** Unless otherwise specified, Notice to Contractor shall be addressed to the Contract Administrator listed on the first page of this Contract.

10.18.3. **Notice to County.** Unless otherwise specified herein, Notice to the County shall be addressed to Purchasing, the County Project Manager (if applicable), and the County Contract Administrator(s) listed on the first page of this Contract.

10.19. **Captions.** Section and subsection numbers, captions, and any index to sections or subsections contained in this Contract are intended for the convenience of the reader and are not intended to have any substantive meaning and shall not be interpreted to limit or modify any substantive provisions of this Contract. In this Contract, for any noun or pronoun, use of the singular or plural form, use of the nominative, possessive, or objective case, and any reference to gender (masculine, feminine, and neuter) shall mean the appropriate form, case, or gender as the context requires.

10.20. **Waiver.** Waiver of any term or condition under this Contract must be in writing and notice given pursuant to this Contract. No written waiver, in one or more instances, shall be deemed or construed as a continuing waiver of any term or condition of this Contract. No waiver by either Party shall subsequently affect its right to require strict performance of this Contract.

10.21. **Cumulative Remedies.** Except as otherwise specified, a Party's exercise of any remedy shall not preclude the exercise of any other remedies, all of which shall be cumulative. A Party shall have the right, in its sole discretion, to determine which remedies are to be exercised and in which order.

10.22. **Severability.** If a court of competent jurisdiction finds a term or condition of this Contract to be illegal or invalid, then the term or condition shall be deemed severed from this Contract. All other terms or conditions shall remain in full force and effect.

10.23. **Dispute Resolution.** All disputes arising under or relating to the execution, interpretation, performance, or nonperformance of this Contract involving or affecting the Parties may first be submitted to the respective Project Manager (if applicable) and Contract Administrators for possible resolution.

10.24. **Governing Laws/Consent to Jurisdiction and Venue.** This Contract shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Contract shall be brought in the Sixth Judicial Circuit Court of the State of Michigan, the 50th District of the State of Michigan, or the United States

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District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above. The choice of forum set forth above shall not be deemed to preclude the enforcement of any judgment obtained in such forum or taking action under this Contract to enforce such judgment in any appropriate jurisdiction.

- 10.25. **Entire Contract.** This Contract, including Exhibits, represents the entire agreement and understanding between the Parties. This Contract supersedes all other prior oral or written understandings, communications, agreements, or contracts between the Parties. The language of this Contract shall be construed as a whole according to its fair meaning and not construed strictly for or against any Party. This Contract may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. A facsimile copy or computer image, such as a PDF or tiff image, or a signature shall be treated as and shall have the same effect as an original signature. In addition, a true and correct facsimile copy or computer image of this Contract shall be treated as and shall have the same effect as an original signed copy of this document.

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EXHIBIT I INSURANCE REQUIREMENTS

During this Contract, the Contractor shall provide and maintain, at their own expense, all insurance as set forth and marked below, protecting the County against any Claims, as defined in this Contract. The insurance shall be written for not less than any minimum coverage herein specified.

Primary Coverages

Commercial General Liability Occurrence Form including: (a) Premises and Operations; (b) Products and Completed Operations (including On and Off Premises Coverage); (c) Personal and Advertising Injury; (d) Broad Form Property Damage; (e) Independent Contractors; (f) Broad Form Contractual including coverage for obligations assumed in this Contract;

\$1,000,000 – Each Occurrence Limit

\$1,000,000 – Personal & Advertising Injury

\$2,000,000 – Products & Completed Operations Aggregate Limit

\$2,000,000 – General Aggregate Limit

\$ 100,000 – Damage to Premises Rented to You (formally known as Fire Legal Liability)

Workers' Compensation Insurance with limits statutorily required by any applicable Federal or State Law and Employers Liability insurance with limits of no less than \$500,000 each accident, \$500,000 disease each employee, and \$500,000 disease policy limit.

1. ☒ Fully Insured or State approved self-insurer.
2. ☐ Sole Proprietors must submit a signed Sole Proprietor form.
3. ☐ Exempt entities, Partnerships, LLC, etc., must submit a State of Michigan form WC-337 Certificate of Exemption.

Commercial Automobile Liability Insurance covering bodily injury or property damage arising out of the use of any owned, hired, or non-owned automobile with a combined single limit of \$1,000,000 each accident. This requirement is waived if there are no company owned, hired or non-owned automobiles utilized in the performance of this Contract.

Supplemental Coverages – As Needed

1. ☒ **Professional Liability/Errors & Omissions Insurance, including Cyber Liability** (Consultants, Technology Vendors, Architects, Engineers, Real Estate Agents, Insurance Agents, Attorneys, etc.) with minimum limits of \$1,000,000 per claim and \$1,000,000 aggregate.
2. ☒ **Commercial Property Insurance.** The Contractor shall be responsible for obtaining and maintaining insurance covering their equipment and personal property against all physical damage.

General Insurance Conditions

The aforementioned insurance shall be endorsed, as applicable, and shall contain the following terms, conditions, and/or endorsements. All certificates of insurance shall provide evidence of compliance with all required terms, conditions and/or endorsements.

1. All policies of insurance shall be on a primary basis with any other insurance or self-insurance carried by the County;
2. The insurance company(s) issuing the policy(s) shall have no recourse against the County for premiums and deductibles. The workers' compensation policy shall be endorsed to provide a written waiver of subrogation in favor of the County;
3. Any and all deductibles or self-insured retentions shall be assumed by and be at the sole risk of the Contractor;
4. Contractors shall be responsible for their own property insurance for all equipment and personal property used and/or stored on County property;
5. The Commercial General Liability and Commercial Automobile Liability policies shall be endorsed to include the County of Oakland and its officers, directors, employees, appointees and commissioners as additional insured where permitted by law and policy form;
6. The Contractor shall require its contractors or sub-contractors, not protected under the Contractor's insurance policies, to procure and maintain insurance with coverages, limits, provisions, and/or clauses similar to those required in this Contract;
7. Certificates of insurance must be provided after the County's and Contractor's execution of the Contract and must bear evidence of all required terms, conditions and endorsements; and
8. All insurance carriers must be licensed and approved to do business in the State of Michigan and shall have and maintain a minimum A.M. Best's rating of A- unless otherwise approved by the County Risk Management Department.

Revised September 29, 2014

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SCOPE OF CONTRACTOR DELIVERABLES AND RESPECTIVE OBLIGATIONS OF THE PARTIES**OVERVIEW**

The purpose of this Statement of Work (SOW) is to clarify the responsibilities of CONTRACTOR and the COUNTY regarding the scope of work, responsibilities, product and service deliverables for the delivery of a Hosted Next Generation and State-of-the-Art NG 9-1-1 Call Handling system.

Summary

In an effort to improve call taker work-flow, processing speed, overall efficiency / lifespan and generally improve public safety with Next Generation technologies, the COUNTY desires to deploy a Hosted, Next Generation and state-of-the-art NG9-1-1 Call Handling System ("System"). The System includes, but is not limited to;

- Geo-Diverse and Redundant NG9-1-1 Hosted CallStation with Mapping Call Handling solution for the twenty-two (22) PSAP locations with a total of ninety-one and a half (91.5) call taking positions.
- Ability to connect to a NENA i3 compliant, customer provided ESINet and IP Network
- Installation of CONTRACTOR equipment in PFN / Customer provided Data Centers as directed. PFN to provide CONTRACTOR a full rack with power and prescribed network connectivity at each location
- SIP 9-1-1 call support with PIDF-LO and/or legacy ALI Query
- Serial Interfaces to CAD, Mapping, LTR, SMART 9-1-1 or other serial interfaces
- Call management and reporting services
- Support for ATIS standard Text to 911 services via the SIP/MSRP protocol
- Countywide data collection and reporting services on all 9-1-1 transactions
- System and component level monitoring, alarming, diagnostics and reporting services
- Basic GIS handling and loading services to support updates to the hosted Mapping capabilities in Call Handling, as mutually agreed upon by CONTRACTOR and the COUNTY.
- All-inclusive software support, updates and upgrades for the contract term. No surprise charges
- 24/7/365 Help desk, trouble ticketing and customer support services
- Installation, testing, training, maintenance and on-site support services by CONTRACTOR and Motorola Solutions Incorporated (MSI)
- Dedicated On-Site Technician employed by MSI for the first year of service
- Project management services for the planning, design, testing, installation and operation of the systems for contract term

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CONTRACTOR will provide a turnkey, all-inclusive Geo-Diverse System with tightly integrated mapping capabilities (use optional) delivered over a PFN/Customer provided, managed and monitored IP transport network. CONTRACTOR will deploy the System into PFN (Peninsula Fiber Network, LLC, a provider of Telecommunications, Transport and Broadband Services) provided co-location rack space and connect to existing legacy CAMA and ALI services to get the PSAP's converted and on-line in a host-remote configuration. The COUNTY will provide the prioritized ranking of PSAPs for the initial transition. As the ESINet functional elements are ready, CONTRACTOR will assist PFN in the transition plan from Legacy Selective Routers and ALI service to a full i3 IP compliant call handling system. CONTRACTOR in cooperation with PFN, will co-locate two (2) High Availability Call Handling and Mapping platforms in Geographically Diverse locations as directed. The PFN engineered and provided routed IP transport network will be used to ingress, route, deliver, transfer calls and ANI/ALI to the identified Twenty-Two (22) PSAP's as requested. Ninety-One (91) Full CallStation positions and one (1) phone only SipStation Position will be deployed as required (see attached drawings). CONTRACTOR will only provide the hardware, software and services associated with the applicable System along with the COUNTY requested changes identified in this SOW, Exhibit V and Exhibit VI. The COUNTY also requested a price quotation to expand the system to accommodate One Hundred (100) additional concurrent users.

In addition, the System shall deliver a solution that:

- Is designed to industry standard(s) including the NENA i3 with on-going support and known total cost of ownership for the desired contract term.
- Pricing is set assuming enterprise wide participation of at least the Twenty-Two (22) PSAP's identified. More can easily be added as needed.
- Provides a redundant and highly available NG9-1-1 Call Handling platform that is designed to support core i3 functionality, both now and in the future.
- Is remotely monitored, secure, resilient, and engineered to be resistant to cyber-attack and penetration
- Provides the ability to monitor, manage and support the systems on a 24/7/365 basis
- Support Interim and i3 SIP/MSRP SMS Text-to-9-1-1 solutions.
- Provides increased fault tolerance, reliability, resiliency and disaster recovery through Redundant and Geo-Diverse host locations per PFN supplied data center co-location space.
- Provides clear demarcations of responsibility and accountability between the CONTRACTOR call handling, ESINet 9-1-1 call routing and IP network services via the PFN IP Network
- Provides Enterprise wide Real-Time Monitoring, Dashboard Reporting and MIS for the CONTRACTOR Call Handling application

General Assumptions and Conditions

The Pricing Detail (aka QEP Form) submitted to the COUNTY reflects the implementation of the Commercial-Off-The-Shelf (COTS) hardware (CONTRACTOR provided) as well as current

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CONTRACTOR software and other specified hardware. Modifications to standard product are provided ONLY in cases where explicit modification to COTS software / hardware is identified in the following Sections or the price list reflects specific cost for a specific function, otherwise this is not considered to be an obligation by CONTRACTOR to modify the standard deliverable software or hardware.

SYSTEM CAPABILITIES**System Capabilities Overview**

The System shall provide all of the features and capabilities necessary to receive, handle and track all types Emergency Calls including NG-911/i3, E911 (inc.

Wireless Phase 1 and 2), basic 911, and 10-digit Emergency. The System shall provide comprehensive call control capabilities such as Answer, Mute, Hold, Conference, Transfer, Release, Flash, Redial/Recall, Speed Dial, Barge, Monitor and more. In addition to basic call handling capabilities, the System includes advanced capabilities such as Mapped ALI (GIS), Automated Call Distribution (ACD) and a Management Information System (MIS). All System features are available to all Users as standard features without additional charge.

Administrative Line Integration

CONTRACTOR includes tightly integrated Administrative capabilities that support a wide variety of interface types including SIP Trunking. The 911 answering position has complete access to Administrative lines including line appearances, separate ring groups and distinctive ringing for both Administrative calls as well as 7 digit emergency calls. This proposal includes the provision of a redundant SIP trunk interface to facilitate 9-1-1 callbacks, administrative out-dials, and potentially ten digit emergency and non-emergency inbound dialing. All call handling and control features detailed above apply to Administrative as well as Emergency calls; individual features are detailed in the RFP response.

Administrative lines and positions include additional functionality such as VoiceMail and AutoAttendant capabilities.

Automated Call Distribution (ACD)

The System shall provide Automatic Call Distribution (ACD) capabilities and associated statistical reporting as an integral part of the solution. The currently supported call distribution strategies are Round Robin and Longest Idle. Calls are presented to Call Takers using a Forced Answer or Ringing presentation. Multiple Queues membership allows the customer to define whatever combination of skills and capabilities for any particular group of users is necessary. The System supports an unlimited number of queues and groups. The System includes Ready/Not-Ready states with an automated timed Not-Ready state for Call Wrap-Up.

TECHNICAL SERVICES

Installation Services

Installation services will include primary System engineering and installation services for the System. CONTRACTOR's professionally trained and certified staff will assume the lead technical role for all matters under Contract. The System services include a dedicated project manager, the Project Manager will work in conjunction with the technicians to meet all such expectations and requirements. *Details may be found in the sections below.*

Project Management Services

CONTRACTOR is the primary point of contact for all facets of project management and coordination. The assigned CONTRACTOR Project Manager assumes the lead role and facilitates all aspects of project management, contingent upon having a primary contact with the COUNTY. Services include, but are not limited to: complete project scheduling; pooling and allocation of resources; issue tracking; escalation and resolution; overall project reporting; and acting as the primary single point of contact for CONTRACTOR. Additional Project Management Services include necessary site visits. *Details may be found in the sections below.*

Training Services

CONTRACTOR will provide training directly to System end users and administrators as accounted for in pricing Exhibits V and VI. These courses will be provided at times and locations mutually agreed upon by CONTRACTOR and the COUNTY.

All course prerequisites, if any, must be satisfied prior to attending each class. Classes must be scheduled in the following order: Administrator, Call Taker/Agent, and Supervisor. Students that have attended Administrator Training do not need to attend the Agent or Supervisor classes for the same product. The maximum number of students per class is eight (8). CONTRACTOR sets class durations. Changes to the training schedule must be communicated to CONTRACTOR at least 20 days prior to the start of the first class. Any schedule changes communicated less than 20 days prior to the start of the first class may impact the overall project schedule. Unless otherwise stated, one trainer will provide up to eight (8) hours of instruction per business day during normal business hours, unless otherwise scheduled and mutually agreed. Training facilities must meet reasonable space, power, furnishing and network accessibility needs of the CONTRACTOR training staff and should be in place no later than one (1) day prior to the start of the first scheduled class.

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CONTRACTOR will provide, install, configure, make operable, and test the Equipment and Software necessary to implement Remote Monitoring. With VPN access granted by the COUNTY, CONTRACTOR factory technicians will provide 24 hour remote monitoring of virtually all components of the system as a part of the overall support plan.

CONTRACTOR shall provide Remote Monitoring services 7 days a week, 24 hours a day for the System and/or Equipment monitored. General Equipment and System alerts, as well as specific System performance thresholds established during service plan implementation, will be continually monitored by CONTRACTOR. Anytime an alert is detected or the System performance/environment exceeds a threshold limit, Remote Monitoring is automatically notified by the System. A Support Engineer reviews all alert notifications. Where it is determined a response is required, the Support Engineer will begin the diagnostic process. The Support Engineer may employ performance monitoring and other diagnostic tools to enable the interrogation of the respective site's network, including routers, switches, workstations and servers.

On-Site Support Services

CONTRACTOR will provide a technician dedicated to the needs of the COUNTY and its system users. The technician will be employed by Motorola Solutions (MSI) with all typical employment costs borne by MSI. The technician will be on-site 40 hours per week for 50 weeks during the twelve-months starting with the commencement of the ATP of the System. The technician will be a qualified and factory trained resource to capable of providing at least first-tier technical support and on-site maintenance for the System. The technician will perform any duties related to the System, including but not limited to: user coaching, training, and configuration changes. The COUNTY shall provide facilities and services to the technician required to perform his/her duties. These facilities include conditioned and furnished office space, and utilities (including Internet access). Further, the COUNTY shall cooperate with the technician to provide all information and access required for the technician to complete his/her duties.

Operational Workflow Management Procedure

The Parties shall create a mutually agree to Operational Workflow Management Procedure ("Procedure"), in writing, thirty (30) Days prior to acceptance testing of the System. This Procedure shall set forth the process of how the Parties will approach and conduct security management, incident management, problem management, and change management for all matters related to the Contract.

This Procedure shall also designate a single point of contact, including phone number(s) and e-mail addresses for all matters related to the Procedure. The single point of contact shall be available 24/7/365. The Parties anticipate that this Procedure will need to be changed or modified during this Contract. This Procedure may be changed or modified in writing upon mutual agreement of the

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Parties. When changing this procedure, the Parties do not need to amend the Contract as required by Section 3 of the Contract. If there are any conflicts between the Procedure and the Contract, the Contract shall control.

RESPONSIBILITIES**CONTRACTOR Responsibilities**

The COUNTY has elected to purchase installation, training and support services from CONTRACTOR. To facilitate installation, training and support CONTRACTOR will perform the following tasks. Tasks include, but are not limited to, those listed below, as applicable to the System.

- Assign a Project Manager for the Project
- Conduct site visits and surveys of each site and list required remediations
- Complete System design in cooperation with the COUNTY
- Procure and stage the hardware as defined herein
- Coordinate installation and project time-lines and tasks
- Install all CONTRACTOR provided hardware including servers, racks, AIU's and networking equipment
- Provide network and software configuration parameters for non- CONTRACTOR provided, COUNTY owned workstations to access the CONTRACTOR reporting and administration tools.
- Stage and enter the system data elements needed to test and deploy the solution
- Provide and update the project schedule/plan with input from the COUNTY provided information related to the schedule as to on-site visits, installs, training and testing
- Inventory, immediately upon receipt, all material and components ordered
- Unpack, place, and install all hardware as required
- Install, correctly terminate, and successfully test all infrastructure cable, and other related communications cable necessary to properly install and operate the contracted system
- Provide for the installing and testing of all site-required cabling, including any additional cabling that may be required for training
- Provide requirements for power, space, network (routers/switches, IP addresses, cabling, LAN, WAN, bandwidth, broadband connectivity), telephony (CAMA, Admin lines), data (phone line info, ring-downs, phone soft-buttons, directories/direct links, TDD messages)
- Notify the COUNTY when there are issues (installation, training, coordination) which could potentially affect the schedule
- Provide purchased training and identify training facility requirements
- Provide and perform mutually agreeable Acceptance Test Plan
- Provide cut-over and 24 hour post cut support
- Provide Remote Monitoring
- Provide 5 years of telephone and product support, updates (in support of local technicians)
- Train, provide and support a CONTRACTOR on-site technician for one year
- Coordinate orders with the LEC based on a LOA from the COUNTY

COUNTY Responsibilities

Responsibilities shall include, but are not limited to:

- Provide, on request, information, data, records and documents, and make such decisions in a prompt and timely manner as may be reasonably required by CONTRACTOR to perform under this Contract
- Use reasonable efforts to provide supporting information to aid in the solution of any problems discovered during installation, implementation or post installation phases of this project
- Provide appropriate schedule notification and facility availability for CONTRACTOR on-site services and training
- Notify and coordinate schedule changes with CONTRACTOR, which may require a Change Order or Amendment (and potentially additional charges) dependent upon the change
- Assume sole responsibility for the accuracy and completeness of COUNTY-supplied data
- Provide a dedicated 30 amp 110V power outlet for the facilities and appropriate grounding, or as determined by the site survey, for the proper operation of the emergency telephone and computer systems described herein
- Provide a routed IP network among all the PSAP and datacenter sites meeting the CONTRACTOR requirements for bandwidth and network quality as well as redundancy and failover as desired.
- Assume full responsibility for mutually approved base map file, including, but not limited to: X / Y coordinates, structure address, street centerlines, ESN boundaries, City boundaries; maintain this file and use it to update the System
- Updates to the base map file, performed by personnel designated, will be transferred to the system per CONTRACTOR instructions
- Provide the physical facilities reasonably required for the installation, testing, implementation, training and support of the System
- Provide a floor plan outlining where CONTRACTOR provided equipment is to be installed and position numbers for call taker, dispatch, and supervisor positions
- Ensure the operating environment is fully functional and meets CONTRACTOR minimum operating requirements
- Provide the applicable broadband service for the CONTRACTOR Virtual Private Network (VPN) for remote monitoring, support and troubleshooting connectivity
- Identify CAMA trunks, administrative lines and other PSTN connections in each PSAP at least 14 days prior to installation start date
- Identify two (2) ALI circuit connections in one or more PSAPs at least 14 days prior to installation start date
- Provide facility specific work and activity, including, but not limited to, construction, core drilling, grounding and any electrical or conduit needed to support the implementation
- Assist CONTRACTOR in securing any required security clearances, identification tags and other requirements for access to areas within the facility necessary for CONTRACTOR personnel to complete their project responsibilities under this agreement
- Provide connectivity to one or more network clocks.

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- Document and supply configuration information on the existing CPE
- Identify a System Administrator who will be responsible for the day-to-day operations of the system such as reports and configuration.
- Provide a direct point of contact at each PSAP and datacenter location
- Provide secure storage of and access to all Equipment prior to CONTRACTOR's arrival on site.
- If applicable, submit custom IP and computer naming conventions to CONTRACTOR at least 30 days prior to the scheduled Equipment ship date
- Assume responsibility for or contract with CONTRACTOR for the disposal of all equipment and cable being replaced by the System
- Assume responsibility for all material and services not specifically contracted through CONTRACTOR
- Anticipate and plan for configuration changes and/or fine-tuning to the various CONTRACTOR products installed once the system is placed and in use
- Assume responsibility for any COUNTY access via existing COUNTY networks to remotely accessible tools such as WebAccessory and AdminiStation.
- Provide facilities, utilities and cooperation to the on-site CONTRACTOR technician.
- Provide a Letter of Agency (LOA) to CONTRACTOR to enable direct interaction with the Local Exchange Carrier (LEC) on behalf of the COUNTY
- Contract for and maintain responsibility for any Administrative telephony services to include POTS, PRI and/or SIP Trunk services.
- Ensure all SIP Trunk services are delivered with a point of demarcation at either or both of the Datacenter locations.

This SOW does not include; historical database conversion, third-party software or hardware configuration, GIS data creation, merging or manipulation, or any other service not typically included in the standard CONTRACTOR turn-key staging and installation process.

PSAP Responsibilities

PSAPs shall provide facilities meeting the following requirements:

- Secure equipment room within the PSAP location
- 3ft x 4ft wall board space for a small wall-mount rack
- Dedicated 20 Amp/110 Volt electrical circuit and breaker
- Redundant electrical circuits for facilities with redundant network connections
- Relevant Trunk and Line demarcs within 25ft of equipment location
- Ground rod or plane within 15ft of equipment location
- HVAC to maintain temperature between 35F and 70F
- HVAC headroom to support a minimum 1700 Additional BTU/hr
- Accessible to CONTRACTOR Employees

NETWORK REQUIREMENTS

The COUNTY will contract with a third-party to provide to a network connecting the various PSAPs to the Geo-Diverse Data Centers. The network will need to meet the CONTRACTOR requirements, provided separately, for bandwidth and network quality. The provided network will need to include IP layer services including addressing and routing, to include edge routers. The routing solution will meet the failover and redundancy needs of the deployment.

Specifically, the network should provide both WAN side and LAN side redundancy protocols.

The network provider will need to supply redundant routers (where applicable) with separate copper IP Addressable Ethernet handoffs to be terminated into CONTRACTOR provided redundant Ethernet switches. The redundant router address will be provided by CONTRACTOR to all CONTRACTOR provided PSAP equipment as the default gateway. CONTRACTOR will employ Rapid Spanning Tree Protocol (rSTP) for Ethernet switch redundancy, as applicable.

To facilitate call audio quality, CONTRACTOR requires support for recognition and/or transmutation of CONTRACTOR's IP Differentiated Services (DiffServ) tags from the LAN to whatever QoS technology will be used in the WAN environment. If the WAN will not support any type of QoS, it will be advisable for the edge routers to implement a method of traffic shaping.

To accommodate the CONTRACTOR Centralized Configuration Management (CCM) system, CONTRACTOR requires DHCP forwarding (with Option 82) from the remote LANs to the CONTRACTOR CPE Host servers (unicast). The forwarding should be configured to support redundancy between the data centers.

TESTING and ACCEPTANCE

An Acceptance Test Plan (ATP) will be created by CONTRACTOR to accomplish the detailed testing of the functionality of the System components. The ATP shall describe the functional components to be tested to achieve System acceptance. Once all System components are installed and operational for this configuration, these procedures will be used to demonstrate the conformance of the hardware and applications to this SOW. The COUNTY will be responsible for execution of the ATP, with support from CONTRACTOR.

ATP Overview

A representative from CONTRACTOR and at least one COUNTY representative will perform each test within the ATP. Upon completion of each portion of the ATP, a COUNTY representative conducting the tests will sign and date each section, representing acceptance of that portion of the ATP. If any problems are detected during the execution of the ATP, a System deficiency hot list will be created to document all exceptions to the ATP based upon mutual agreement by the COUNTY and CONTRACTOR. The failure of one test will not require the entire ATP to be rerun. The interrelationship of a particular test to other features will determine the number of items to be re-

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tested under the purview of the ATP. In any event, the re-running of the ATP, or any portion of the ATP, will occur immediately after problem resolution. Upon a satisfactory correction of any and all hot list items, the COUNTY will grant "Final Test Acceptance Approval."

Hot List Resolution

Any and all identified System related deficiencies discovered during the execution of the ATP will be documented on a Punch List. Recording these items on a documented ATP acceptance form will allow the Project Managers to track any project related deficiencies and expedite a satisfactory resolution. The purpose of the System punch list is to identify and document mutually agreed- upon System deficiencies. Once the Punch List is mutually acceptable, the COUNTY will grant system acceptance using the Final System Acceptance Agreement form.

Project Closeout

Following system acceptance and completion of the Punch List Resolution, the project will be closed out. This will involve completion of all paperwork and payments.

ASSUMPTIONS

All tasks included in this SOW are estimated based on a typical level of effort for tasks of similar projects and are believed appropriate based upon the information provided by the COUNTY. During the initial project planning phase, each project task will be verified based on the estimated number of man-hours and associated task dependencies. Each of these tasks will be dependent on the appropriate resources being made available by the COUNTY. If additional hours are identified or required by the COUNTY in order to complete the project, the COUNTY Project Manager will send a request to the CONTRACTOR project manager in order to execute a Change Order or Amendment to the Contract.

Scheduling - Lead Times, Modifications, and Service Days/Hours

Services shall be provided according to staff availability and standard lead times, which average four to six weeks. Special requests shall be considered and accommodated where appropriate. Such requests include modifications to an existing schedule, less than typical lead-time for service, non-standard business days or hours of operation, and/or any other factor that may contribute to other-than-expected project-related costs. CONTRACTOR will use commercially reasonable efforts to minimize disruption to the COUNTY activities, including performing maintenance activities outside of normal business hours as resource availability allows.



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PRICING

Pricing for the Contract is listed in Exhibit V and/or Exhibit VI.

IMPLEMENTATION SCHEDULE

CONTRACTOR, in cooperation with the COUNTY, will develop a mutually acceptable implementation schedule that will be used to manage the project.

CONFIGURATION DIAGRAM

A configuration diagram of the System is provided as Attachment A and changes to this diagram will be coordinated with the COUNTY.



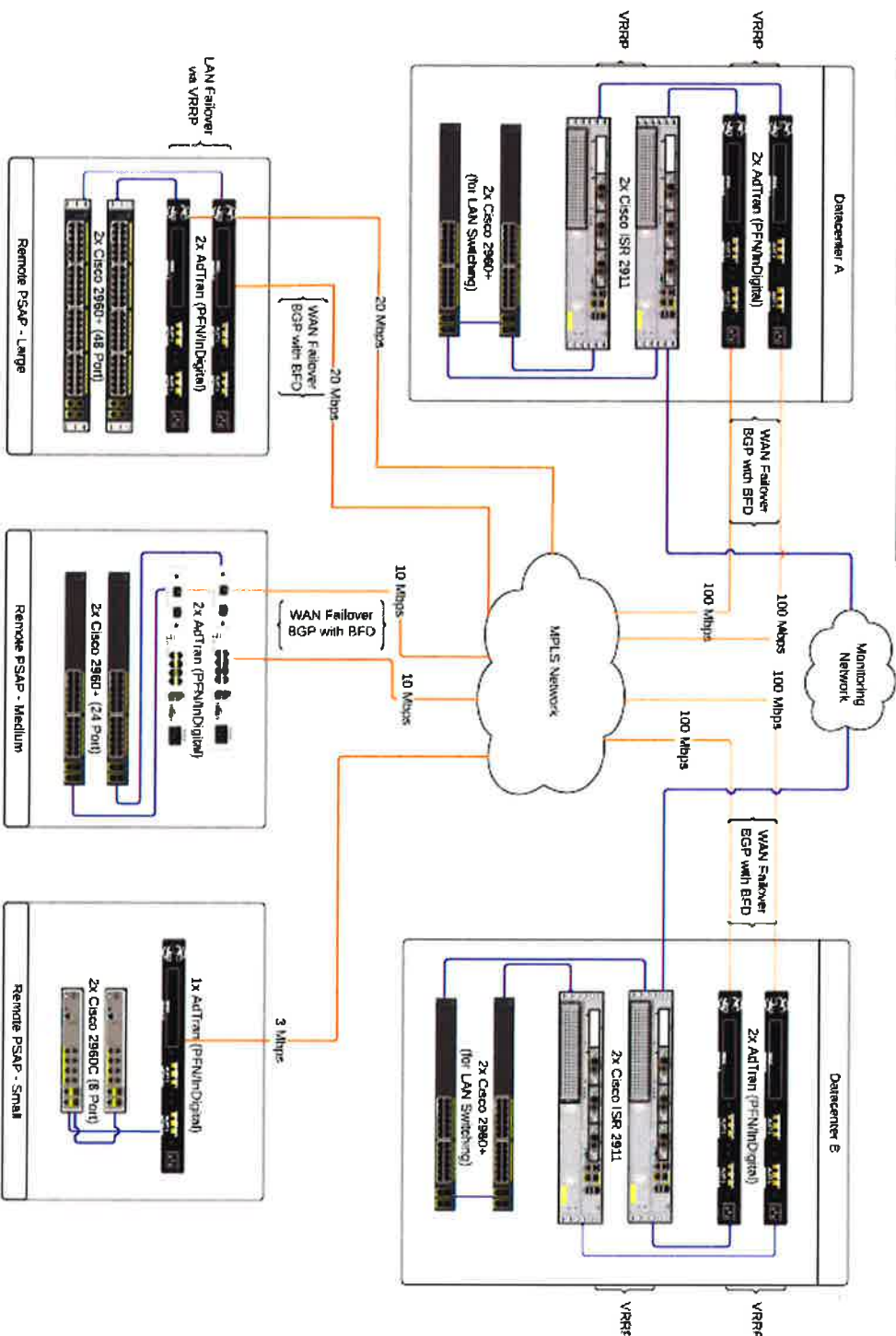
OAKLAND COUNTY EXECUTIVE, L. BROOKS PATTERSON

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Attachment A – Configuration Diagrams

MI-Oakland: Wide Area Network

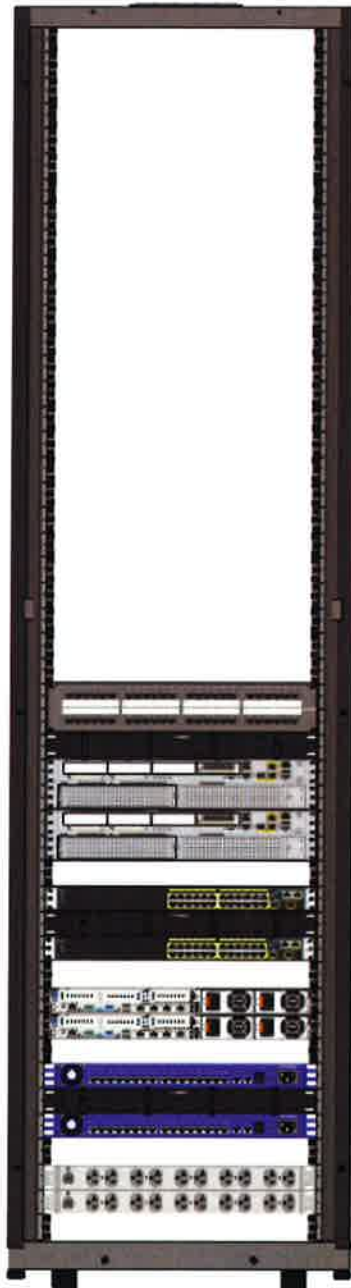


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MI-Oakland: Host Cabinet Elevation

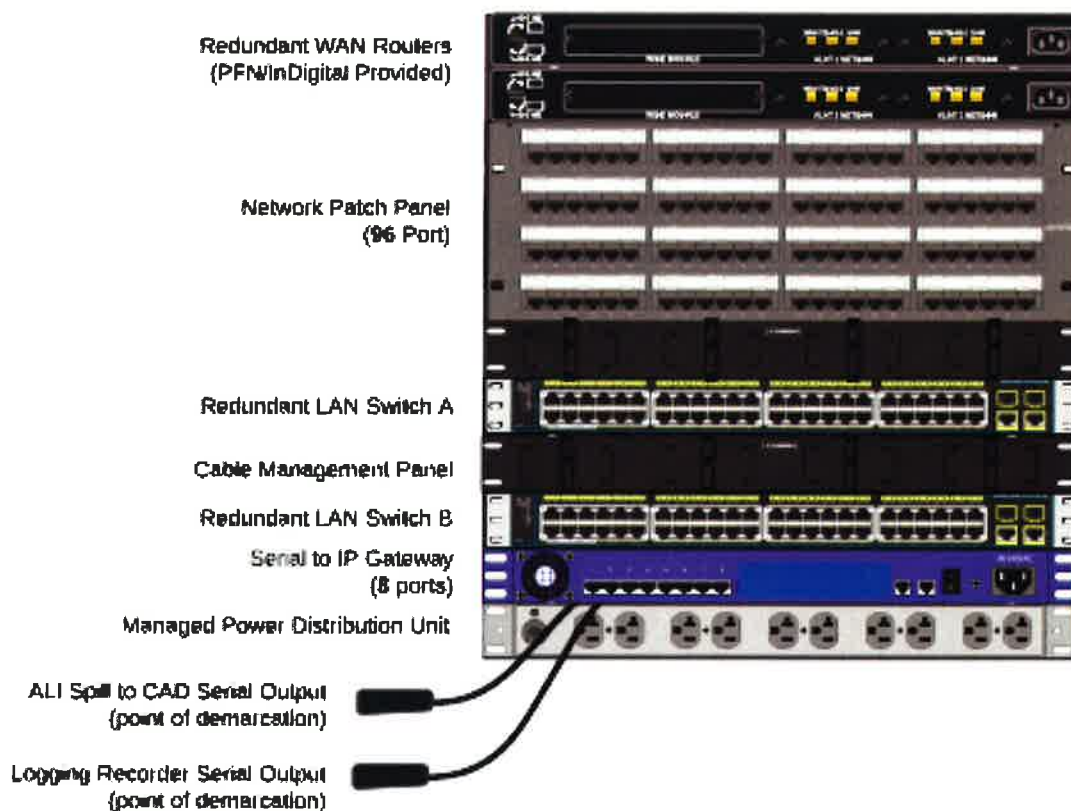
Hosted Call Handling



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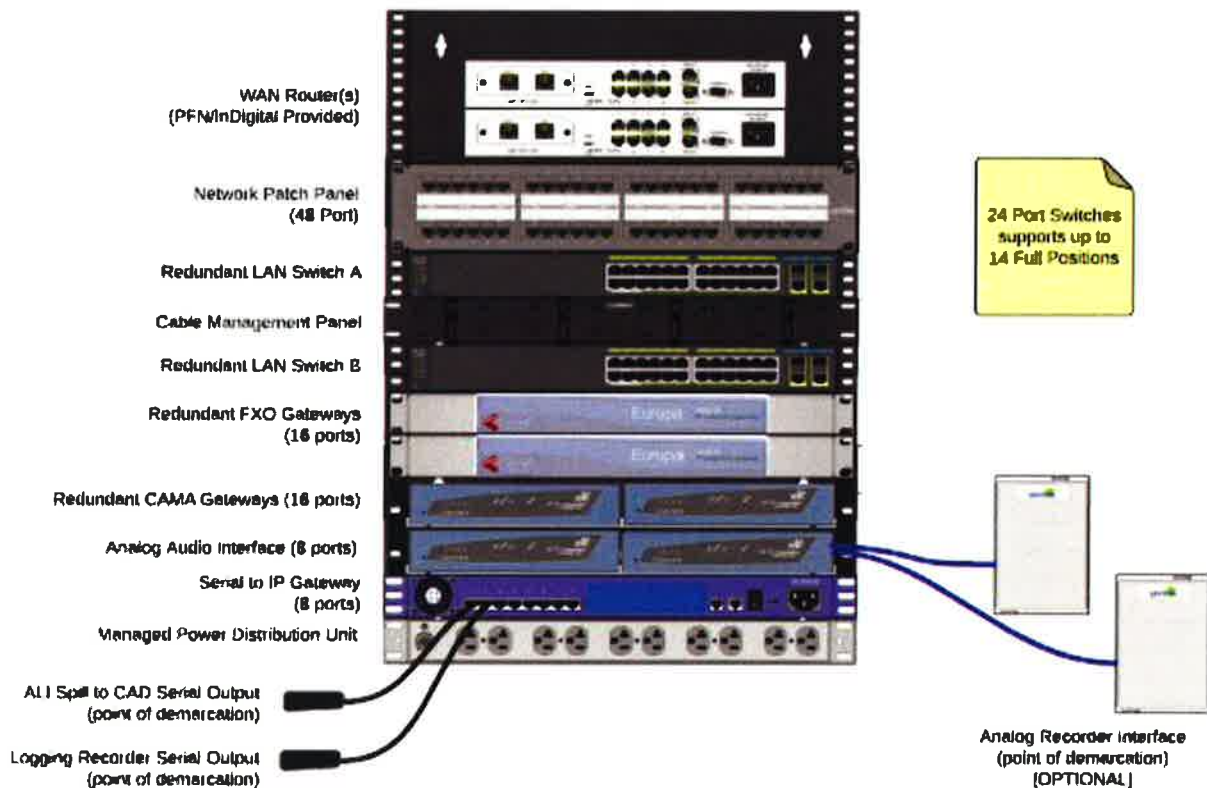
MI-Oakland: Remote PSAP - Large



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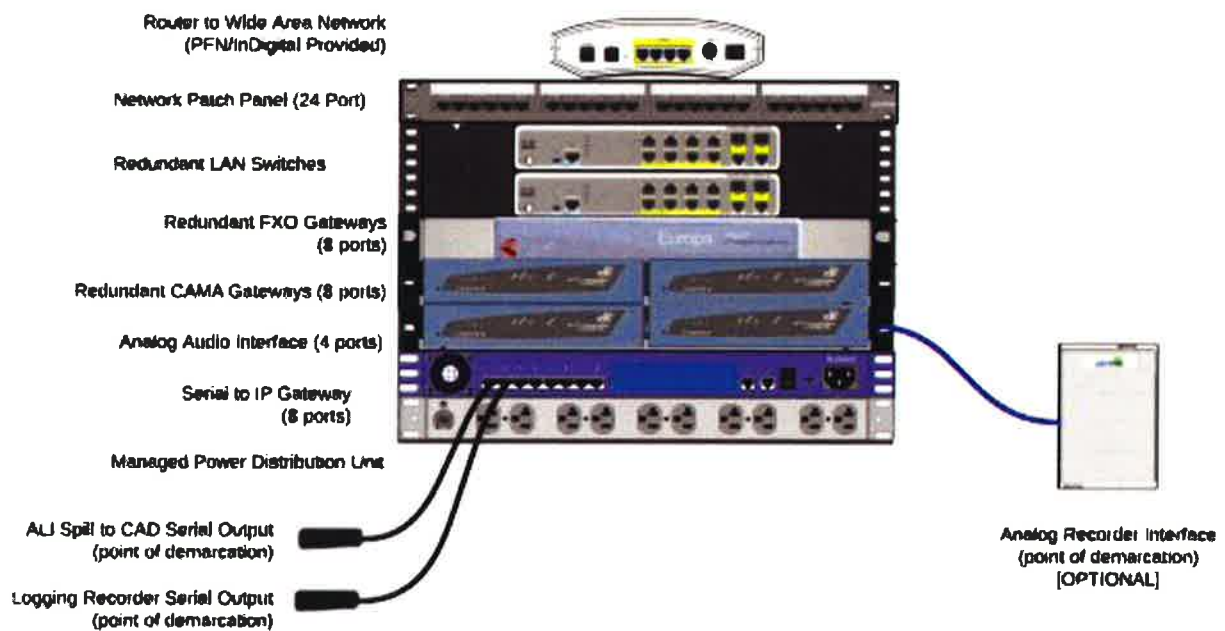
MI-Oakland: RemotePSAP - Medium - Medium



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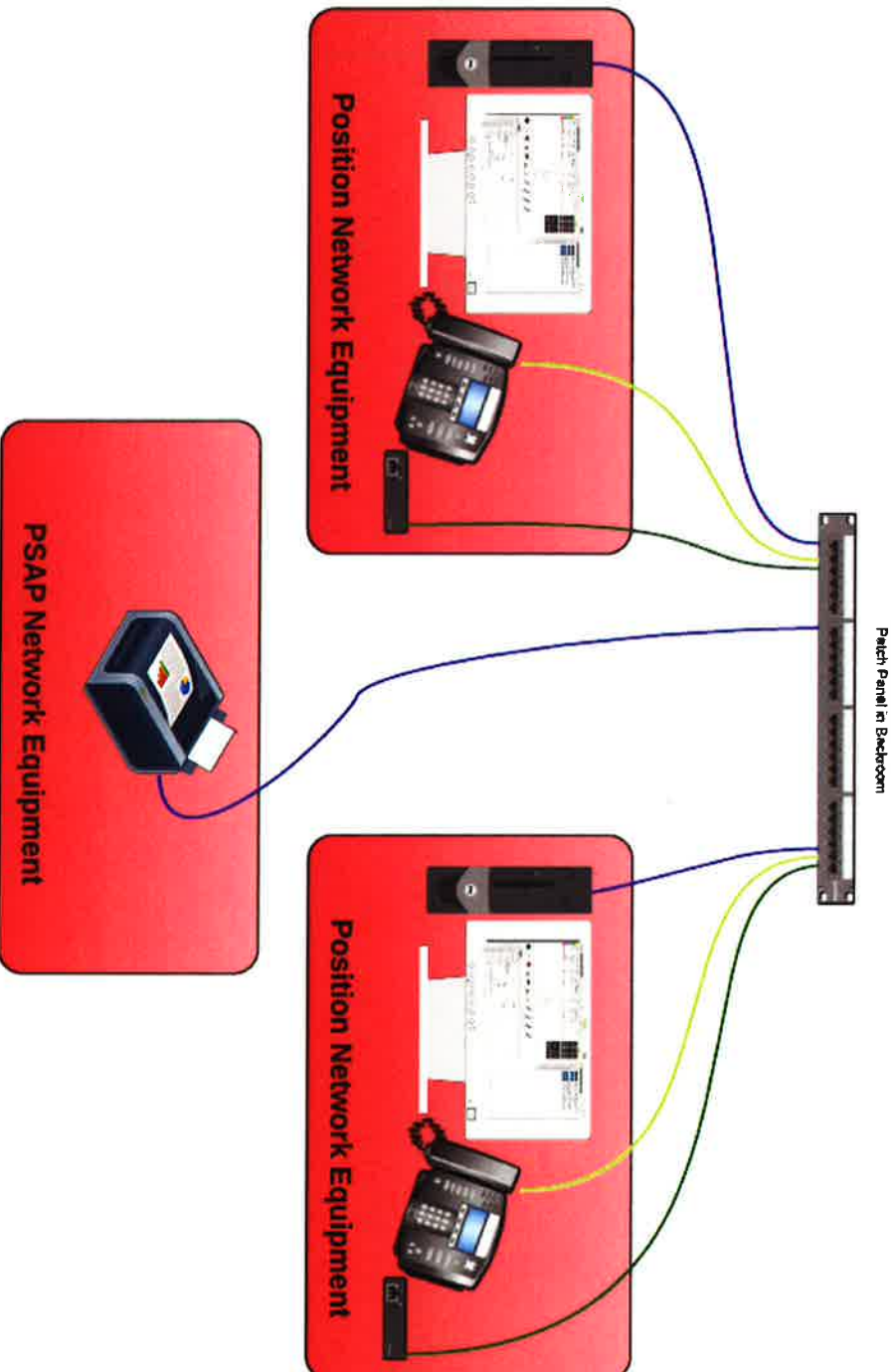
Oakland County MI: Remote PSAP Backroom - Small



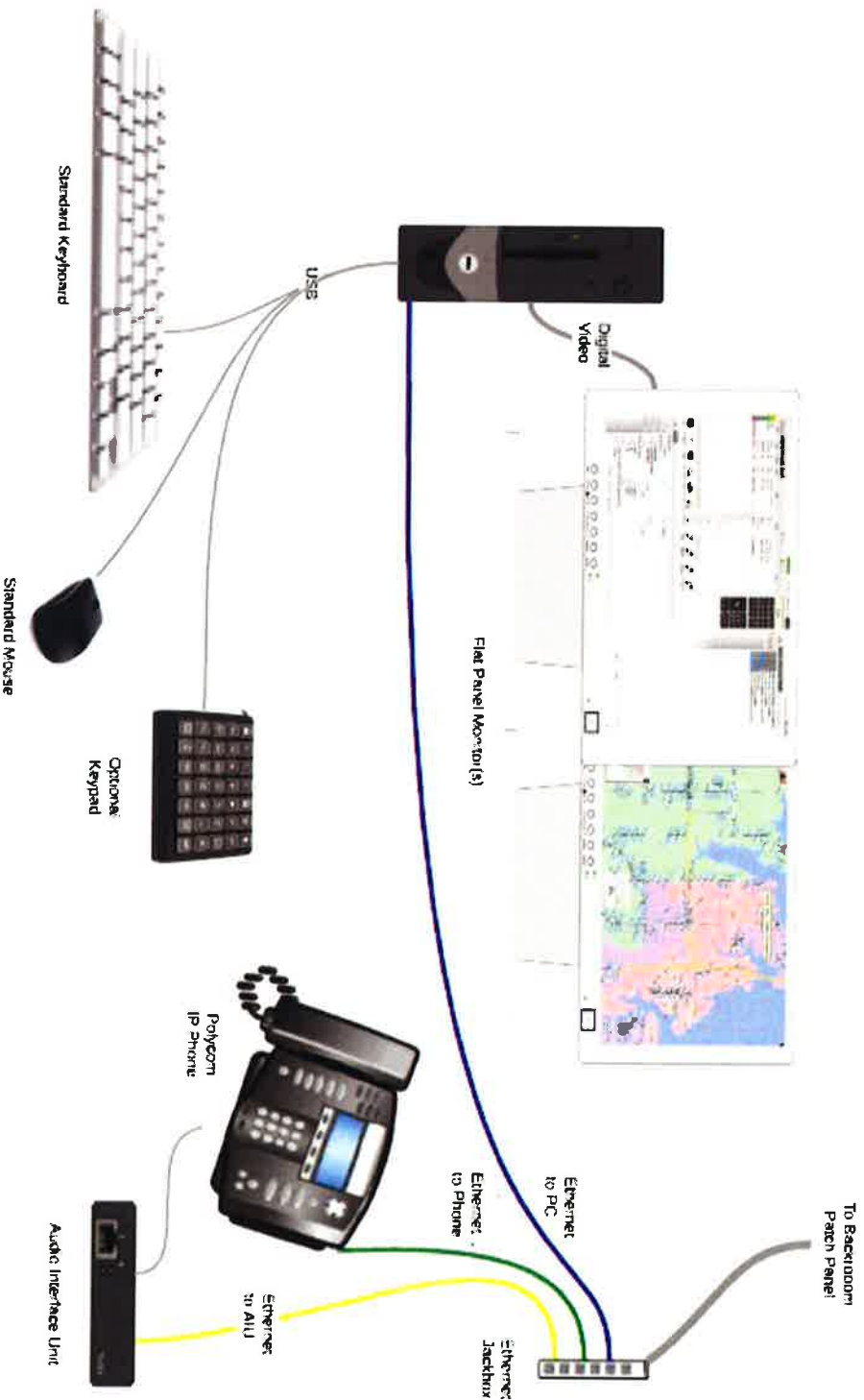
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Dispatch Area Local Area Network



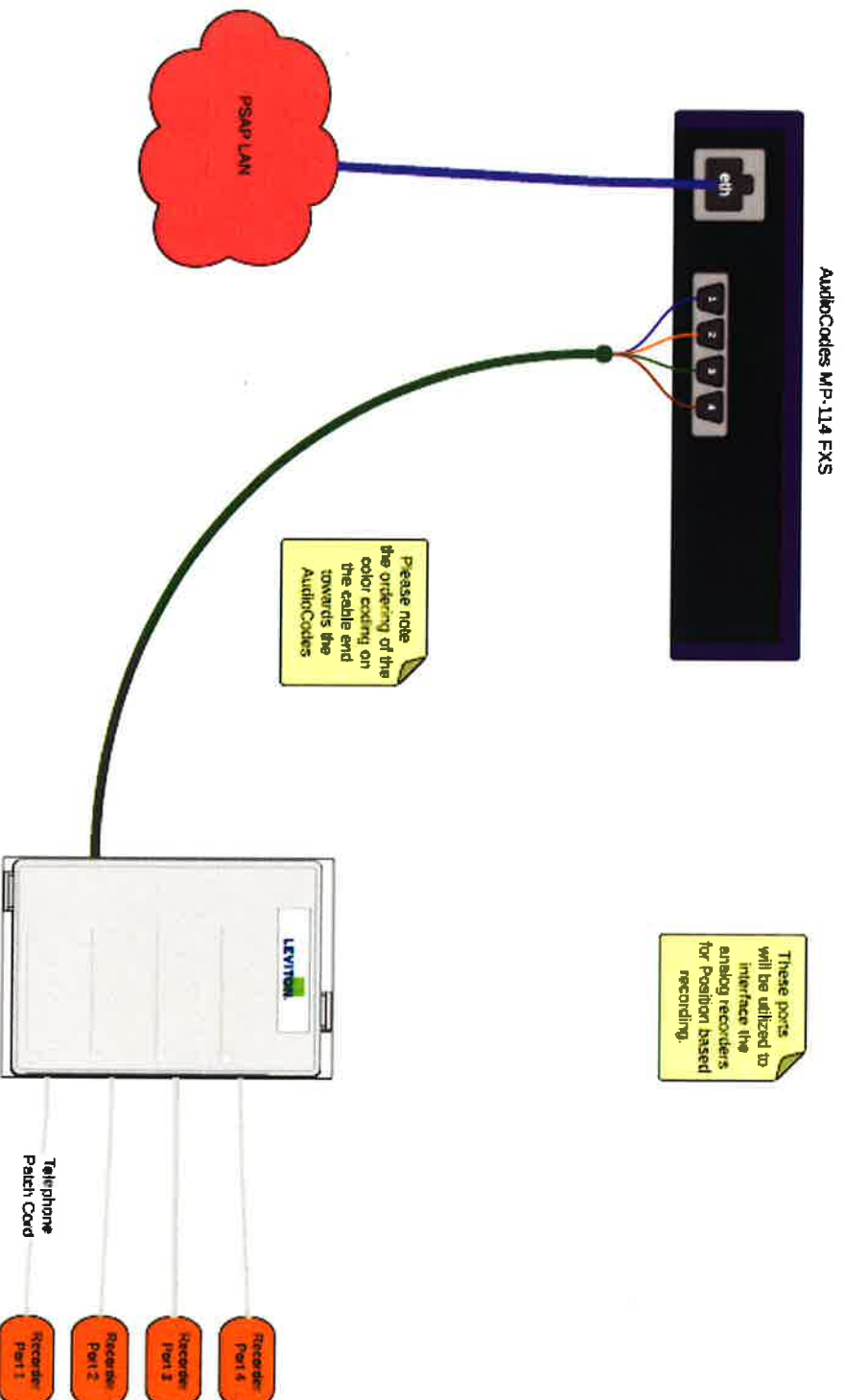
Call Taking Workstation Detail



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Analog Position Audio Output



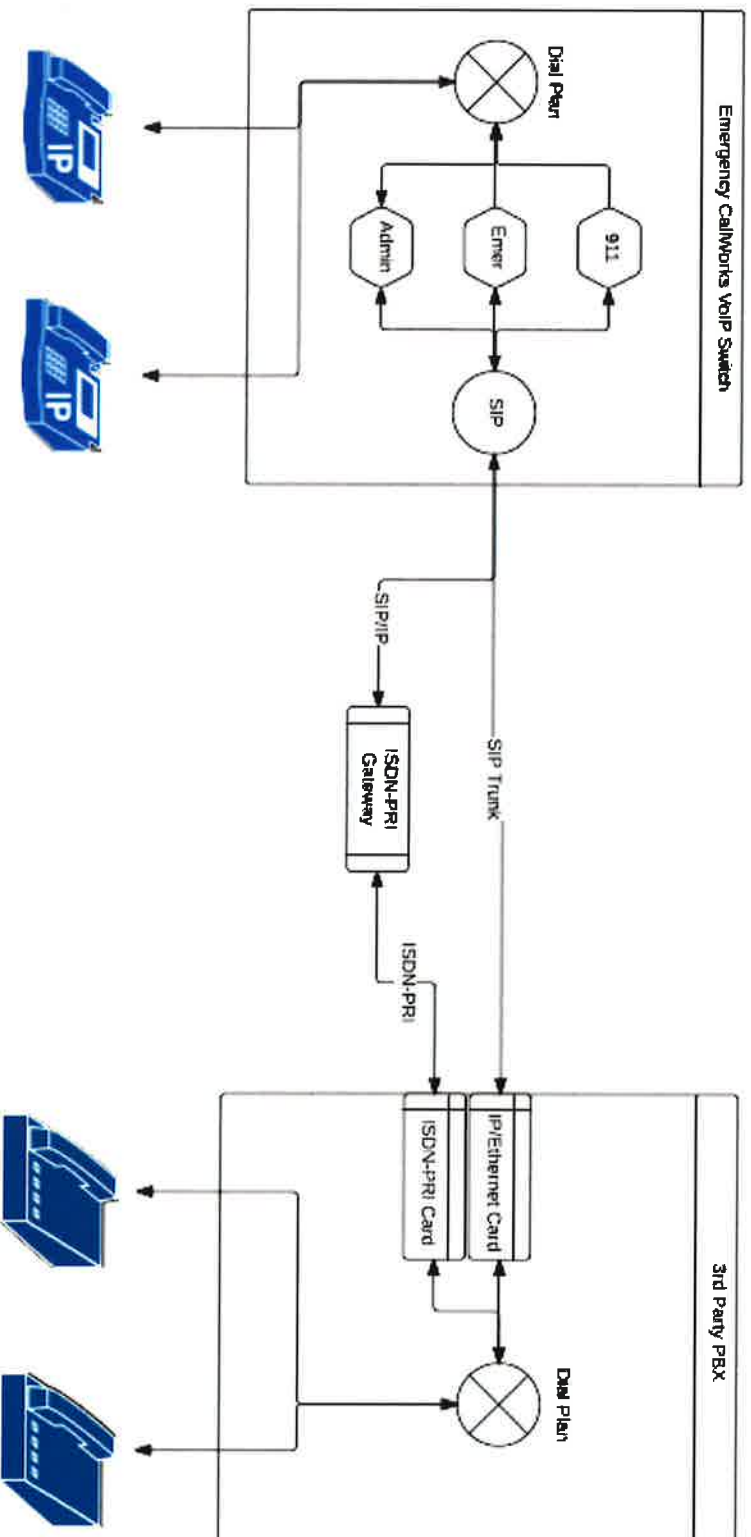


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ECW PBX Integration Options



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EXHIBIT III SOFTWARE LICENSE AGREEMENT

This Exhibit III Software License Agreement ("Agreement") is between Contractor and the County ("Licensee").

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 "Designated Products" means Deliverables provided by Contractor to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Contractor; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Contractor and Licensee enter into this Agreement in connection with Contractor's delivery of certain proprietary software or products containing embedded or pre-loaded proprietary software, or both. This Agreement contains the terms and conditions of the license Contractor is providing to Licensee, and Licensee's use of the software and documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Contractor grants to Licensee a personal, limited, non-transferable (except as permitted in Sections 4 and 7) and non-exclusive license under Contractor's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and use the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Contractor will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found).

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Notwithstanding any other provision in this Agreement to the contrary, Licensee may allow a third-party public agency or public safety agency, as defined in MCL 484.1102(cc) and (dd), who operate a primary public safety answering point or a secondary public safety answering point, as defined MCL 484.1102 (z) and (gg), to use the Software. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Contractor's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or

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(vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided that* Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Contractor in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Contractor of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Contractor at the time temporary transfer is discontinued.

4.4. Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Subject to the Michigan Freedom of Information Act (§ 15.231 et seq.), Contractor or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Contractor is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Contractor and the Auditor will be kept in strict confidence by Contractor and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Contractor, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Contractor or another party, or any improvements that result from Contractor's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Contractor in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Contractor, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. Unless otherwise stated in the Primary Agreement, the commencement date and the term of the Software warranty will be a period of ninety (90) days from Contractor's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Contractor warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Contractor solely with reference to the Documentation. Contractor does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Contractor makes no representations or warranties with respect to any third party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Contractor.

6.2 Contractor's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Contractor cannot correct the defect within a reasonable time, then at Contractor's option, Contractor will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Contractor disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Contractor knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Contractor disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Contractor's prior written consent. Contractor's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin on the Effective Date of the Primary Agreement and will continue for the life of the Deliverables with which or for which the Software and Documentation have been provided by Contractor, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Contractor.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Contractor that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Contractor or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Contractor made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Contractor for which monetary damages would be inadequate. If Licensee breaches this Agreement, Contractor may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 Intentionally Omitted

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Contractor's valuable proprietary and Confidential Information and are Contractor's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

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13.2. **COMPLIANCE WITH LAWS.** Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Contractor and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3. **ASSIGNMENTS AND SUBCONTRACTING.** Contractor may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.4. **GOVERNING LAW.** This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.5. **THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of Contractor and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6. **SURVIVAL.** Sections 4, 5, 6.3, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.7. **ORDER OF PRECEDENCE.** In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.8. **SECURITY.** Contractor uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Contractor will take the steps set forth in Section 6 of this Agreement.

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EXHIBIT IV MAINTENANCE AGREEMENT

This Maintenance Agreement (“Agreement”) is entered into by and between Emergency CallWorks, Inc., a Corporation (hereinafter referred to as “Contractor”) and the County of Oakland (“County”).

RECITALS

- A. CONTRACTOR is in the business of developing, manufacturing, marketing, selling, distributing and supporting certain Public Safety Answering Point (PSAP) and dispatch products, systems and technologies.
- B. COUNTY desires CONTRACTOR to provide comprehensive on-site service and maintenance support for CONTRACTOR products (such as CallStation, DispatchStation, etc.) purchased by COUNTY. Such maintenance support includes, among other things, routine maintenance and on-site field service from time to time, as set forth herein, and in Exhibit II.

Accordingly, the Parties agree as follows:

AGREEMENT

1. TERM AND TERMINATION

1.1 Term

The term of the Agreement shall be for five (5) years from the expiration of the Warranty Period as defined in the Contract. This Agreement may be automatically extended on a yearly basis provided neither Party takes action to terminate this Agreement.

1.2 Termination

Either party may terminate this Agreement immediately, in whole or in part, for default or breach. If the default or breach is reasonably capable of cure, the non-defaulting party shall give the other party written notice and sixty (60) days to cure. CONTRACTOR shall be entitled to payment due for services rendered prior to the date of termination, and the COUNTY shall be entitled to a pro-rata refund of any pre-paid amounts for services based on a percentage of the term remaining from Section 2.1 above.

2. FEES, PAYMENT AND TAXES

2.1 Payment of Fees

Fees for services under this Agreement are set forth in Exhibits II and V and incorporated herein by reference.

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2.2 **State and Local Taxes**

All charges for service exclude state and local taxes levied on or measured by the Agreement or the charges for the services furnished under this Agreement. Any such tax is the obligation of the COUNTY and shall, therefore, be paid by the COUNTY. The Parties agree that the COUNTY is a governmental entity and tax exempt in certain circumstances.

3. **CONDITIONS/RESPONSIBILITIES**

3.1 **COUNTY RESPONSIBILITIES**

COUNTY agrees to the following conditions and responsibilities:

- 3.1.A. The Equipment covered by this Agreement must be provided by CONTRACTOR and in good working condition at the time this Agreement becomes effective. The Equipment may, as deemed necessary by CONTRACTOR, be subject to inspection prior to the Effective Date of this Agreement.
- 3.1.B. Preparing and maintaining the site and environment in accordance with the manufacturer's current specifications.
- 3.1.C. Allowing CONTRACTOR full and free access to the hardware and/or software during applicable service hour coverage for performing service without requiring a waiver of liability, and allowing CONTRACTOR the necessary access to the System or Equipment to perform the service.
- 3.1.D. Maintaining and installing broadband service to be used by CONTRACTOR for Remote Monitoring and local service as required. Charges incurred for use of communication facilities or service is the responsibility of COUNTY whether incurred by COUNTY or CONTRACTOR service representatives while performing service.
- 3.1.E. Providing reasonable assistance, at no cost to CONTRACTOR, in the performance of service as requested by CONTRACTOR including, access to communications facilities and service, troubleshooting guidance on CONTRACTOR software and hardware, and the temporary use of suitable media (tapes, diskettes, disk packs, etc.) as required for problem diagnosis.
- 3.1.F. Providing service personnel with the necessary work and storage space. CONTRACTOR manufacturers' service documentation, diagnostic equipment or manuals and tools remain the property of CONTRACTOR and must be delivered to CONTRACTOR upon request.

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3.1.G. Retaining the overall performance and operational responsibility for the system.

3.2 **CONTRACTOR RESPONSIBILITIES/SERVICES**

CONTRACTOR agrees to the following responsibilities/services:

3.2.A **24 x 7 On-Site Service**

CONTRACTOR shall provide 24/7/365 Support, repair, and maintenance for the Equipment and Software with a four (4) hour on-site response time with labor expenses outlined in Schedule A and parts expenses covered by manufacturer's warranty.

3.2.B **Technician Certification Requirements**

All CONTRACTOR Employees providing services under this Agreement or responding to COUNTY'S request for service shall have a Factory Maintenance Certification for the Equipment being maintained, repaired, or serviced.

3.2.C **Software and CONTRACTOR Data**

CONTRACTOR is responsible for all Software and COUNTY data and shall implement appropriate safeguards for protection of such. CONTRACTOR shall provide on site support for the CONTRACTOR supplied Equipment and Software supplied to the locations specified in Exhibit V and CONTRACTOR approved third party software for the locations. This includes but is not limited to replacing/repairing hardware components, and loading, configuring, and troubleshooting Windows Operating System(s) at workstations, and other installed CONTRACTOR products among other tasks that may be necessary to maintain optimal system performance. CONTRACTOR is responsible for having remote support available at all times and for providing adequate guidance to on site CONTRACTOR technicians.

3.2.D Quarterly preventative maintenance and health checks for the Equipment and Software, scheduled with COUNTY as required.

3.2.E 7x24x365 Remote System Monitoring via COUNTY provided network access.

3.2.F Service and or repair of CONTRACTOR supplied hardware and interfaces. If hardware needs repair or replacement and is out of warranty, additional charges may apply.

3.2.G CONTRACTOR is responsible to respond on site, if diagnostic efforts dictate, within four hours (4) from receipt of call from COUNTY authorized

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representative. COUNTY shall contact CONTRACTOR 7x24x365, at the following number: 855.329.1911, option 3.

- 3.2.H After being dispatched by CONTRACTOR, factory technicians will notify the CONTRACTOR Technical Support representative when he arrives and just prior to leaving the site.
- 3.2.I Maintaining the necessary backup and security of the Software and any data used with the hardware.
- 3.2.J CONTRACTOR shall perform requested updates, service checks and repairs on all hardware and software components provided and installed by CONTRACTOR, including but not limited to: software updates, patches, hot fixes, antivirus, workstation computers, monitors, AIU's, VoIP Telephones, ancillary supporting equipment, routers, UPS, switches, interfaces and other such equipment as directed by CONTRACTOR technical support.
- 3.2.K CONTRACTOR shall submit a written report to COUNTY regarding the services provided during each site visit. The report shall minimally include the date, time, problem reported, technician's findings, resolution, actual time on site, and disposition. The report shall be submitted within five (5) working days of the site visit.

3.3 CRITICAL SPARE PARTS

CONTRACTOR shall be responsible for managing the process of stocking and restocking critical spare parts during the term of this Agreement at a mutually agreed upon storage site provided by the COUNTY. The COUNTY shall be responsible for the storage of critical spare parts and any storage costs. The COUNTY shall be responsible for the cost of CONTRACTOR'S acquisition of an initial inventory of critical spare parts. CONTRACTOR shall be responsible for the cost of restocking critical spare parts. Standard warranty parts will be available within two (2) business days.

3.4 SERVICES NOT INCLUDED

The following services are not included under this Agreement:

- 3.4.A Electrical work involving primary or secondary power sources external to the hardware, or maintenance of accessories, or other devices not furnished by CONTRACTOR.
- 3.4.B Service and/or costs connected with relocation or shipment to a new location (including packing or unpacking) of the hardware, or service which is, as determined by CONTRACTOR unsafe or impractical for CONTRACTOR to

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render because of alterations or modifications to the hardware or connections whether by mechanical or electrical means, to machines or to devices which were not present or connected on the date this contract became effective, including without limitations telecommunications or network equipment.

- 3.4.C Service in an unsafe or hazardous environment as determined by CONTRACTOR, or service that is necessitated by events or elements affecting the hardware including but not limited to humidity, temperature, power or air-conditioning which are not within the CONTRACTOR provided manufacturer's specifications as to the permissible operating condition for the hardware, or that is necessitated by other factors beyond CONTRACTOR control.
- 3.4.D Adjustment, repair or parts replacement for any of the following:
 - 3.4.D.1 Accident, neglect, tampering, misuse, improper/insufficient grounding, failure of electric power, failure of the COUNTY (or their contractors) to provide appropriate environmental conditions, relocation of hardware or software, or causes other than ordinary use;
 - 3.4.D.2 Repair or alteration, or attempted repair or alteration of any CONTRACTOR supported product (hardware and/or software) by the COUNTY (or their contractors);
 - 3.4.D.3 Connection of another machine, device, application, or interface to CONTRACTOR-supported equipment (hardware and/or software) by the COUNTY (or their contractors), which cause damage to CONTRACTOR-supported equipment;
 - 3.4.D.4 Damage or destruction caused by natural or man-made acts or disasters;
 - 3.4.D.5 Performance degradation or failures of CONTRACTOR products and/or systems due to the introduction of third-party equipment, devices, and/or software applications
 - 3.4.D.6 Cosmetic repairs; refurbishment; furnishing consumables, supplies, or accessories; making accessory changes; or adding additional devices or software applications.
- 3.4.E Any service apart from the agreed upon responsibilities herein. Fresh work is subject to additional engineering and or installation fees.

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4. **LIMITATION OF LIABILITY**

- 4.1 CONTRACTOR is not responsible for product failure or failure to render support, service or maintenance due to causes beyond the control of CONTRACTOR. CONTRACTOR accepts no responsibility for any software programs, data or information stored on any media or any part of any product installed, serviced or returned to CONTRACTOR or its representatives for repair. CONTRACTOR and its representatives will make a commercially reasonable effort to return CONTRACTOR product with all CONTRACTOR software programs, data, or information stored on any media intact.



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SCHEDULE - A

7 x 24 x 365 Service – 4-Hour On-Site Response Fee Schedule

Yearly Fee to CONTRACTOR for 7x24x365 service call access to on-site support services rendered as dispatched and authorized by COUNTY and CONTRACTOR.	In accordance with Exhibits II & V of the Contract
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Spare Parts Kit – COUNTY Site Location(s)

One-time Fee for recommended Spare Parts on QEP or RFP response list	In accordance with Exhibits II and V of the Contract
--	--



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EXHIBIT V – OAKLAND COUNTY SITE PRICING

Summary Page
Final Version - March 21, 2018

PSAP Non-Recurring Costs - ECW	Number of Positions	Software Licenses	Software Support	Hardware Positions	Hardware Accessories	Services Config	Services Install	Training	On-Site	On-Site	Sub-Total
Rehearsal DC - PPN	HOST A	\$26,638.48	\$21,886.75	\$21,189.20	\$24,807.75	\$1,045.00	\$35,032.20	\$	\$42,786.00	\$7,792.70	\$241,258.00
Rehearsal DC - PPN	HOST B	\$26,638.48	\$21,886.75	\$19,806.20	\$24,807.75	\$1,045.00	\$35,032.20	\$	\$40,644.00	\$6,882.70	\$231,174.00
Oakland County Sheriff Office	17	\$155,384.15	\$152,753.00	\$84,425.88	\$17,530.75	\$10,438.75	\$83,306.35	\$	\$113,231.82	\$13,889.88	\$821,578.70
Opt Add 4 Pos	4	\$0.00	\$0.00	\$11,580.88	\$672.00	\$0.00	\$13,884.83	\$	\$21,874.32	\$2,448.32	\$48,348.96
Positer Back-Up	5	\$0.00	\$80,100.00	\$24,944.98	\$10,217.57	\$10,438.75	\$38,513.32	\$	\$43,387.30	\$8,886.75	\$174,228.68
PSAP Licenses & Support	88.5	\$541,535.62	\$588,072.25	\$0.00	\$0.00	\$0.00	\$0.00	\$	\$0.00	\$0.00	\$1,229,607.87
Critical Spares	0	\$0.00	\$0.00	\$0.00	\$11,487.80	\$0.00	\$0.00	\$	\$0.00	\$0.00	\$11,487.80
CLEMS Expand	0	\$26,638.48	\$21,886.75	\$21,085.71	\$20,388.88	\$2,880.00	\$36,386.75	\$	\$45,105.12	\$8,714.30	\$283,213.70
On-Site Engineer	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$	\$755,000.00	\$0.00	\$1,500,000.00
Arch/Comm	20	\$14,790.00									\$14,790.00
Total Pos. Count	98.5										
PSAP's	22										
Rehearsal Host sites	2										
Total Months:	66										
Total 66 Month Offer -											\$2,887,767.88

***Cost to add PSAP's is same as above by Position Size
 ***First Year support pricing will apply for duration of On-Site Engineer
 ***PSAP Equipment option selections will affect installation and support service costs.
 ***Payment Schedule as follows:
 20% Completion of Project Kickoff Meeting, scheduled ASAP
 20% Completion of Hosts Installation
 10% Successful Use (SO Customer)
 10% Full functionality and satisfaction completion of SO Installation
 3% 12th PSAP installation and operation
 20% Final Acceptance - Installation and operational completion of original PSAP count



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EXHIBIT V – OAKLAND COUNTY SITE PRICING

Final Version - March 21, 2016

System Configuration:							
Two (2) Geo-Diverse, Dual Cluster / Redundant / Federated and Highly Available controllers							
(80) NGR-1-1 Positions with Dual 22" LCD, (1) Phone Only Positions, (8) Admin Positions							
E-Share Connection to PFM via (3) Standard							
Turnkey Services from ECW, including Local Support							
5 year Software Support, HelpDesk/Remote support, Monitoring							
Dedicated Local Project Technician, First Year of Warranty							
			Pos. Count			Site Name:	
			\$9			Kantwood DC - PFN	
			Yrs. Spl.			Solution being Delivered:	
			6			CallStation	
Qty	Part Number	Telecom / Hardware Based Components (100)	Unit Price	U/M	Ext. Price	OFFER Price	
1	EOX100110-HAPP	EOX Dual Server, Federated App. Assem., HA	\$29,900.00	EA	\$29,900.00	\$21,169.20	
Hardware Sub-Total					\$29,900.00	\$21,169.20	
Qty	Part Number	Software Components (200)	Unit Price	U/M	Ext. Price	OFFER Price	
1	EOQ200009	SIPWORKS Enterprise, 13/IP INTERFACE License	\$79,995.00	EA	\$79,995.00	\$56,636.46	
Software Sub-Total					\$79,995.00	\$56,636.46	
Qty	Part Number	Custom Services - Interfaces - Map Data (400)	Unit Price	U/M	Ext. Price	OFFER Price	
10	EOX400004	CONFIG/STAGING	\$110.00	UN	\$1,100.00	\$1,045.00	
Custom Services Sub-Total					\$1,100.00	\$1,045.00	
Qty	Part Number	Peripheral-Miscellaneous Equipment (500)	Unit Price	U/M	Ext. Price	OFFER Price	
1	EOG500002	HOST RACK CONFIG KIT, 19", CUST PROV. RACK	\$4,900.00	EA	\$4,900.00	\$3,468.20	
2	EOG500003	SWITCH, CISCO, 24-PORT POE, 10/100/1000	\$2,694.00	EA	\$5,388.00	\$3,814.70	
2	EOG500005-2	ROUTER, CISCO, 3 WAN ENTERPRISE/2911	\$4,106.00	EA	\$8,212.00	\$5,814.10	
1	EOG500007	MISC. MAT., CABLES, LOT	\$1,800.00	EA	\$1,800.00	\$1,274.40	
2	EOG500008	ALL MODEM, E911 CSU/DSL	\$2,200.00	EA	\$4,400.00	\$3,115.20	
2	EOG500017-B	IP to Serial Dist., 8 Port, Remote	\$2,289.60	EA	\$4,579.20	\$3,242.07	
2	EOG500103	UPS - Smart-UPS X 3000VA	\$2,880.00	EA	\$5,760.00	\$4,078.08	
Peripherals / Network Sub-Total					\$35,639.20	\$24,807.75	
Qty	Part Number	System Services (600, 700, 800)	Unit Price	U/M	Ext. Price	OFFER Price	
15	EOG700001	PROJECT MANAGEMENT, LIMIT	\$900.00	EA	\$13,500.00	\$12,825.00	
1	EOG700002	SYSTEM INSTALLATION, PRIMARY	\$17,524.10	UN	\$17,524.10	\$16,647.90	
1	EOG800001	SYSTEM ENGINEERING, (1) Lot	\$5,841.37	UN	\$5,841.37	\$5,549.30	
Professional Services Sub-Total					\$36,865.47	\$35,022.20	
***** TOTAL NR Charges:					\$182,899.67	\$138,680.61	
Qty	Part Number	Recurring Maintenance Charges (900)	Unit Price	U/M	Ext. Price	OFFER Price	
1	EOG900003	SYSTEM SUPPORT, 5 YEAR	\$51,996.75	EA	\$51,996.75	\$51,996.75	
4	EOG900004	ONSITE MAINTENANCE, Per YEAR	\$9,492.22	EA	\$37,968.89	\$37,968.89	
1	EOG900004-CE	ONSITE MAINTENANCE, FIRST Year	\$4,819.13	EA	\$4,819.13	\$4,819.13	
4	EOG900005	EXTENDED WARRANTY, Per YEAR (2-5)	\$1,948.18	EA	\$7,792.70	\$7,792.70	
Sub-Total Recurring Charges:					\$102,577.47	\$102,577.47	
***** TOTAL COST OF OWNERSHIP:			5	YEAR(s)	\$285,477.15	\$241,258.09	



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EXHIBIT V – OAKLAND COUNTY SITE PRICING

Final Version - March 21, 2016

System Configuration:

Two (2) Geo-Diverse, Dual Cluster / Redundant / Federated and Highly Available controllers
(88) NG9-1-1 Positions with Dual 22" LCD, (1) Phone Only Positions, (8) Admin Positions
Ethernet Connection to PFM via G Standard
Turnkey Services from ECW, including Local Support
5 year Software Support, HelpDesk/Remote support, Monitoring
Dedicated Local Project Technician, First Year of Warranty

Pos. Count
\$9
Yrs. Spt.
5

Site Name:
Southfield DC - PFM
Solution being Delivered:
CallStation

Qty	Part Number	Telecom / Hardware Based Components (100)	Unit Price	U/M	Ext. Price	OFFER Price
1	EOX100110-HAEP	EOX Dual Server, Federated App. Assem., HA, EXP.	\$21,900.00	EA	\$21,900.00	\$15,505.20
Hardware Sub-Total					\$21,900.00	\$15,505.20
Qty	Part Number	Software Components (200)	Unit Price	U/M	Ext. Price	OFFER Price
1	EOX000009	SIPWORKS Enterprise, I3/IP INTERFACE License	\$79,995.00	EA	\$79,995.00	\$56,636.46
Software Sub-Total					\$79,995.00	\$56,636.46
Qty	Part Number	Custom Services - Interfaces - Map Data (400)	Unit Price	U/M	Ext. Price	OFFER Price
10	EOX400004	CONFIG/STAGING	\$110.00	LN	\$1,100.00	\$1,045.00
Custom Services Sub-Total					\$1,100.00	\$1,045.00
Qty	Part Number	Peripheral-Miscellaneous Equipment (500)	Unit Price	U/M	Ext. Price	OFFER Price
1	EOX500002	HOST RACK CONFIG. KIT, 19", CUST. PROV. RACK	\$4,900.00	EA	\$4,900.00	\$3,468.20
2	EOX500003	SWITCH, CISCO, 24-PORT POE, 10/100/1000	\$2,694.00	EA	\$5,388.00	\$3,814.70
2	EOX500005-2	ROUTER, CISCO, 3 WAN ENTERPRISE/2911	\$4,106.00	EA	\$8,212.00	\$5,814.10
1	EOX500007	MISC. MAT., CABLES, LOT	\$1,800.00	EA	\$1,800.00	\$1,274.40
2	EOX500008	ALL MODEM, E911 CSU/DSL	\$2,200.00	EA	\$4,400.00	\$3,115.20
2	EOX500017-8	IP to Serial Dist., 8 Port, Remote	\$2,289.60	EA	\$4,579.20	\$3,242.07
2	EOX500103	UPS - Smart-UPS X 3000VA	\$2,880.00	EA	\$5,760.00	\$4,078.08
Peripherals / Network Sub-Total					\$35,839.20	\$24,807.75
Qty	Part Number	System Services (600, 700, 800)	Unit Price	U/M	Ext. Price	OFFER Price
15	EOX700001	PROJECT MANAGEMENT, UNIT	\$900.00	EA	\$13,500.00	\$12,825.00
1	EOX700002	SYSTEM INSTALLATION, PRIMARY	\$16,564.10	LN	\$16,564.10	\$15,735.90
1	EOX800001	SYSTEM ENGINEERING, (1) Lot	\$5,521.37	LN	\$5,521.37	\$5,245.30
Professional Services Sub-Total					\$35,585.47	\$33,806.20
***** TOTAL NR Charges:					\$173,619.67	\$131,800.61
Qty	Part Number	Recurring Maintenance Charges (900)	Unit Price	U/M	Ext. Price	OFFER Price
1	EOX900003	SYSTEM SUPPORT, 5 YEAR	\$51,996.75	EA	\$51,996.75	\$51,996.75
4	EOX900004	ONSITE MAINTENANCE, Per YEAR	\$8,972.22	EA	\$35,888.89	\$35,888.89
1	EOX900004-OE	ONSITE MAINTENANCE, FIRST Year	\$4,555.13	EA	\$4,555.13	\$4,555.13
4	EOX900005	EXTENDED WARRANTY, Per YEAR (2-5)	\$1,708.18	EA	\$6,832.70	\$6,832.70
Sub-Total Recurring Charges:					\$99,273.47	\$99,273.47
***** TOTAL COST OF OWNERSHIP:			5	YEAR(s)	\$272,893.15	\$231,074.09



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EXHIBIT V – OAKLAND COUNTY SITE PRICING

Final Version – March 21, 2016

System Configuration:

Remote Call Handling Site
13 Connectivity to PPN/Indigital provided ESNet
Turnkey Services from ECW, Local Support
(5) year Software, remote support, monitoring and help desk
Dedicated Local Project Technician, First Year of Warranty

Pos. Count
17
Yrs. Sp.
5

Site Name:
Seventeen Pos., Plus 16 Stations
Solution being Delivered:
Call Station

Qty	Part Number	Telecom / Hardware Based Components (100)	Unit Price	U/M	Ext. Price	OFFER Price
17	BCX100101	WKS PC, Dual Video, 4G RAM	\$1,532.00	EA	\$25,704.00	\$18,198.43
	BCX100101	WKS PC, Dual Video, 4G RAM, (ACD Wallboards)	\$1,532.00	EA	\$0.00	\$0.00
	BCX100101-P	Portable AMS, Pos., Laptop/VicSP Tel./ Rlt Assem.	\$3,500.00	EA	\$0.00	\$0.00
34	BCX100103	MONITOR, 22WV" FP, BLK	\$452.00	EA	\$15,368.00	\$10,880.54
	BCX100104	MONITOR, 24W" FP, BLK	\$699.00	EA	\$0.00	\$0.00
	BCX100105-60	MONITOR, 60", LCD TV/Monitor	\$1,800.00	EA	\$0.00	\$0.00
17	BCX100001-MS	AUDIO INTERFACE UNIT (AIU)	\$1,350.00	EA	\$22,950.00	\$16,248.60
32	BCX100201	POLYCOM 650 SIP PHONE	\$468.00	EA	\$14,976.00	\$10,603.01
	BCX100204	Keypad, Genovation 24 Key, Model 683	\$189.00	EA	\$0.00	\$0.00
4	BCX100305	Media Gateway, 8 Port FXS or (CAMA) to SIP	\$1,285.00	EA	\$4,340.00	\$3,072.72
3	BCX100305-1	Media Gateway, 8 Port FXS (Station Rec.)	\$1,285.00	EA	\$3,255.00	\$2,304.54
4	BCX100311	Media Gateway, 8 port FXS to SIP	\$1,285.00	EA	\$4,340.00	\$3,072.72
	BCX100314	Media Gateway, PRG to SIP	\$5,435.00	EA	\$0.00	\$0.00
1	BCX100315	Rack Shelf, Media Gateway, 2 GW per Shelf	\$32.00	EA	\$64.00	\$45.31
Hardware Sub-Total					\$90,997.00	\$64,425.88

Qty	Part Number	Software Components (200)	Unit Price	U/M	Ext. Price	OFFER Price
17	BCX200001	CALLSTATION License	\$13,000.00	EA	\$221,000.00	\$156,168.00
1	BCX200004	DECISIONSTATION, SITE License	\$0.00	EA	\$0.00	\$0.00
1	BCX200006	ADMINISTRATION, SITE License	\$0.00	EA	\$0.00	\$0.00
1	BCX200007	MESSAGEWORKS, SITE License	\$0.00	EA	\$0.00	\$0.00
15	BCX200013	SIPSTATION License, Per Position	\$695.00	EA	\$10,425.00	\$7,380.90
	BCX200014-R	Admin PRI Interface License, PSAP	\$6,700.00	EA	\$0.00	\$0.00
1	BCX200015	SIP Trunk Interface, ECW to Third Party	\$3,595.00	EA	\$3,595.00	\$2,545.26
Software Sub-Total					\$235,020.00	\$166,394.16

Qty	Part Number	Custom Services - Interfaces - Map Data (400)	Unit Price	U/M	Ext. Price	OFFER Price
1	BCX400001	MAP CONFIG, CUSTOMER PROVIDED DATA	\$2,995.00	EA	\$2,995.00	\$2,995.25
1	BCX400002	911 TELECOM CONFIG/STAGING	\$3,995.00	EA	\$3,995.00	\$3,795.25
1	BCX400002-A	ADMIN CONFIG/STAGING	\$3,995.00	EA	\$3,995.00	\$3,795.25
Custom Services Sub-Total					\$10,985.00	\$10,435.75

Qty	Part Number	Peripheral-Miscellaneous Equipment (500)	Unit Price	U/M	Ext. Price	OFFER Price
1	BCX500001-96PWall	WALL MNT ASSM, 19", RMTE, Large (13-24)	\$2,600.00	EA	\$2,600.00	\$1,940.80
5	BCX500002-PR	POS. BASED REC KIT - 4 Port	\$350.00	EA	\$1,750.00	\$1,239.00
2	BCX500004	SWITCH, CISCO, 48-PORT POE, 10/100/1000	\$4,890.00	EA	\$9,780.00	\$6,867.60
1	BCX500005-1	ROUTER, CISCO, 2 WAN SINGLE - SIP Trunk 2F	\$2,278.00	EA	\$2,278.00	\$1,612.82
1	BCX500007	MISC MAT., CABLES, LOT	\$1,800.00	EA	\$1,800.00	\$1,274.40
1	BCX500009-1	PRINTER, HP LaserJet Pro 200	\$486.00	EA	\$486.00	\$344.09
1	BCX500017	IP to Serial Dct., 16 port	\$3,267.00	EA	\$3,267.00	\$2,313.04
	BCX500018	SIP External Ringing / Horn, Single	\$513.00	EA	\$0.00	\$0.00
	BCX500101	UPS, APC 800VA, RMS pos.	\$295.00	EA	\$0.00	\$0.00
1	BCX500103	UPS - Smart-UPS X 3000VA	\$2,880.00	EA	\$2,880.00	\$2,039.04
Peripherals / Network Sub-Total					\$24,781.00	\$17,538.79

Qty	Part Number	System Services (600, 700, 800)	Unit Price	U/M	Ext. Price	OFFER Price
2	BCX600001	CS USER/ADMIN OPFS TRN (up to 8 students)	\$5,000.00	EA	\$10,000.00	\$9,500.00
20	BCX700001	PROJECT MANAGEMENT, UNIT	\$900.00	EA	\$18,000.00	\$17,100.00
1	BCX700002	SYSTEM INSTALLATION, PRIMARY	\$48,838.01	UN	\$48,838.01	\$46,296.10
1	BCX800001	SYSTEM ENGINEERING, (1) lot	\$10,852.89	UN	\$10,852.89	\$10,310.25
85	BCX800003	VIRUS PROTECTION, WKS. - Per Pos. / Per Year	\$60.00	EA	\$5,100.00	\$0.00
Professional Services Sub-Total					\$92,790.90	\$83,306.35

***** TOTAL NR Charges: \$454,553.90 \$342,092.92

Qty	Part Number	Recurring Maintenance Charges (900)	Unit Price	U/M	Ext. Price	OFFER Price
1	BCX900003	SYSTEM SUPPORT, 5 YEAR	\$152,763.00	EA	\$152,763.00	\$152,763.00
4	BCX900004	ONSITE MAINTENANCE, Per YEAR	\$25,323.41	EA	\$101,293.64	\$101,293.64
1	BCX900004-0E	ONSITE MAINTENANCE, FIRST Year	\$11,938.18	EA	\$11,938.18	\$11,938.18
4	BCX900005	EXTENDED WARRANTY, Per YEAR	\$3,472.74	EA	\$13,890.96	\$13,890.96

Sub-Total Recurring Charges: \$279,885.78 \$279,885.78

***** TOTAL COST OF OWNERSHIP: 5 YEAR(S) \$734,439.67 \$621,978.70



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EXHIBIT V – OAKLAND COUNTY SITE PRICING

Final Version - March 21, 2016

System Configurations:

Four (4) Additional Positions for the Oakland County SO
Must be deployed with existing 17 position quote detail.
Turnkey Services from ECW, Local Support
(5) year Software, remote support, monitoring and help desk
Dedicated Local Project Technician, First Year of Warranty

Pos. Count
4
Yrs. Spt.
5

Qty	Part Number	Telecom / Hardware Based Components (100)	Unit Price	U/M	OFFER Price
4	EOX100101	WKS PC, Dual Video, 4G RAM	\$1,512.00	EA	\$4,281.98
	EOX100101	WKS PC, Dual Video, 4G RAM, (ACD WallBoards)	\$1,512.00	EA	\$0.00
	EOX100101-P	Portable ANS, Pos., Laptop/VoIP Tel./ Kit Assm.	\$3,500.00	EA	\$0.00
8	EOX100103	MONITOR, 22WM" FP, BLK	\$452.00	EA	\$2,560.13
	EOX100104	MONITOR, 24W" FP, BLK	\$699.00	EA	\$0.00
	EOX100105-60	MONITOR, 60", LCD TV/Monitor	\$1,800.00	EA	\$0.00
4	EOX100001-NS	AUDIO INTERFACE UNIT (AIU)	\$1,350.00	EA	\$3,823.20
4	EOX100201	POLYCOM 650 SIP PHONE	\$468.00	EA	\$1,325.38
	EOX100204	Keypad, Genovation 24 Key, Model 683	\$189.00	EA	\$0.00
	EOX100305	Media Gateway, 8 Port FXS or (CAMA) to SIP	\$1,085.00	EA	\$0.00
	EOX100311	Media Gateway, 8 port FXO to SIP	\$1,085.00	EA	\$0.00
	EOX100312-1	Media Gateway, 4 Port FXS (Station Rec.)	\$610.00	EA	\$0.00
	EOX100314	Media Gateway, PRI to SIP	\$5,435.00	EA	\$0.00
	EOX100315	Rack Shelf, Media Gateway, 2 GW per Shelf	\$32.00	EA	\$0.00
Hardware Sub-Total					\$11,990.69
Qty	Part Number	Software Components (200)	Unit Price	U/M	OFFER Price
4	EOX200001	CALLSTATION License	\$13,000.00	EA	\$0.00
	EOX200004	DECISIONSTATION, SITE License	\$0.00	EA	\$0.00
	EOX200006	ADMINISTRATION, SITE License	\$0.00	EA	\$0.00
	EOX200007	MESSAGEWORKS, SITE License	\$0.00	EA	\$0.00
	EOX200008	SIPWORKS, 13/IP INTERFACE, PSAP License	\$9,995.00	EA	\$0.00
	EOX200014-R	Admin PRI Interface License, PSAP	\$6,700.00	EA	\$0.00
	EOX200015	SIP Trunk Interface, ECW to Third Party	\$3,595.00	EA	\$0.00
Software Sub-Total					\$0.00
Qty	Part Number	Custom Services - Interfaces - Map Data (400)	Unit Price	U/M	OFFER Price
	EOX400001	MAP CONFIG, CUSTOMER PROVIDED DATA	\$2,995.00	EA	\$0.00
	EOX400002	911 TELECOM CONFIG/STAGING	\$3,995.00	EA	\$0.00
	EOX400002-A	ADMIN CONFIG/STAGING	\$3,995.00	EA	\$0.00
Custom Services Sub-Total					\$0.00
Qty	Part Number	Peripheral-Miscellaneous Equipment (500)	Unit Price	U/M	OFFER Price
	EOX500001-16PWall	WALL MNT ASSM, 19", RMTE, SMALL (1-4)	\$1,500.00	EA	\$0.00
1	EOX500002-PR	POS. BASED REC KIT - 4 Port	\$350.00	EA	\$247.80
	EOX500003-8	SWITCH, CISCO, 8-PORT POE, 10/100/1000	\$1,026.00	EA	\$0.00
	EOX500005-1	ROUTER, CISCO, 2 WAN SINGLE - SIP Trunk IF	\$2,278.00	EA	\$0.00
1	EOX500007-R	MISC. MAT., CABLES, RMTE., LOT	\$600.00	EA	\$424.80
	EOX500009-1	PRINTER, HP LaserJet Pro 200	\$486.00	EA	\$0.00
	EOX500017-8	IP to Serial Dist., 8 Port, Remote	\$2,289.60	EA	\$0.00
	EOX500018	SIP External Ringer / Horn, Single	\$513.00	EA	\$0.00
	EOX500101	UPS, APC 800VA, IWS pos.	\$295.00	EA	\$0.00
Peripherals / Network Sub-Total					\$672.60
Qty	Part Number	System Services (600, 700, 800)	Unit Price	U/M	OFFER Price
	EOX600001	CS USER/ADMIN OPPS TRN (Up to 8 students)	\$5,000.00	EA	\$0.00
2	EOX700001	PROJECT MANAGEMENT, UNIT	\$900.00	EA	\$1,710.00
1	EOX700002	SYSTEM INSTALLATION, PRIMARY	\$9,434.61	UN	\$8,962.88
1	EOX800001	SYSTEM ENGINEERING, (1) Lot	\$2,096.58	UN	\$1,991.75
20	EOX800003	VIRUS PROTECTION, WKS. - Per Pos. / Per Year	\$60.00	EA	\$0.00
Professional Services Sub-Total					\$12,664.63
***** TOTAL NR Charges:					\$25,327.92
Qty	Part Number	Recurring Maintenance Charges (900)	Unit Price	U/M	OFFER Price
1	EOX900003	SYSTEM SUPPORT, 5 YEAR	\$33,800.00	EA	\$0.00
4	EOX900004	ONSITE MAINTENANCE, Per YEAR	\$4,892.02	EA	\$19,568.08
1	EOX900004-OE	ONSITE MAINTENANCE, FIRST Year	\$2,306.24	EA	\$2,306.24
4	EOX900005	EXTENDED WARRANTY, Per YEAR	\$536.58	EA	\$2,146.32
Sub-Total Recurring Charges:					\$24,020.64
***** TOTAL COST OF OWNERSHIP:					5 YEAR(s) \$49,348.56

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EXHIBIT V – OAKLAND COUNTY SITE PRICING

Final Version - March 21, 2016

System Configuration:

Remote Back-Up Site

13 Connectivity to PPN/indigital provided E3Net

Turnkey Services from ECW, Local Support

(6) Year Software, remote support, monitoring and help desk

Dedicated Local Project Technician, First Year of Warranty

Pos. Count

8

Yrs. 3pt.

6

Site Name:

Pontiac Back-Up

Solution being Delivered:

CallStation

Qty	Part Number	Telecom / Hardware Based Components (100)	Unit Price	U/M	Ext. Price	OFFER Price
6	EOX100101	WKS PC, Dual Video, 4G RAM	\$1,512.00	EA	\$9,072.00	\$6,422.88
	EOX100101	WKS PC, Dual Video, 4G RAM, (AOC WallBoards)	\$1,512.00	EA	\$0.00	\$0.00
	EOX100101-P	Portable AMS. Pos., Laptop/VoIP Tel./ KIR Assem.	\$3,500.00	EA	\$0.00	\$0.00
12	EOX100103	MONITOR, 22WV" FP, BLK	\$452.00	EA	\$5,424.00	\$3,840.19
	EOX100104	MONITOR, 24WV" FP, BLK	\$699.00	EA	\$0.00	\$0.00
	EOX100105-60	MONITOR, 60", LCD TV/Monitor	\$1,800.00	EA	\$0.00	\$0.00
6	EOX100001-MS	AUDIO INTERFACE UNIT (AIIU)	\$1,350.00	EA	\$8,100.00	\$5,734.80
6	EOX100201	POLYCOM 650 SIP PHONE	\$468.00	EA	\$2,808.00	\$1,988.06
	EOX100204	Keypad, Genosation 24 Key, Model 683	\$139.00	EA	\$0.00	\$0.00
1	EOX100305	Media Gateway, 8 Port FXS or (CAMA) to SIP	\$1,085.00	EA	\$4,340.00	\$3,072.72
4	EOX100305-1	Media Gateway, 8 Port FXS (Station Rac.)	\$1,085.00	EA	\$1,085.00	\$768.16
4	EOX100311	Media Gateway, 8 port FXS to SIP	\$1,085.00	EA	\$4,340.00	\$3,072.72
	EOX100314	Media Gateway, PRI to SIP	\$5,435.00	EA	\$0.00	\$0.00
2	EOX100315	Rack Shelf, Media Gateway, 2 GHz per Shelf	\$32.00	EA	\$64.00	\$45.31
Hardware Sub-Total					\$35,213.00	\$24,944.96
Qty	Part Number	Software Components (200)	Unit Price	U/M	Ext. Price	OFFER Price
6	EOX200001-LU	CALLSTATION License, Limited Use / Dark	\$13,200.00	EA	\$79,200.00	\$0.00
1	EOX200004	DECISIONSTATION, SITE License	\$0.00	EA	\$0.00	\$0.00
1	EOX200006	ADMINISTRATION, SITE License	\$0.00	EA	\$0.00	\$0.00
1	EOX200007	MESSAGEWORKS, SITE License	\$0.00	EA	\$0.00	\$0.00
	EOX200008	SIPWORKS, I3/UP INTERFACE, PSAP License	\$9,995.00	EA	\$0.00	\$0.00
	EOX200014-R	Admin PRI Interface License, PSAP	\$6,700.00	EA	\$0.00	\$0.00
	EOX200015	SIP Trunk Interface, ECW to Third Party	\$3,995.00	EA	\$0.00	\$0.00
Software Sub-Total					\$79,995.00	\$0.00
Qty	Part Number	Custom Services - Interfaces - Map Data (400)	Unit Price	U/M	Ext. Price	OFFER Price
1	EOX400001	MAP CONFIG, CUSTOMER PROVIDED DATA	\$2,995.00	EA	\$2,995.00	\$2,045.25
1	EOX400002	911 TELECOM CONFIG/STAGING	\$3,995.00	EA	\$3,995.00	\$3,795.25
1	EOX400002-A	ADMIN CONFIG/STAGING	\$3,995.00	EA	\$3,995.00	\$3,795.25
Custom Services Sub-Total					\$10,985.00	\$10,435.75
Qty	Part Number	Peripheral-Miscellaneous Equipment (500)	Unit Price	U/M	Ext. Price	OFFER Price
1	EOX500001-48PWall	WALL MNT ASSEM, 19", RMTE, Medium (S-12)	\$2,100.00	EA	\$2,100.00	\$1,486.80
2	EOX500002-PR	POS, BASED REC KIT - 4 Port	\$350.00	EA	\$700.00	\$495.60
2	EOX500003	SWITCH, CISCO, 24-PORT POE, 10/100/1000	\$2,694.00	EA	\$5,388.00	\$3,814.70
1	EOX500005-1	ROUTER, CISCO, 2 WAN SINGLE/RMTE/2901	\$2,278.00	EA	\$2,278.00	\$1,612.62
	EOX500005-1	ROUTER, CISCO, 2 WAN SINGLE - SIP Trunk IP	\$2,278.00	EA	\$0.00	\$0.00
1	EOX500007-R	MISC. MAT., CABLES, RMTE., LOT	\$600.00	EA	\$600.00	\$424.80
1	EOX500009-1	PRINTER, HP LaserJet Pro 200	\$486.00	EA	\$486.00	\$344.09
1	EOX500017-8	IP to Serial Dist., 8 Port, Remote	\$2,289.60	EA	\$2,289.60	\$1,621.04
	EOX500018	SIP External Ringler / Horn, Single	\$513.00	EA	\$0.00	\$0.00
2	EOX500101	UPS, APC 800VA, RMS pos.	\$295.00	EA	\$590.00	\$417.72
Peripherals / Network Sub-Total					\$14,431.60	\$10,217.57
Qty	Part Number	System Services (600, 700, 800)	Unit Price	U/M	Ext. Price	OFFER Price
8	EOX700001	PROJECT MANAGEMENT, UNIT	\$900.00	EA	\$7,200.00	\$6,840.00
1	EOX700002	SYSTEM INSTALLATION, PRIMARY	\$18,717.70	UN	\$18,717.70	\$17,781.81
1	EOX800001	SYSTEM ENGINEERING, (1) Lot	\$4,199.49	UN	\$4,199.49	\$3,951.51
30	EOX800003	VIRUS PROTECTION, WKS. - Per Pos. / Per Year	\$60.00	EA	\$1,800.00	\$0.00
Professional Services Sub-Total					\$31,877.18	\$28,573.32
***** TOTAL NR Charges:					\$170,526.78	\$74,171.61
Qty	Part Number	Recurring Maintenance Charges (900)	Unit Price	U/M	Ext. Price	OFFER Price
1	EOX900003	SYSTEM SUPPORT, 5 YEAR	\$50,700.00	EA	\$50,700.00	\$50,700.00
4	EOX900004	ONSITE MAINTENANCE, Per YEAR	\$9,705.47	EA	\$38,821.89	\$38,821.89
1	EOX900004-0E	ONSITE MAINTENANCE, FIRST Year	\$4,575.44	EA	\$4,575.44	\$4,575.44
4	EOX900005	EXTENDED WARRANTY, Per YEAR	\$1,489.94	EA	\$5,959.75	\$5,959.75
Sub-Total Recurring Charges:					\$100,057.08	\$100,057.08
***** TOTAL COST OF OWNERSHIP:					5 YEAR(s)	\$270,583.86 \$174,228.69



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EXHIBIT V – OAKLAND COUNTY SITE PRICING

Final Version - March 21, 2016

System Configuration:

Remote Call Handling Site with (0) CallStation Positions, (0) Phone Only Positions
(8) Trunk Ports, (8) FXO Ports, Spares.
Turnkey Services from ECM, Local Support from MSI
(1) year Software and remote support

Pos. Count
8
Yrs. Spt.
1

Site Name:
Critical Spares
Solution being Delivered:
CallStation

Qty	Part Number	Telecom / Hardware Based Components (100)	Unit Price	U/M	Ext. Price	OFFER Price
1	ECX100101	WKS PC, Dual Video, 4G RAM	\$1,512.00	EA	\$1,512.00	\$1,070.50
2	ECX100103	MONITOR, 22WM" FP, BLK	\$452.00	EA	\$904.00	\$640.00
1	ECX100001-MG	AUDIO INTERFACE UNIT (AIU)	\$1,350.00	EA	\$1,350.00	\$955.80
1	ECX100201	POLYCOM 690 SIP PHONE	\$468.00	EA	\$468.00	\$331.34
2	ECX100305	Media Gateway, 8 Port FXS or (CAMA) to SIP	\$1,085.00	EA	\$2,170.00	\$1,536.36
2	ECX100311	Media Gateway, 8 port FXO to SIP	\$1,085.00	EA	\$2,170.00	\$1,536.36
1	ECX500005-2	ROUTER, CISCO , 3 WAN ENTERPRISE/2911	\$4,106.00	EA	\$4,106.00	\$2,907.05
1	ECX500017-8	IP to Serial Dist., 8 Port, Remote	\$2,289.60	EA	\$2,289.60	\$1,621.04
1	ECX500104	PDU, APC Rack Mount, Horiz., 16 ports	\$1,228.00	EA	\$1,228.00	\$869.42
Total Optional Spares:					\$16,197.60	\$11,467.90



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EXHIBIT V – OAKLAND COUNTY SITE PRICING

Final Version - March 21, 2016

System Configuration:

Host Expansion to support another One Hundred (100) Concurrent Positions

Ethernet Connection to PFH via (3 Standard

Turnkey Services from ECW, Including Local Support

5 year Software Support, HelpDesk/Remote support, Monitoring

PSAP Equipment is same for Pos. Count in accompanying tabs

Pos. Count

8

Yrs. Spl.

5

Site Name:

CLEMIS Expansion

Solution being Delivered:

CallStation

Qty	Part Number	Telecom / Hardware Based Components (100)	Unit Price	U/M	Ext. Price	OFFER Price
2	BOX100110-HAEF	BOX Dual Server, Federated App. Assem., HA, EXP.	\$21,900.00	EA	\$43,800.00	\$31,010.40
2	BOX100315	Rack Shelf, Media Gateway, 2 GW per Shelf	\$32.00	EA	\$64.00	\$45.31
Hardware Sub-Total					\$43,864.00	\$31,855.71
Qty	Part Number	Software Components (200)	Unit Price	U/M	Ext. Price	OFFER Price
1	BOX200009	SIPWORKS Enterprise, 13/IP INTERFACE License	\$79,995.00	EA	\$79,995.00	\$56,636.46
Software Sub-Total					\$79,995.00	\$56,636.46
Qty	Part Number	Custom Services - Interfaces - Map Data (400)	Unit Price	U/M	Ext. Price	OFFER Price
20	BOX400004	CONFIG/STAGING	\$110.00	UN	\$2,200.00	\$2,090.00
Custom Services Sub-Total					\$2,200.00	\$2,090.00
Qty	Part Number	Peripheral-Miscellaneous Equipment (500)	Unit Price	U/M	Ext. Price	OFFER Price
2	BOX500002	HOST RACK CONFIG. KIT, 19", CUST. PROV. RACK	\$4,900.00	EA	\$9,800.00	\$6,938.40
4	BOX500003	SWITCH, CISCO, 24-PORT POE, 10/100/1000	\$2,694.00	EA	\$10,776.00	\$7,629.41
2	BOX500007	MISC. MAT., CABLES, LOT	\$1,800.00	EA	\$3,600.00	\$2,548.80
2	BOX500017-B	IP to Serial Dist., 8 Port, Remote	\$2,289.60	EA	\$4,579.20	\$3,242.07
Peripherals / Network Sub-Total					\$28,755.20	\$20,358.68
Qty	Part Number	System Services (600, 700, 800)	Unit Price	U/M	Ext. Price	OFFER Price
15	BOX700001	PROJECT MANAGEMENT, UNIT	\$900.00	EA	\$13,500.00	\$12,825.00
1	BOX700002	SYSTEM INSTALLATION, PRIMARY	\$18,577.70	UN	\$18,577.70	\$17,648.83
1	BOX800001	SYSTEM ENGINEERING, (1) Lot	\$6,192.57	UN	\$6,192.57	\$5,882.94
Professional Services Sub-Total					\$38,270.27	\$36,356.76
***** TOTAL NR Charges:					\$193,084.47	\$146,497.61
Qty	Part Number	Recurring Maintenance Charges (900)	Unit Price	U/M	Ext. Price	OFFER Price
1	BOX900003	SYSTEM SUPPORT, 5 YEAR	\$51,996.75	EA	\$51,996.75	\$51,996.75
4	BOX900004	ONSITE MAINTENANCE, Per YEAR	\$10,062.92	EA	\$40,251.69	\$40,251.69
1	BOX900004-0E	ONSITE MAINTENANCE, FIRST Year	\$5,108.87	EA	\$5,108.87	\$4,853.43
4	BOX900005	EXTENDED WARRANTY, Per YEAR (2-5)	\$2,178.58	EA	\$8,714.30	\$8,714.30
Sub-Total Recurring Charges:					\$106,071.61	\$105,816.17
***** TOTAL COST OF OWNERSHIP:			5	YEAR(s)	\$299,156.09	\$252,313.78



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EXHIBIT VI – NON-OAKLAND COUNTY SITE PRICING

Summary Page

Final Version - March 21, 2016

PSAP Non-Recurring Costs - ECW	Number of Positions	Hardware Furniture	Hardware Backroom	Services Config	Services Install	Host On	On Site	Hardware Monthly	PSAP Total
Auburn Hills Police Dept.	4	\$17,488.18	\$8,974.22	\$10,435.75	\$26,878.39	5	\$30,528.02	\$4,145.83	\$98,448.40
Berkley Dept. of Public Safety	3	\$11,847.87	\$8,974.22	\$10,435.75	\$22,737.28	5	\$23,986.28	\$3,190.15	\$79,151.37
Birmingham Police Dept.	3	\$11,847.87	\$8,974.22	\$10,435.75	\$22,737.28	5	\$23,986.28	\$3,190.15	\$79,151.37
Bloomfield Hills Dept of PS	1.5	\$6,183.87	\$5,361.40	\$10,435.75	\$15,449.85	5	\$12,828.81	\$1,956.79	\$52,216.07
Bloomfield Twp PD	4	\$17,488.18	\$8,974.22	\$10,435.75	\$26,878.39	5	\$30,528.02	\$4,145.83	\$98,448.40
Farmington Hills PD	5	\$20,388.28	\$10,217.57	\$10,435.75	\$32,550.25	5	\$38,439.09	\$5,187.43	\$117,218.37
Ferndale PD	2	\$7,313.64	\$8,567.05	\$10,435.75	\$23,581.30	5	\$18,572.04	\$2,882.07	\$71,184.81
Hazel Park PD	2	\$8,850.00	\$8,974.22	\$10,435.75	\$22,980.88	5	\$18,572.04	\$2,882.07	\$70,494.94
Madison Heights PD	4	\$17,488.18	\$8,974.22	\$10,435.75	\$26,878.39	5	\$30,528.02	\$4,145.83	\$98,448.40
Novi Regional	4	\$17,488.18	\$8,974.22	\$10,435.75	\$26,878.39	5	\$30,528.02	\$4,145.83	\$98,448.40
Oak Park Dept. of PS	2	\$8,850.00	\$8,974.22	\$10,435.75	\$22,980.88	5	\$18,572.04	\$2,882.07	\$70,494.94
Oxford PD	2	\$8,850.00	\$8,974.22	\$10,435.75	\$22,980.88	5	\$18,572.04	\$2,882.07	\$70,494.94
Rochester PD	2	\$8,850.00	\$8,974.22	\$10,435.75	\$22,980.88	5	\$18,572.04	\$2,882.07	\$70,494.94
Royal Oak PD	5	\$20,388.28	\$10,217.57	\$10,435.75	\$32,550.25	5	\$38,439.09	\$5,187.43	\$117,218.37
Southfield PD	6	\$19,546.76	\$10,217.57	\$10,435.75	\$36,398.18	5	\$42,708.10	\$5,695.51	\$125,000.85
Troy PD	5	\$20,388.28	\$10,217.57	\$10,435.75	\$32,550.25	5	\$38,439.09	\$5,187.43	\$117,218.37
Waterford Twp. PD	5	\$20,388.28	\$10,217.57	\$10,435.75	\$32,550.25	5	\$38,439.09	\$5,187.43	\$117,218.37
West Bloomfield PD	5	\$20,388.28	\$10,217.57	\$10,435.75	\$32,550.25	5	\$38,439.09	\$5,187.43	\$117,218.37
White Lake Twp. PD	2	\$8,850.00	\$8,974.22	\$10,435.75	\$22,980.88	5	\$18,572.04	\$2,882.07	\$70,494.94
Oakland University	2	\$8,850.00	\$8,974.22	\$10,435.75	\$22,980.88	5	\$18,572.04	\$2,882.07	\$70,494.94

Total Pos. Count 68.5
PSAP's 20
Redundant Host sites 2
Total Months: 60

\$1,801,539.59

Total (20 Sites) \$1,801,539.59

Total 60 Month Offer - \$1,801,539.59

***Cost to add PSAP's is same as above by Position Size

***Payment schedule as follows:

- * 20% at Contract Signing
- * 30% at PSAP Install
- * 30% at Cut Into Service
- * 20% at Final Acceptance

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EXHIBIT VI – NON-OAKLAND COUNTY SITE PRICING

Final Version - March 21, 2016

System Configurations:

Remote Call Handling Site
13 Connectivity to PFM/Digital provided ESinet
Turnkey Services from ECM, Local Support
(5) year Software, remote support, monitoring and help desk
Dedicated Local Project Technician, First Year of Warranty

Pos. Count
1.6
Yrs. 5 yr.
5

Site Name:
One Pos.
Solution being Delivered:
CallStation

Qty	Part Number	Telecom / Hardware Based Components (100)	Unit Price	U/M	Ext. Price	OFFER Price
1	ECX100101	WKS PC, Dual Video, 4G RAM	\$1,512.00	EA	\$1,512.00	\$1,070.50
	ECX100101	WKS PC, Dual Video, 4G RAM, (AOC WallBoards)	\$1,512.00	EA	\$0.00	\$0.00
	ECX100101-P	Portable AMS, Pos., Laptop/VoIP Tel., Kit Assem.	\$3,500.00	EA	\$0.00	\$0.00
2	ECX100103	MONITOR, 22WV" FP, BLK	\$452.00	EA	\$904.00	\$640.03
	ECX100104	MONITOR, 24WV" FP, BLK	\$699.00	EA	\$0.00	\$0.00
	ECX100105-60	MONITOR, 60", LCD TV/Monitor	\$1,800.00	EA	\$0.00	\$0.00
1	ECX100001-MS	AUDIO INTERFACE UNIT (AIU)	\$1,350.00	EA	\$1,350.00	\$955.80
2	ECX100201	POLYCOM 650 SIP PHONE	\$468.00	EA	\$936.00	\$662.69
	ECX100304	Keypad, Genovation 24 Key, Model 683	\$389.00	EA	\$0.00	\$0.00
2	ECX100311	Media Gateway, 8 port FXD to SIP	\$1,085.00	EA	\$2,170.00	\$1,536.36
2	ECX100312	Media Gateway, 4 Port FXS or (CAMA) to SIP	\$610.00	EA	\$1,220.00	\$863.76
1	ECX100312-1	Media Gateway, 4 Port FXS (Station Rec.)	\$610.00	EA	\$610.00	\$431.88
	ECX100314	Media Gateway, PRI to SIP	\$5,435.00	EA	\$0.00	\$0.00
1	ECX100315	Rack Shelf, Media Gateway, 2 GW per Shelf	\$32.00	EA	\$32.00	\$22.66
Hardware Sub-Total					\$8,734.00	\$6,183.67

Qty	Part Number	Software Components (200)	Unit Price	U/M	Ext. Price	OFFER Price
1	ECX200001	CALLSTATION License	\$13,000.00	EA	\$13,000.00	\$0.00
1	ECX200004	DECISIONSTATION, SITE License	\$0.00	EA	\$0.00	\$0.00
1	ECX200006	ADMINISTRATION, SITE License	\$0.00	EA	\$0.00	\$0.00
1	ECX200007	MESSAGEWORKS, SITE License	\$0.00	EA	\$0.00	\$0.00
1	ECX200013	SIPStation License, Per Position	\$695.00	EA	\$695.00	\$0.00
	ECX200014-R	Admin PRI Interface License, PSAP	\$6,700.00	EA	\$0.00	\$0.00
	ECX200015	SIP Trunk Interface, ECW to Third Party	\$3,595.00	EA	\$0.00	\$0.00
Software Sub-Total					\$13,695.00	\$0.00

Qty	Part Number	Custom Services - Interfaces - Map Data (400)	Unit Price	U/M	Ext. Price	OFFER Price
1	ECX400001	MAP CONFIG, CUSTOMER PROVIDED DATA	\$2,995.00	EA	\$2,995.00	\$2,845.25
1	ECX400002	911 TELECOM CONFIG/STAGING	\$3,995.00	EA	\$3,995.00	\$3,795.25
1	ECX400002-A	ADMIN CONFIG/STAGING	\$3,995.00	EA	\$3,995.00	\$3,795.25
Custom Services Sub-Total					\$10,985.00	\$10,435.75

Qty	Part Number	Peripheral-Miscellaneous Equipment (500)	Unit Price	U/M	Ext. Price	OFFER Price
1	ECX500001-16PWall	WALL MNT ASSM, 19", RMTE, SMALL (1-4)	\$1,500.00	EA	\$1,500.00	\$1,062.00
1	ECX500002-PR	POS. BASED REC KIT - 4 Port	\$350.00	EA	\$350.00	\$247.80
2	ECX500003-8	SWITCH, CISCO, 8-PORT POE, 10/100/1000	\$1,026.00	EA	\$2,052.00	\$1,452.82
	ECX500005-1	ROUTER, CISCO, 2 WAN SINGLE - SIP Trunk IF	\$2,278.00	EA	\$0.00	\$0.00
1	ECX500007-R	MISC. MAT., CABLES, RMTE., LCT	\$600.00	EA	\$600.00	\$424.80
1	ECX500009-1	PRINTER, HP LaserJet Pro 200	\$486.00	EA	\$486.00	\$344.09
1	ECX500017-8	IP to Serial Dct., 8 Port, Remote	\$2,289.60	EA	\$2,289.60	\$1,621.04
	ECX500018	SIP External Ringler / Horn, Single	\$513.00	EA	\$0.00	\$0.00
1	ECX500101	UPS, APC 800VA, 1WS pos.	\$295.00	EA	\$295.00	\$208.86
Peripherals / Network Sub-Total					\$7,572.60	\$5,361.40

Qty	Part Number	System Services (600, 700, 800)	Unit Price	U/M	Ext. Price	OFFER Price
1	ECX600001	CS USER/ADMIN OPS TRN (up to 8 students)	\$5,000.00	EA	\$5,000.00	\$4,750.00
5	ECX700001	PROJECT MANAGEMENT, UNCT	\$900.00	EA	\$4,500.00	\$4,275.00
1	ECX700002	SYSTEM INSTALLATION, PRIMARY	\$5,533.19	UN	\$5,533.19	\$5,256.53
1	ECX800001	SYSTEM ENGINEERING, (1) Lot	\$1,229.60	UN	\$1,229.60	\$1,168.12
5	ECX800003	VERUS PROTECTION, WKS. - Per Pos. / Per Year	\$60.00	EA	\$300.00	\$0.00
Professional Services Sub-Total					\$16,562.79	\$15,449.65

***** **TOTAL NR Charges:** **\$57,549.39** **\$37,430.47**

Qty	Part Number	Recurring Maintenance Charges (900)	Unit Price	U/M	Ext. Price	OFFER Price
1	ECX900003	SYSTEM SUPPORT, 5 YEAR	\$8,901.75	EA	\$8,901.75	\$0.00
4	ECX900004	ONSITE MAINTENANCE, Per YEAR	\$2,869.06	EA	\$11,476.25	\$11,476.25
1	ECX900004-OE	ONSITE MAINTENANCE, FIRST Year	\$1,352.56	EA	\$1,352.56	\$1,352.56
4	ECX900005	EXTENDED WARRANTY, Per YEAR	\$489.20	EA	\$1,956.79	\$1,956.79
Sub-Total Recurring Charges:					\$23,687.35	\$14,785.60

***** **TOTAL COST OF OWNERSHIP:** **5 YEAR(s)** **\$81,236.74** **\$52,216.07**



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EXHIBIT VI – NON-OAKLAND COUNTY SITE PRICING

Final Version - March 21, 2016

System Configuration:

Remote Call Handling Site
i3 Connectivity to PFN/Digital provided ESinet
Turnkey Services from ECW, Local Support
(5) year Software, remote support, monitoring and help desk
Dedicated Local Project Technician, First Year of Warranty

Pos. Count
2
Yrs. Spt.
5

Qty	Part Number	Telecom / Hardware Based Components (100)	Unit Price	U/M	OFFER Price
2	EOX100101	WKS PC, Dual Video, 4G RAM	\$1,512.00	EA	\$2,140.99
	EOX100101	WKS PC, Dual Video, 4G RAM, (ACD WallBoards)	\$1,512.00	EA	\$0.00
	EOX100101-P	Portable AMS, Pos., Laptop/VoIP Tel./ Kit Assm.	\$3,500.00	EA	\$0.00
4	EOX100103	MONITOR, 22W" FP, BLK	\$452.00	EA	\$1,280.06
	EOX100104	MONITOR, 24W" FP, BLK	\$699.00	EA	\$0.00
	EOX100105-60	MONITOR, 60", LCD TV/Monitor	\$1,800.00	EA	\$0.00
2	EOX100001-NS	AUDIO INTERFACE UNIT (AIU)	\$1,350.00	EA	\$1,911.60
2	EOX100201	POLYCOM 650 SIP PHONE	\$468.00	EA	\$662.69
	EOX100204	Keypad, Genovation 24 Key, Model 683	\$189.00	EA	\$0.00
2	EOX100311	Media Gateway, 8 port FXO to SIP	\$1,085.00	EA	\$1,536.36
2	EOX100312	Media Gateway, 4 Port FXS or (CAMA) to SIP	\$610.00	EA	\$863.76
1	EOX100312-1	Media Gateway, 4 Port FXS (Station Rec.)	\$610.00	EA	\$431.88
	EOX100314	Media Gateway, PRI to SIP	\$5,435.00	EA	\$0.00
1	EOX100315	Rack Shelf, Media Gateway, 2 GW per Shelf	\$32.00	EA	\$22.66
Hardware Sub-Total					\$8,850.00

Qty	Part Number	Software Components (200)	Unit Price	U/M	OFFER Price
2	EOC200001	CALLSTATION License	\$13,000.00	EA	\$0.00
1	EOC200004	DECISIONSTATION, SITE License	\$0.00	EA	\$0.00
1	EOC200006	ADMINISTRATION, SITE License	\$0.00	EA	\$0.00
1	EOC200007	MESSAGEWORKS, SITE License	\$0.00	EA	\$0.00
	EOC200014-R	Admin PRI Interface License, PSAP	\$6,700.00	EA	\$0.00
	EOC200015	SIP Trunk Interface, ECW to Third Party	\$3,595.00	EA	\$0.00
Software Sub-Total					\$0.00

Qty	Part Number	Custom Services - Interfaces - Map Data (400)	Unit Price	U/M	OFFER Price
1	EOX400001	MAP CONFIG, CUSTOMER PROVIDED DATA	\$2,995.00	EA	\$2,845.25
1	EOX400002	911 TELECOM CONFIG/STAGING	\$3,995.00	EA	\$3,795.25
1	EOX400002-A	ADMIN CONFIG/STAGING	\$3,995.00	EA	\$3,795.25
Custom Services Sub-Total					\$10,435.75

Qty	Part Number	Peripheral-Miscellaneous Equipment (500)	Unit Price	U/M	OFFER Price
1	EOX500001-16PWall	WALL MNT ASSM, 19", RMTE, SMALL (1-4)	\$1,500.00	EA	\$1,062.00
1	EOX500002-PR	POS, BASED REC KIT - 4 Port	\$350.00	EA	\$247.80
2	EOX500003-8	SWITCH, CISCO, 8-PORT POE, 10/100/1000	\$1,026.00	EA	\$1,452.82
1	EOX500005-1	ROUTER, CISCO, 2 WAN SINGLE/RMTE/2901	\$2,278.00	EA	\$1,612.82
	EOX500005-1	ROUTER, CISCO, 2 WAN SINGLE - SIP Trunk IF	\$2,278.00	EA	\$0.00
1	EOX500007-R	MISC. MAT., CABLES, RMTE., LOT	\$600.00	EA	\$424.80
1	EOX500009-1	PRINTER, HP LaserJet Pro 200	\$486.00	EA	\$344.09
1	EOX500017-8	IP to Serial Dist., 8 Port, Remote	\$2,289.60	EA	\$1,621.04
	EOX500018	SIP External Ringer / Horn, Single	\$513.00	EA	\$0.00
1	EOX500101	UPS, APC 800VA, IWS pos.	\$295.00	EA	\$208.66
Peripherals / Network Sub-Total					\$6,974.22

Qty	Part Number	System Services (600, 700, 800)	Unit Price	U/M	OFFER Price
1	EOX600001	CS USER/ADMIN OPPTS TRN (up to 8 students)	\$5,000.00	EA	\$4,750.00
6	EOX700001	PROJECT MANAGEMENT, UNIT	\$900.00	EA	\$5,130.00
1	EOX700002	SYSTEM INSTALLATION, PRIMARY	\$8,010.31	UN	\$7,609.79
1	EOX800001	SYSTEM ENGINEERING, (1) Loc	\$1,780.07	UN	\$1,691.06
10	EOX800003	VIRUS PROTECTION, WKS. - Per Pos. / Per Year	\$60.00	EA	\$0.00
4	EOX800004	CUSTOM SERVICES - TBD	\$1,000.00	EA	\$3,600.00
Professional Services Sub-Total					\$22,980.86

***** TOTAL NR Charges: \$49,240.83

Qty	Part Number	Recurring Maintenance Charges (900)	Unit Price	U/M	OFFER Price
1	EOX900003	SYSTEM SUPPORT, 5 YEAR	\$16,900.00	EA	\$0.00
4	EOX900004	ONSITE MAINTENANCE, Per YEAR	\$4,153.49	EA	\$16,613.97
1	EOX900004-OE	ONSITE MAINTENANCE, FIRST Year	\$1,958.07	EA	\$1,958.07
4	EOX900005	EXTENDED WARRANTY, Per YEAR	\$670.52	EA	\$2,682.07
Sub-Total Recurring Charges:					\$21,254.11

***** TOTAL COST OF OWNERSHIP: 5 YEAR(s) \$70,494.94

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EXHIBIT VI – NON-OAKLAND COUNTY SITE PRICING

Final Version - March 21, 2016

System Configurations:

Remote Call Handling Site, Admin SIP Trunk Interface
3 Connectivity to PFN/Digital provided ESNet
Turnkey Services from ECW, Local Support
(5) year Software, remote support, monitoring and help desk
Dedicated Local Project Technician, First Year of Warranty

Pos. Count
2
Yrs. Spl.
5

Qty	Part Number	Telecom / Hardware Based Components (100)	Unit Price	U/M	OFFER Price
2	ECX100101	WKS PC, Dual Video, 4G RAM	\$1,512.00	EA	\$2,140.99
	ECX100101	WKS PC, Dual Video, 4G RAM, (ACD WallBoards)	\$1,512.00	EA	\$0.00
	ECX100101-P	Portable ANS, Pos., Laptop/VoIP Tel./ Kit Assm.	\$3,500.00	EA	\$0.00
4	ECX100103	MONITOR, 22WM" FP, BLK	\$452.00	EA	\$1,280.06
	ECX100104	MONITOR, 24W" FP, BLK	\$699.00	EA	\$0.00
	ECX100105-60	MONITOR, 60", LCD TV/Monitor	\$1,800.00	EA	\$0.00
2	ECX100001-NS	AUDIO INTERFACE UNIT (AIU)	\$1,350.00	EA	\$1,911.60
2	ECX100201	POLYCOM 650 SIP PHONE	\$468.00	EA	\$662.69
	ECX100204	Keypad, Genovation 24 Key, Model 683	\$189.00	EA	\$0.00
2	ECX100312	Media Gateway, 4 Port FXS or (CAMA) to SIP	\$610.00	EA	\$863.76
1	ECX100312-1	Media Gateway, 4 Port FXS (Station Rec.)	\$610.00	EA	\$431.88
	ECX100314	Media Gateway, PRI to SIP	\$5,435.00	EA	\$0.00
1	ECX100315	Rack Shelf, Media Gateway, 2 GW per Shelf	\$32.00	EA	\$22.66
Hardware Sub-Total					\$7,313.64

Qty	Part Number	Software Components (200)	Unit Price	U/M	OFFER Price
2	ECX200001	CALLSTATION License	\$13,000.00	EA	\$0.00
1	ECX200004	DECISIONSTATION, SITE License	\$0.00	EA	\$0.00
1	ECX200006	ADMINISTRATION, SITE License	\$0.00	EA	\$0.00
1	ECX200007	MESSAGEWORKS, SITE License	\$0.00	EA	\$0.00
	ECX200014-R	Admin PRI Interface License, PSAP	\$6,700.00	EA	\$0.00
1	ECX200015	SIP Trunk Interface, ECW to Third Party	\$3,595.00	EA	\$0.00
Software Sub-Total					\$0.00

Qty	Part Number	Custom Services - Interfaces - Map Data (400)	Unit Price	U/M	OFFER Price
1	ECX400001	MAP CONFIG, CUSTOMER PROVIDED DATA	\$2,995.00	EA	\$2,845.25
1	ECX400002	911 TELECOM CONFIG/STAGING	\$3,995.00	EA	\$3,795.25
1	ECX400002-A	ADMIN CONFIG/STAGING	\$3,995.00	EA	\$3,795.25
Custom Services Sub-Total					\$10,435.75

Qty	Part Number	Peripheral-Miscellaneous Equipment (500)	Unit Price	U/M	OFFER Price
1	ECX500001-16PWall	WALL MNT ASSM, 19", RMTE, SMALL (1-4)	\$1,500.00	EA	\$1,062.00
1	ECX500002-PR	POS, BASED REC KIT - 4 Port	\$350.00	EA	\$247.80
2	ECX500003-8	SWITCH, CISCO, 8-PORT POE, 10/100/1000	\$1,026.00	EA	\$1,452.82
1	ECX500005-1	ROUTER, CISCO, 2 WAN SINGLE/RMTE/2901	\$2,278.00	EA	\$1,612.82
1	ECX500005-1	ROUTER, CISCO, 2 WAN SINGLE - SIP Trunk IF	\$2,278.00	EA	\$1,612.82
1	ECX500007-R	MISC. MAT., CABLES, RMTE., LOT	\$600.00	EA	\$424.80
1	ECX500009-1	PRINTER, HP LaserJet Pro 200	\$486.00	EA	\$344.09
1	ECX500017-8	IP to Serial Dist., 8 Port, Remote	\$2,289.60	EA	\$1,621.04
	ECX500018	SIP External Ringer / Horn, Single	\$513.00	EA	\$0.00
1	ECX500101	UPS, APC 800VA, 1WS pos.	\$295.00	EA	\$208.86
Peripherals / Network Sub-Total					\$8,587.05

Qty	Part Number	System Services (600, 700, 800)	Unit Price	U/M	OFFER Price
1	ECX600001	CS USER/ADMIN OPPS TRN (up to 8 students)	\$5,000.00	EA	\$4,750.00
6	ECX700001	PROJECT MANAGEMENT, UNIT	\$900.00	EA	\$5,130.00
1	ECX700002	SYSTEM INSTALLATION, PRIMARY	\$8,510.21	UN	\$8,084.70
1	ECX800001	SYSTEM ENGINEERING, (1) Lot	\$1,891.16	UN	\$1,796.60
10	ECX800003	VIRUS PROTECTION, WKS. - Per Pos. / Per Year	\$60.00	EA	\$0.00
4	ECX800004	CUSTOM SERVICES - TBD	\$1,000.00	EA	\$3,800.00
Professional Services Sub-Total					\$23,561.30

***** **TOTAL NR Charges:** **\$49,897.74**

Qty	Part Number	Recurring Maintenance Charges (900)	Unit Price	U/M	OFFER Price
1	ECX900003	SYSTEM SUPPORT, 5 YEAR	\$19,236.75	EA	\$0.00
4	ECX900004	ONSITE MAINTENANCE, Per YEAR	\$4,412.70	EA	\$17,650.81
1	ECX900004-OE	ONSITE MAINTENANCE, FIRST Year	\$2,080.27	EA	\$2,080.27
4	ECX900005	EXTENDED WARRANTY, Per YEAR	\$673.76	EA	\$2,695.03

Sub-Total Recurring Charges: **\$22,426.11**

***** **TOTAL COST OF OWNERSHIP:** **5 YEAR(s)** **\$72,323.85**



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EXHIBIT VI – NON-OAKLAND COUNTY SITE PRICING

Final Version - March 21, 2016

System Configuration:

Remote Call Handling Site
i3 Connectivity to PPN/Indigital provided ESNet
Turnkey Services from ECW, Local Support
(5) year Software, remote support, monitoring and help desk
Dedicated Local Project Technician, First Year of Warranty

Pos. Count
3
Yrs. Spt
5

Qty	Part Number	Telecom / Hardware Based Components (100)	Unit Price	U/M	OFFER Price
3	ECX100101	WKS PC, Dual Video, 4G RAM	\$1,512.00	EA	\$3,211.49
6	ECX100103	MONITOR, 22WIM* FP, BLK	\$452.00	EA	\$1,920.10
3	ECX100001-NS	AUDIO INTERFACE UNIT (AIU)	\$1,350.00	EA	\$2,867.40
3	ECX100201	POLYCOM 650 SIP PHONE	\$466.00	EA	\$994.03
2	ECX100311	Media Gateway, 8 port FXO to SIP	\$1,085.00	EA	\$1,536.36
2	ECX100312	Media Gateway, 4 Port FXS or (CAMA) to SIP	\$610.00	EA	\$863.76
1	ECX100312-1	Media Gateway, 4 Port FXS (Station Rec.)	\$610.00	EA	\$431.88
1	ECX100315	Rack Shelf, Media Gateway, 2 GW per Shelf	\$32.00	EA	\$22.66
Hardware Sub-Total					\$11,847.67

Qty	Part Number	Software Components (200)	Unit Price	U/M	OFFER Price
3	ECX200001	CALLSTATION License	\$13,000.00	EA	\$0.00
1	ECX200004	DECISIONSTATION, SITE License	\$0.00	EA	\$0.00
1	ECX200006	ADMINISTRATION, SITE License	\$0.00	EA	\$0.00
1	ECX200007	MESSAGEWORKS, SITE License	\$0.00	EA	\$0.00
	ECX200014-R	Admin PRI Interface License, PSAP	\$6,700.00	EA	\$0.00
	ECX200015	SIP Trunk Interface, ECW to Third Party	\$3,595.00	EA	\$0.00
Software Sub-Total					\$0.00

Qty	Part Number	Custom Services - Interfaces - Map Data (400)	Unit Price	U/M	OFFER Price
1	ECX400001	MAP CONFIG, CUSTOMER PROVIDED DATA	\$2,995.00	EA	\$2,845.25
1	ECX400002	911 TELECOM CONFIG/STAGING	\$3,995.00	EA	\$3,795.25
1	ECX400002-A	ADMIN CONFIG/STAGING	\$3,995.00	EA	\$3,795.25
Custom Services Sub-Total					\$10,435.75

Qty	Part Number	Peripheral-Miscellaneous Equipment (500)	Unit Price	U/M	OFFER Price
1	ECX500001-16PWall	WALL MNT ASSM, 19", RMTE, SMALL (1-4)	\$1,500.00	EA	\$1,062.00
1	ECX500002-PR	POS. BASED REC KIT - 4 Port	\$350.00	EA	\$247.80
2	ECX500003-8	SWITCH, CISCO, 8-PORT POE, 10/100/1000	\$1,026.00	EA	\$1,452.82
1	ECX500005-1	ROUTER, CISCO, 2 WAN SINGLE/RMTE/2901	\$2,278.00	EA	\$1,612.82
	ECX500005-1	ROUTER, CISCO, 2 WAN SINGLE - SIP Trunk IF	\$2,278.00	EA	\$0.00
1	ECX500007-R	MISC. MAT., CABLES, RMTE., LOT	\$600.00	EA	\$424.80
1	ECX500009-1	PRINTER, HP LaserJet Pro 200	\$486.00	EA	\$344.09
1	ECX500017-8	IP to Serial Dist., 8 Port, Remote	\$2,289.60	EA	\$1,621.04
	ECX500018	SIP External Ringer / Horn, Single	\$513.00	EA	\$0.00
1	ECX500101	UPS, APC 800VA, IWS pos.	\$295.00	EA	\$208.86
Peripherals / Network Sub-Total					\$6,974.22

Qty	Part Number	System Services (600, 700, 800)	Unit Price	U/M	OFFER Price
1	ECX600001	CS USER/ADMIN OPPS TRN (up to 8 students)	\$5,000.00	EA	\$4,750.00
7	ECX700001	PROJECT MANAGEMENT, UNIT	\$900.00	EA	\$5,985.00
1	ECX700002	SYSTEM INSTALLATION, PRIMARY	\$10,336.90	UN	\$9,820.05
1	ECX800001	SYSTEM ENGINEERING, (1) Lot	\$2,297.09	UN	\$2,182.23
15	ECX800003	VIRUS PROTECTION, WKS. - Per Pos. / Per Year	\$60.00	EA	\$0.00
Professional Services Sub-Total					\$22,737.28

***** TOTAL NR Charges: \$51,994.93

Qty	Part Number	Recurring Maintenance Charges (900)	Unit Price	U/M	OFFER Price
1	ECX900003	SYSTEM SUPPORT, 5 YEAR	\$25,350.00	EA	\$0.00
4	ECX900004	ONSITE MAINTENANCE, Per YEAR	\$5,359.87	EA	\$21,439.49
1	ECX900004-OE	ONSITE MAINTENANCE, FIRST Year	\$2,526.80	EA	\$2,526.80
4	ECX900005	EXTENDED WARRANTY, Per YEAR	\$797.54	EA	\$3,190.15
Sub-Total Recurring Charges:					\$27,156.44

***** TOTAL COST OF OWNERSHIP: 5 YEAR(s) \$79,151.37

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EXHIBIT VI – NON-OAKLAND COUNTY SITE PRICING

Final Version - March 21, 2016

System Configurations:

Remote Call Handling Site
i3 Connectivity to PFN/Indigital provided ESNet
Turnkey Services from ECW, Local Support
(5) year Software, remote support, monitoring and help desk
Dedicated Local Project Technician, First Year of Warranty

Pos. Count
4
Yrs. Spt.
5

Qty	Part Number	Telecom / Hardware Based Components (100)	Unit Price	U/M	OFFER Price
4	EOX100101	WKS PC, Dual Video, 4G RAM	\$1,512.00	EA	\$4,281.98
	EOX100101	WKS PC, Dual Video, 4G RAM, (ACD WallBoards)	\$1,512.00	EA	\$0.00
	EOX100101-P	Portable ANS. Pos., Laptop/VoIP Tel./ Kit Assem.	\$3,500.00	EA	\$0.00
8	EOX100103	MONITOR, 22W" FP, BLK	\$452.00	EA	\$2,560.13
	EOX100104	MONITOR, 24W" FP, BLK	\$699.00	EA	\$0.00
	EOX100105-60	MONITOR, 60", LCD TV/Monitor	\$1,800.00	EA	\$0.00
4	EOX100001-NS	AUDIO INTERFACE UNIT (AIU)	\$1,350.00	EA	\$3,823.20
4	EOX100201	POLYCOM 650 SIP PHONE	\$468.00	EA	\$1,325.38
	EOX100204	Keypad, Genovation 24 Key, Model 683	\$189.00	EA	\$0.00
2	EOX100305	Media Gateway, 8 Port FXS or (CAMA) to SIP	\$1,085.00	EA	\$1,536.36
4	EOX100311	Media Gateway, 8 port FXO to SIP	\$1,085.00	EA	\$3,072.72
2	EOX100312-1	Media Gateway, 4 Port FXS (Station Rec.)	\$610.00	EA	\$863.76
	EOX100314	Media Gateway, PRI to SIP	\$5,435.00	EA	\$0.00
1	EOX100315	Rack Shelf, Media Gateway, 2 GW per Shelf	\$32.00	EA	\$22.66
Hardware Sub-Total					\$17,486.18

Qty	Part Number	Software Components (200)	Unit Price	U/M	OFFER Price
4	EOX200001	CALLSTATION License	\$13,000.00	EA	\$0.00
1	EOX200004	DECISIONSTATION, SITE License	\$0.00	EA	\$0.00
1	EOX200006	ADMINISTRATION, SITE License	\$0.00	EA	\$0.00
1	EOX200007	MESSAGEWORKS, SITE License	\$0.00	EA	\$0.00
	EOX200014-R	Admin PRI Interface License, PSAP	\$6,700.00	EA	\$0.00
	EOX200015	SIP Trunk Interface, ECW to Third Party	\$3,595.00	EA	\$0.00
Software Sub-Total					\$0.00

Qty	Part Number	Custom Services - Interfaces - Map Data (400)	Unit Price	U/M	OFFER Price
1	EOX400001	MAP CONFIG, CUSTOMER PROVIDED DATA	\$2,995.00	EA	\$2,845.25
1	EOX400002	911 TELECOM CONFIG/STAGING	\$3,995.00	EA	\$3,795.25
1	EOX400002-A	ADMIN CONFIG/STAGING	\$3,995.00	EA	\$3,795.25
Custom Services Sub-Total					\$10,435.75

Qty	Part Number	Peripheral-Miscellaneous Equipment (500)	Unit Price	U/M	OFFER Price
1	EOX500001-16PWall	WALL MNT ASSM, 19", RMTE, SMALL (1-4)	\$1,500.00	EA	\$1,062.00
1	EOX500002-PR	POS. BASED REC KIT - 4 Port	\$350.00	EA	\$247.80
2	EOX500003-8	SWITCH, CISCO, 8-PORT POE, 10/100/1000	\$1,026.00	EA	\$1,452.82
1	EOX500005-1	ROUTER, CISCO, 2 WAN SINGLE/RMTE/2901	\$2,278.00	EA	\$1,612.82
	EOX500005-1	ROUTER, CISCO, 2 WAN SINGLE - SIP Trunk IF	\$2,278.00	EA	\$0.00
1	EOX500007-R	MISC. MAT., CABLES, RMTE., LOT	\$600.00	EA	\$424.80
1	EOX500009-1	PRINTER, HP LaserJet Pro 200	\$486.00	EA	\$344.09
1	EOX500017-8	IP to Serial Disc., 8 Port, Remote	\$2,289.60	EA	\$1,621.04
	EOX500018	SIP External Ringing / Horn, Single	\$513.00	EA	\$0.00
1	EOX500101	UPS, APC 800VA, INVS pos.	\$295.00	EA	\$208.86
Peripherals / Network Sub-Total					\$6,974.22

Qty	Part Number	System Services (600, 700, 800)	Unit Price	U/M	OFFER Price
1	EOX600001	CS USER/ADMIN OPSS TRN (up to 8 students)	\$5,000.00	EA	\$4,750.00
8	EOX700001	PROJECT MANAGEMENT, UNIT	\$900.00	EA	\$6,840.00
1	EOX700002	SYSTEM INSTALLATION, PRIMARY	\$13,167.04	UN	\$12,508.68
1	EOX800001	SYSTEM ENGINEERING, (1) Lot	\$2,926.01	UN	\$2,779.71
20	EOX800003	VIRUS PROTECTION, WKS. - Per Pos. / Per Year	\$60.00	EA	\$0.00
Professional Services Sub-Total					\$26,878.39

***** **TOTAL NR Charges:** **\$61,774.55**

Qty	Part Number	Recurring Maintenance Charges (900)	Unit Price	U/M	OFFER Price
1	EOX900003	SYSTEM SUPPORT, 5 YEAR	\$33,800.00	EA	\$0.00
4	EOX900004	ONSITE MAINTENANCE, Per YEAR	\$6,827.35	EA	\$27,309.41
1	EOX900004-DE	ONSITE MAINTENANCE, FIRST Year	\$3,218.61	EA	\$3,218.61
4	EOX900005	EXTENDED WARRANTY, Per YEAR	\$1,036.46	EA	\$4,145.83
Sub-Total Recurring Charges:					\$34,673.85

***** **TOTAL COST OF OWNERSHIP:** **5 YEAR(s)** **\$96,448.40**

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EXHIBIT VI – NON-OAKLAND COUNTY SITE PRICING

Final Version - March 21, 2016

System Configuration:

Remote Call Handling Site
i3 Connectivity to PFMdigital provided ESnet
Turnkey Services from ECW, Local Support
(5) year Software, remote support, monitoring and help desk
Dedicated Local Project Technician, First Year of Warranty

Pos. Count
5
Yrs. Spt.
5

Qty	Part Number	Telecom / Hardware Based Components (100)	Unit Price	U/M	OFFER Price
5	ECX100101	WKS PC, Dual Video, 4G RAM	\$1,512.00	EA	\$5,352.48
	ECX100101	WKS PC, Dual Video, 4G RAM, (ACD WallBoards)	\$1,512.00	EA	\$0.00
	ECX100101-P	Portable ANS, Pos., Laptop/VoIP Tel./ Kit Assm.	\$3,500.00	EA	\$0.00
10	ECX100103	MONITOR, 22WM" FP, BLK	\$452.00	EA	\$3,200.16
	ECX100104	MONITOR, 24W" FP, BLK	\$699.00	EA	\$0.00
	ECX100105-60	MONITOR, 60", LCD TV/Monitor	\$1,800.00	EA	\$0.00
5	ECX100001-NS	AUDIO INTERFACE UNIT (AIU)	\$1,350.00	EA	\$4,779.00
5	ECX100201	POLYCOM 650 SIP PHONE	\$468.00	EA	\$1,656.72
	ECX100204	Keypad, Genovation 24 Key, Model 683	\$189.00	EA	\$0.00
2	ECX100305	Media Gateway, 8 Port FXS or (CAMA) to SIP	\$1,085.00	EA	\$1,536.36
1	ECX100305-1	Media Gateway, 8 Port FXS (Station Rec.)	\$1,085.00	EA	\$768.18
4	ECX100311	Media Gateway, 8 port FXO to SIP	\$1,085.00	EA	\$3,072.72
	ECX100314	Media Gateway, PRI to SIP	\$5,435.00	EA	\$0.00
1	ECX100315	Rack Shelf, Media Gateway, 2 GW per Shelf	\$32.00	EA	\$22.66
Hardware Sub-Total					\$20,388.28

Qty	Part Number	Software Components (200)	Unit Price	U/M	OFFER Price
5	ECX200001	CALLSTATION License	\$13,000.00	EA	\$0.00
1	ECX200004	DECISIONSTATION, SITE License	\$0.00	EA	\$0.00
1	ECX200006	ADMINISTRATION, SITE License	\$0.00	EA	\$0.00
1	ECX200007	MESSAGEWORKS, SITE License	\$0.00	EA	\$0.00
	ECX200014-R	Admin PRI Interface License, PSAP	\$6,700.00	EA	\$0.00
1	ECX200015	SIP Trunk Interface, ECW to Third Party	\$3,595.00	EA	\$0.00
Software Sub-Total					\$0.00

Qty	Part Number	Custom Services - Interfaces - Map Data (400)	Unit Price	U/M	OFFER Price
1	ECX400001	MAP CONFIG, CUSTOMER PROVIDED DATA	\$2,995.00	EA	\$2,845.25
1	ECX400002	911 TELECOM CONFIG/STAGING	\$3,995.00	EA	\$3,795.25
1	ECX400002-A	ADMIN CONFIG/STAGING	\$3,995.00	EA	\$3,795.25
Custom Services Sub-Total					\$10,435.75

Qty	Part Number	Peripheral-Miscellaneous Equipment (500)	Unit Price	U/M	OFFER Price
1	ECX500001-48PWall	WALL MNT ASSM, 19", RMTE, Medium (5-12)	\$2,100.00	EA	\$1,486.80
2	ECX500002-PR	POS. BASED REC KIT - 4 Port	\$350.00	EA	\$495.60
2	ECX500003	SWITCH, CISCO, 24-PORT POE, 10/100/1000	\$2,694.00	EA	\$3,814.70
1	ECX500005-1	ROUTER, CISCO, 2 WAN SINGLE - SIP Trunk IF	\$2,278.00	EA	\$1,612.82
1	ECX500007-R	MISC. MAT., CABLES, RMTE., LOT	\$600.00	EA	\$424.80
1	ECX500009-1	PRINTER, HP LaserJet Pro 200	\$486.00	EA	\$344.09
1	ECX500017-8	IP to Serial Dist., 8 Port, Remote	\$2,289.60	EA	\$1,621.04
	ECX500018	SIP External Ringer / Horn, Single	\$513.00	EA	\$0.00
2	ECX500101	UPS, APC 800VA, IWS pos.	\$295.00	EA	\$417.72
Peripherals / Network Sub-Total					\$10,217.57

Qty	Part Number	System Services (600, 700, 800)	Unit Price	U/M	OFFER Price
1	ECX600001	CS USER/ADMIN OPSS TRN (up to 8 students)	\$5,000.00	EA	\$4,750.00
10	ECX700001	PROJECT MANAGEMENT, UNIT	\$900.00	EA	\$8,550.00
1	ECX700002	SYSTEM INSTALLATION, PRIMARY	\$16,579.16	UN	\$15,750.20
1	ECX800001	SYSTEM ENGINEERING, (1) Lot	\$3,684.26	UN	\$3,500.05
25	ECX800003	VIRUS PROTECTION, WKS. - Per Pos. / Per Year	\$60.00	EA	\$0.00
Professional Services Sub-Total					\$32,550.25

***** TOTAL MR Charges: \$73,591.85

Qty	Part Number	Recurring Maintenance Charges (900)	Unit Price	U/M	OFFER Price
1	ECX900003	SYSTEM SUPPORT, 5 YEAR	\$44,586.75	EA	\$0.00
4	ECX900004	ONSITE MAINTENANCE, Per YEAR	\$8,596.60	EA	\$34,386.41
1	ECX900004-OE	ONSITE MAINTENANCE, FIRST Year	\$4,052.68	EA	\$4,052.68
4	ECX900005	EXTENDED WARRANTY, Per YEAR	\$1,296.86	EA	\$5,187.43
Sub-Total Recurring Charges:					\$43,626.52

***** TOTAL COST OF OWNERSHIP: 5 YEAR(s) \$117,218.37

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EXHIBIT VI – NON-OAKLAND COUNTY SITE PRICING

Final Version - March 21, 2016

System Configuration:

Remote Call Handling Site
3 Connectivity to PFMdigital provided ESnet
Turnkey Services from ECW, Local Support
(5) year Software, remote support, monitoring and help desk
Dedicated Local Project Technician, First Year of Warranty

Pos. Count
6
Yrs. Spt.
5

Qty	Part Number	Telecom / Hardware Based Components (100)	Unit Price	U/M	OFFER Price
6	ECX100101	WKS PC, Dual Video, 4G RAM	\$1,512.00	EA	\$6,422.98
	ECX100101	WKS PC, Dual Video, 4G RAM, (ACD WallBoards)	\$1,512.00	EA	\$0.00
	ECX100101-P	Portable ANS. Pos., Laptop/VoIP Tel./ Kit Assm.	\$3,500.00	EA	\$0.00
12	ECX100103	MONITOR, 22WM" FP, BLK	\$452.00	EA	\$0.00
	ECX100104	MONITOR, 24W" FP, BLK	\$699.00	EA	\$0.00
	ECX100105-60	MONITOR, 60", LCD TV/Monitor	\$1,800.00	EA	\$0.00
6	ECX100001-NS	AUDIO INTERFACE UNIT (AIU)	\$1,350.00	EA	\$5,734.80
6	ECX100201	POLYCOM 650 SIP PHONE	\$468.00	EA	\$1,968.06
	ECX100204	Keypad, Genovation 24 Key, Model 683	\$189.00	EA	\$0.00
2	ECX100305	Media Gateway, 8 Port FXS or (CAMA) to SIP	\$1,085.00	EA	\$1,536.36
1	ECX100305-1	Media Gateway, 8 Port FXS (Station Rec.)	\$1,085.00	EA	\$768.18
4	ECX100311	Media Gateway, 8 port FXO to SIP	\$1,085.00	EA	\$3,072.72
	ECX100314	Media Gateway, PRI to SIP	\$5,435.00	EA	\$0.00
1	ECX100315	Rack Shelf, Media Gateway, 2 GW per Shelf	\$32.00	EA	\$22.66
Hardware Sub-Total					\$19,545.76

Qty	Part Number	Software Components (200)	Unit Price	U/M	OFFER Price
6	ECX200001	CALLSTATION License	\$13,000.00	EA	\$0.00
1	ECX200004	DECISIONSTATION, SITE License	\$0.00	EA	\$0.00
1	ECX200006	ADMINISTRATION, SITE License	\$0.00	EA	\$0.00
1	ECX200007	MESSAGEWORKS, SITE License	\$0.00	EA	\$0.00
	ECX200014-R	Admin PRI Interface License, PSAP	\$6,700.00	EA	\$0.00
	ECX200015	SIP Trunk Interface, ECW to Third Party	\$3,595.00	EA	\$0.00
Software Sub-Total					\$0.00

Qty	Part Number	Custom Services - Interfaces - Map Data (400)	Unit Price	U/M	OFFER Price
1	ECX400001	MAP CONFIG, CUSTOMER PROVIDED DATA	\$2,995.00	EA	\$2,845.25
1	ECX400002	911 TELECOM CONFIG/STAGING	\$3,995.00	EA	\$3,795.25
1	ECX400002-A	ADMIN CONFIG/STAGING	\$3,995.00	EA	\$3,795.25
Custom Services Sub-Total					\$10,435.75

Qty	Part Number	Peripheral-Miscellaneous Equipment (500)	Unit Price	U/M	OFFER Price
1	ECX500001-48PWll	WALL MNT ASSM, 19", RMTE, Medium (5-12)	\$2,100.00	EA	\$1,486.80
2	ECX500002-PR	POS. BASED REC KIT - 4 Port	\$350.00	EA	\$495.60
2	ECX500003	SWITCH, CISCO, 24-PORT POE, 10/100/1000	\$2,694.00	EA	\$3,814.70
1	ECX500005-1	ROUTER, CISCO, 2 WAN SINGLE/RMTE/2901	\$2,278.00	EA	\$1,612.82
	ECX500005-1	ROUTER, CISCO, 2 WAN SINGLE - SIP Trunk IF	\$2,278.00	EA	\$0.00
1	ECX500007-R	MISC. MAT., CABLES, RMTE., LOT	\$600.00	EA	\$424.80
1	ECX500009-1	PRINTER, HP LaserJet Pro 200	\$486.00	EA	\$344.09
1	ECX500017-8	IP to Serial Dist., 8 Port, Remote	\$2,289.60	EA	\$1,621.04
	ECX500018	SIP External Ringler / Horn, Single	\$513.00	EA	\$0.00
2	ECX500101	UPS, APC 800VA, IWS pos.	\$295.00	EA	\$417.72
Peripherals / Network Sub-Total					\$10,217.57

Qty	Part Number	System Services (600, 700, 800)	Unit Price	U/M	OFFER Price
1	ECX600001	CS USER/ADMIN OPPS TRN (up to 8 students)	\$5,000.00	EA	\$4,750.00
12	ECX700001	PROJECT MANAGEMENT, UNIT	\$900.00	EA	\$10,260.00
1	ECX700002	SYSTEM INSTALLATION, PRIMARY	\$18,420.43	UN	\$17,499.40
1	ECX800001	SYSTEM ENGINEERING, (1) Lot	\$4,093.43	UN	\$3,688.76
30	ECX800003	VIRUS PROTECTION, WKS. - Per Pos. / Per Year	\$60.00	EA	\$0.00
Professional Services Sub-Total					\$36,398.16

***** **TOTAL NR Charges:** **\$76,597.24**

Qty	Part Number	Recurring Maintenance Charges (900)	Unit Price	U/M	OFFER Price
1	ECX900003	SYSTEM SUPPORT, 5 YEAR	\$50,700.00	EA	\$0.00
4	ECX900004	ONSITE MAINTENANCE, Per YEAR	\$9,551.33	EA	\$38,205.33
1	ECX900004-OE	ONSITE MAINTENANCE, FIRST Year	\$4,502.77	EA	\$4,502.77
4	ECX900005	EXTENDED WARRANTY, Per YEAR	\$1,423.88	EA	\$5,695.51
Sub-Total Recurring Charges:					\$48,403.61

***** **TOTAL COST OF OWNERSHIP:** **5 YEAR(s)** **\$125,000.85**

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248-858-0511 | purchasing@oakgov.com**EXHIBIT VI – NON-OAKLAND COUNTY SITE PRICING****Revision History**

CD052115B-4

Description:	Date:	By:
1) Initial Draft	6/1/2015	CD
2) Reduced ESINet Components / Network	6/4/2015	CD
3) Eliminated TCS components, revised per 10-7-15 site meeting	10/7/2015	CD
4) Summary Page Revisions, and Position Count True UP	11/4/2015	CD
5) Add SIP Trunk for Oakland SO.	11/13/2015	JM
6) Move gateways to PSAP and recreate summary to show PSAP separately.	11/19/2015	JM
7) Separate summary County and PSAP summary pages and format for print.	11/24/2015	JM
8) Increase on-site support to five years, reduce cost of first year on-site.	12/21/2015	JM
9) Remove I&M Training, Fix CONCAT formula, Zero Licenses & Support for PSAPs.	12/30/2015	JM
10) Correct formula issue in the Summary tab related to new On-Site rows.	1/7/2016	JM
10) Add Anti-Virus for Five years for all PSAPs.	2/5/2016	JM
11) Added markings for final draft.	2/18/2016	JM
12) Added Optional Four additional Positions for Oakland SO.	3/18/2016	JM
13) Added pricing for various PSAP equipment optiond/	3/21/2016	JM

Thumbnail of the contract document header and signature area. It shows the Oakland County logo, contract title, and signature lines for both parties.










Oakland County - Emergency CallWorks Contract 004698


Adobe Document Cloud Document History


3/29/16


Created: 3/25/16
 By: Aletha E. Craig (craigae@oakgov.com)
 Status: SIGNED
 Transaction ID: CBJCHBCAABAAPXxAlovAnwVANLI3Mskw95UTY2KZroR


“Oakland County - Emergency CallWorks Contract 004698” History


-  Document created by Aletha E. Craig (craigae@oakgov.com)
 3/25/16 - 10:07:02 EDT - IP address: 12.218.56.53
-  Document emailed to jeremy.eilers@motorolasolutions.com for signature
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-  Document viewed by jeremy.eilers@motorolasolutions.com
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-  Document signing delegated to Daniel Twohig (dan.twohig@motorolasolutions.com) by jeremy.eilers@motorolasolutions.com
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-  Document emailed to Daniel Twohig (dan.twohig@motorolasolutions.com) for signature
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-  Document e-signed by Daniel Twohig (dan.twohig@motorolasolutions.com)
 Signature Date: 3/25/16 - 10:46:03 EDT - Time Source: server - IP address: 140.101.127.197
-  Document emailed to Jeffrey Werner (wernerj@oakgov.com) for signature
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-  Document viewed by Jeffrey Werner (wernerj@oakgov.com)
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 Document e-signed by Jeffrey Werner (wernerj@oakgov.com)
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3/29/16 - 10:18:33 EDT


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 Document e-signed by Patricia A Coates (coatesp@oakgov.com)
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3/29/16 - 10:55:06 EDT - IP address: 12.219.232.53

 Document e-signed by Scott N.Guzzy (guzzys@oakgov.com)
Signature Date: 3/29/16 - 10:55:37 EDT - Time Source: server - IP address: 12.219.232.53

 Signed document emailed to Daniel Twohig (dan.twohig@motorolasolutions.com), Aletha E. Craig (craigae@oakgov.com), Jeffrey Werner (wernerj@oakgov.com), Patricia A Coates (coatesp@oakgov.com), Scott N.Guzzy (guzzys@oakgov.com) and jeremy.eilers@motorolasolutions.com
3/29/16 - 10:55:37 EDT



MEMORANDUM

Police Department

DATE: September 2, 2016

TO: Joseph A. Valentine, City Manager

FROM: Mark Clemence, Chief of Police

SUBJECT: Oakland County Public Safety Answering Point (PSAP) agreement

Oakland County is in the process of upgrading all Public Safety Answering Point (PSAP) call processing equipment (CPE) used in the County. This requires a change from voice communications being sent via copper wiring to next generation 911 media sent through a managed IP network that is used for emergency services communication, commonly referred to as ESInet. The County has chosen Emergency CallWorks as the sole source vendor for the CPE.

It is cost prohibitive for every PSAP to construct and maintain a separate ESInet. The County will construct, implement, operate, and maintain the ESInet and will host and interconnect common, remote call processing equipment. The attached agreement delineates the responsibility of the County and the Local PSAP.

The County will be responsible for the costs associated to construct, implement, operate and maintain the ESInet and for the cost to host and interconnect common, remote call processing equipment, inventory of critical spare parts, create a shared back-up PSAP in Pontiac, establish and maintain an operational workflow and management procedure for the shared equipment.

Local PSAPs will be responsible for purchasing and maintenance of common remote call processing equipment for the operation of that PSAP. Local PSAPs will be responsible for the equipment used for recording NG911 data as well storage, providing updated information to the master street address guide (MSAG), providing back-up power and integration of administrative telephone lines.

This agreement is similar to the CLEMIS service agreement which provides police and fire records management, computer aided dispatch (CAD), report writing, prisoner booking, automated fingerprinting, pawn application, evidence management, traffic citations, and crash reporting.

This agreement will allow to for all 20 PSAP's in Oakland County to be linked allowing for optimal performance of call processing equipment when dealing with NG911 media.

City Attorney Tim Currier has reviewed and approved this Oakland County Public Safety agreement.

SUGGESTED RESOLUTION:

To approve the Oakland County Public Safety Answering Point agreement. Further, to direct the Mayor, City Clerk and Chief of Police to sign the agreement on the behalf of the City.

**PUBLIC SAFETY ANSWERING POINT AGREEMENT
BETWEEN
OAKLAND COUNTY
AND
CITY OF BIRMINGHAM**

This Agreement (the "Agreement") is made between Oakland County, a Constitutional and Municipal Corporation, 1200 North Telegraph, Pontiac, Michigan 48341 ("County"), and the City of Birmingham, 151 Martin St., Birmingham, MI 48009 ("Public Body"). County and Public Body may also be referred to jointly as "Parties".

INTRODUCTION/PURPOSE OF AGREEMENT. The Public Body and the County enter into this Agreement, pursuant to Michigan law for the purpose of delineating the duties and responsibilities between the Parties related to the following. Since 1988, the County has been using the legacy copper network provided by the Incumbent Local Exchange Carrier (ILEC) for transport and to support the County 9-1-1 System. In order to prepare for the migration to Next Generation 9-1-1, the County will replace the legacy copper network with an Emergency Services IP Network ("ESInet"), which is defined in Section 1 of this Agreement. The ESInet will offer many advances in processing voice, text and related data elements associated with 9-1-1 calls, i.e., emergency requests, and will improve 9-1-1 Services for the residents of Oakland County. For optimum security, functionality, and operation of the ESInet, all Public Safety Answering Points ("PSAPs") participating in the County 9-1-1 Service Plan should use a common call processing equipment system, comprised of host call processing equipment and remote call processing equipment.

Because it is impractical and cost prohibitive for all PSAPs to construct and maintain separate ESInets, pursuant to the County 9-1-1 Plan, the County, through third parties, will construct, implement, operate, and maintain the ESInet and will host and interconnect common, remote call processing equipment. The County will be responsible for the costs to construct, implement, operate and maintain the ESInet and for the costs to host and interconnect common, remote call processing equipment, including software for the remote call processing equipment, to be paid through operating and/or technical surcharges. The Public Body will be responsible to purchase, pay for, and maintain the common remote call processing equipment.

The Parties agree to the following:

1. **DEFINITIONS.** The following words and expressions used throughout this Agreement, whether used in the singular or plural, shall be defined, read, and interpreted as follows.
 - 1.1. **9-1-1 Service** means a public communication service that provides service users with the ability to reach a public safety answering point by dialing, initializing, or otherwise activating the 9-1-1 System through the numerals "9-1-1" by the means of a telephone device, cellular telephone device, wireless communication device, interconnected voice over the internet device, or other means.
 - 1.2. **Agreement** means the terms and conditions of this Agreement and any other mutually agreed to written and executed modification, amendment, or addendum.
 - 1.3. **Call Processing Equipment System ("CPE System")** means the Host Call Processing Equipment and the Remote Call Processing Equipment and any combination thereof.

- 1.4. **Claims** means any alleged losses, claims, complaints, demands for relief or damages, lawsuits, causes of action, proceedings, judgments, deficiencies, liabilities, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are incurred by or asserted against a Party, or for which a Party may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.
- 1.5. **County 9-1-1 Service Plan/9-1-1 Plan** means the plan authorized and adopted by the Oakland County Board of Commissioners pursuant to the Emergency 9-1-1 Service Enabling Act, Public Act 32 of 1986, MCL 484.1101, et seq., as amended, addressing the technical, operational, financial, managerial, and call handling aspects of the County's 9-1-1 System.
- 1.6. **County 9-1-1 System/9-1-1 System** means the ESInet and the Call Processing Equipment System and as further defined and described in the 9-1-1 Plan and the Emergency 9-1-1 Service Enabling Act, Public Act 32 of 1986, MCL 484.1101, et seq., as amended.
- 1.7. **County** means Oakland County, a municipal and constitutional corporation, including, but not limited to, its departments, divisions, the County Board of Commissioners, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, volunteers, and/or any such persons' successors.
- 1.8. **County Employee** means without limitation, any employees, officers, managers, trustees, volunteers, attorneys, and representatives of the County, and also includes any County licensees, concessionaires, contractors, subcontractors, independent contractors, contractor's suppliers, subsidiaries, joint ventures or partners, and/or any such persons, successors or predecessors, employees (whether such persons act or acted in their personal, representative or official capacities). "County Employee" shall also include any person who was a County Employee at any time during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.
- 1.9. **Day** means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.
- 1.10. **Emergency Services IP Network ("ESInet")** means a managed, standards-based IP network that is used for emergency response service communications and 9-1-1 Services, which can be shared/used by public safety agencies. The ESInet provides the IP transport infrastructure upon which independent application platforms and core functional processes can be deployed, including, but not limited to, those necessary for providing NG9-1-1 services.
- 1.11. **Exhibits** means the following document, which is fully incorporated into this Agreement: **Exhibit A: Diagram of ESInet demarcation.** Exhibit A is confidential and not subject to the Michigan Freedom Information Act, because it contains information of measures designed to protect the security or safety of persons or property, MCL 15.243(y)
- 1.12. **Host Call Processing Equipment ("Host CPE")** means (1) the hardware and equipment, including the provision of data centers, that is needed to operate, manage, host, and

interconnect the Remote CPE and the 9-1-1 System, but excluding the Remote CPE and (2) the software used to accept, deliver, operate, and manage 9-1-1 voice information, location information, and related data from the telephone service providers to Remote CPE and to the 9-1-1 System.

- 1.13. **Points of Contact** mean the individuals designated by Public Body and the County to act as primary and secondary contacts for communication and other purposes as described herein.
- 1.14. **Public Body** means the «**Public_Body**», including, but not limited to, its Council, Board, and all of its departments, divisions, elected and appointed officials, board members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, volunteers, and/or any such persons' successors.
- 1.15. **Public Body Employee** means without limitation, any employees, officers, managers, trustees, volunteers, attorneys, and representatives of the Public Body, and also includes any licensees, concessionaires, contractors, subcontractors, independent contractors, contractor's suppliers, subsidiaries, joint ventures or partners, and/or any such persons, successors or predecessors, employees, (whether such persons act or acted in their personal, representative or official capacities). "Public Body Employee" shall also include any person who was a Public Body Employee at any time during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.
- 1.16. **Public Safety Answering Point ("PSAP")** means a primary or secondary public safety answering point as defined in the Emergency 9-1-1 Service Enabling Act, MCL 484.1102(z) and (gg).
- 1.17. **Remote Call Processing Equipment ("Remote CPE")** means the hardware and equipment within the Public Body's PSAP, as further defined by the demarcation point in Exhibit A, which accepts, delivers, and manages 9-1-1 voice information, location information, and related data from the telephone service providers to the call taker/dispatcher and the 9-1-1 System.

2. **EFFECTIVE DATE & DURATION OF AGREEMENT & AMENDMENTS.**

- 2.1. **Effective Date of Agreement/Amendments.** This Agreement and any amendments to this Agreement shall be effective when executed by both Parties with resolutions passed by the governing bodies of each Party. All amendments to this Agreement shall be in writing. The approval of this Agreement and any amendments shall be entered in the official minutes of the governing bodies of each Party. An executed copy of this Agreement and any amendments shall be filed by the County Clerk with the Secretary of State.
- 2.2. **Agreement Duration.** This Agreement shall remain in effect for five (5) years from the date the Agreement is completely executed by all Parties ("initial term") or until cancelled or terminated pursuant to this Agreement. Upon expiration of the initial term, this Agreement shall automatically renew for one (1) year terms, unless it is terminated or cancelled pursuant to this Agreement.

3. **COUNTY RESPONSIBILITIES.**

- 3.1. **Provision and Maintenance of ESInet.** The County, through a third-party, shall construct, implement, operate, maintain, and repair the ESInet, including the demarcation equipment, to operate the 9-1-1 System, pursuant to the 9-1-1 Plan. All costs to construct,

implement, operate, maintain, and repair the ESInet, including the demarcation equipment, will be paid by the County through technical and/or operational surcharge.

- 3.2. **Delivery of ESInet.** The County, through a third-party, shall deliver and install the ESInet to the physical edge of the building where the Public Body's PSAP is located. The ESInet will terminate at a mutually agreed upon, secure and safe interior location. The physical demarcation point, demarcation equipment, and handoff parameters for the ESInet are depicted and defined in Exhibit A.
- 3.3. **Bandwidth for ESInet.** The County will determine the bandwidth of the ESInet to be delivered to the Public Body's PSAP. This determination will be based on the PSAP's historical call volume and software requirements. The determination shall be reviewed annually by the County to ensure that 9-1-1 Service bandwidth requirements are sufficient.
- 3.4. **Provision and Maintenance of Host CPE.** The County, through a third-party, shall provide, pay for, maintain, and repair the Host CPE. All costs for the provision, maintenance, and repair of the Host CPE shall be paid by the County through technical and/or operational surcharges.
- 3.5. **Critical Spare Parts.** The County shall keep an inventory of critical spare parts for Remote CPE the County, in its discretion, deems appropriate. The County shall be responsible for paying the initial inventory of critical spare parts. The Public Body may have access to this inventory and use parts from the inventory in situations when its Remote CPE become non-operational. If the Public Body takes a spare part from the inventory, then the Public Body shall be responsible for any costs related to restocking the same part, unless these costs are covered by warrant and/or maintenance agreement.
- 3.6. **Back-Up PSAP.** The County will be creating a back-up PSAP. The County will be responsible for all costs associated with the facility and equipment for the back-up PSAP. On a first come, first serve basis, the Public Body may use this back-up PSAP for training or in cases of emergencies. To make arrangements to use the back-up PSAP, the Public Body's Point of Contact shall contact the On Duty Command Sergeant-Sheriff's Operations Center at 248.858.4954.

4. **PUBLIC BODY RESPONSIBILITIES.**

- 4.1. **Provision of Remote CPE.** The Public Body shall be responsible to purchase and pay for the Remote CPE for the operation of its PSAP. The Remote CPE shall be purchased from the provider selected by the County. The County is requiring that all Remote CPE connected and running over the ESInet be from the same provider, in order to provide optimal functionality, security, and operation of the 9-1-1 System.
- 4.2. **Building Access.** The Public Body shall provide building access to the County and/or its contractors to allow for the construction, installation, operation, maintenance, and repair of the ESInet. The physical demarcation point for the ESInet will be in or near the Public Body's building where the PSAP is located. The physical demarcation point, demarcation equipment, and handoff parameters of the ESInet are depicted and defined in Exhibit A.
- 4.3. **Maintenance and Repair of Remote CPE.** The Public Body shall be responsible for the maintenance, repair, and updating of the Remote CPE and the costs associated therein.
- 4.4. **Additional Responsibilities.** The Public Body shall be responsible for back-up power, grounding, data storage, physical security and voice/data recorders for the Remote CPE.

- 4.5. **Administrative Telephone Lines.** Upon prior written approval of the County's 9-1-1 Coordinator, which shall not be unreasonably withheld, the Public Body may integrate its administrative telephone lines used in the delivery of 9-1-1 Service with the CPE System and ESInet. The Public Body shall be responsible for all costs associated with integrating such administrative telephone lines with the CPE System and ESInet, including, but not limited to, costs for additional bandwidth for the ESInet to accommodate the lines.
- 4.6. **Notification of Additional Purchases.** Thirty (30) days prior to the purchase of Remote CPE or components thereof, the Public Body shall give written notice to the County's Points of Contact of such purchases. This notification will enable the County to ensure it has sufficient software licenses and supporting infrastructure to operate the Remote CPE over the ESInet and to provide support for the host/remote configuration.
- 4.7. **Updates to 9-1-1 Related Information.** Pursuant to State law and the County 9-1-1 Plan, the Public Body shall be responsible for timely maintenance and updates to the master street address guide (MSAG), automatic location identifier (ALI), related geofiles, and required GIS datasets.
- 4.8. **Fees for ESInet.** The Public Body shall use its best efforts to waive any local/municipal permit fees or other fees associated with the construction, implementation, operation, and maintenance of the ESInet.
- 4.9. **Owner of Data.** Public Body is the owner of all data provided by Public Body.
- 4.10. **No Interference or Disruption.** Neither the Public Body nor Public Body Employees shall interfere with or disrupt the operation or maintenance of the ESInet, the CPE System, the provision of 9-1-1 Services, and the County 9-1-1 System.
5. **Operational Workflow Management Procedure/Points of Contact.**
 - 5.1. **Operational Workflow Management Procedure.** The Public Body agrees to comply with the Operational Workflow Management Procedure ("Procedure"). This Procedure sets forth the process of how the County, its contractor's, and the Public Body will approach and conduct security management, incident management, problem management, and change management related to the ESInet and Call Processing Equipment System. Upon execution of this Agreement, the County will provide the Public Body's Points of Contact with a copy of this Procedure. The Procedure may be changed from time to time, at the discretion of the County, with or without input from the Public Body. If the Procedure is changed, the County shall provide the Public Body's Points of Contact with the new version of the Procedure.
 - 5.2. **Points of Contact.** The County's Primary Point of Contact shall be the County's 9-1-1 Coordinator and the County's Secondary Point of Contact shall be the Oakland County Information Technology Service Desk. The Public Body's Primary Point of Contact shall be the PSAP Coordinator and the Public Body's Secondary Point of Contact shall be PSAP on duty supervisor.
6. **PAYMENTS.**
 - 6.1. **Additional Costs.** If County is legally obligated for any reason, e.g. subpoena, Court Order, or Freedom of Information Act request, to search for, identify, produce or testify regarding Public Body's data or information that is electronically stored by County relating to the 9-1-1 Services or ESInet provided under this Agreement, then Public Body shall reimburse County for all reasonable costs the County incurs in searching for, identifying,

producing, or testifying regarding such data or information. County may waive this requirement at its sole discretion.

- 6.2. **Failure to Pay.** If Public Body, for any reason, fails to pay County any monies when and as due under this Agreement, Public Body agrees that unless expressly prohibited by law, County or the Oakland County Treasurer, at their sole option, shall be entitled to set off from any Public Body funds that are in County's possession for any reason, including but not limited to, the Oakland County Delinquent Tax Revolving Fund ("DTRF"), if applicable. Any setoff or retention of funds by County shall be deemed a voluntary assignment of the amount by Public Body to County. Public Body waives any Claims against County or its Officials for any acts related specifically to County's offsetting or retaining of such amounts. This paragraph shall not limit Public Body's legal right to dispute whether the underlying amount retained by County was actually due and owing under this Agreement.
- 6.3. **Interest Charge.** If County chooses not to exercise its right to setoff or if any setoff is insufficient to fully pay County any amounts due and owing County under this Agreement, County shall have the right to charge up to the then-maximum legal interest on any unpaid amount. Interest charges shall be in addition to any other amounts due to County under this Agreement. Interest charges shall be calculated using the daily unpaid balance method and accumulate until all outstanding amounts and accumulated interest are fully paid.
- 6.4. **Other Rights.** Nothing in this Section shall operate to limit County's right to pursue or exercise any other legal rights or remedies under this Agreement or at law against Public Body to secure payment of amounts due County. The remedies in this Section shall be available to County on an ongoing and successive basis if Public Body at any time becomes delinquent in its payment. Notwithstanding any other term and condition in this Agreement, if County pursues any legal action in any court to secure its payment under this Agreement, Public Body agrees to pay all costs and expenses, including attorney fees and court costs, incurred by County in the collection of any amount owed by Public Body.

7. **ASSURANCES.**

- 7.1. **Responsibility for Claims.** Each Party shall be responsible for any Claims made against that Party by a third party, and for the acts of its employees arising under or related to this Agreement.
- 7.2. **Responsibility for Attorney Fees and Costs.** Except as provided for in Section 6.4, each Party shall seek its own legal representation and bear the costs associated with such representation, including judgments and attorney fees, for any Claim that may arise from the performance of this Agreement.
- 7.3. **No Indemnification.** Except as otherwise provided for in this Agreement, neither Party shall have any right under this Agreement or under any other legal principle to be indemnified or reimbursed by the other Party or any of its agents in connection with any Claim.
- 7.4. **Costs, Fines, and Fees for Misuse.** Public Body shall be solely responsible for all costs, fines and fees associated with any misuse by its Public Body Employees of the I.T. Services provided herein.
- 7.5. **Reservation of Rights.** This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege,

power, obligation, duty, or immunity of the Parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity for either Party.

- 7.6. **Authorization and Completion of Agreement.** The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.
- 7.7. **Compliance with Laws.** Each Party shall comply with all federal, state, and local ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this Agreement. Both Parties will be responsible for their respective obligations to comply with rules and regulations promulgated by the FCC or other governmental body related to 9-1-1 Services and the operation of the County 9-1-1 System.
- 7.8. **Limitation of Liability.** In no event shall either Party be liable to the other Party or any other person, for any consequential, incidental, direct, indirect, special, and punitive or other damages arising out of this Agreement.
- 7.9. **9-1-1 Services "As Is".** THE 9-1-1 SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. COUNTY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
- 7.10. **No Warranty for 9-1-1 Services.** County makes no warranty that the 9-1-1 Services will be uninterrupted, secure, error-free, or available at all times.
- 7.11. **Downloaded Material or Data.** Any material or data downloaded or otherwise obtained through the use of the ESInet is accessed at Public Body's discretion and risk. Public Body will be solely responsible for any damage to its computer system or loss of data that results from downloading of any material.

8. **DISPUTE RESOLUTION.** All disputes concerning the execution, interpretation, performance, or nonperformance of this Agreement involving or affecting the Parties may first be submitted to County Director of Information Technology and Public Body's Agreement Administrator for possible resolution. County Director of Information Technology and Public Body's Agreement Administrator may promptly meet and confer in an effort to resolve such dispute. If they cannot resolve the dispute in five (5) business days, the dispute may be submitted to the signatories of this Contract or their successors in office. The signatories of this Contract may meet promptly and confer in an effort to resolve such dispute.

9. **TERMINATION OR CANCELLATION OF AGREEMENT.**

- 9.1. **Termination of Agreement and Exhibits.** Upon sixty (60) days written notice to the other Party, either Party may terminate or cancel this entire Agreement, in whole or in part, for any reason including convenience. The Chairperson of the Board of Commissioners is authorized to terminate or cancel this Agreement for the County.
- 9.2. **Effective Date of Termination or Cancellation.** The effective date of termination and/or cancellation shall be clearly stated in the written notice of termination or cancellation.

10. **SUSPENSION OF SERVICES.**

- 10.1. Upon notice to the Public Body of the County's determination that the Public Body has failed to comply with federal, state, or local law or the requirements contained in this

Agreement, the County may immediately suspend this Agreement, provided the notice contains a detailed description of the basis for the determination.

- 10.2. Upon submission of a written plan or statement by the Public Body to the County addressing each basis listed in the County's notice and the County agrees to such written plan or statement (such agreement shall not be unreasonably withheld), then the Public Body shall be entitled to an immediate reinstatement of the Agreement.
- 10.3. The right to suspend this Agreement is in addition to the right to terminate or cancel this Agreement contained in Section 9.
- 10.4. The County shall not incur penalty, expense, or liability if services are suspended under this Section, unless the Agreement is not immediately reinstated as provided in this Section or the County wrongfully suspended the Agreement under this Section.
11. **DELEGATION OR ASSIGNMENT.** Neither Party shall delegate or assign any obligations or rights under this Agreement without the prior written consent of the other Party.
12. **NO EMPLOYEE-EMPLOYER RELATIONSHIP.** Nothing in this Agreement shall be construed as creating an employer-employee relationship between County and Public Body.
13. **NO THIRD PARTY BENEFICIARIES.** Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right in favor of any other person or entity.
14. **NO IMPLIED WAIVER.** Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.
15. **SEVERABILITY.** If a court of competent jurisdiction finds a term or condition of this Agreement to be illegal or invalid, then the term or condition shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.
16. **PRECEDENCE OF DOCUMENTS.** In the event of a conflict between the terms of and conditions of any of the documents that comprise this Agreement, the terms in the Agreement shall prevail and take precedence over any allegedly conflicting terms in the Exhibits or other documents that comprise this Agreement.
17. **CAPTIONS.** The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural, any reference to gender, and any use of the nominative, objective or possessive case in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.
18. **FORCE MAJEURE.** Notwithstanding any other term or provision of this Agreement, neither Party shall be liable to the other for any failure of performance hereunder if such failure is due to any cause beyond the reasonable control of that Party and that Party cannot reasonably

accommodate or mitigate the effects of any such cause. Such cause shall include, without limitation, acts of God, fire, explosion, vandalism, national emergencies, insurrections, riots, wars, strikes, lockouts, work stoppages, other labor difficulties, or any law, order, regulation, direction, action, or request of the United States government or of any other government. Reasonable notice shall be given to the affected Party of any such event.

19. **NOTICES.** Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (i) the date of actual receipt; (ii) the next business day when notice is sent express delivery service or personal delivery; or (iii) three days after mailing first class or certified U.S. mail.
 - 19.1. If Notice is sent to County, it shall be addressed and sent to the following: (1) Director, Oakland County Department of Information Technology, 1200 North Telegraph Road, Pontiac, Michigan, 48341; (2) the Chairperson of the Oakland County Board of Commissioners, 1200 North Telegraph Road, Pontiac, Michigan 48341; and (3) the County 9-1-1 Coordinator, 1200 North Telegraph Road, Pontiac, Michigan 48341.
 - 19.2. If Notice is sent to Public Body, it shall be addressed to: Chief of Police Mark Clemence, City of Birmingham, 151 Martin Street, Birmingham, MI 48009.
 - 19.3. Either Party may change the individual to whom Notice is sent and/or the mailing address by notifying the other Party in writing of the change.
20. **GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE.** This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Agreement shall be brought in the 6th Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.
21. **ENTIRE AGREEMENT.**
 - 21.1. **Entire Agreement.** Except as provided by law or the County's 9-1-1 Plan, this Agreement represents the entire agreement and understanding between the Parties regarding the ESInet and the Call Processing Equipment System. This Agreement supersedes all other oral or written agreements between the Parties regarding the ESInet and the Call Processing Equipment System.
 - 21.2. **Construction of Agreement.** The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

IN WITNESS WHEREOF, Rackeline Hoff, Mayor hereby acknowledges that he/she has been authorized to execute this Agreement on behalf of Public Body and accepts and binds Public Body to its terms and conditions.

EXECUTED: _____
Rackeline Hoff, Mayor

DATE: _____

WITNESSED: _____
Laura Pierce, City Clerk

DATE: _____

PUBLIC BODY AGREEMENT ADMINISTRATOR

Mark Clemence, Chief of Police

DATE: _____

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

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

DATE: _____

WITNESSED: _____
Oakland County Board of Commissioners

DATE: _____



MEMORANDUM

City Clerk's Office

DATE: September 6, 2016

TO: Joseph A. Valentine, City Manager

FROM: Laura M. Pierce, City Clerk

SUBJECT: Request for an exemption to the flush marker regulation
in Section B of Greenwood Cemetery

The Greenwood Cemetery Advisory Board (GCAB) received a letter from Gary Warr, 21701 West Eleven Mile, Southfield, Michigan. Mr. Warr is considering purchasing twenty-five of the newly designated graves in Section B for his family. He is requesting an exemption to the flush marker regulation in that Section in order to install a raised monument on one of the graves.

Section VI of the Cemetery Regulations states:

FLUSH MEMORIAL SECTION – AREAS PLOTTED AFTER JANUARY 1, 2015

- a. On grave spaces in Sections B, C, D, K, L, and O, all memorials on new lots plotted after January 1, 2015, must be installed at lawn level. Memorials can be individual markers measuring 24" x 12" x 4" or 16" x 24" x 4" or companion memorials over two (2) graves measuring 48" x 12" x 4".*
- b. The memorials must be made of acceptable bronze or granite material and set at lawn level.*
- c. A form with the size, material and design must be submitted to the City or its designated contractor for approval and all installation fees must be paid in full prior to delivery of the memorial. Installation will not occur between November 1st and March 31st unless weather permits.*

The GCAB considered Mr. Warr's request at their meeting held on September 2nd. The Board felt it was important to uphold the existing restriction of flush memorials as stated in Section VI of the Cemetery Regulations "Flush Memorial Section – Areas Plotted After January 1, 2015" and therefore recommended denial of the current request.

SUGGESTED RESOLUTION:

To concur in the recommendation of the Greenwood Cemetery Advisory Board to deny Mr. Warr's request for an exemption to the flush marker regulation in Section B of Greenwood Cemetery.

67	68	69	70	71	72	73	74	75	76	77
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GREENWOOD CEMETERY ADVISORY BOARD MINUTES SEPTEMBER 2, 2016

Dr. Gary Warr, 1627 Kirkway Rd, Bloomfield Township, explained that he is considering purchasing 25 plots in Greenwood Cemetery for his family. He took a historical tour in the cemetery and became more interested in the cemetery and impressed at everything there. All of his family members are in agreement. He would like to put a family marker at the center of the 25 plots and would seek the city's approval as to what is actually put there. He wants to keep the aesthetics as they are. He knows the area they would be in has some older monuments. He thinks it would look better than just 25 flat markers.

Ms. Gehringer asked which section he is considering. Ms. Pierce confirmed the 25 plots are in Section B. Ms. Gehringer explained that according to cemetery regulations, any new gravesites require flush markers, and monuments are not permitted. Ms. Gehringer said she believes Section B is one of the oldest sections. Ms. Buchanan said Section A is the oldest.

Discussion followed about the location of the graves in question. Ms. Schreiner referred to a map she has with the newly designated graves. Ms. Schreiner explained that A1 and D2 are references to the rows.

Ms. Gehringer noted that we are confined according to the cemetery regulations. Dr. Warr asked who makes the regulations. Ms. Gehringer said the City Commission makes the regulations.

Ms. Schreiner said she understands he is asking for an exception. She said the board does not have the power to grant an exception. She continued that granting an exception creates a slippery slope. 25 plots is a large number. If the City Commission entertained the idea, they may consider earlier purchasers who were not given the opportunity to install a monument on their gravesites. She said part of the issue is that the 25 plots are not completely adjacent. They are close to each other, but not contiguous.

Ms. Buchanan asked if the monument is approved, would Dr. Warr buy the plots. He confirmed he would. He said it will make a difference if the monument is not approved. He may look into other options. Dr. Warr has not signed a contract for the graves. Ms. Buchanan said that means the contractor kept all those graves off the market for several months.

Ms. Schreiner said Ms. Arcome is very sensitive to timing in order to allow the family time to make a decision. Ms. Arcome does inform prospective purchasers that certain graves are earmarked but may be potentially available.

Dr. Warr said he was told by Ms. Arcome that if someone expressed interest in any of the 25 plots he was contemplating, Ms. Arcome would contact him to ask for a decision. He did not believe any sales have been turned away. Ms. Buchanan was under the impression the graves were reserved and does not know if they were even shown since they were reserved. Ms. Schreiner said she has personal knowledge of the process. She said Ms. Arcome advised her that any people considering graves would be contacted by Ms. Arcome if Ms. Schreiner was interested in purchasing those graves. Ms. Peterson asked if they were still being shown as available. Ms. Schreiner confirmed they were.

Ms. Gehringer asked for a decision on Dr. Warr's request for an exception to the rules and regulations.

Ms. Schreiner said she appreciated Dr. Warr's concerns. Before the board could make a recommendation, he would need to provide more details about the monument. She suggested that he tell us how restricted he would agree to be. She continued that the board cannot approve it based on the current rules and regulations.

Ms. Pierce said if the board approved Dr. Warr's request, his request would still have to be submitted to the City Commission for final approval.

Ms. Gehringer said she does not see how the board can approve it because it is not consistent with cemetery rules and regulations. Also, if one exception is made, others will follow. She added that the City Commission would ultimately make the decision.

Mr. Stern thanked Dr. Warr for his interest in the cemetery. He would like to see if we can find a compromise that might work. Mr. Stern suggested that the board go back to the Historic District Commission and the City Commission and take out the road between K and L and sell Dr. Warr the 25 lots in that roadway. He said the road needs work, is deteriorating and an eyesore, and is not useful for the cemetery. He would like to accommodate Dr. Warr and improve the look of the cemetery at the same time.

Ms. Gehringer said Greenwood is a state historic cemetery, and according to the state rules and regulations, the circulation patterns of roads and pathways in the cemetery are to remain as originally laid out. Mr. Stern said he thinks it should be appealed.

Ms. Buchanan said she has had two individuals on tours recently who expressed interest in a large monument. She explained to them that the rules are explicit about flush markers and they acknowledged that fact. She said we have to be ethical. She said it must apply to everyone.

Ms. Schreiner said she does not think the board has enough information to approve this request at this time. She is not willing to say that it would be a forever denial, but she does think that had others wanted to, they could have made the request as well.

MOTION: by Schreiner, seconded by Peterson:

To deny the current request of Dr. Warr for an exception to the current rules and regulations.

Ms. Buchanan asked if it could be revisited. Ms. Schreiner said yes.

Ms. Pierce asked for clarification as to what information would have to come back to the board if Dr. Warr wanted to resubmit, such as look, size, and location details of the monument. Ms. Schreiner said we would need more information in terms of those items. Ms. Gehringer noted there are limitations on height and orientation.

Ms. Gehringer reminded the board that part of our stipulation in approving the newly designated graves was that they had flat markers and that there were to be no monuments.

VOTE: Yeas: 6
Nays: None
Absent: 1 (Desmond)



MEMORANDUM

City Clerk's Office

DATE: August 29, 2016

TO: Greenwood Cemetery Advisory Board

FROM: Laura M. Pierce, City Clerk

SUBJECT: Communication from Gary Warr
Requesting an exception to the monument regulation

The attached letter was received from Gary Warr, 21701 West Eleven Mile, Southfield, Michigan. Mr. Warr is considering purchasing twenty-five of the newly designated graves in Section B for his family. He is requesting an exemption to the flush marker regulation in that Section in order to install a raised monument on one of the graves.

Section VI of the Cemetery Regulations states:

FLUSH MEMORIAL SECTION – AREAS PLOTTED AFTER JANUARY 1, 2015

- a. On grave spaces in Sections B, C, D, K, L, and O, all memorials on new lots plotted after January 1, 2015, must be installed at lawn level. Memorials can be individual markers measuring 24" x 12" x 4" or 16" x 24" x 4" or companion memorials over two (2) graves measuring 48" x 12" x 4".*
- b. The memorials must be made of acceptable bronze or granite material and set at lawn level.*
- c. A form with the size, material and design must be submitted to the City or its designated contractor for approval and all installation fees must be paid in full prior to delivery of the memorial. Installation will not occur between November 1st and March 31st unless weather permits.*

The request is being submitted to the GCAB for discussion as to whether an exception should be made to amend the Cemetery Regulations.

August 17, 2016

Dear Mr. Valentine,

Enclosed please find a letter I have drafted pertaining to my interest in purchasing cemetery plots in Greenwood Cemetery. Cheri Arcome suggested I send this letter to you and then you could get it to the appropriate place.

Thank you,

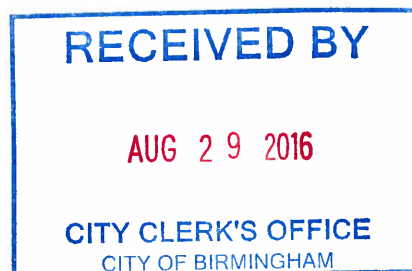


Dr. Gary J. Warr

21701 W. 11 Mile Rd., Ste. 1

Southfield, MI 48076

248-376-1907



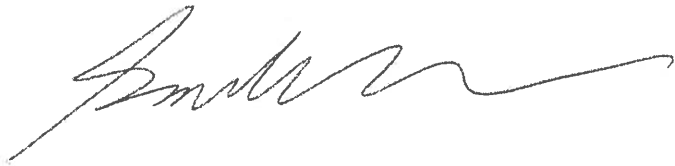
BIRMINGHAM
AUG 19 2016
CITY MANAGER'S OFFICE

August 15, 2016

To whom it may concern,

I am contemplating the purchase of twenty five cemetery plots in Greenwood Cemetery. (Plots 1-A, 2-D; Section B graves 12 -24 and 13-24.) One of the stipulations for the purchase is there are no raised monuments. I am requesting an exception to that stipulation. My intention is to have a family plot in keeping with the beauty and aesthetics of Greenwood Cemetery. I would like to designate one of the twenty five plots to a raised family monument in keeping with the other monuments in the cemetery that have been used in the past. Of course, I would submit a plan for approval by the city. As stated, I have every intention to maintain the beauty and character of Greenwood Cemetery. Please consider my request for an exception, as I am buying twenty five plots and using one of them exclusively for a family monument. I know it will add to the beauty and aesthetic character of Greenwood Cemetery. Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Dr. Gary J. Warr", with a long, sweeping horizontal line extending to the right.

Dr. Gary J. Warr

21701 W. 11 Mile Rd., Ste. 1

Southfield, MI. 48076

248-376-1907

NOTICE OF PUBLIC HEARING
BIRMINGHAM CITY COMMISSION
AMENDMENT TO ZONING ORDINANCE

Meeting - Date, Time, Location:	Monday, September 12, 2016, 7:30 PM Municipal Building, 151 Martin Birmingham, MI 48009
Nature of Hearing:	To consider an amendment to the Zoning Ordinance, Chapter 126, to amend Article 4, section 4.19, Height Standards, to increase the maximum height of buildings in the MX district. 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 21, 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: September 6, 2016

TO: Joseph A. Valentine, City Manager

FROM: Jana L. Ecker, Planning Director

SUBJECT: Public hearing to consider amendments to Chapter 126, Zoning, Article 04, Section 4.19, Height Standards

On July 27, 2016, the Planning Board conducted a public hearing on the proposed ordinance amendments, and voted unanimously in support of recommending to the City Commission that the maximum height in the MX District be increased by 10' to allow for rooftop mechanical equipment and other structures, to be consistent with other zone districts.

On August 8, 2016, the City Commission set a public hearing date for September 12, 2016 to consider an amendment to the maximum height in the MX District. 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 an amendment to Chapter 126, Zoning, Article 4, section 4.19, Height Standards, to increase the maximum height of buildings in the MX district.



MEMORANDUM

Planning Division

DATE: July 22, 2016

TO: Planning Board

FROM: Jana Ecker, Planning Director

SUBJECT: Request to consider amendments to Chapter 126, Zoning, Article 04, Section 4.19, Height Standards

At the January 14, 2015 Planning Board meeting, the Board considered the Final Site Plan for 245, 325 and 375 S. Eton (District Lofts, Building B). The applicant originally proposed a four story mixed use building with a rooftop terrace, a mechanical tower extending above the roof, and rooftop mechanical equipment. While the site plan was approved, the Planning Board added a condition requiring the applicant to remove the rooftop terrace, and lower the height of the mechanical tower and other mechanical equipment to 55' in height or less to comply with Article 4, section 4.19, Height Standards, or obtain a variance from the Board of Zoning Appeals.

The applicant submitted an application for variances to the Board of Zoning Appeals. On July 14, 2015, the Board of Zoning Appeals heard the requests and denied each of them. The Board of Zoning Appeals stated that the applicant's best path in this case would be to seek ordinance amendments through the City Commission. Thus, the applicant amended their plans to comply with the Zoning Ordinance.

On June 22, 2016, the Planning Board considered an applicant's request for an amendment to Article 4, section 4.19, Height Standards to increase the maximum overall height in the MX district to allow for rooftop mechanical equipment and associated structures, and a second request for an amendment to the same section to allow rooftop terraces and accessory uses such as fitness areas and kitchen facilities. The applicant submitted a letter detailing the reasons for these requests. After much discussion, the Planning Board voted to set a public hearing for July 27, 2016 to consider an amendment to allow an additional 10' in height to accommodate mechanical equipment and other structures to be consistent with other zone districts. The Planning Board did not wish to recommend any amendments to allow use or occupancy above 40' at this time. Draft ordinance language is attached for your review, along with the staff report presented to the Planning Board.

Suggested Action:

To recommend an amendment to Article 4, section 4.19 HT-04 of the Zoning Ordinance to the City Commission to alter the maximum height of buildings in the MX district.

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 04 DEVELOPMENT STANDARDS, SECTION 4.19, HT-04 (HEIGHT STANDARDS) TO ALTER THE MAXIMUM HEIGHT OF BUILDINGS IN THE MX DISTRICT.

Article 04, section 4.19 HT-04 shall be amended as follows:

4.19 HT-04

This Height Standards section applies to the following district:

MX

The following height standards apply:

A. Roofs:

1. Flat roofs shall be no more than 45 feet.
2. Eave line for sloped roofs shall be no more than 40 feet.
3. Peak or ridge of any sloped roof shall be no more than 50 feet as measured to the average grade at the sidewalk at the frontage line.
4. Maximum overall height including the mechanical and other equipment shall be no more than ~~50~~ **60** feet.
5. Sloped roofs no greater than 45 degrees measured to the horizontal shall be permitted for the screening of mechanical and other equipment.
6. Any other use or occupancy above 40 feet shall be prohibited.
7. Maximum of 4 stories.
8. Structures Along Eton Road: The minimum eave height for a 1 story building along Eton Road shall be 18 feet.

ORDAINED this _____ day of _____, 2016 to become effective 7 days after publication.

Rackeline J. Hoff, Mayor

Laura Pierce, City Clerk



MEMORANDUM

Planning Division

DATE: June 16, 2016

TO: Planning Board

FROM: Jana Ecker, Planning Director

SUBJECT: Request to consider amendments to Chapter 126, Zoning, Article 04, Section 4.19, Height Standards

At the January 14, 2015 Planning Board meeting, the Board considered the Final Site Plan for 245, 325 and 375 S. Eton (District Lofts, Building B). The applicant originally proposed a four story mixed use building with a rooftop terrace, a mechanical tower extending above the roof, and rooftop mechanical equipment. While the site plan was approved, the Planning Board added a condition requiring the applicant to remove the rooftop terrace, and lower the height of the mechanical tower and other mechanical equipment to 55' in height or less to comply with Article 4, section 4.19, Height Standards, or obtain a variance from the Board of Zoning Appeals.

The applicant submitted an application for variances to the Board of Zoning Appeals. On July 14, 2015, the Board of Zoning Appeals heard the requests and denied each of them. The Board of Zoning Appeals stated that the applicant's best path in this case would be to seek ordinance amendments through the City Commission. Thus, the applicant amended their plans to comply with the Zoning Ordinance.

At this time, the applicant has filed a petition to amend the Zoning Ordinance to request an amendment to Article 4, section 4.19, Height Standards to increase the maximum overall height in the MX district to allow for rooftop mechanical equipment and associated structures. The applicant is also requesting an amendment to the same section to allow rooftop terraces and accessory uses such as fitness areas and kitchen facilities. The applicant has submitted a letter detailing the reasons for these requests, and has suggested specific amendments (see attached). Specifically noted reasons include allowing safe access to the roof for repair and maintenance, and allowing reasonable rooftop uses and structures within the spirit and intent of those envisioned in the Eton Road Corridor Plan.

MX Zoning District

Currently, Article 4, section 4.19, Height Standards, provides the following with regards to the permitted height of buildings in the MX zone district:

The following height standards apply:

B. Roofs:

1. Flat roofs shall be no more than 45 feet.

2. Eave line for sloped roofs shall be no more than 40 feet.
3. **Peak or ridge of any sloped roof shall be no more than 50 feet as measured to the average grade** at the sidewalk at the frontage line.
4. **Maximum overall height including the mechanical and other equipment shall be no more than 50 feet.**
5. Sloped roofs no greater than 45 degrees measured to the horizontal shall be permitted for the screening of mechanical and other equipment.
6. **Any other use or occupancy above 40 feet shall be prohibited.**
7. Maximum of 4 stories.

Thus, Article 4, section 4.19 does not provide any additional height for mechanical equipment over the peak or ridge height of a sloped roof building, but does provide an additional 5' of height for mechanical equipment on flat roof buildings. In addition, Article 4, section 4.19 specifically prohibits any use or occupancy above 40' in height, thus precluding a rooftop terrace, swimming pool, and perhaps even a rooftop garden.

All Other Commercial Zoning Districts

Article 4, section 4.19, Height Standards, provides the following with regards to the permitted height of buildings in all other commercial zoning districts:

The following height standard applies:

- A. Structures Excluded: The **maximum height limits set forth in the two-page layout in Article 2 shall not apply to any penthouses, rooftop screening, rooftop mechanical equipment and/or other rooftop mechanical appurtenances, providing they are screened in accordance with Section 4.54.**

Thus, for all other commercial zoning districts, rooftop penthouses, screening and mechanical equipment are exempt from the maximum height standards for their zone district, so long as they are fully screened in accordance with Article 4, section 4.54, which states:

The following screening standards apply:

8. Rooftop mechanical and other equipment shall be limited, positioned and screened to minimize views from adjacent properties and public rights-of-way:
 - a. To minimize the visual impact of such equipment from adjacent elevated views all rooftop mechanical equipment and associated screening must be removed if:
 - i) The equipment is inoperable and not serviceable: or
 - ii) The equipment is obsolete and not in service, or
 - iii) The equipment is not being utilized for its intended purpose.
 - b. To minimize the visual impact of such equipment from other points of observation, **rooftop mechanical and other equipment shall be obscured by a screenwall composed of materials compatible with the building** or by landscaping demonstrated to provide an effective permanent visual barrier.

c. **Any screenwall barrier:**

- i) Shall, to the best extent possible, not extend above the top edge of an imaginary plane extending upward no more than 45 degrees from the eave line: and
- ii) **Shall not exceed 10' in height.**

Accordingly, Article 4, section 4.19, Height Standards allows for an additional 10' of height above the maximum permitted height in all commercial zoning districts, with the exception of the MX district. Further, there are no specific prohibitions against rooftop uses as apply in the MX district.

Downtown Overlay District

Currently, Article 3, section 3.04, Downtown Birmingham Overlay District, provides the following with regards to the permitted height of buildings in the Downtown Overlay:

1. **D2 Zone** (two or three stories):

.....

- b. Peak or ridge of any sloped roof shall be no more than 46 feet as measured to the average grade.
- c. Maximum overall height including the mechanical and other equipment shall be no more than 56 feet.

.....

2. **D3 Zone** (three or four stories):

.....

- b. Peak or ridge of any sloped roof shall be no more than 58 feet as measured to the average grade.
- c. Maximum overall height including the mechanical and other equipment shall be no more than 68 feet.

.....

3. **D4 Zone** (four or five stories):

.....

- b. Peak or ridge of any sloped roof shall be no more than 70 feet as measured to the average grade.
- c. Maximum overall height including the mechanical and other equipment shall be no more than 80 feet.

.....

Thus, Article 3, section 3.04, Downtown Birmingham Overlay District, also provides an additional 10' of height for mechanical equipment over the peak or ridge height of a sloped roof building, and provides potentially more than 10' for flat roof buildings. Further, there are no specific prohibitions against rooftop uses as apply in the MX district.

Based on the findings noted above, the Planning Board may wish to discuss ordinance amendments to address the noted inconsistencies between the MX district and all other commercial zoning districts. Draft ordinance language is attached for your review and discussion.

**Planning Board Minutes
January 14, 2015**

FINAL SITE PLAN REVIEW

245, 325 and 375 S. Eton

District Lofts, Building B

Construction of a new four-story, mixed-use building to include commercial space and residential loft units

Ms. Ecker explained the subject site, 375 S. Eton, is part of a larger site including the existing Big Rock Chop House, Big Rock Chop House parking deck, the Reserve banquet facility, and the District Lofts - Villa Street Building (Building A), and has a total land area of 3.54 acres. It is located on the southeast corner of S. Eton and Maple Rd., and extends down to Villa St. to the south. A Special Land Use Permit ("SLUP") was granted for the Reserve on September 22, 2003 as it exceeds 6,000 sq. ft. in size, and has hours of operation past 11 p.m. The applicant was also required to prepare a Community Impact Study ("CIS") in accordance with section 7.27(E) of the Zoning Ordinance at the time that the entire site was originally approved (when Building A was to be constructed), and the CIS was accepted by the Planning Board on January 25, 2006. As the Big Rock Chop House is also listed in the City's inventory of historic properties, the entire site was also previously reviewed and approved by the Historic District and Design Review Committee ("HDDRC").

The applicant is proposing to construct the final phase of the entire development which was originally approved on August 6, 2006. This final phase includes the proposed construction of a four-story, mixed-use building containing 18 residential loft units, two live/work ground floor units and two commercial spaces on the first floor (Building B). Building B is not located in a Historic District. All of the underground parking will be under the footprint of the new loft building and accessed from the existing loft building. The units range in size from 924 sq. ft. to 2,800 sq. ft.

The applicant meets the majority of the bulk, height, area and placement requirements for the MX Zoning District. ***However, the applicant will be required to reduce the height of the building or obtain a variance from the Board of Zoning Appeals to allow the mechanical tower and other equipment to exceed 50 ft. in height.*** The applicant is proposing 58 ft. including the mechanical and four stories. They have advised that they wish to seek a variance from the BZA to allow the stair and elevator tower to provide access to the rooftop, ***and to seek a variance to allow a rooftop deck with a pergola and an enclosed exercise room and a restroom if the Planning Board is supportive of this use.***

Design Review

The proposed building design matches the contemporary style of the existing District Lofts building next door, while using some traditional style materials to blend in with the historic Big Rock Restaurant and The Reserve to create a building design that is harmonious with both the Mixed-Use District on the east side of Eton and the Single-Family Residential District on the west side of Eton. Overall, the proposed design of Building A is compatible with the vision for the MX District contained in the Eton Road Corridor Plan. All of the materials match what is on the existing loft building.

Mr. Victor Saroki, the architect for this development, was present along with Mr. Scott LePage, the developer; and Mr. John Kelly, the general contractor. The new building is exactly the same as originally proposed, except for the roof terrace. The original building has been very successful and there is a waiting list to get in. This building has some nice retail spaces that front right on Eton. The materials and aesthetic details are meant to resemble updated warehouses. The project meets all parking requirements and an additional 34 underground spaces are proposed for the new building. They are happy to work with staff to identify street furniture along Eton and the appropriate spaces for lighting along both Eton and Villa.

They see the roof terrace as a nice element to introduce into this project. Serviceability for the mechanical equipment is a practical consideration for allowing the stairs and elevator to go to the roof. In the MX District the allowable building height is 45 ft. and only 5 ft. more is permitted for mechanical. All the other zoning districts in town permit 10 ft. for mechanical. So with only 5 ft. permitted, the only way to get to the roof is to climb up a ladder and through a hatch. In summary, the rooftop terrace is a small element that is practical for service and it is good for the residents. Mr. Saroki thinks that use of the roofs should be encouraged, but it cannot be done with only 5 ft. allowed above the building height.

Ms. Whipple-Boyce thought the rooftop area is somewhat like a fifth story. She suggested they could achieve what they want by taking half of an end unit and turning it into a terrace. Mr. Saroki replied if they are not successful at the BZA, the terrace won't happen.

Mr. Koseck likes the aesthetic of the building. He was surprised at the 5 ft. limit on rooftop screening, the same with stairs and an elevator. Mr. Saroki showed the circulation through the site and explained how people can go in and out comfortably.

Mr. DeWeese said he finds it very hard to support the uses, given the way the ordinance is written; but again, it is not clear why it is that way because the 5 ft. height allowance for screening is not practical.

In response to Chairman Clein, Mr. Saroki stated there is no intention to add an enclosure to allow for all season use. This is truly a sun deck.

The Chairman called for comments from members of the public at 9:55 p.m.

Mr. J. Colman, 521 Lewis, asked where all the cars will park. Ms. Ecker verified that the applicant complies with the parking requirement. Mr. Saroki said they have 397 spaces on-site, which is an excess of 60 spaces, not including street parking. Mr. Williams noted that people always want to park on the streets.

Motion by Ms. Whipple-Boyce

Seconded by Mr. Share to approve the Final Site Plan and Design Review for 375 S. Eton subject to the following conditions:

- 1) Reduce the height of the building or obtain a variance from the BZA to allow the mechanical tower and other equipment to exceed 50 ft. in height;**
 - 2) Remove all uses above 40 ft. in height (deck, exercise room and restroom)**
- or obtain a variance from the BZA;**

- 3) Provide specification sheets for the proposed rooftop mechanical equipment and identify the proposed roofing material;
- 4) Add one street tree along Villa and provide street lights every 40 ft. on S. Eton and every 80 ft. on Villa all along the north side, adjacent to Buildings A and B, with all locations to be administratively approved; and
- 6) Add benches, trash receptacles and bike racks, with locations to be administratively approved.

There were no comments from the audience on the motion at 10:03 p.m.

Motion carried, 7-0.

VOICE VOTE

Yeas: Whipple-Boyce, Share, Clein, DeWeese, Koseck, Lazar, Williams

Nays: None

Absent: Boyle

Board of Zoning Appeals Minutes
July 14, 2015

375 S. ETON
(Appeal 15-20)

The owners of the property known as 375 S. Eton request four dimensional variances to construct a 60 ft. 4 in. high mixed-use building in the MX District:

A. Chapter 126, Article 4, Section 4.19 (A) (1) of the Zoning Ordinance requires that buildings constructed with flat roofs shall be no more than 45 ft. in height. The applicant is proposing to construct an elevator shaft, two stairwells and enclosed room with a flat roof that would extend above the fourth story 15.33 ft. for an overall height of 60.33 ft. Therefore the applicant is requesting a dimensional variance of 15.33 ft. to allow the flat roof to exceed 45 ft.

B. Chapter 126, Article 04 section 4.19 (A) (4) of the Zoning Ordinance requires that the maximum overall height of a building, including mechanical and other equipment that 50 ft. The applicant is proposing to construct an elevator shaft, that 50 ft. The applicant is proposing to construct an elevator shaft, two stairwells and enclosed room that would extend above the maximum allowable height 10.33 ft. for an overall height of 60.33 ft. Therefore, the applicant is requesting a dimensional variance of 10.33 ft. to allow them to exceed the maximum allowable height.

C. Chapter 126, Article 04 section 4.19 (A) (6) of the Zoning Ordinance states that any other use or occupancy above 40 ft. shall be prohibited. The applicant is proposing to construct an elevator shaft, two stairwells and enclosed room as well as an outdoor terrace that would have an occupied floor height of 45 ft. Therefore, the applicant is requesting a dimensional variance of 5 ft. to allow use and occupancy above 40 ft.

D. Chapter 126, Article 04 section 4.19 (A) (7) of the Zoning Ordinance states that buildings in the MX Zone are permitted a maximum of four stories. The applicant is proposing to construct an elevator shaft and enclosed room as well as an outdoor terrace that would be constructed above the fourth story. Per the definition of story contained in Article 09 of the Zoning Ordinance, the proposed enclosed room and elevator shaft constitute an additional story. Therefore, the applicant is requesting a dimensional variance to permit five stories.

Mr. Baka explained the applicant is proposing to construct this building as Phase 2 of the District Lofts. Phase 1 was previously completed in 2009 and constructed without the stair/elevator access to the roof and they are requesting this variance to provide easier and safer access to the roof.

Mr. Lyon received clarification there is no code requirement for this stairway and elevator in order to have necessary egress from the roof. Mr. Baka explained for Mr. Jones the existing first phase went in without the additional height and it functions under code. In response to Mr. Miller, he noted the Planning Board found the maximum overall height allowance of 50 ft. a little odd. In the rest of the City an additional 10 ft. in height is allowed for mechanical equipment, whereas in the MX District it is only 5 ft. They didn't necessarily show support for the additional uses.

Mr. Judd noted that back in 1999, and before, there were public meetings, committees, and input prior to enactment of the MX District Ordinance. Mr. Jones noticed that one of the Planning Board members had suggested that the idea of the deck could be achieved by taking half of an end unit and turning it into a terrace.

Mr. Baka verified for Mr. Hart there are 30 mechanical units on the roof that will have to be maintained and in the current building access to them is through a hatch.

Mr. Victor Saroki, Architect, said along with him this evening are Norman and Bonnie LePage, the project owners; Rick Rattner, Attorney; John Kelly, General Contractor and Builder; and J.C. Cataldo, Manager of the Phase 1 Building. Mr. Saroki indicated now that the economy has recovered they plan to build Phase 2. There is a total of 20 residential units in this building and two retail spaces. They believe there is a practical difficulty and hardship caused by strict compliance with the Ordinance that only allows 5 ft. additional height for mechanical screening on the roof. They are asking for 15 ft. to permit the elevator to protrude.

This started because they have learned some lessons from constructing the first building. Servicing a building through a ladder and a roof hatch with this many mechanical units on the roof has become problematic. He pointed out that the core is the furthest point back from the two faces of the building, so the perception from the street is still a four-story building. They believe the central issue is really the health, safety, and welfare of people servicing the equipment. They feel this is a reasonable request for adequate access to the roof and that their request does substantial justice. This project is within the spirit of the Ordinance and the granting of the variances is not at all contrary to that. They feel that literal enforcement of this chapter is an unnecessary hardship. Further, the granting of the variances does substantial justice to the property owners, to all or the residents who would reside in this building, and to the general public.

Mr. Saroki went on to note that in buildings like this it is a very nice amenity to have some open air space and some vegetation on the roof.

Chairman Lillie pointed out the BZA is a quasi-judicial board. The applicants are asking the board to re-write the statute and that is not the board's function. It is up to the City Commission to make changes to Ordinances. He asked Mr. Saroki to explain why his building is unique and different than any other building in the MX District at four stories and a flat roof. He is having a hard time seeing how this building would meet the uniqueness test. Also, the fact they don't have stairs going to the roof doesn't prevent them from using the property as zoned, as evidenced by their first building.

Mr. Saroki pointed out their first building has been successful but they have an opportunity to make this a better and safer building at a very minimal increase in height in one small area. As to the unique characteristics of the property, their feeling is that every building in the MX District is not going to be built like this one.

Mr. Judd noted this is something that could have been addressed during the period from 1999 until construction of this building. Large compressors can be hoisted to the roof with cranes. He asked Mr. Saroki how they get around the self-created problem. Mr. Saroki said the sun

terrace is self-created but he doesn't believe it is a self-created issue to ask for access to the roof in a more reasonable and safe way than through a roof hatch. Because there are more commercial spaces in this building than in their first building, larger and heavier commercial equipment is required. The ideal location is on the roof.

Mr. Lyon asked how this issue is not self-created in that they could go three stories and have all the room they need for the mechanicals. Mr. Saroki replied that is really not reasonable here and not in the spirit of the Ordinance that allows four-story buildings.

Mr. Jones inquired if there is anything in between the elevator and the ladder they could design that would address the safety concerns. Show how they could ameliorate the requested variances.

Mr. Saroki said a solution could be to create a stairway within the third floor that gets up to the roof.

Responding to Mr. Miller, Mr. Saroki explained they started with one stairway as a way to get up, then they thought it would be reasonable to get an elevator to go up. After that they decided it just makes sense to extend the whole core up. However, they couldn't have elevator doors just open to the roof so there had to be an enclosure or a vestibule. So then they thought a reasonable amenity for the building would be to allow the residents to enjoy the roof deck.

Mr. Lyon advised the applicant that in order to improve the Ordinance and make their building better the City Commission is the place to go.

There was no one in the audience who wanted to speak to this appeal at 8:35 p.m.

Motion by Mr. Judd

Seconded by Mr. Lyon on Appeal 15-20, 375 S. Eton, the appellant is asking for four variances. Mr. Baka, he felt, did a very complete job in describing the four. They all arise from Chapter 126, Article 04, section 4-19 (A) and four of the subsections of section (A). Variance A deals with a dimensional variance of 15.33 ft. to allow a flat roof to exceed 45 ft. Variance B is requesting a dimensional variance of 10.33 ft. to allow them to exceed the maximum allowable height. Variance C is a dimensional variance of 5 ft. to allow use and occupancy above 40 ft. Variance D is a dimensional variance to permit five stories.

This particular appeal arises from the MX District which is a fairly new creation. He doesn't recall too many or any appeals dealing with this section. In its creation it has been noted that there were hearings called by the City Commission; there were committees appointed; testimony was taken during those periods; drafts were made; and eventually the MX Ordinance was produced and approved.

In this case the appellant is asking for these variances based on the health, safety, and welfare of workers who may be servicing the building. It has been noted in discussions by the members of this board that the prior building (the sister building if you will), really of the same construction and many of the same dimensions, was built without the request for two stairways and an elevator with mechanics on top of the building. It was also noted that the building is

extremely popular. It is well designed pursuant to the description of both the attorney representing the appellant and the architect.

Mr. Judd moved to deny all four variances requested by the appellant. He doesn't feel that a practical difficulty has been effectively argued in this case. He doesn't feel that strict compliance with the height requirements in the MX District would unreasonably prevent the owner from using the property for a permitted purpose and would be unnecessarily burdensome. In support of that he points to Building 1 that was built in 2009 which has been extremely effective.

He feels that pretty well mutes the argument of the petitioner dealing with the second building. He also notes that Building 1 and this particular building at 375 S. Eton meet all the Code requirements dealing with safety, and he feels that pretty well takes care of that point. Secondly, he doesn't feel that granting the variance would do substantial justice to the other property owners in the District in that conducting a spot zoning in this case, and perhaps that is not the proper term, we would certainly be creating a specialized district, which is spot zoning with an individualized height different from all the others. We would be doing this in contravention of all of the hearings and ordinances that were enacted by the City Commission and he thinks we would be placing ourselves in jeopardy if we did such an action.

Mr. Judd does not feel the plight of the owner is due to the unique circumstances of the property, as already amply discussed by other members of this board. He does feel the problem is self-created, in that the elevator to the decks is really the engine that is driving this appeal. He discounts the importance in this case of the indications of health, safety and welfare. For those reasons he would move to deny.

Mr. Miller felt that as urban density increases the use of roof areas is becoming more and more desirable. Access to these areas needs to be made by stairs, elevators; exactly what is being asked here. In this regard he thinks the Zoning Ordinance is kind of behind the curve. However, it is beyond our charge here on the board to redefine the ordinance in such a sweeping manner by carrying occupied space up to another floor.

Mr. Lyon agreed with Mr. Miller and believes that urban density will drive everything up. However, he thinks it is way beyond this board's purview to grant these variances. This is not unique and it is self-created. He doesn't feel the applicant meets the four points to grant the variances.

Mr. Jones concurred. He finds that this appeal is self created. Functionality is borne out by the adjoining building still being very popular both economically and functionally. He concurs as the board always states that their job is not to create the ordinance but to enforce within the parameters that they have for a variance. For those reasons he will support the motion.

Chairman Lillie indicated he will also support the motion. He doesn't think there is anything unique about this property. Denying the requested variances will not prevent the petitioner from using the property for the permitted purpose. From what has been presented it is pretty obvious there is no problem with Building 1. A further reason for him to support the motion is the petitioner has said there may be an issue with the Ordinance. If that is the case the way to

change the Ordinance is through the City Commission.

Mr. Hughes thought that Messrs. Saroki and Rattner have made a rather persuasive case. It is very compelling and would be fine if it were permitted under the restrictions under which this board operates. However, granting the variances is too much of a reach over what the board's authority is. The proper way to have something like this approved would be to modify the Ordinance and this board is not in a position to do that.

Motion to deny carried, 6-1.

ROLLCALL VOTE

Yeas: Judd, Lyon, Hughes, Jones, Lillie, Miller

Nays: Hart

Absent: None

Planning Board Minutes
June 22, 2016

PETITION TO AMEND ZONING ORDINANCE

1. 245, 325 AND 375 S. Eton

Petition to amend maximum height for mechanical equipment in the MX Zoning District

Ms. Ecker recalled that at the January 14, 2015 Planning Board meeting, the board considered the Final Site Plan for 245, 325 and 375 S. Eton (District Lofts, Building B). The applicant originally proposed a four-story mixed-use building with a rooftop terrace, a mechanical tower extending above the roof, and rooftop mechanical equipment. While the site plan was approved, the Planning Board added a condition requiring the applicant to remove the rooftop terrace, and lower the height of the mechanical tower and other mechanical equipment to 55 ft. or less in height to comply with Article 4, section 4.19, Height Standards, or obtain a variance from the Board of Zoning Appeals ("BZA").

The applicant submitted an application for variances to the BZA and on July 14, 2015, the BZA heard the requests and denied each of them. Thus, the applicant amended their plans to comply with the Zoning Ordinance.

At this time, the applicant has filed a petition to amend the Zoning Ordinance to request an amendment to Article 4, section 4.19, Height Standards to increase the maximum overall height in the MX District to allow for rooftop mechanical equipment and associated structures. The applicant is also requesting an amendment to the same section to permit rooftop terraces and accessory uses such as fitness areas and kitchen facilities. Specifically noted reasons include allowing safe access to the roof for repair and maintenance, and allowing reasonable rooftop uses and structures within the spirit and intent of those envisioned in the Eton Road Corridor Plan.

MX Zoning District

Article 4, section 4.19 does not provide any additional height for mechanical equipment over the peak or ridge height of a sloped roof building, but does provide an additional 5 ft. of height for mechanical equipment on flat roof buildings. In addition, Article 4, section 4.19 specifically prohibits any use or occupancy above 40 ft. in height, thus precluding a rooftop terrace, swimming pool, and perhaps even a rooftop garden.

All Other Commercial Zoning Districts

For all other commercial zoning districts, rooftop penthouses, screening and mechanical equipment are exempt from the maximum height standards for their zone district, so long as they are fully screened in accordance with Article 4, section 4.54, which states the screening standards that apply. Accordingly, Article 4, section 4.19, Height Standards allows for an additional 10 ft. of height above the maximum permitted height in all commercial zoning districts, with the exception of the MX District. Further, there are no specific prohibitions against rooftop uses as apply in the MX district.

Downtown Overlay District

Article 3, section 3.04, Downtown Birmingham Overlay District also provides an additional 10 ft. of height for mechanical equipment over the peak or ridge height of a sloped roof building, and provides potentially more than 10 ft. for flat roof buildings. Further, there are no specific prohibitions against rooftop uses as apply in the MX District.

Mr. Victor Saroki, Architect for the District Lofts, said they feel there are some practical aspects to be able to access and use the roof. Presently there is a roof hatch which is not ideal for getting people or equipment up. They would like to have reasonable access to the roof to service equipment, both via a stair and an elevator. A good safe number would be 15 ft. above a flat roof. Beyond this, he feels there is a need in urban areas to build and promote the use of the roofs. They become a nice amenity to residential or mixed-use buildings and they attract consumers to these projects.

The chairman thought this seems to make sense dimensionally, but he is not ready to start talking uses yet. The nature of the adjacencies needs to be studied. Mr. Koseck was also in favor of extending the height but thought needs to be given to allowable usage of some or all of the roof.

Mr. Saroki was okay with a portion of the roof for a deck. They are even okay with setting it back a little bit and would add landscaping. They are across the street from two and three-story apartments. Ms. Ecker advised the process for simply making the height consistent across all zones would take at least three months. Mr. Saroki said they would be okay dealing with height now and then tackling uses later.

Motion by Mr. Williams

Seconded by Mr. Jeffares to set a public hearing on the proposed changes to Article 04, section 4.19 ht-04 related to height only, as set forth in the materials for July 27, 2016.

There were no comments from the public on the motion at 8:53 p.m.

Motion carried, 7-0.

VOICE VOTE

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

Nays: None

Absent: None

**Planning Board Minutes July
27, 2016**

PUBLIC HEARING

1. To consider amendments to Chapter 126, Zoning, Article 04 Development Standards, section 4.19, HT-04 (Height Standards) to alter the maximum height of buildings in the MX District to allow for rooftop mechanical equipment.

The chairman opened the public hearing at 7:34 p.m.

Ms. Ecker recalled at the January 14, 2015 Planning Board meeting, the board considered the Final Site Plan for 245, 325 and 375 S. Eton (District Lofts, Building B). The applicant originally proposed a four-story mixed-use building with a rooftop terrace, a mechanical tower extending above the roof, and rooftop mechanical equipment. While the site plan was approved, the Planning Board added a condition requiring the applicant to remove the rooftop terrace, and lower the height of the mechanical tower and other mechanical equipment to 55 ft. in height or less to comply with Article 4, section 4.19, Height Standards, or obtain a variance from the Board of Zoning Appeals ("BZA").

On July 14, 2015, the BZA heard the requests and denied each of them. They stated that the applicant's best path in this case would be to seek ordinance amendments through the City Commission. Thus, the applicant amended their plans to comply with the Zoning Ordinance.

At this time, the applicant has filed a petition to amend the Zoning Ordinance to request an amendment to Article 4, section 4.19, Height Standards to increase the maximum overall height in the MX District to allow for rooftop mechanical equipment and associated structures. The applicant is also requesting an amendment to the same section to allow rooftop terraces and accessory uses such as fitness areas and kitchen facilities. Specifically noted reasons for this request include allowing safe access to the roof for repair and maintenance, and allowing reasonable rooftop uses and structures within the spirit and intent of those envisioned in the Eton Road Corridor Plan.

In every other zone district in the City an extra 10 ft in height is allowed for mechanical equipment, screening and other rooftop structures. The maximum allowable height in the MX District is currently no more than 50 ft. These amendments will bring the MX District in line with all other districts in the City with regard to allowable mechanical space above the maximum height. The roof height is the same, but an extra 10 ft. is allowed for mechanicals.

The chairman took comments from the public at 7:36 p.m.

Mr. Victor Saroki, Architect, said they are very pleased to see the text amendment and they support it as it is written for 60 ft. access for mechanical use, stairs, and elevators. He asked the board to please consider moving forward an allowance for use of the rooftop area. They become outdoor areas for people to enjoy, especially when they do not have a yard.

Motion by Mr. Williams

Seconded by Ms. Whipple-Boyce to recommend an amendment to Article 04, Section 4.19, Height Standards HT-04 of the Zoning Ordinance to the City Commission to alter the maximum height of buildings in the MX District as set forth in the proposed ordinance in the materials. Among other things, 4.19 HT-04 A would increase the maximum overall height, including mechanical and other equipment to be no more than 60 ft.

There were no comments from members of the public at 7:40 p.m.

Motion carried, 7-0.

VOICE VOTE

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

Nays: None

Absent: None

Chairman Clein closed the public hearing at 7:40 p.m.



Williams Williams Rattner & Plunkett, P.C.
Attorneys and Counselors

380 North Old Woodward Avenue
Suite 300
Birmingham, Michigan 48009

Tel: (248) 642-0333
Fax: (248) 642-0856

June 13, 2016

Richard D. Rattner
rdr@wwrplaw.com

HAND DELIVERED

City of Birmingham
City Commission
Planning Board
151 Martin St.
Birmingham, MI 48012

Re: Application for Text Amendment to Article 4 of the City of Birmingham Zoning Ordinance ("Zoning Ordinance") at Sections 4.19(A)(4) and (6) of the Mixed Use Zoning District ("MX") ("Application")

Dear Members of the City Commission and Planning Board:

This letter supplements the Application filed by Eton Office Properties, LLC ("Applicant") on June 3, 2016. The Applicant owns property at 245, 325 and 375 Eton Street, Birmingham, MI.

I Introduction

The Application requests text amendments to Sections 4.19(A)(4) and (6) of the Zoning Ordinance that accommodate the health, safety and welfare of the community and to bring the MX District requirements into compliance with the Master Plan for the Eton Road Corridor (the "Eton Plan"). Applicant's specific suggestions for amending the Zoning Ordinance text are below. It is important to understand that these proposed text amendments *do not increase* the maximum height of any buildings in the MX District (i.e., 40 feet for the eave line of sloped roofs, or 45 feet for flat roofs). Rather, Applicant petitions to amend the text to allow sufficient and reasonable overall height above the established building heights to accommodate safe and reasonable access to the roof area to deal with emergencies, repair, replacement and maintenance of mechanical equipment (including elevators), and to allow the use of the roof for reasonable uses accessory to a residential use as contemplated by the Eton Plan. These amendments are clearly in compliance with the Eton Plan and otherwise dramatically improve the safety, repair,

maintenance and reasonable use and enjoyment of all structures in the MX District, providing a distinct benefit to property owners as well as the community in general.

II Safe Access to and Accessory Use of the Roof

Safety. The central issues addressed by this Application involve the safe, reasonable and expanded accessory uses of roofs of MX District buildings. These amendments will benefit all buildings in the MX District. The height proposed in this Application for installation of rooftop equipment and accessory use is the minimum required for the proper and safe maintenance of all rooftop utilities and structures, as well as reasonable and creative use of the roof area as contemplated by the Eton Plan.

Large rooftop utility units are heavy pieces of machinery and must be serviced, replaced and/or repaired on a regular basis. In order to service or replace these large rooftop utility units, which cannot possibly be maneuvered up a stairway to the roof or pushed through an open trap door, such equipment must be moved by elevator. The current text provides only for 5 feet of space above the roof for common rooftop activities. 5 feet is simply inadequate to access, operate or reasonably use the roof of a building.

An elevator to the roof requires the extra 15' 4" in height above the roof level to allow for construction of the shaft that encloses the elevator. The size of the shaft is determined by applicable building codes and safety regulations and provides enough work space so that all persons working on the equipment and the elevator are safe. Further, if the only pathway to the roof is through a stairwell or trap door device, in the event that any workman or other person on the roof is injured, a stairway may not allow emergency medical personnel unencumbered and fast access to the roof with a stretcher or other life saving device that may be necessary. An elevator is a matter of safety, and is within the spirit and intent of the ordinance which, at its core, is to protect the health, safety and welfare of the community. Specifically, the proposed text amendments will make this building a model of roof safety for Birmingham.

Structures and Reasonable Uses – Master Plan. The additional area will also provide space for rooftop enclosures for protection of equipment and other uses accessory to residential uses. In order to protect the elevator shaft, the stairways and access to the roof and mechanical equipment, it is necessary to build an enclosure. These enclosures are intended to provide cover in inclement weather and to insure that the rooftop access equipment, such as the elevator and stairways, are kept safe, dry, clean and free of ice and snow in winter months. Such an enclosure allows safe access to police, fire and other emergency personnel.

Section 1.04 of the Zoning Ordinance provides that the purpose of the Zoning Ordinance is to "...guide the growth and development of the City in accordance with the goals, objectives and strategies stated within the Birmingham Master Plan ("Birmingham Plan"), and Downtown Birmingham 2016 Plan ("2016 Plan")." A review of the Birmingham Plan necessarily includes the Eton Plan. Section 2 of the Eton Plan provides the "Vision for the Eton Corridor":

The Eton Road Corridor will be a mixed use corridor with a range of commercial, service, light industrial and residential uses that serve the needs of the residents of Birmingham. *Creative site planning will be encouraged to promote high quality, cohesive development that is compatible with the existing uses in the corridor and the adjacent single-family residential neighborhoods.* (Emphasis added)

Section 4 of the Eton Plan provides further guidance into the future land use plan as it pertained to residential development, "*Creative site planning concepts that avert potential land use conflicts and promote the long term compatibility of the wide range of existing and future uses within the corridor area are encouraged.*" (Emphasis added) The Eton Road Corridor is one of the most exciting, rapidly developing areas in all of Birmingham. This proposed text change to the Zoning Ordinance falls squarely within the spirit and intent of the Eton Plan in that it will allow for continued creative use of property, encourage more development and additional revitalization of this new pedestrian friendly modern urban plan.

Development of roof-top spaces is not a new idea. Rooftop spaces have been used for years as an integral part of modern urban planning. In fact, as recently as this month the new Brush Park Project in Detroit was described in the local press. The use of rooftop uses accessory to residential uses was described as part of this new form-based urban concept. The advantages cited included a statement that rooftop terraces, of the same type anticipated by the text amendments proposed in this Application, provide the equivalent of backyards and community gardens. Further, like Birmingham's MX District, the new Detroit plans included retail and commercial uses built into the first floor of the residential buildings.

The Eton Plan wisely predicted this type of modern planning and development. Applicant contends that it is time to make the necessary text amendments so that buildings in the MX District can now be used and enjoyed as part of this creative urban plan, a plan that was created by the community for the benefit of its citizens.

Proposed Text Amendment. The Applicant has requested 2 text amendments to Section 4.19(A) of the Zoning Ordinance: (1) to increase the maximum overall height in the MX District from 50 to 60 feet to allow an additional 15 feet over the current maximum height of 45 feet for rooftop equipment and uses accessory to residential uses; and (2) to allow uses accessory to residential uses above 40 feet in the MX District. Accordingly, Applicant proposes the following text amendments:

4.19 HT-04

This Height Standards section applies to the following district:



The following height standards apply:

A. Roofs:

1. Flat roofs shall be no more than 45 feet.
2. Eave line for sloped roofs shall be no more than 40 feet.
3. Peak or ridge of any sloped roof shall be no more than 50 feet as measured to the average grade at the sidewalk at the frontage line.
4. Maximum overall height including uses accessory to a residential use, the mechanical and other equipment shall be no more than 50-60 feet.
5. Sloped roofs no greater than 45 degrees measured to the horizontal shall be permitted for the screening of mechanical and other equipment.
6. ~~Any other use or occupancy above 40 feet shall be prohibited.~~ Residential units above 40 feet are prohibited. Uses accessory to residential a Residential use shall be permitted above 40 feet, provided that said accessory uses do not cover more than 40% of the roof area. Uses accessory to a residential use include such uses as interior space, lobbies, meeting rooms, fitness areas and kitchen facilities.
7. Maximum of 4 stories.

B. Structures Along Eton Road: The minimum eave height for a 1 story building along Eton Road shall be 18 feet.

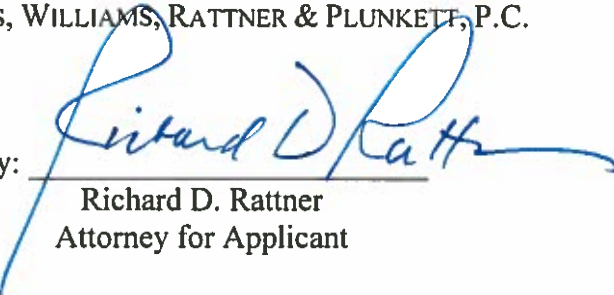
Applicant contends that the proposed text amendments will be a clear benefit to the health, safety and welfare of not only all of the citizens of Birmingham but also all of the citizens in the area.

Applicant respectfully requests that the text amendments requested in its Application be approved.

Respectfully submitted yours,

WILLIAMS, WILLIAMS, RATTNER & PLUNKETT, P.C.

By:



Richard D. Rattner
Attorney for Applicant

DATE: September 2, 2016

TO: Joe Valentine / City Manager
Mark Clemence / Chief of Police

FROM: Scott Grewe / Operations Commander

SUBJECT: Biennial Review of Permit Parking

The guidelines for residential permit parking requests were last renewed on May 20, 1999. It has become apparent, with an increase in residential permit streets, the guidelines need to be updated to include a biennial review of permit streets. It is understood a review of residential permit parking may occur during future master planning discussions. However, changes to the existing guidelines will provide a current opportunity to review permit parking.

The following is a process to review permit parking areas as they come up for renewal every two years. Current residential parking permits expire at the end of 2016. At the time of renewal all permit holders will be issued a copy of the new guidelines, advising residents of the new review.

Starting in 2018 every street with permit parking will be reviewed by the police department to determine if the existing restrictions are still necessary. Renewals will be issued to those streets deemed necessary after review. Streets identified by the police department (Sec. 8 of the amended guidelines) that no longer need permit parking will be reviewed by the Multi-Model Transportation Board. Residents of the street in questions will be notified by mail of the pending review meeting with the MMTB. The Multi-Model Transportation Board shall provide, by resolution, any recommended changes to the City Commission for final review.

SUGGESTED RESOLUTION:

To amend the Guidelines for Residential Permit Parking Request to replace Traffic and Safety Board with Multi-Model Transportation Board and to include Sec. 8 that outlines the biennial review of all permit parking streets by the police department.

GUIDELINES FOR RESIDENTIAL PERMIT PARKING REQUESTS

The City Commission has established the following prerequisites governing requests for permit parking in the residential area.

1. Requests shall be by petition submitted to the **Multi-Model Transportation Board** and signed by the residential and non-residential non-conforming occupants of the area of consideration.
 - a. At least 75% of the addresses in the area of consideration must favor the request.
 - b. Regardless of the number of signatures per address, each address shall have only one "vote".
2. Permit parking requests shall apply to residential area only.
3. Non-residential non-conforming businesses in the residential area petitioning for permit parking shall be included in any subsequent permit parking district.
 - a. Each non-residential non-conforming address shall count as one vote regardless of the number of signatures for that address.
4. The area of consideration for permit parking must consist of at least one city block on at least one side of the street, except;
 - a. Where a portion of the street is zones non-residential, that portion shall not be included.
5. The area of consideration for permit parking must be located in close proximity to a major commercial, industrial or school area where the **Multi-Model Transportation Board** determines that the spill-over parking is or may be detrimental to the neighborhood.
6. Residential permit parking shall not be permitted on a street or side of a street where municipal parking meters exist.
7. **The Multi-Model Transportation Board shall provide, by resolution, a recommendation to the City Commission for final approval.**
8. **All residential permits will be issued for a two year period.**
 - a. **At the time of renewal each street previously approved for residential permit parking will be reviewed by the police department to determine if the restrictions are still appropriate based on the following criteria:**
 1. **Identify the parking demands surrounding the area with permit parking.**
 2. **Do the same conditions exist as when the restrictions were implemented?**
 3. **Are the current restrictions providing the desired results?**
 - b. **Any recommended changes will be presented to the Multi-Model Transportation Board for review.**
 - i. **Multi-Model Transportation Board shall provide, by resolution, any recommended changes to the City Commission for final approval.**

GUIDELINES FOR RESIDENTIAL PERMIT PARKING REQUESTS

(Amended)

The City Commission has established the following prerequisites governing requests for permit parking in the residential areas.

1. Requests shall be by petition submitted to the City Commission and signed by the residential and non-residential non-conforming occupants of the area of consideration.
 - A. At least 75% of the addresses in the area of consideration must favor the request.
 - B. Regardless of the number of signatures per address, each address shall have only one "vote".
2. Permit parking requests shall apply to residential areas only.
3. Non-residential non-conforming businesses in the residential area petitioning for permit parking shall be included in any subsequent permit parking district.
 - A. Each non-residential non-conforming address shall count as one vote regardless of the number of signatures for that address.
4. The area of consideration for permit parking must consist of at least one city block on at least one side of the street, except;
 - A. Where a portion of the street is zoned non-residential, that portion shall not be included.
5. The area of consideration for permit parking must be located in close proximity to a major commercial, industrial or school area where the City Commission determines that the spill-over parking is or may be detrimental to the neighborhood.
6. Residential permit parking shall not be permitted on a street or side of a street where municipal parking meters exist.
7. The City Commission may refer the request to the Traffic & Safety Board for a recommendation.

5/20/99

RP/ah



MEMORANDUM

Police Department

DATE: September 2, 2016

TO: Joseph A. Valentine, City Manager
Mark Clemence, Police Chief

FROM: Scott Grewe, Operations Commander

SUBJECT: Residential Permit Parking Request for Hazel St. between S. Eton and Columbia.

The Multi-Modal Transportation Board considered a petition circulated by the residents of Hazel St. between S. Eton and Columbia to have residential permit parking. There are 26 homes on this block. Residents were contacted in an attempt to examine the attached petition requesting residential permit parking, all hours. 23 residents (92%) signed the petition and were in favor of residential permit parking. One home is vacant.

The resident's petition is for residential permit parking on both sides of Hazel St. between S. Eton and Columbia, all hours.

History

According to police department records, Hazel St. from S. Eton to Columbia has been "No Parking" from 7am to 4pm since 1974.

The resident's request is within city ordinance and city guidelines for residential permit parking.

The Multi-Modal Transportation Board (MMTB) discussed the request. The petition was completed by Romain Fontanges, of 1948 Hazel St., who stated the street is typically full of parked vehicles from employees and patrons of businesses along S. Eton. He stated the current parking restrictions don't help in the evening with the increased parked vehicles due to Griffin Claw. He states residents are unable to park near their homes and requests all day parking restrictions. The MMTB made a motion to approve residential permit parking for Hazel St. between S. Eton and Columbia for all hours. The motion passed.

SUGGESTED RESOLUTION:

To approve the installation of residential permit parking on both sides of Hazel St. between S. Eton and Columbia, all hours. 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 Hazel St. between S. Eton and Columbia at all times.

Petition for Residential Permit Parking Only

In accordance with the City of Birmingham Ordinance, the undersigned residents of Hazel Street respectfully request the parking restriction of "Residential Permit Parking Only" on Hazel Street between S. Eton Street and Columbia Street.


Hazel Street currently has a parking restriction from 7AM to 4PM, except Sundays and Holidays. Hazel Street residents are requesting to change this current restriction to Residential Permit Parking Only, as implemented on Bowers Street.


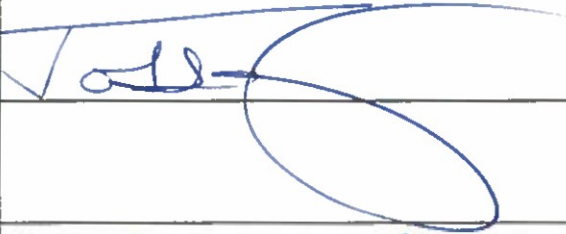



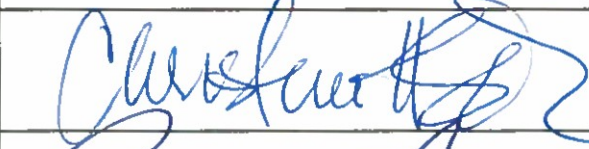

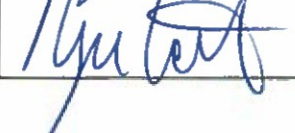
Currently, Griffin Claw Brewing Company customers and employees are parking on Hazel Street throughout the evening, during all days of the week. This forces Hazel Street residents and guests-especially those on the eastern part of the street-to park away from their homes when not parked on their driveways. This overflow of parking on both sides of the street creates a dangerous, narrow, travel lane. Also, due to heavy traffic on Eton Street, Hazel Street has become a "cut-through" route used by many drivers on a daily basis during rush hours. These cars are traveling at high speeds within the narrow travel lane, creating an unsafe situation for our residents. Additionally, Hazel Street residents anticipate further increased traffic and parking overflow with the upcoming opening of new businesses on S. Eton Street, between Hazel Street and Villa Street. Therefore, we wish to implement Residential Permit Parking Only as soon as possible.

Twenty-three of twenty-five houses or 92% of Hazel Street residents between S. Eton Street and Columbia Street have signed this petition so the City of Birmingham may take action to support this request, which would ensure the smooth and safe flow of traffic and parking on Hazel Street.

We are hopeful for prompt approval and implementation of this request by the City of Birmingham. Thank you in advance for your understanding and cooperation.

Hazel Street Residents - Between S. Eton Street and Columbia Street

1998	Romanelli
1974	Alice Cope
1962	Alexis C. Folok
1948	Maria Fontanges
1930	Kimberly Almonroeder
1916	 Linda S. McIntyre
1904	
1888	Mark Kupczyk
1870	Cristina Bass
1856	Richard Whitworth
1842	Ken Carida
1824	Joel Bally
1808	VACANT - Purchased by builder for tear-down

1807	
1821	07 a
	
	Michael Branch
1863	
	Leone Salen
	
	Irene Barry
	
1943	
196'	
197'	
199'	

**CITY OF BIRMINGHAM
MULTI-MODAL TRANSPORTATION BOARD
THURSDAY, AUGUST 11, 2016
City Commission Room
151 Martin Street, Birmingham, Michigan**

Minutes of the regular meeting of the City of Birmingham Multi-Modal Transportation Board held Thursday, August 11, 2016.

Chairperson Vionna Adams convened the meeting at 6:04 p.m.

1. ROLL CALL

Present: Chairperson Vionna Adams; Board Members Lara Edwards, Amy Folberg, Vice-Chairman Andy Lawson,

Absent: Board Member Michael Surnow

Administration: Scott Grewe, Operations Commander
Jana Ecker, Planning Director
Austin Fletcher, Asst. City Engineer
Paul O'Meara, City Engineer

Also Present: Mike Labadie from Fleis & Vandenbrink ("F&V"), Transportation Engineering Consultants

2. INTRODUCTIONS (none)

3. REVIEW AGENDA (no change)

4. APPROVAL OF MINUTES, MEETING OF JUNE 16, 2016

Motion by Ms. Folberg

Seconded by Mr. Lawson to approve the Minutes of June 16, 2016 as presented.

Motion carried, 4-0.

VOICE VOTE

Yeas: Folberg, Lawson, Adams, Edwards

Nays: None

Absent: Surnow

5. W. MAPLE RD. AT ROUGE RIVER - PEDESTRIAN CROSSING

Mr. O'Meara provided background. At the City Commission meeting of July 25, the Dept. of Public Services staff presented a plan to install an improved trail surface just south of W. Maple Rd. The trail would connect the south side Maple Rd. sidewalk at Baldwin Ave. with the existing pedestrian bridge that provides access to the Rouge River trail between Maple Rd. and Linden Park to the south. (Historically, no marked trail has existed in this area.) Before the installation of the path proceeds, staff has been asked to have the MMTB review this item.

When the MMTB last discussed this issue, it was decided that should three lanes be approved on this segment of Maple Rd., crosswalk islands should be installed at the two signalized intersections of Chesterfield Ave. and Lakepark Ave. Now that the decision to have 3 lanes has been made, staff will begin reviewing this issue and will have a final recommended plan for the MMTB to review at a later date.

The City has long desired to make an improved pedestrian crossing in the area of the Rouge River crossing as well, and staff has been struggling with finding a location that doesn't contain obstacles.

The Rouge River Trail Corridor Master Plan recommends the installation of a pedestrian bridge for Maple Rd. just east of Baldwin Ave., complete with handicap accessible ramps on both sides.

There is one location that can be improved just west of the main vehicle bridge that would have sufficient sight distance for a marked pedestrian crossing. Two alternate options were considered, one with an island in the middle and one without. Adding an island creates a problem for a nearby resident because he can no longer make a left turn into his driveway. However, the City is thinking of approaching the resident and seeing if he would be willing to work with the City to have his drive approach relocated so the turn in and out would be easier. If the resident is unhappy with that idea the City could put in a marked crosswalk across the street.

Mr. Labadie explained they will try to give the resident room to go past the island that is created and then turn left. In the alternative, putting in a crosswalk in that location is a function of stopping distance at 38 mph that allows a driver to see a person crossing the street in time to stop. Per AASHTO, the stopping sight distance is exceeded coming from both directions.

MDOT has regulations for this type of crosswalk:

- Marked special emphasis crosswalk;
- Standard pedestrian warning signs;
- Geometric improvements (such as median nose extensions, curb extensions, pork chop island, or Rectangular Rapid Flashing Beacons or both).

Board members expressed preference for the island if possible because it would make it easier and safer for pedestrians to cross. However, it wasn't known if it would work because the resident might not want to shift his driveway.

The chairperson took comments from members of the audience at 6:30 p.m.

Mr. Harvey Bell liked the idea of moving the island down to the east. He asked if the guard rail could be shortened. Mr. O'Meara confirmed for him that the guard rail is installed at the required length. Moving it would increase liability to the City.

In conclusion, board members were happy with this idea and asked staff to keep pursuing it.

6. RESIDENTIAL PERMIT PARKING ZONES

a. Hazel St. - Columbia Ave. to S. Eton Rd.

Commander Grewe advised the Police Department received a petition with signatures from 23 addresses on Hazel St. between S. Eton Rd. and Columbia Ave. (92% of occupied homes). There are 26 total homes with 25 currently occupied. Their petition requests to change the current parking restrictions, No Parking 7 a.m. to 4 p.m., to Residential Permit Parking (all hours on both sides of the street).

History

The current issue per the petition is that local business customers and employees are parking in this area throughout the evening all days of the week. The petition states that this increase in parking forces residents and their guests to park far from their homes, also creating dangerous, narrow travel lanes. The petition also mentions the continued development in the area and the potential for continued increases in parking and traffic problems.

The petition requests the area be "Parking Permit Required" all hours. This same restriction was approved for Bowers St. from S. Eton to Columbia approximately a year ago.

Commander Grewe added this request meets all of the required criteria. With the last residential permit that the City Commission approved, the Commission asked that it be brought back annually as a review to make sure that it is the right thing for the street. That would apply to anything going forward.

Motion by Ms. Folberg

Seconded by Mr. Lawson to approve the petition for Residential Permit Parking (all hours) on both sides of Hazel St. between S. Eton Rd. and Columbia Ave.

Motion carried, 4-0.

VOICE VOTE

Yeas: Folberg, Lawson, Adams, Edwards

Nays: None

Absent: Surnow

b. Haynes St. - Columbia Ave. to S. Eton Rd.

Commander Grewe further advised the Police Department received a petition with signatures from 24 addresses on Haynes St. between S. Eton Rd. and Columbia Ave. (92% of occupied homes). There are 26 total homes; two residents that were contacted did not sign. Their petition requests parking on the street be restricted to Residential Permit Parking (all hours on both sides of the street).

One letter has been received from a resident who is in favor of getting the Parking Permit signs implemented.

History

According to Police Department records, Haynes St from S. Eton to Columbia has never had any parking restrictions.

The current issue per the petition is that local business customers and employees are parking in this area throughout the evening all days of the week. Jerry Yaldoo, who completed the petition, stated the parking problem is all day long. He states during the daytime hours customers and employees from local business use the street. During the evening spill over from Griffin Claw creates problems and congestion throughout the day.

The petition requests the area be "Parking Permit Required" all hours. This same restriction was approved for Bowers St. from S. Eton to Columbia approximately a year ago.

Motion by Ms. Edwards

Seconded by Mr. Lawson to approve the petition for Residential Permit Parking (all hours) on both sides of Haynes St. between S. Eton Rd. and Columbia Ave.

Motion carried, 4-0.

VOICE VOTE

Yeas: Edwards, Lawson, Adams, Folberg

Nays: None

Absent: Surnow

Ms. Ecker advised there are plenty of parking spaces in the Rail District but there is no encouragement for businesses to share them, so they are not efficiently used. There is an ad hoc committee looking at this problem just for the Rail District.

7. MEETING OPEN TO THE PUBLIC FOR ITEMS NOT ON THE AGENDA

Mr. Harvey Bell noted SE Michigan, because of what is going at the University of Michigan, will be key in the development of vehicles that can communicate with each other within the next five to ten years. There will also be vehicle to infrastructure communication. Further, pedestrians and cyclists will have chips in their phones that will communicate to vehicles and to infrastructure.

All this is something this group should investigate in terms of what it would mean to communicate with the infrastructure in the City.

8. MISCELLANEOUS COMMUNICATIONS (items in the packet)

9. ADJOURNMENT

No further business being evident, the board members adjourned the meeting at 6:52 p.m.

Jana Ecker, Planning Director

Paul O'Meara, City Engineer



MEMORANDUM

Police Department

DATE: August 22, 2016

TO: Joseph A. Valentine, City Manager
Mark Clemence, Police Chief

FROM: Scott Grewe, Operations Commander

SUBJECT: Residential Permit Parking Request for Haynes St. between S. Eton and Columbia.

The Multi-Modal Transportation Board considered a petition circulated by the residents of Haynes Street between S. Eton and Columbia to have residential permit parking. There are 26 residents on this block. Residents were contacted in an attempt to examine the attached petition requesting residential permit parking, all hours. 24 residents (92%) signed the petition and were in favor of residential permit parking.

The resident's petition is for residential permit parking on both sides of Haynes St. between S. Eton and Columbia all hours.

History

According to police department records, Haynes Street from S. Eton to Columbia has never had any parking restrictions.

The resident's request is within city ordinance and city guidelines for residential permit parking.

The Multi-Modal Transportation Board (MMTB) discussed the request. The petition was completed by Jerry Yaldoo, of 1997 Haynes St., who stated the street is typically full of parked vehicles from employees and patrons of businesses along S. Eton. He stated that the problem exists all hours of the day due to the variety of businesses in that area. He states residents are unable to park near their homes. The MMTB made a motion to approve residential permit parking for Haynes Street between S. Eton and Columbia for all hours. The motion passed.

SUGGESTED RESOLUTION:

To approve the installation of residential permit parking on both sides of Haynes Street between S. Eton and Columbia, all hours. 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 Haynes Street between S. Eton and Columbia at all times.

**CITY OF BIRMINGHAM
MULTI-MODAL TRANSPORTATION BOARD
THURSDAY, AUGUST 11, 2016
City Commission Room
151 Martin Street, Birmingham, Michigan**

Minutes of the regular meeting of the City of Birmingham Multi-Modal Transportation Board held Thursday, August 11, 2016.

Chairperson Vionna Adams convened the meeting at 6:04 p.m.

1. ROLL CALL

Present: Chairperson Vionna Adams; Board Members Lara Edwards, Amy Folberg, Vice-Chairman Andy Lawson,

Absent: Board Member Michael Surnow

Administration: Scott Grewe, Operations Commander
Jana Ecker, Planning Director
Austin Fletcher, Asst. City Engineer
Paul O'Meara, City Engineer

Also Present: Mike Labadie from Fleis & Vandenbrink ("F&V"), Transportation Engineering Consultants

2. INTRODUCTIONS (none)

3. REVIEW AGENDA (no change)

4. APPROVAL OF MINUTES, MEETING OF JUNE 16, 2016

Motion by Ms. Folberg

Seconded by Mr. Lawson to approve the Minutes of June 16, 2016 as presented.

Motion carried, 4-0.

VOICE VOTE

Yeas: Folberg, Lawson, Adams, Edwards

Nays: None

Absent: Surnow

5. W. MAPLE RD. AT ROUGE RIVER - PEDESTRIAN CROSSING

Mr. O'Meara provided background. At the City Commission meeting of July 25, the Dept. of Public Services staff presented a plan to install an improved trail surface just south of W. Maple Rd. The trail would connect the south side Maple Rd. sidewalk at Baldwin Ave. with the existing pedestrian bridge that provides access to the Rouge River trail between Maple Rd. and Linden Park to the south. (Historically, no marked trail has existed in this area.) Before the installation of the path proceeds, staff has been asked to have the MMTB review this item.

When the MMTB last discussed this issue, it was decided that should three lanes be approved on this segment of Maple Rd., crosswalk islands should be installed at the two signalized intersections of Chesterfield Ave. and Lakepark Ave. Now that the decision to have 3 lanes has been made, staff will begin reviewing this issue and will have a final recommended plan for the MMTB to review at a later date.

The City has long desired to make an improved pedestrian crossing in the area of the Rouge River crossing as well, and staff has been struggling with finding a location that doesn't contain obstacles.

The Rouge River Trail Corridor Master Plan recommends the installation of a pedestrian bridge for Maple Rd. just east of Baldwin Ave., complete with handicap accessible ramps on both sides.

There is one location that can be improved just west of the main vehicle bridge that would have sufficient sight distance for a marked pedestrian crossing. Two alternate options were considered, one with an island in the middle and one without. Adding an island creates a problem for a nearby resident because he can no longer make a left turn into his driveway. However, the City is thinking of approaching the resident and seeing if he would be willing to work with the City to have his drive approach relocated so the turn in and out would be easier. If the resident is unhappy with that idea the City could put in a marked crosswalk across the street.

Mr. Labadie explained they will try to give the resident room to go past the island that is created and then turn left. In the alternative, putting in a crosswalk in that location is a function of stopping distance at 38 mph that allows a driver to see a person crossing the street in time to stop. Per AASHTO, the stopping sight distance is exceeded coming from both directions.

MDOT has regulations for this type of crosswalk:

- Marked special emphasis crosswalk;
- Standard pedestrian warning signs;
- Geometric improvements (such as median nose extensions, curb extensions, pork chop island, or Rectangular Rapid Flashing Beacons or both).

Board members expressed preference for the island if possible because it would make it easier and safer for pedestrians to cross. However, it wasn't known if it would work because the resident might not want to shift his driveway.

The chairperson took comments from members of the audience at 6:30 p.m.

Mr. Harvey Bell liked the idea of moving the island down to the east. He asked if the guard rail could be shortened. Mr. O'Meara confirmed for him that the guard rail is installed at the required length. Moving it would increase liability to the City.

In conclusion, board members were happy with this idea and asked staff to keep pursuing it.

6. RESIDENTIAL PERMIT PARKING ZONES

a. Hazel St. - Columbia Ave. to S. Eton Rd.

Commander Grewe advised the Police Department received a petition with signatures from 23 addresses on Hazel St. between S. Eton Rd. and Columbia Ave. (92% of occupied homes). There are 26 total homes with 25 currently occupied. Their petition requests to change the current parking restrictions, No Parking 7 a.m. to 4 p.m., to Residential Permit Parking (all hours on both sides of the street).

History

The current issue per the petition is that local business customers and employees are parking in this area throughout the evening all days of the week. The petition states that this increase in parking forces residents and their guests to park far from their homes, also creating dangerous, narrow travel lanes. The petition also mentions the continued development in the area and the potential for continued increases in parking and traffic problems.

The petition requests the area be "Parking Permit Required" all hours. This same restriction was approved for Bowers St. from S. Eton to Columbia approximately a year ago.

Commander Grewe added that this request meets all of the required criteria. With the last residential permit that the City Commission approved, the Commission asked that it be brought back annually as a review to make sure that it is the right thing for the street. That would apply to anything going forward.

Motion by Ms. Folberg

Seconded by Mr. Lawson to approve the petition for Residential Permit Parking (all hours) on both sides of Hazel St. between S. Eton Rd. and Columbia Ave.

Motion carried, 4-0.

VOICE VOTE

Yeas: Folberg, Lawson, Adams, Edwards

Nays: None

Absent: Surnow

b. Haynes St. - Columbia Ave. to S. Eton Rd.

Commander Grewe further advised the Police Department received a petition with signatures from 24 addresses on Haynes St. between S. Eton Rd. and Columbia Ave. (92% of occupied

homes). There are 26 total homes; two residents that were contacted did not sign. Their petition requests parking on the street be restricted to Residential Permit Parking (all hours on both sides of the street).

One letter has been received from a resident who is in favor of getting the Parking Permit signs implemented.

History

According to Police Department records, Haynes St from S. Eton to Columbia has never had any parking restrictions.

The current issue per the petition is that local business customers and employees are parking in this area throughout the evening all days of the week. Jerry Yaldoo, who completed the petition, stated the parking problem is all day long. He states during the daytime hours customers and employees from local business use the street. During the evening spill over from Griffin Claw creates problems and congestion throughout the day.

The petition requests the area be "Parking Permit Required" all hours. This same restriction was approved for Bowers St. from S. Eton to Columbia approximately a year ago.

Motion by Ms. Edwards

Seconded by Mr. Lawson to approve the petition for Residential Permit Parking (all hours) on both sides of Haynes St. between S. Eton Rd. and Columbia Ave.

Motion carried, 4-0.

VOICE VOTE

Yeas: Edwards, Lawson, Adams, Folberg

Nays: None

Absent: Surnow

Ms. Ecker advised there are plenty of parking spaces in the Rail District but there is no encouragement for businesses to share them, so they are not efficiently used. There is an ad hoc committee looking at this problem just for the Rail District.

7. MEETING OPEN TO THE PUBLIC FOR ITEMS NOT ON THE AGENDA

Mr. Harvey Bell noted SE Michigan, because of what is going at the University of Michigan, will be key in the development of vehicles that can communicate with each other within the next five to ten years. There will also be vehicle to infrastructure communication. Further, pedestrians and cyclists will have chips in their phones that will communicate to vehicles and to infrastructure.

All this is something this group should investigate in terms of what it would mean to communicate with the infrastructure in the City.

8. MISCELLANEOUS COMMUNICATIONS (items in the packet)

9. ADJOURNMENT









No further business being evident, the board members adjourned the meeting at 6:52 p.m.

Jana Ecker, Planning Director

Paul O'Meara, City Engineer

Petition for Residential Permit Parking on Haynes Street

Petition summary and background	With the popularity of nearby Griffin Claw Brewery Company, Robot Garage and other Rail District commercial buildings, Haynes Street (near S. Elton Street) suffers parking spill-over of non-residential vehicles parked on the street at all hours. To eliminate this commercial spill-over on the neighborhood, a petition for residential permit parking at all times for Haynes Street is being sought (similar to Bowers Street, which received permit parking in August 2015).
Action petitioned for	We, the undersigned residents, and/or property owners on Haynes Street in Birmingham, Michigan, urge the Birmingham City Commission to impose residential permit parking on both North and South sides of Haynes Street (1800-1900 block, between Columbia Street and S. Elton Street). We request the signage to read, "Parking Permit Required At All Times", which will eliminate the parking spill-over of Griffin Claw patrons' vehicles on the street.

Printed Name	Signature	Address	Date
Michelle Forte		1959 Haynes St. Bham	7/9/16
Jerry Yalduo		1997 Haynes St Birmingham	7-9-16
James Courtney		1973 Haynes St, Birmingham	7/9/16
Somya Ragswamy		1933 Haynes, Birmingham	7/9/16
Eric Montgomery		1933 Haynes, Bham	7/9/16
Julie Bolhuis		1919 Haynes Bham	7/9/16
Jason Bolla		1901 Haynes, Bham	7/9/16
Nicole Weber		1889 Haynes, Bham	7/9/16
KARYN HOLIDAY	Karyn Holiday	1875 HAYNES, Bham	7/9/16

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Printed Name	Signature	Address	Date
Rob Runkle	[Signature]	1843 Haynes	7-9-16
Tim Parkkilg	[Signature]	1844 Haynes	7-9-16
Sharon Leake	[Signature]	1825 Haynes	7-9-16
—	[Signature]	—	—
Peter Muller	[Signature]	1809 Haynes	7-9-16
Kevin McLaughlin	[Signature]	1810 Haynes	7-9-16
Mary Gibbs	[Signature]	1822 Haynes	7-9-16
Penie DeWitt	[Signature]	1900 Haynes	7-9-16
Dorothy Zimm	[Signature]	1948 Haynes	7-9-16
George & Joanne Zimm	[Signature]	1958 Haynes	7-9-16
Stacy Robert	[Signature]	1960 Haynes	7-9-16
Eric Barber	[Signature]	1924 Haynes	7-9-16
Christina Meekinder	[Signature]	1890 Haynes St	7-9-16
James Courtney	[Signature]	1930 Haynes St	7-9-16
George Wagon	[Signature]	1973 Haynes St	7-9-16
	[Signature]	1866 Haynes St	7-9-16

Printed Name	Signature	Address	Date
ROD WELSH	Roddy Welsh	1947 Hayes	7/10/16
HUAILEI YU	Huailai Yu	1996 Hayes	7/11/16



MEMORANDUM

Planning Division

DATE: August 31, 2016

TO: Joseph A. Valentine, City Manager

FROM: Jana L. Ecker, Planning Director

SUBJECT: Request for Funding by the Ad Hoc Rail District Committee

On January 11, 2016, the City Commission established the Ad Hoc Rail District Committee to study existing and future conditions and to develop a recommended plan to address parking, planning and multi-modal issues in the Rail District and along S. Eton Road ("the Rail Plan"). The following resolution was adopted at that time by the City Commission to create the committee.

Whereas, the City of Birmingham is desirous of studying the needs of the Rail District to develop an integrated approach to address parking capacity and demands while incorporating multi-modal and planning concepts in this district, and

Whereas, over time the City of Birmingham has studied individual elements of the Rail District, however, a review of these various elements is now desired in order to integrate parking, planning and multi-modal efforts under a single coordinated approach; and

Whereas, the Eton Road Corridor Plan contemplated a mixed use vision for this district, and

Whereas, the Multi-Modal Transportation Plan contemplated a multi-modal approach, including a bike lane and enhanced pedestrian crossings along S. Eton Road, and

Whereas, the City Commission wishes to establish an Ad Hoc Rail District Review Committee to provide a coordinated review of the Rail District while considering all of the elements and input needed to formalize an integrated approach to addressing parking, planning and multi-modal considerations within this mixed use district, including the S. Eton corridor.

Now Therefore Be It Resolved that an Ad Hoc Rail District Review Committee is hereby established to develop a recommended plan for addressing parking, planning and multi-modal issues in the Rail

District and along S. Eton Road, while considering capacity needs and various plan concepts as follows:

1. The Committee will be Ad Hoc. The term of the Committee shall continue through December 31, 2016 and the Committee will cease functioning unless otherwise directed by the Commission.
2. The City Commission hereby appoints a seven (7) member Ad Hoc Committee to be comprised of the following members. Each respective board shall recommend an appointee for consideration by the City Commission.
 - a) One member from the Advisory Parking Committee
 - b) One member from the Planning Board
 - c) One member from the Multi-Modal Board
 - d) One business owner in the Rail District
 - e) Three resident members from the general public; one living in the neighborhood adjoining S. Eton between Maple and Lincoln; one living in the neighborhood adjoining S. Eton between Lincoln and 14 Mile Road; and one living in the neighborhood adjoining N. Eton between Maple and Derby.

The City Commission also hereby appoints the Planning Director as an ex officio member of the committee and the City Manager may designate respective city staff members to serve as ex officio members of the committee to assist in providing information and assistance as may be required.

3. The scope of the Committee shall be to develop a recommended plan on how to best proceed in addressing the current and future parking demands, along with planning goals and multi-modal opportunities for this district in accordance with the following:
 - a. Review the *Eton Road Corridor Plan*, *Multi-Modal Transportation Plan*, and previous findings of the Rail District Committee in order to identify and recommend how to best incorporate these elements into an integrated approach for this district.
 - b. Calculate the long-term parking demands for both the north and south ends of the Rail District, while considering on-street and off-street parking, shared parking arrangements, use requirements and other zoning regulations which impact parking.
 - c. Review planning and multi-modal objectives for the Rail District with the findings from the long-term parking calculations and develop recommendations to integrate planning and multi-modal elements with parking solutions. Recommendations should consider:

- i. Considerations for on-street and off-street parking
 - ii. Road design initiatives
 - iii. Multi-modal uses
 - iii. Neighborhood input
 - iv. Existing plans and findings
- d. Compile the committee's findings and recommendations into a single report to be presented to the City Commission by the end of the committee's term.
4. **The Committee may request professional services as may be required in the analysis of parking considerations.**
5. **The Committee is not authorized to expend funds or enter into agreements. All recommendations made by the committee shall be in the form of a report to the City Commission. (Color added for emphasis)**
6. All meetings of the committee shall be open to the public. Agenda and minutes for all meetings shall be prepared.

Accordingly, the Ad Hoc Rail District Committee has the right to request funding for professional consulting services that may be needed to complete their study, but all such requests must be approved by the City Commission.

On July 20, 2016, the Ad Hoc Rail District Committee passed two motions requesting funding from the City Commission to allow the hiring of a professional consultant to conduct both a parking demand study of key portions of the Rail District, and to review and evaluate potential intersections improvements at Maple and S. Eton and Bowers and S. Eton. The minutes regarding the discussion and request are attached for your review.

At this time, the Ad Hoc Rail District Committee would like to request funding for professional services to assist them in their analysis and recommendations with regards to parking and multi-modal recommendations for the Rail District. Flies and Vandenberg, the City's current transportation consultants provided the attached quote to complete the work requested by the Ad Hoc Rail District Committee (see attached quote). While the requested services do not exceed the \$6000 limit set by the City Commission that requires City Commission approval, this request is made pursuant to the resolution approved to establish the Ad Hoc Rail District Committee as noted above.

Suggested Action:

To approve the Ad Hoc Rail District Committee's request to hire Flies and Vandenberg, in an amount not to exceed \$5200, to complete both a parking demand study of key portions of the Rail District, and to review and evaluate potential intersections improvements at Maple and S. Eton and Bowers and S. Eton with the funds to be paid out of Contractual Services - Planning Department, Account #101-721-000-811-0000.

Ad Hoc Rail District Committee Minutes

July 20, 2016

F. PARKING ANALYSIS - EXISTING AND FUTURE

Ms. Ecker provided an overview. One of the primary elements of the City Commission's charge to the Ad Hoc Rail District Committee was to conduct an analysis of existing and future parking needs in the Rail District. Today staff will go through an analysis based on what is there now including the areas that are likely as fully developed as they will get, along with the areas that may be ripe for redevelopment in the future. Staff is asking the committee to look at some of the assumptions that were made and to critique them. The committee may wish to request funding to hire a consultant to do a formal parking study at different times of the day and during peak hours.

Mr. Cowan put an aerial view of the corridor up on the screen. It depicted the maximum square footage that could be accommodated while dealing with parking. Parcels along Cole were discussed. Some were so built out for the size of the lot that they are not likely to go up. Smaller parcels that are not maxed out in their parking could be built up. City-owned parcels were removed from the analysis because it was assumed they will not be redeveloped. The School District bus parking lot was also removed because it is publicly owned and no changes are anticipated to the School District property within the next 20 years. Committee members agreed with those two assumptions. They also agreed that the School District bus repair facility on Holland should be removed.

The next view that Mr. Cowan presented was existing on-street and off-street parking which totaled 2,219 spaces. Then he put the focus area on the screen and looked at how many on-site parking spaces there are in the under developed area. They found 969 spaces on the parcels that are likely to be redeveloped.

The following slide focused on the areas that are not likely to be redeveloped, along with the undeveloped parcels. It considers the new buildings and how much of their maximum buildable area they are using. It is not possible to max out the buildable area and still meet the parking requirement. Crosswinds varies between 35 and almost 45% of their maximum build-out. District Lofts is about 45 to 50% of maximum build-out because they provide underground parking along with some surface parking. Griffin Claw is at 2% of the maximum build out, which could increase because it is only one story and could be built to go up to four stories.

The committee then looked at the focus area buildings that have not been recently developed. Most of them are one-story with expansive surface lots. They are at about one third of their anticipated buildout.

Mr. Cowan advised that another assumption made was that with a the four-story max build-out the first story is counted as retail and the second, third, and fourth stories as all residential. Another assumption is that on the first floor retail there would be one parking space/300 ft. required, A further assumption is that for floors two, three, and four one parking spot/1000 sq. ft. would be required assuming that most of the units are 900 to 1,500 sq. ft. and everyone has to provide their own on-site parking.

Ms. Ecker noted that with a parking count done at different times of the day it will likely be demonstrated that there is a parking crisis at certain times in a small area; not the District as a whole. She asked the committee to review and consider the 100% build-out calculations, along with the 50% and the 30% build out calculations to determine the appropriate build out percentage to be used in the model. All committee members agreed with the 30% build out assumption for the purposes of the model based on the current and anticipated development pattern in the area. In addition, committee members requested that the cemetery and the bus repair property should be removed from the build out analysis, and for the Irongate at S. Eton and Villa to be added in. Ms. Ecker explained the Erb property was taken out because it is land locked.

Vice-Chairman Bertollini wanted more information on the Forest Hills Swim Club property. Ms. Chiara noted that it is really in need of repairs currently.

Mr. Cowan put up a chart that showed the current percent of max build out on individual properties that have been recently developed. He thought the parking structure should be left in the scenario and given a different category. Four out of five committee members were in favor.

To summarize:

- The committee agreed with one space/300 sq. ft. for commercial for the first floor on an average development.
- The committee agreed with one space/1000 sq. ft., concurrent with the current zoning. Mr. LePage noted that works for the District Lofts.
- They agreed the model should be based on 30 - 35% max build out in 20 years. Right now developers must provide their own parking. However, a public parking structure would change everything.

Ms. Ecker said the original concern of some of the adjacent residents is that the current parking demand in certain areas is high.

Motion by Mr. Steinberger

Seconded by Ms. Krueger that the committee request funding for a parking study to count cars during peak demand, particularly evenings around Griffin Claw, and on Tuesday, Wednesday, Thursday everywhere else on a non-holiday week.

Motion carried, 6-0.

VOICE VOTE:

Yeas: Steinberger, Krueger, Bertollini, Chiara, Edwards, LePage

Nays: None

Absent: Whipple-Boyce

Ms. Edwards thought it would be important for the next meeting to take a look of the Maple Rd./Eton intersection and the plaza area in front of Griffin Claw. She thought professional traffic help would be needed for that study.

Motion by Ms. Edwards

Seconded by Mr. Steinberger to request funding from the City Commission to hire a professional traffic consultant to help us specifically with the area at Maple Rd./Eton and Bowers/Eton.

Motion carried, 5-0.

VOICE VOTE:

Yeas: Edwards, Steinberger, Bertollini, Chiara, LePage

Nays: None

Absent: Krueger, Whipple-Boyce

Ms. Ecker summarized the committee's comments by stating that it is clear that the committee wants to consider that there is a balance between traffic and planning principles.



August 16, 2016

Ms. Jana Ecker
Planning Director
City of Birmingham
151 Martin St.
Birmingham, Michigan 48009

DRAFT VIA EMAIL

**RE: City of Birmingham Rail District
Traffic and Parking Study Proposal**

Dear Ms. Ecker:

The professional staff of Fleis & VandenBrink (F&V) appreciates the opportunity to present you with our proposal to provide Traffic Engineering Services for the City of Birmingham Rail District. Our understanding of the project needs, proposed scope of work, and associated fees are outlined below.

[Project Understanding](#)

The Ad Hoc Rail District Commission was established on January 11, 2016 and includes seven members. The members are tasked with developing a plan to address the current and future parking demands within the district that align with both the planning goals and multi-modal opportunities for the Rail District. The Commission has requested request professional services to assist in the development of this plan and achieving their goals.

This proposal is based on the scope of work as requested by the City of Birmingham Planning Department and the Ad Hoc Rail District Commission to evaluate the existing peak period parking demand within the Rail District and to evaluate pedestrian improvements at intersections identified by the Commission for review.

Our understanding of the project is based on information you have provided, review of the study area, and professional experience. If our understanding of this project does not fully address your needs, please let us know and we will modify our proposal accordingly.

[Scope of Services](#)

F&V proposes to deliver the following scope of services to complete the evaluation:

PARKING STUDY

1. Obtain information from the City of Birmingham including, but not limited to: existing parking supply, parking lot locations, off-street parking locations, permit parking, parking restrictions, existing land uses, future land uses, and proposed intersection and operational improvements.
2. Collect parking occupancy data at both the on-street and off-street parking areas within the Rail District. F&V will facilitate the data collection efforts and the City of Birmingham will provide all personnel necessary to collect the data as summarized below:
 - a. Off-street Parking Areas

**27725 Stansbury Boulevard, Suite 150
Farmington Hills, MI 48334
P: 248.536.0080
F: 248.536.0079
www.fveng.com**

- i. West of S. Eton Road, and
 - ii. North of Lincoln Street (including the parking adjacent to Lincoln Street), and
 - iii. East of railroad tracks, and
 - iv. South of Maple Road.
- b. On-Street Parking Areas
 - i. S. Eton Road, E. Maple Road to Lincoln Ave.,
 - ii. Lincoln Ave, S. Eton Street to Railroad Tracks,
 - iii. Yosemite Blvd., S. Eton Street to S. Adams Road,
 - iv. Villa Road, Railroad Tracks to S. Adams Road,
 - v. Holland Street, Railroad Tracks to Torry Street,
 - vi. Webster Ave., S. Eton Street to Torry Street,
 - vii. Cole Street, Railroad Tracks to Torry Street.
 - viii. Hazel Ave., Railroad Tracks to S. Eton Street,
 - ix. Lewis Street, Villa Ave. to Attard Street,
 - x. Graten Street, Hazel Ave. to Attard Street, and
 - xi. Palmer Court.
- 3. Peak period parking occupancy counts will be collected in 1-hour intervals. Data will be collected on a weekday (Tuesday, Wednesday or a Thursday of a non-holiday week), and Friday. Data collection will occur during the following peak periods:
 - a. Weekday PM (4:00 PM to 7:00 PM) and
 - b. Friday PM (4:00 PM to 7:00 PM)
- 4. Evaluate the peak period parking occupancy counts and summarize information to determine the existing peak period parking occupancy for both on-street and off-street parking facilities.
- 5. Identify improvements (if any) to the Rail District parking facilities that are recommended to accommodate the existing peak period parking demand.

PEDESTRIAN IMPROVEMENTS ANALYSIS

- 6. Evaluate the intersection of Maple Road & S. Eton Street to consider the impact of the following geometric changes on pedestrian and vehicular traffic:
 - a. Widen sidewalk on the west side of S. Eton Street.
 - b. Add splitter island on northbound S. Eton Street at Maple Road.
 - c. Recommendations for pedestrian enhancements at this intersection as appropriate and feasible.
- 7. Evaluate the intersection of Bowers Street & S. Eton Street to consider the impact of the following geometric changes on pedestrian and vehicular traffic:
 - a. Bumpouts on Bowers Street and or S. Eton Street
 - b. Pedestrian islands on S. Eton Street.
 - c. Recommendations for pedestrian enhancements at this intersection as appropriate and feasible.

TECHNICAL REPORT

8. Complete a technical report consistent with accepted practice which outlines the methodologies, analyses, results, and recommendations of the traffic study. All work will follow accepted traffic engineering practice and the standards documented by ITE, AASHTO, and the City of Birmingham.
9. F&V will provide one revision to the report based on comments received with regard to the draft, and finalize the report for submission.
10. Electronic copies of the project report (pdf) will be submitted to the City for their use. One hard copy of the final project report and Synchro models will be provided to upon request.

Fees

Fleis & VandenBrink will complete the proposed services for a **Lump Sum Fee of \$5,200**. This proposal is presented based on our understanding of the project and information you have provided. F&V professional staff will be available for meetings, public hearings, and presentations related to the completion of this study; however, the proposed fee **does not include meetings**, items not specifically outlined in the above scope, or further requests of the City.

If meeting attendance is required, F&V will provide a Change Order outlining any associated additional fees. Meetings will be billed on an hourly basis at a rate of \$176 per hour for Group Manager, \$141 per hour for Sr. Project Manager, and \$101 per hour for Transportation Engineer attendance, as necessary.

We appreciate the opportunity to present our proposal for Professional Services. If you have any questions, please do not hesitate to contact us at your convenience.

Sincerely,

FLEIS & VANDENBRINK



Michael J. Labadie, PE
Group Manager

JMK:mjl



MEMORANDUM

Planning Division

DATE: August 31, 2016

TO: Joseph A. Valentine, City Manager

FROM: Jana L. Ecker, Planning Director

SUBJECT: Request for Proposals for Review of Conceptual Plans for
Maple and Old Woodward Reconstruction Project

The City of Birmingham is currently completing plans for the reconstruction of sections of Old Woodward and Maple Road in the heart of Downtown Birmingham's central business and shopping district. The City has been working to develop plans to enhance the entire right-of-way in this area, from storefront to storefront, including sidewalks, road configuration and width, intersections, crosswalks, bicycle facilities, lighting, street trees, street furnishings and other design elements to create a beautiful and welcoming corridor for Downtown Birmingham that accommodates all users. The City has spent several months refining preliminary concept plans for the corridor, and gathering input from City Departments, residents and property owners in the Old Woodward Corridor. Please see attached memo outlining the details of the project, including preliminary concept plans.

At this time, the City is seeking proposals from qualified urban design consultants to review and evaluate the preliminary plans prepared by the City, to ensure that all vehicular, pedestrian, bicyclist and design elements have been incorporated and are integrated seamlessly to support and enhance Downtown Birmingham. The City is also seeking preparation by the selected consultant of detailed design plans and renderings of key segments of the corridor for review by the Multi-Modal Transportation Board and review and final approval of the Birmingham City Commission.

The reconstruction of the Maple and Old Woodward project area is scheduled for construction March through July 2017, and thus plans must be finalized and sent out as part of a bid package by December 2016/January 2017. Deadlines for the submission and review of proposals as outlined in the RFP have been compressed to ensure that the project remains on schedule for construction in March 2017.

Please find attached a draft Request for Proposals to hire an urban design consultant to review and evaluate the preliminary concept plans for the reconstruction of the Maple and Old Woodward corridors.

Suggested Action:

To authorize City staff to issue the Request for Proposals for the Old Woodward Corridor to solicit proposals from urban design professionals to conduct a review and evaluation of the preliminary concept plans for the reconstruction of the Maple and Old Woodward corridors, to finalize the plans and to prepare colored renderings of key segments in the project area.

REQUEST FOR PROPOSALS FOR THE OLD WOODWARD CORRIDOR IN DOWNTOWN BIRMINGHAM

I. PROJECT SUMMARY

The City of Birmingham is currently completing plans for the reconstruction of sections of Old Woodward and Maple Road in the heart of Downtown Birmingham's central business and shopping district. A map of the project area is included as Attachment A. The City has been working to develop plans to enhance the entire right-of-way in this area, from storefront to storefront, including sidewalks, road configuration and width, intersections, crosswalks, bicycle facilities, lighting, street trees, street furnishings and other design elements to create a beautiful and welcoming corridor for Downtown Birmingham that accommodates all users. Please see Attachment B for a summary of work completed to date, including preliminary concept plans.

The City has spent several months refining preliminary concept plans for the corridor, and gathering input from City Departments, residents and property owners in the Old Woodward Corridor. At this time, the City is seeking proposals from qualified urban design consultants "the consultant" to review and evaluate the preliminary plans prepared by the City, to ensure that all vehicular, pedestrian, bicyclist and design elements have been incorporated and are integrated seamlessly to support and enhance Downtown Birmingham. The City is also seeking preparation by the selected consultant of detailed design plans and renderings of key segments of the corridor for approval of the Birmingham City Commission.

II. SCOPE OF WORK

The selected consultant will review the goals, objectives and recommendations contained in the Downtown Birmingham 2016 Plan (1996), the Birmingham Future Land-Use Plan (1980) and the Multi-Modal Transportation Plan (2012) with regards to the central business district, and the Old Woodward corridor specifically. The selected consultant should also review the current Downtown Birmingham Streetscape Standards adopted by the City Commission to establish the foundation of goals and standards currently in place.

The selected consultant will then conduct a detailed review and evaluation of each of the following elements of the existing preliminary plans:

- **Vehicle lane design and function:** Ensure vehicle lanes are designed for the safe circulation of vehicles through the corridor, traffic calming techniques are in place, and vehicular needs are balanced with those of pedestrians and users of other modes of transit;
- **Intersection design:** Ensure intersection designs promote the safe travel of all users, in particular the safety and comfort of pedestrians, incorporate design elements to reduce the expanse of crossings, and incorporate other design elements;
- **Sidewalk design:** Maximize sidewalk space to accommodate pedestrians, outdoor dining areas, bicycle parking, street furnishings, and other pedestrian amenities;
- **Crosswalk design and placement:** Provide pedestrian crossing opportunities, enhance and demarcate crosswalks with markings, landscaping and other design elements;
- **Bicycle facilities:** Incorporate bicycle facilities where possible in accordance with the Multi-Modal Transportation Plan;

- **Transit facilities:** Incorporate and enhance existing transit stop locations in the corridor;
- **On street parking:** Maximize on street parking opportunities where possible;
- **Street lighting & street furnishings:** Provide consistent lighting levels along the corridor and provide street furnishings at regular intervals in accordance with Downtown Streetscape Standards;
- **Street trees & landscaping:** Provide street trees as required in accordance with the Downtown Streetscape Standards, and design tree wells and select species to provide healthy growing conditions. Provide landscape enhancements to enhance the comfort and beauty of the corridor; and
- **Signage:** Minimize excessive traffic signage and provide opportunities for wayfinding and City branding/promotion throughout the corridor.

The goal of this review is to ensure that all required elements are included, all elements work together with existing buildings, existing and proposed infrastructure, and the overall design meets the functional and design recommendations contained in the City's master plans noted above. It is anticipated that the consultant will meet internally with City staff during the review and evaluation process, and conduct a public open house to obtain input on the proposed design elements.

After a thorough analysis of the existing preliminary concept plans, the consultant will finalize preliminary design plans for approval by the City Commission, and prepare color renderings to illustrate the proposed improvements along the two corridors (Old Woodward; Oakland to Landon and Maple; Southfield to Woodward Ave.), with particular emphasis at Maple and Old Woodward, and any other key sections within the project area.

III. PUBLIC PARTICIPATION

Public participation is a critical component in the development of the Old Woodward Corridor in Downtown Birmingham. The consultant should be prepared to conduct one public open house during the review and evaluation phase to solicit input from residents and stakeholders, and to conduct up to 2 public presentations to City boards and commissions during the approval process.

IV. DELIVERABLES

1. Detailed design plans of the Old Woodward corridor from Oakland to Landon and of Maple Road from Southfield to Woodward Avenue, including two large size hard copies of the improvement area, and one (1) electronic copy of the final plan.
2. Color renderings of a minimum of three (3) key segments along the corridor, including one at Maple and Old Woodward.
3. All materials shall become the sole property of the City of Birmingham.

All work products produced by the consultant shall comply with all local, state, county and federal laws, rules, regulations, and ordinances of any and all such governmental authorities.

V. COMPANY QUALIFICATIONS

All proposals must include an outline of qualifications of the consultant and of the key employees that will be involved in the project should the consultant be selected. The outline should include a summary of the consultant's experience and the key employees' experience; preparation of similar corridor planning documents will be an asset. Portions of sample plans prepared by the consultant should be submitted with the proposal, up to a maximum of twenty-five (25) pages.

VI. TIME SCHEDULE AND COST PROPOSAL

The City has been working diligently to finalize design plans for the Old Woodward corridor to go out to bid by the end of the year, and to commence construction in the Spring of 2017. Given this tight schedule, the consultant must be prepared to complete the scope of work and provide all deliverables to the City by November 10, 2016 for review by the Birmingham City Commission on November 21, 2016.

All proposals must include a proposed time schedule for completion of the project and a fixed price agreement with an associated fee schedule for extra meeting costs, should they be required. Reimbursable expenses will be billed at direct cost plus a 15% administrative charge. Normal reimbursable expenses associated with the project are to be included in the estimated fees as outlined in the proposal. The City reserves the right to amend the RFP as necessary after discussions with the selected consultant.

VII. PROPOSAL SUBMISSION REQUIREMENTS

Proposals shall be submitted no later than **4:00 p.m. on September 20, 2016** to:

Community Development Department
City of Birmingham Municipal Building
151 Martin Street
Birmingham, MI 48012

Attention: Jana L. Ecker
Planning Director

Six (6) original copies of the proposal must be submitted. The proposal should be firmly sealed in an envelope, which shall be clearly marked on the outside ***"CDD – PLANNING DIVISION, OLD WOODWARD CORRIDOR IN DOWNTOWN BIRMINGHAM."*** Faxed proposals will not be accepted. Any proposal received after the due date cannot be accepted and will be rejected and returned unopened, to the consultant. Each consultant may submit more than one proposal provided each proposal meets the functional requirements.

All proposals must be received by **4:00 PM on September 20, 2106**, after which time bids will be publicly opened and read. The submission of a proposal shall be deemed a representation and warranty by the consultant submitting the proposal 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.

All proposals that wish to be considered must be no longer than twenty-five (25) pages, exclusive of

cover sheet, cover letter, and Iran Sanctions Act Vendor Certification Form and must contain the following:

- (1) Cover sheet included in this RFP as Attachment C;
- (2) Cover letter;
- (3) Outline of qualifications of the consultant and of the key employees that will be involved in the project should your firm be selected;
- (4) Outline presenting a description of the scope of work to be completed;
- (5) Proposed time frame for completion of each component of the scope of work;
- (6) Cost Proposal;
- (7) A statement of any additional services that you recommend, if any. Define hourly rates for additional services; and
- (8) Iran Sanctions Act Vendor Certification Form included in this RFP as Attachment D.

VIII. SELECTION PROCESS

The City will utilize a selection process in choosing a consultant for the completion of this work. Consultant selection will be based on the following criteria:

Experience of the consultant with similar projects
Professional qualifications of the key employees to be assigned to the project
Content of Proposal and related costs

Qualifications will be reviewed and evaluated by the City over the one week period following the September 20, 2016 deadline. The City may select one or more consultants to interview at the City Commission meeting on September 26, 2016.

During the evaluation process, the City reserves the right where it may serve their best interest to request additional information or clarification from the consultant, or to allow corrections for errors or omissions.

After the consultant is selected, should the City be unable to negotiate a mutually acceptable contract with the selected consultant on or before October 10th, 2016 the City may enter into negotiations with the second ranked consultant identified during the selection process. See Attachment E for the contract to be executed with the City.

The City reserves the right to reject any and all proposals at any time prior to the City Commission's approval of a fully executed contract.

IX. INSTRUCTIONS TO CONSULTANTS

1. Any and all bids must include the attached proposal form on the front, and be delivered to the City at the address above. If more than one bid is submitted, a separate bid proposal form must be used for each.
2. 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 consultant with tax exemption information when requested.

3. Any request for clarification of this RFP shall be made in writing and delivered to: ***Community Development Department, Planning Division, Attn: Jana L. Ecker, 151 Martin Street, Birmingham, MI 48012.*** Such request for clarification shall be delivered to the City, in writing, at least five (5) business days prior to the date for receipt of proposals.
4. Consultant shall provide the name, address, and telephone number of an individual in their organization to whom notices and inquiries by the City should be directed as part of this proposal.

X. TERMS AND CONDITIONS

- A. The City reserves the right to reject any or all proposals received, waive informalities, or accept any proposal it deems best.
- B. The City reserves the right to request clarification of information submitted and to request additional information of one or more consultants.
- C. The City reserves the right to terminate the contract at its discretion should the City in its sole discretion determine that the services provided do not meet the specifications contained herein.
- D. 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 one hundred and twenty (120) days, to provide the services set forth in the proposal.
- E. The cost of preparing and submitting a proposal is the responsibility of the consultant and shall not be chargeable in any manner to the City.
- F. The consultant shall issue monthly invoices for work completed to date, up to the fixed price set out in the executed agreement. The consultant must get prior written authorization from the City before any additional expenses to be incurred by the consultant may be invoiced to the City. Payment will be made within thirty (30) days after invoice has been received and accepted by the City. Invoices are to be rendered to the City's Finance Department upon proper performance.
- G. **Settlement of disputes** If the consultant or the City feels aggrieved, the aggrieved party shall advise the other in writing of any dispute it has arising out of this contract. Any disputes arising under this contract 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 City shall make its election 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. The Oakland County Circuit Court or any court having jurisdiction may render a judgment upon the award of the arbitrators. In the event that the City elects not to have the matter in dispute arbitrated or fails to make such an election, any dispute between the parties may be resolved by the filing of a suit in the Oakland County Circuit Court. In the event that the City feels aggrieved, it shall elect the method of resolving its dispute by either demanding that the

matter be arbitrated or by filing a suit in the Oakland County Circuit Court.

H. **Insurance Requirements.** The consultant shall not commence work under this Agreement until it has, at its sole expense, obtained the insurance required by 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 insurance carriers acceptable to the City.

1. **Workers' Compensation Insurance:** The consultant shall procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
2. **Commercial General Liability Insurance:** The consultant shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Companies Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.
3. **Professional Liability:** The consultant shall procure and maintain during the life of this Agreement, Professional Liability (Errors and Omissions) Insurance with minimum liability limits of One Million Dollars (\$1,000,000) per claim.
4. **Motor Vehicle Liability:** The consultant shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
5. **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 and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This insurance shall be considered to be primary, and any other insurance maintained by the additional insureds shall be considered to be excess and noncontributing with this insurance required from consultant under this section.
6. **Cancellation Notice:** 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.
7. **Proof of Insurance Coverage:** The consultant 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.
 - (a) Two (2) copies of Certificate of Insurance for Workers' Compensation;

- (b) Two (2) copies of Certificate of Insurance for Commercial General Liability;
 - (c) Two (2) copies of Certificate of Insurance for Professional Liability (Errors and Omissions);
 - (d) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
 - (e) If so requested, Certified Copies of all policies mentioned above will be furnished.
8. **Coverage Expiration:** If any of the above coverages expire during the term of this contract, the consultant shall deliver renewal certificates and/or policies to the City at least (10) days prior to the expiration date.
9. The consultant also agrees to provide all insurance coverage as specified. Upon failure of the consultant to obtain or maintain such insurance coverage for the term of the agreement, the City may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the contract amount. In obtaining such coverage, City shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.
- I. **Execution of Contract:** The successful consultant shall enter into the agreement shown in Attachment E with the City on or before October 10th, 2016. Such Agreement shall commence immediately after both parties have executed the Agreement and the Birmingham City Commission has approved the agreement, and shall terminate after the expiration of one (1) year. However, any party may cancel this Agreement upon thirty (30) days advance written notice. In no case shall work under the contract commence prior to October 11, 2016.
- J. **Indemnification.** The consultant agrees to the fullest extent permitted by law to defend, pay on behalf of, indemnify and hold harmless the City, their 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, their 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 agreement.
- K. **Conflict of Interest:** The City will not enter into a contract to furnish materials or services to the City from any City official, his spouse, child or parent, or from any corporation, association or partnership in which any City official, his spouse, child or parent, has any direct or indirect interest.

Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or unincorporated business shall not be deemed to be a disqualifying interest. Employment by a business entity shall be deemed to be a disqualifying interest only if such employment is in an administrative, managerial or executive capacity in which the employee could in any way influence the decisions of the business entity with regard to contract

proposals or other transactions.

Every contract entered into by the City shall contain a provision to the effect that if subsequent to entering into the contract a City official, his spouse, child or parent shall become directly or indirectly interested in the contract, the City may 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.

Attachment A:





MEMORANDUM

Engineering Dept.

DATE: July 28, 2016

TO: Multi-Modal Transportation Board

FROM: Paul T. O'Meara, City Engineer

SUBJECT: Downtown Street Reconstruction Projects
2017-2021

The City has known for many years that the sewer, water, and pavements within the Central Business District are due for complete reconstruction for many years. Other projects that have already been undertaken include:

2004: Brown St. (Old Woodward Ave. to Woodward Ave.)
2005: Willits Alley (Willits St. to Maple Rd.)
2007: N. Old Woodward Ave. (Oak St. to Willits St.)
2008: Maple Rd. & Chester St. Intersection
2009: Pierce St. (Merrill St. to Brown St.)
Townsend St. (Pierce St. to Henrietta St.)
2010: Martin St. (Chester St. to Pierce St.)
Bates St. (Martin St. to Brown St.)
Henrietta St. (Martin St. to Brown St.)
Townsend St. (Chester St. to Henrietta St.)
2013: Pierce St. (Maple Rd. to Merrill St.)
Merrill St. (Pierce St. to Old Woodward Ave.)
2015: Hamilton Alley (Hamilton Ave. to Park St.)
2015: Martin St. & Chester St. (Adjacent to the Chester St. Parking Structure)
2016: Hamilton Ave. (Old Woodward Ave. to Woodward Ave.)
Park St. (Hamilton Ave. to Maple Rd.)

The remaining projects will be the most ambitious yet, and are currently planned as follows:

Phase I: 2017 - Old Woodward Ave. (Willits St. to Brown St.)
Phase II: 2019 - Maple Rd. (Bates St. to Woodward Ave.)
Phase III: 2021 - S. Old Woodward Ave. (Brown St. to Landon St.)

At this time, staff is prepared to present the street design plans of the above three projects for review by the Multi-Modal Transportation Board (MMTB). In order to review the plans comprehensively, master plans and previous committee discussions are provided below. Before comparisons with those plans is reviewed, the following highlights the most significant changes that these plans will provide:

Old Woodward Ave. Cross-Section (Phases I & III)

The existing pavement for Old Woodward Ave. was built in the 1930's. It was constructed extra wide to allow for angled parking and a street car line down the middle. Once the street car line was removed, the through traffic lanes were 20 ft. wide, which is unique. Desiring to rebuild the road with better utilization of this space, this issue was first addressed with the N. Old Woodward Ave. segment that was reconstructed in 2007. The 2016 Master Plan (referenced below) proposed a boulevard island for the north and south segments (north and south of the old Ring Road), with a left turn lane in the middle segment. The boulevard island concept was built in 2007 for the north section, and has been considered a success in slowing traffic, providing more green space in the business district, and helping create a more pedestrian friendly environment, while still allowing angled parking.

The 2017 Phase I project primarily depicts a cross-section that matches what was done on N. Old Woodward Ave., except that the boulevard islands would be deleted in favor of a left turn lane. The boulevard island concept from the north end of town would be picked up again south of Brown St. in the 2021 Phase III project, as shown. Short median islands are proposed on Phase I at Hamilton Ave. and Merrill St., where no left turn movements are present, to improve the pedestrian crossings at these signalized intersections. A safer environment for both traffic and pedestrians will result with the introductions of left turn lanes. Left turn lanes allow through traffic to flow through the intersection unobstructed. Not only is the Level of Service improved, sight lines are enhanced because through traffic is not weaving around left turning vehicles sitting in the through lane, and left turning vehicles are lined up on both sides of the intersection. Improved sight lines will provide enhanced safety for pedestrians.

Finally, bumpouts are now being implemented in accordance with our recently approved bumpout design guidelines. All of them have been tested with truck turning templates for a truck with a 40 ft. long trailer, the longest typically seen on these streets. Further, traffic counts have been taken and the traffic flows with the reduced width streets have been modeled in the Synchro traffic flow software program the MMTB has seen in the past. F&V will be present and prepared to present this information at this meeting.

Maple Rd. Cross-Section (Phase II)

The Maple Rd. segment is planned for 2019, as Phase II. Federal funding will help pay for the construction of this portion of the project. Maple Rd. will remain similar to what it is today, providing two through traffic lanes, and parallel parking on both sides. Left turn lanes will now be provided on both sides of the Bates St. and Old Woodward Ave. intersections, for the reasons noted above. (Introducing left turn lanes helped move this project to a point where it could be awarded federal funds over competing projects from other jurisdictions.)

Where left turn lanes are being created that did not exist in the past, the narrow sidewalks present along the Maple Rd. corridor will be enhanced by being widened by four feet on each side of the street. The wider sidewalks will result in the removal of on-street parking east of Bates St. and east of Old Woodward Ave., although new parking in other areas will more than make up for this loss overall. The left turn lane concept also allows for the introduction of a median crosswalk island at the Pierce St. intersection, as shown.

Similar to Old Woodward Ave., bumpouts are being provided where possible. Due to the narrow width of the pavement, there are areas where bumpouts cannot be provided to allow space for truck turning movements, as depicted on the attached plans.

BIRMINGHAM 2016 PLAN (1996)

The 2016 Master Plan was written as a master plan to guide the Central Business District into the 21st century. Attached are the five pages of the plan that provide plans for specific locations along either the Old Woodward Ave. or Maple Rd. corridors. Most of the projects had to do with de-emphasizing the Ring Road concept that was still in operation at the time it was written. Most of these projects have already been undertaken several years ago. In order of appearance, the projects include:

1. Maple Rd. at Park St./Peabody St.

The 2016 Plan suggested changing this unique intersection basically back to the way it was constructed before it was changed in the 1980's. The previous intersection, where all turning movements were allowed, was proven to not be safe. The short distance between this intersection and the Woodward Ave. intersection meant that there was inadequate storage space for westbound Maple Rd. traffic if they were stopped at the Park St./Peabody St. traffic signal. Vehicles would be forced to then sit in the Woodward Ave. intersection, blocking southbound Woodward Ave. traffic. The City had previously made the decision that this intersection had to change.

The modification resulted in restricted turning movements, and a one-way traffic pattern on Park St. The author of the 2016 Plan saw this intersection as conflicting with the retail goals of the immediate businesses, as it made it difficult for vehicles to circulate in the immediate area. Since this was written, our traffic engineer has presented a concept that is now featured on these plans, wherein Park St. could be restored to two-way traffic, but southbound traffic would be forced to turn right (controlled by a STOP sign, not a signal). No changes would be made to the Peabody St. configuration. That way, the traffic signal would not be changed from its present condition, and traffic problems witnessed in the past would not be brought back.

This year, most of this block of Park St. was reconstructed due to the pavement being in poor condition. The 2019 Maple Rd. project will reconstruct this intersection, allowing the City to implement this new plan for Park St.

- a. Six new on-street parking spaces will be provided on Park St.
- b. Vehicles in this area driving south on Park St. or east on Hamilton Ave. will be allowed to proceed south on Park St., and back to Maple Rd., when searching for a particular building or street parking place.
- c. Westbound Maple Rd. traffic will not be impacted by these changes, so no safety hazard will be created for Woodward Ave., as had been experienced in the past.
- d. A traffic island will be able to be constructed on the north side of the intersection, allowing for an enhanced landscape area and shortened crossings for pedestrians.
- e. A bumpout on the southwest corner of the intersection will allow the signalized pedestrian crossing for Maple Rd. to be shortened.

As a part of approving these plans, the MMTB will be asked to endorse this new concept for Park St.

2. Brown St. at Old Woodward Ave.

The 2016 Plan recommended the removal of a right turn lane, and the installation of a small urban park area at the northeast corner of this intersection. This change was implemented in 2004. The new plans for Old Woodward Ave. work with this concept, and do not change the function of this intersection.

3. Maple Rd. at Chester St.

The 2016 Plan recommended the removal of a right turn lane, and the installation of a small urban park area at the northwest corner of this intersection. It also recommended reducing the radius at the southwest corner of this intersection. These improvements were implemented on the north side of the intersection in 2008, and on the south side in 2015. No further work is proposed in this immediate area at this time.

4. Old Woodward Ave. at Maple Rd.

The 2016 Plan recommended a combination of bumpouts and traffic islands at this intersection. Given the need to allow truck turns at this location, the traffic islands as proposed would be problematic. Since then, the City has been awarded federal funding to help cover a portion of the cost of the 2019 Maple Rd. project, provided certain traffic safety improvements are implemented. One of the important traffic safety improvements includes introducing left turn lanes for the major intersections, including this one. The attached plans depict new left turn lanes for all four directions of this intersection, which allows the sight line safety improvements noted above. Also, higher demand for left turns required the City to ban left turns in all four directions of this intersection from 4 to 6 PM. Once left turn lanes are provided, this ban can be removed allowing better local circulation during the evening rush hour.

5. Old Woodward Ave. at Brown St.

The 2016 Plan recommended the removal of a right turn lane, and the installation of a small urban park at the northeast corner of this intersection. This work was completed in 2004. The work now proposed on the Phase I project will complement this previous work.

Overall, staff feels that the conceptual plans now being presented have been designed with the same overall goals and intentions in the 2016 Master Plan.

OLD WOODWARD AVE. AD HOC CONCEPTUAL DESIGN COMMITTEE

Starting in 2010, staff began preparing applications for a federal grant to help cover the cost of the next Old Woodward Ave. reconstruction project. (Federal funding helped pay for a significant portion of the 2007 Old Woodward Ave. project.) However, funding availability had declined by 2010, and for several years no such funding was awarded. (The City's ability to obtain funding on Maple Rd. was largely a function of the higher traffic levels on Maple Rd.)

During these annual efforts, the City Commission expressed concern that the City did not have a finalized concept as to how Old Woodward Ave. would be built in the critical section between Willits St. and Brown St. In the summer of 2011, they directed the creation of an ad hoc committee to meet and study this issue, and finalize a recommendation back to the Commission. Our traffic engineer Mike Labadie, working for the firm of Wilcox and Assoc., assisted in this effort. Significant documentation as assembled for the final report is attached.

As described in the first five pages of the package, the committee recommended the left turn lane concept, without median islands. The majority of the committee felt that extending the islands to match what was done north of Willits St. would create too much congestion in this busiest area of the district. The recommended concept was known as Option 2A, which is very similar to what is being proposed now.

A minority of the committee did not like the extended left turn lanes, arguing that this was wasted space that could be put to better use in enhanced sidewalks. The only way to do this on the two longer blocks as to narrow the street as shown in Option 2A Revised, also in the front part of this report. Since the need to make a decision at that time was not imminent, the Commission approved the report, but did not comment on the question of the original 2A versus the Revised version.

Staff, as well as F&V, has reservations about the Revised concept. Incorporating angled parking on a public street requires careful design to make sure that visibility and sufficient space is provided, especially for those attempting to back vehicles out of a parking space and into the through street. Bending the road, which would drastically shorten sight lines, is not recommended. It is recommended that the MMTB discuss whether this extra space is an issue, and if so, how to treat or otherwise use it such that the final recommended design is one that can be defended and approved in the end.

MULTI-MODAL TRANSPORTATION MASTER PLAN

Both of these street segments were also reviewed for consistency with the Multi-Modal Transportation Master Plan. Relevant pages are attached for reference. The following observations are made:

Old Woodward Ave. (Phases I and III)

The Master Plan proposes enhanced pedestrian crosswalks at every intersection, as well as shared lane markings. Every intersection within the project area has been analyzed and provided with bumpouts and marked crosswalks at every location possible. At signalized intersections, every potential pedestrian crosswalk location has been provided with the maximum sized bumpout possible, as well as marked crosswalks. At intersections that are not signalized, generally one marked crosswalk has been provided in the location where a median crosswalk island can be provided, greatly shortening the distance that must be crossed at one time.

As described in the attached sheets of the Master Plan, Shared Lane Markings are suggested to indicate to motorists that they should share the lane with bicyclists. Much discussion has been held relative to installing separate bike lanes. The question of providing space for dedicated

bike lanes was studied extensively in 2012 with the Old Woodward Ave. Ad Hoc Conceptual Design Committee (referenced above) as well as in 2014 with the original Multi-Modal Steering Committee. Both groups concluded that given the physical constraints of the right-of-way, and given the importance of a wide sidewalk and angled street parking, dedicated bike lanes could not be implemented on this corridor.

In addition to the Shared Lane Markings proposed for this corridor, other bike traffic improvements currently proposed for this area include designated bike parking areas on sidewalks throughout the downtown (already being implemented), and bike lockers within the parking structures.

The Master Plan also recommends a green colored Shared Lane Marking on the short segment of Bowers St. (Old Woodward Ave. to Woodward Ave.) that is proposed to be rebuilt as a part of the Phase III project. As identified on Page 85 of the Master Plan, this feature was proposed both here and on Lincoln Ave. for bicyclists crossing Woodward Ave. This feature was researched with the MI Dept. of Transportation (MDOT) staff in 2014 prior to the resurfacing of Lincoln Ave. The green lane could not be approved by MDOT unless Lincoln Ave. was widened to provide a separate paved area for the bike traffic. With right-of-way being limited on Lincoln Ave., the installation as recommended by MDOT is not feasible. Identical conditions are present at Bowers St., which has a smaller right-of-way than Lincoln Ave. All available space is needed for the three proposed vehicle lanes and the sidewalks on both sides, which are immediately adjacent to the road. No additional space is available for a separate bike lane. Therefore, similar to Lincoln Ave. at Woodward Ave., no colored shared lane marking is proposed on Bowers St.

Maple Rd. (Phase II)

The Master Plan's recommendations for Maple Rd. in the downtown area are essentially the same as those for Old Woodward Ave. Bumpouts are recommended for every intersection, and shared lane markings are recommended for bikes. Maple Rd.'s narrow right-of-way already results in a narrow sidewalk once two traffic lanes and two parking lanes are provided. No additional space is available for a separate bike lane area.

The proposed plan has followed this directive. While the plan may appear to deviate at Bates St., where no defined bumpouts are shown (due to space being needed for truck turns), the new road will be narrower than the existing by 8 ft., thereby creating the same benefit of a reduced crosswalk length.

NEXT STEPS

At this meeting, staff is seeking the endorsement of the presented plans by the MMTB as being in accordance with the Multi-Modal Master Plan, as well as the other relevant plan and committee recommendations from the past. If that is achieved, staff plans to do the following:

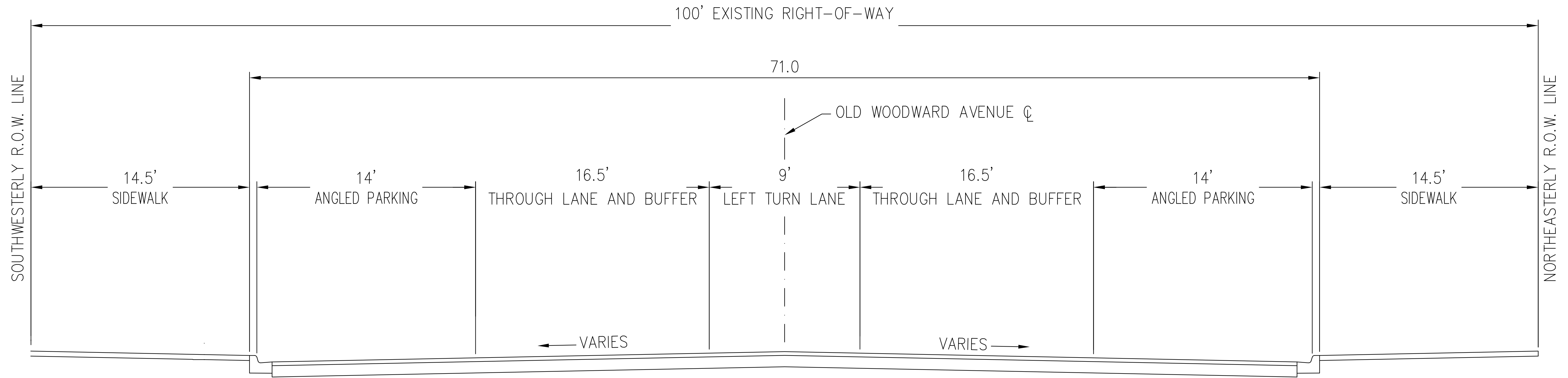
1. Continue moving forward with the creation of a more detailed plan for Phase I, including trees, street lights, traffic signal poles, banner poles, etc.
2. Scheduling a public meeting for the business community, to be held in late August. The meeting will provide an opportunity to sit down with the business owners and

stakeholders of the Central Business District, and give them an update about where these projects are. After an overview of the various phases, more discussion will focus on Phase I, including schedule, traffic management, work hours, etc.

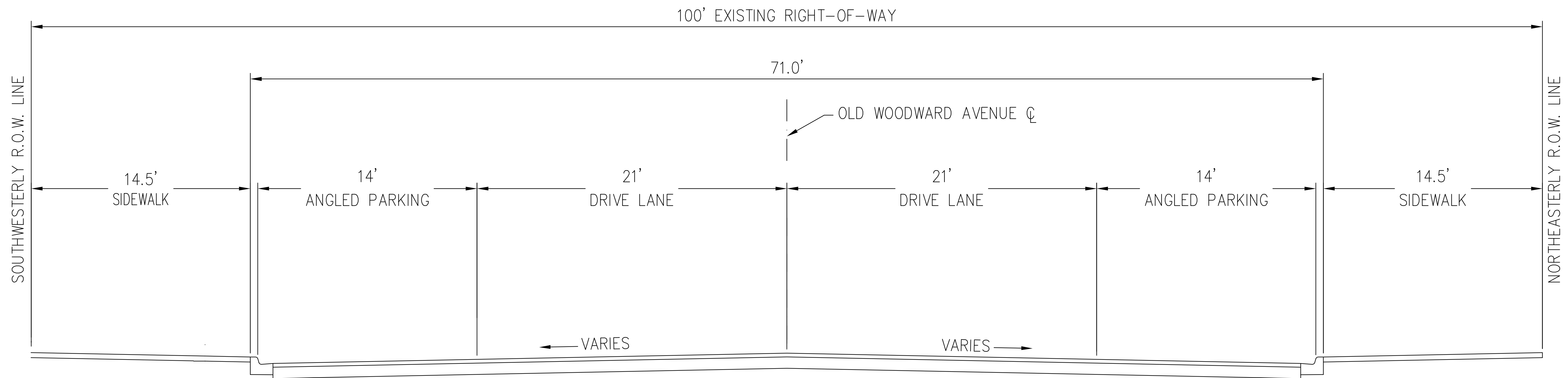
3. Once the plan has become more refined, and the public has been advised, a presentation will be given to the City Commission.
4. Detailed final design will be underway this fall so that bidding documents can be finalized and construction bids can be sought in early January. Construction should begin in March. A complete construction schedule has not yet been finalized, but it is hoped that the Phase I project could be completed within four months, less if possible.

SUJGGESTED RECOMMENDATION:

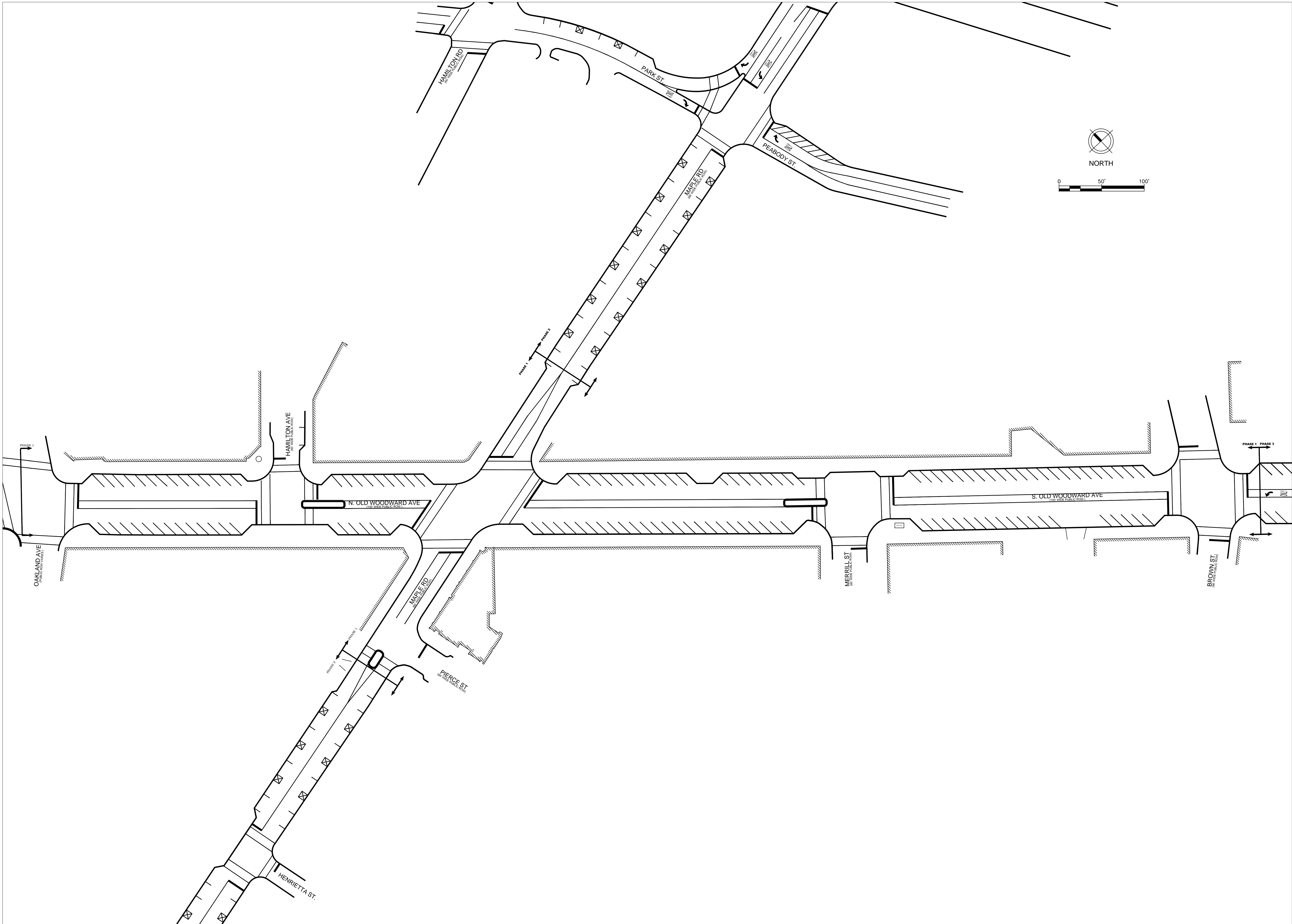
To endorse the Old Woodward Ave. and Maple Rd. street reconstruction plans (Phases I, II, and III), and to recommend that the City Commission approve the Old Woodward Ave. Phase I plan as meeting the goals of the Multi-Modal Transportation Master Plan.



PROPOSED OLD WOODWARD AVENUE TYPICAL SECTION



EXISTING OLD WOODWARD AVENUE TYPICAL SECTION



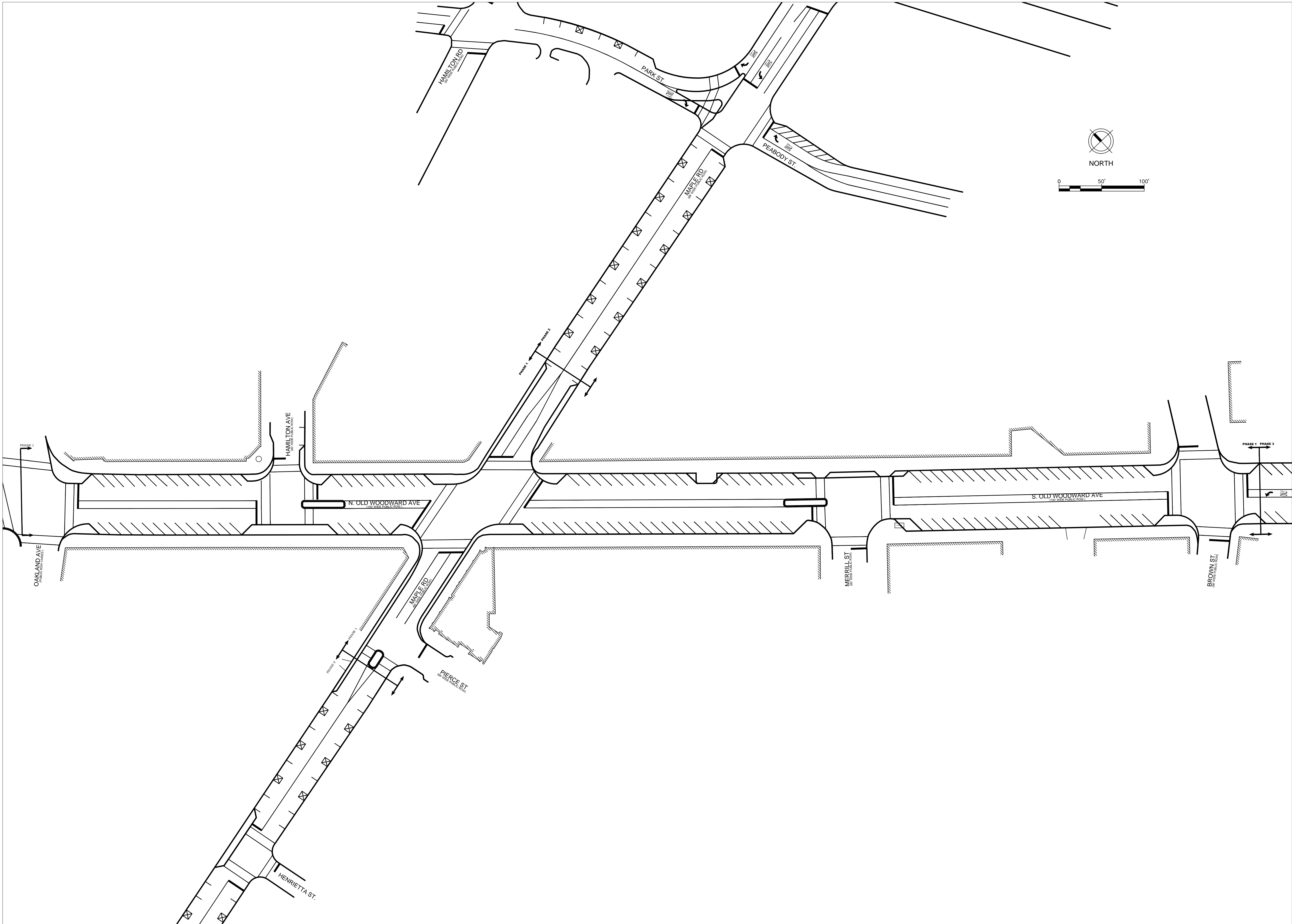
CITY OF BIRMINGHAM
BIRMINGHAM, MICHIGAN
OLD WOODWARD - WILLITS TO BROWN
CONCEPT PLAN

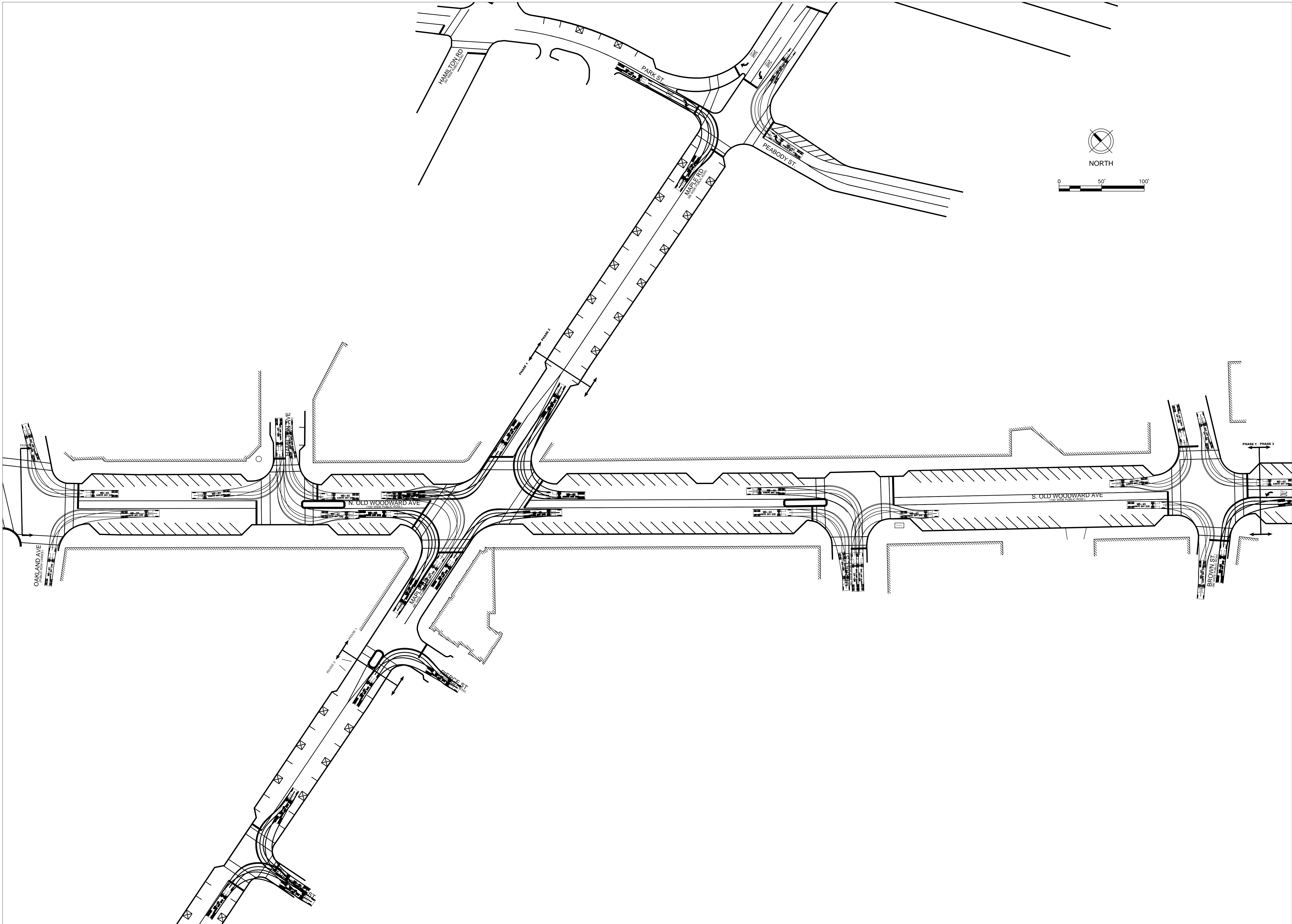
REVISION:

DESIGN TEAM:
SUR
CHECK BY:
JMK JUL 2016
DRAWING INFORMATION:
Old Woodward_Maple - Concept Plan
072516 stovetr

NOT FOR
CONSTRUCTION

JULY, 2016
F&V PROJECT NO.





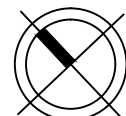
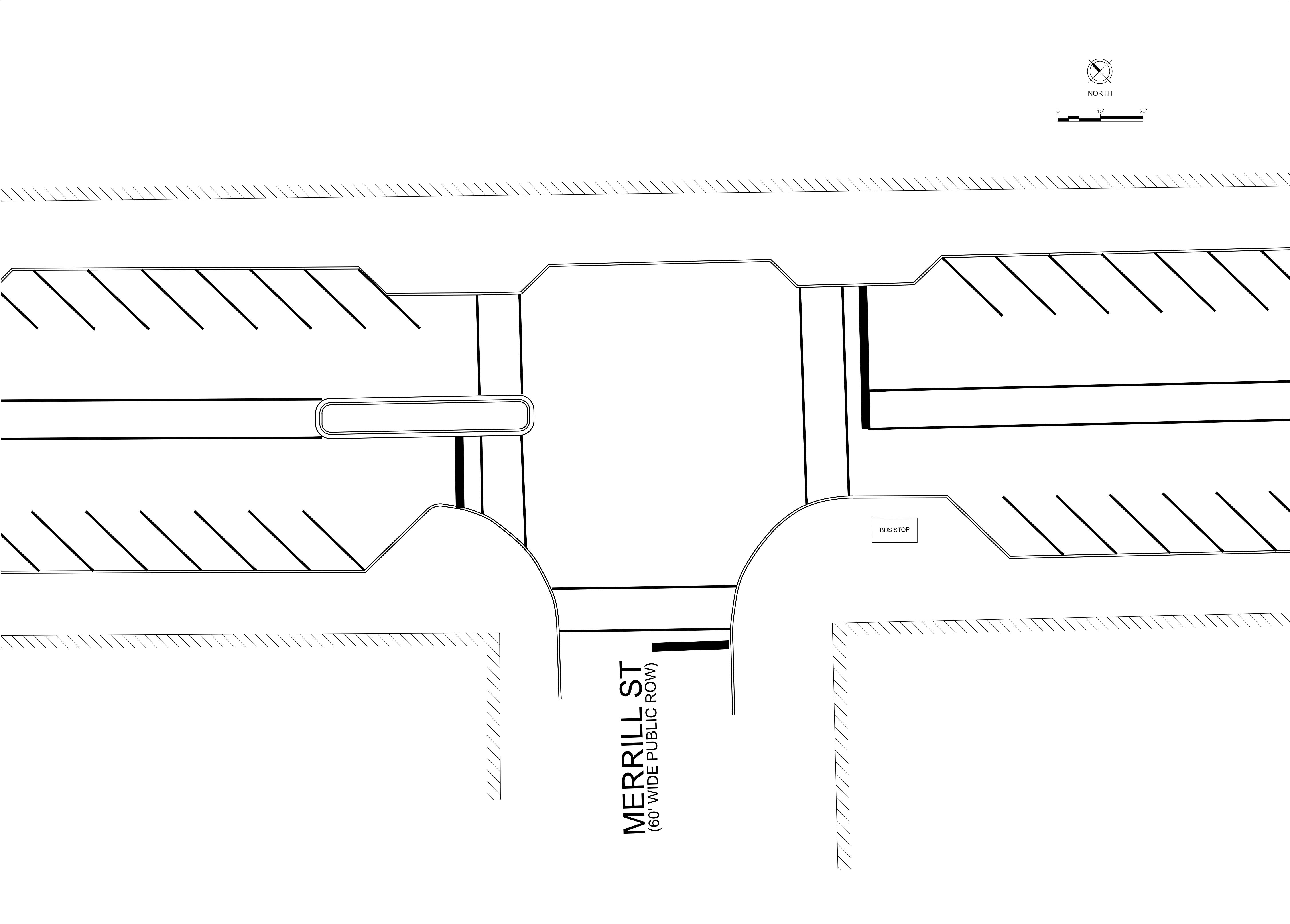
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BIRMINGHAM, MICHIGAN
OLD WOODWARD - WILLITS TO BROWN
TURNING TEMPLATES

REVISION:

DESIGN TEAM:
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NORTH

0 10' 20'

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CITY OF BIRMINGHAM
BIRMINGHAM, MICHIGAN
OLD WOODWARD - WILLITS TO BROWN
BIRMINGHAM 8 THEATER VALET

DESIGN TEAM:

SR

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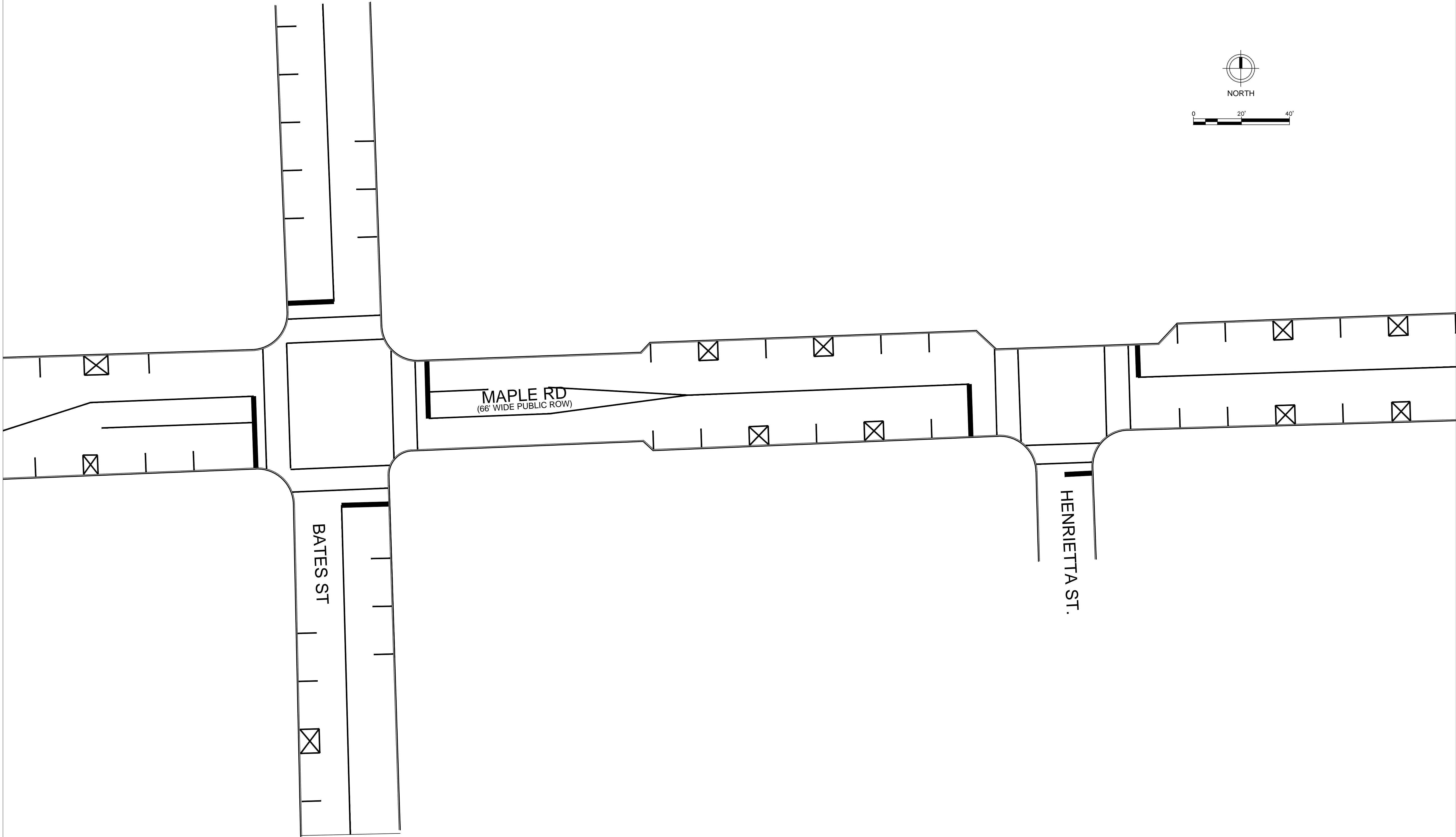
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BIRMINGHAM, MICHIGAN
MAPLE ROAD CONCEPT PLAN
BATES TO HENRIETTA PROPOSED

DESIGN TEAM:

SJR

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JMK JUL 2016

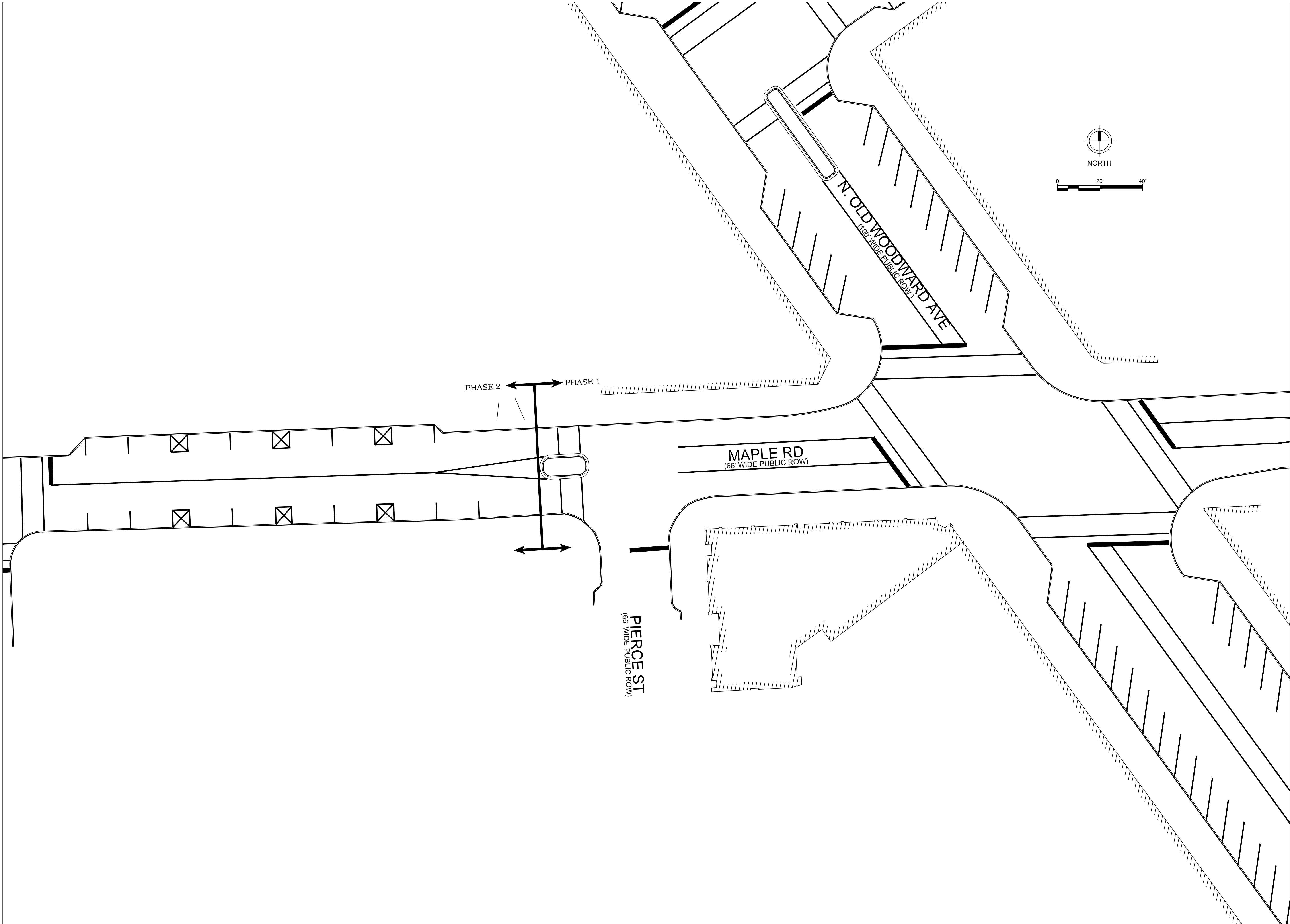
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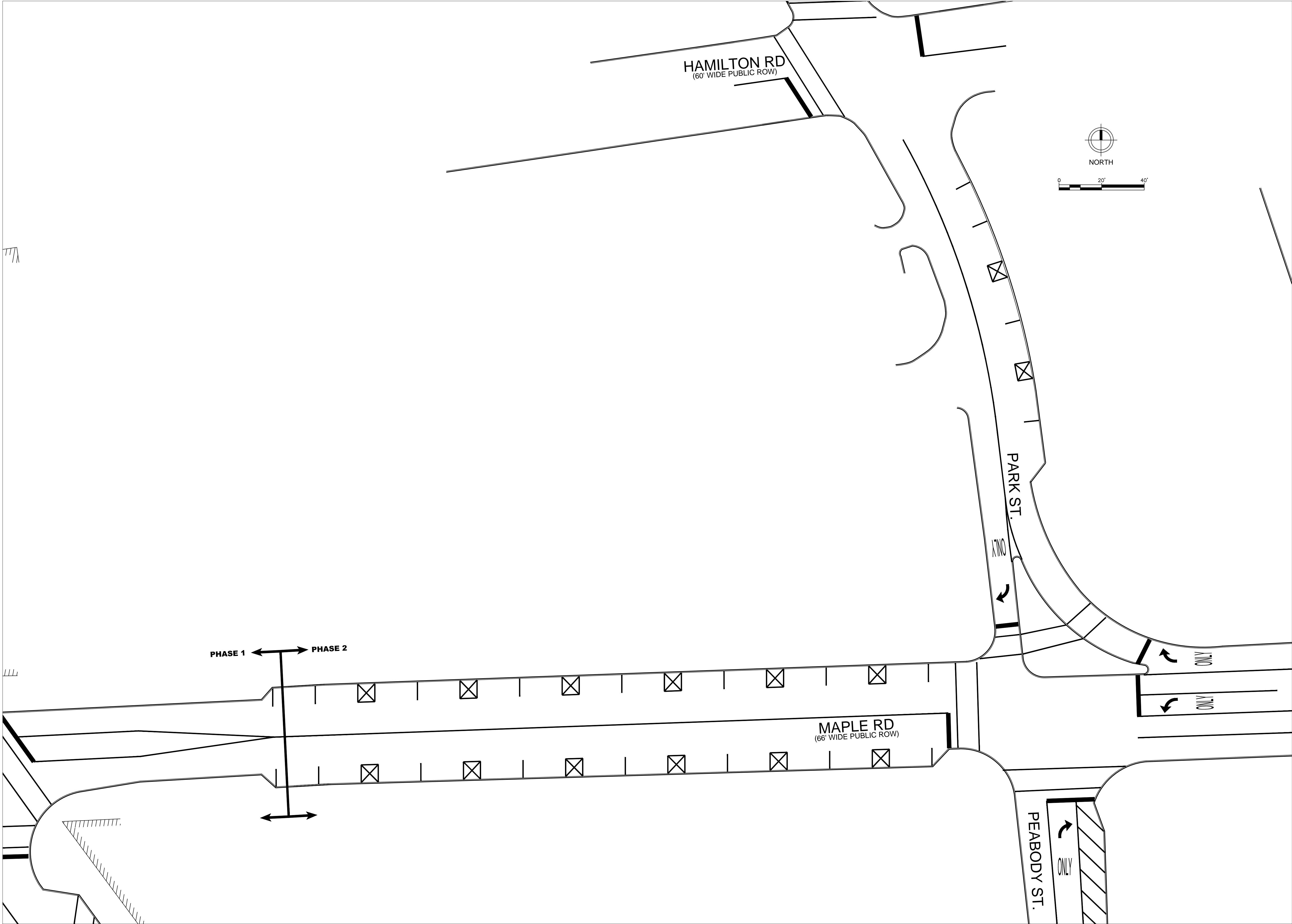
Maple Road - Concept Plan
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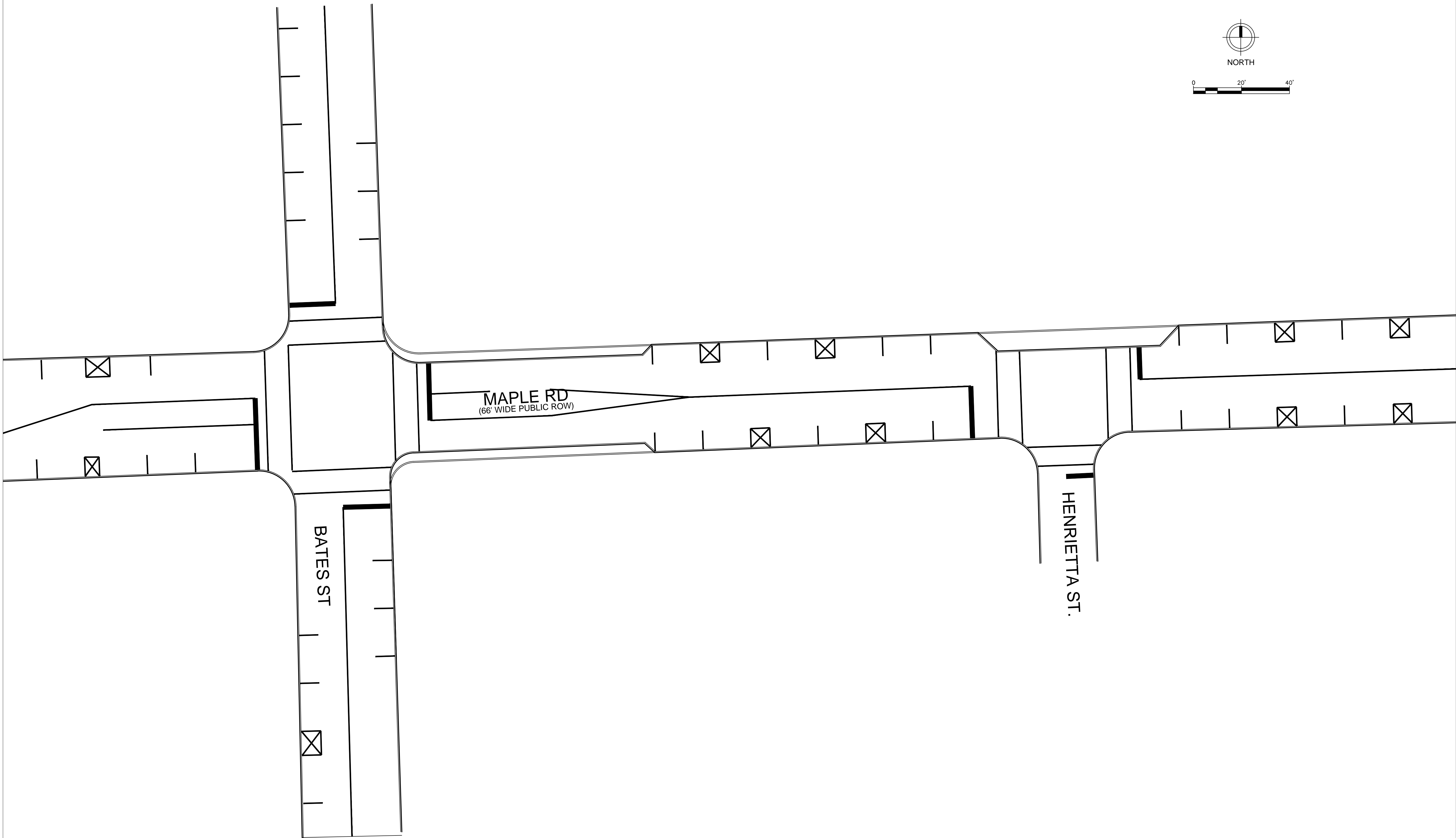
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JULY, 2016

F&V PROJECT NO.







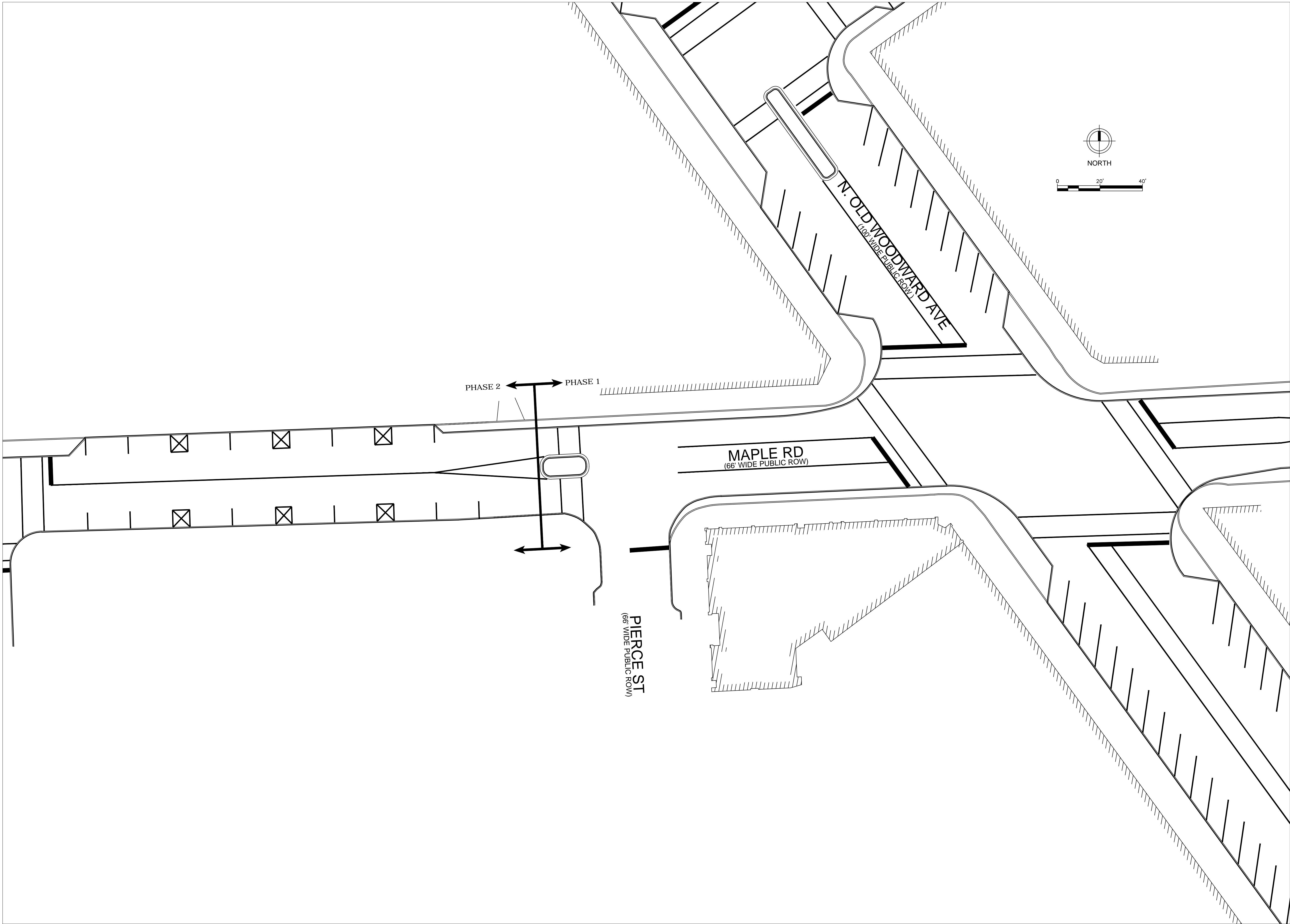
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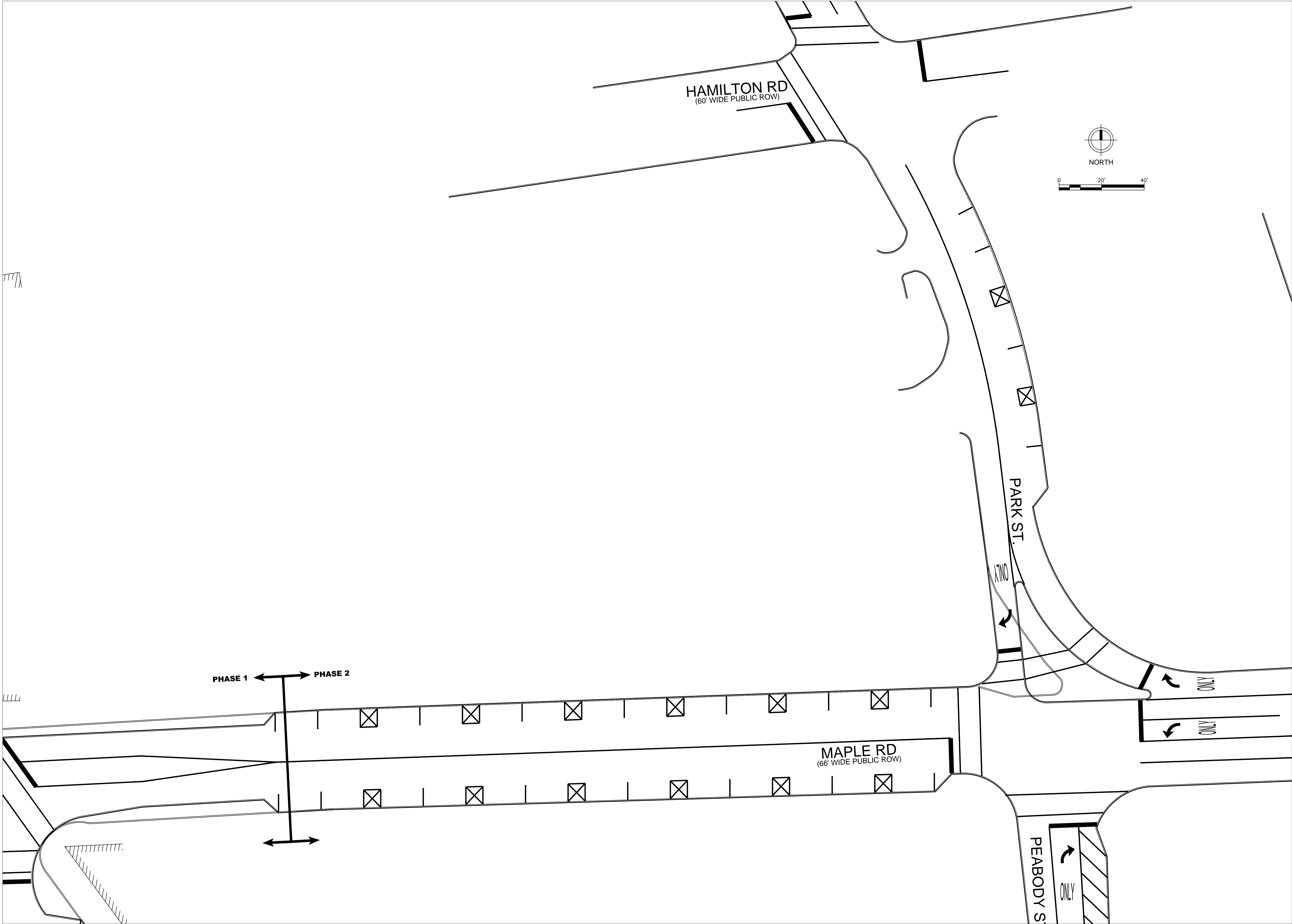
CITY OF BIRMINGHAM
BIRMINGHAM, MICHIGAN
MAPLE ROAD CONCEPT PLAN
BATES TO HENRIETTA COMPARISON

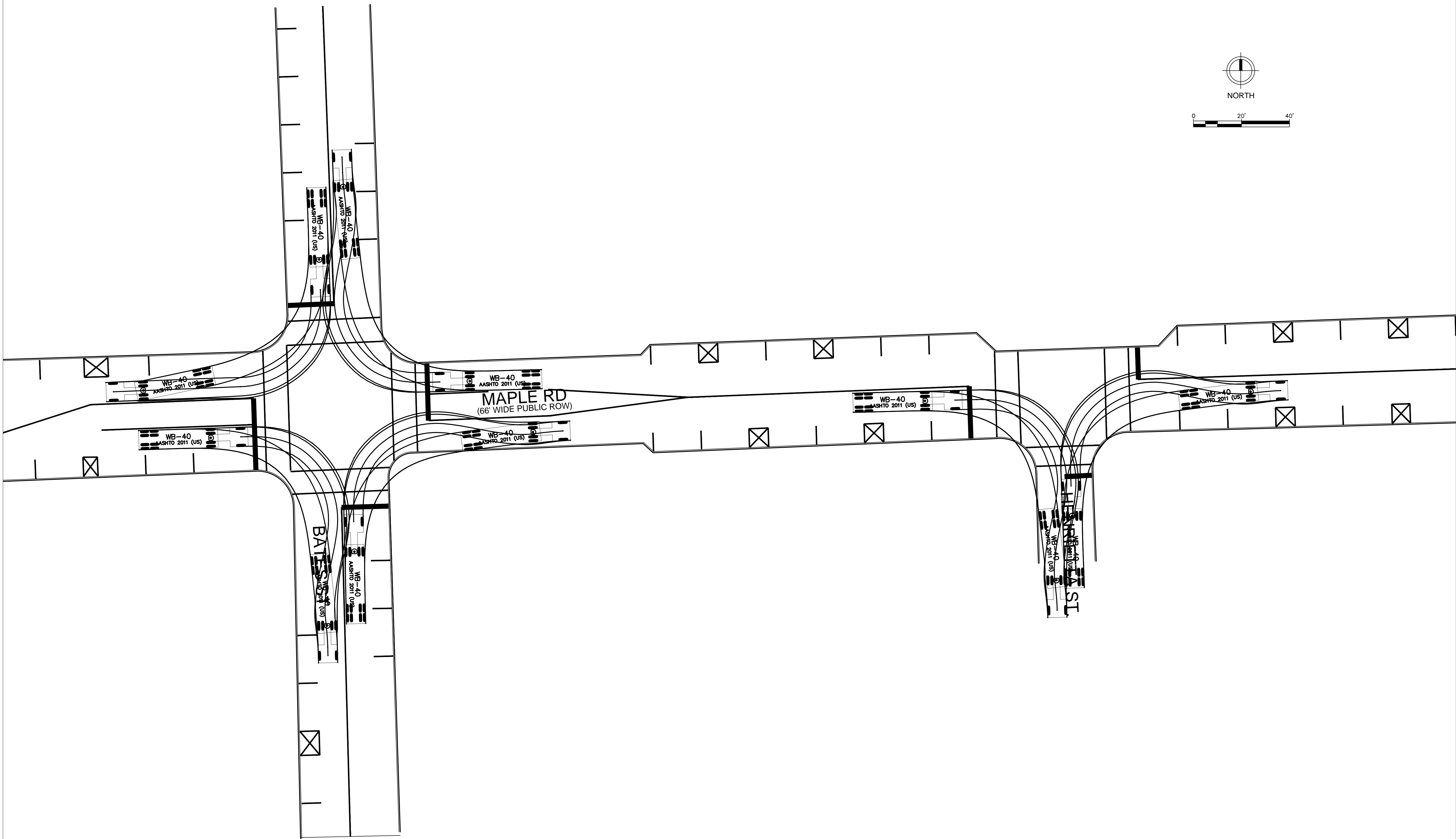
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JMK JUL 2016
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CONSTRUCTION

JULY, 2016
F&V PROJECT NO.







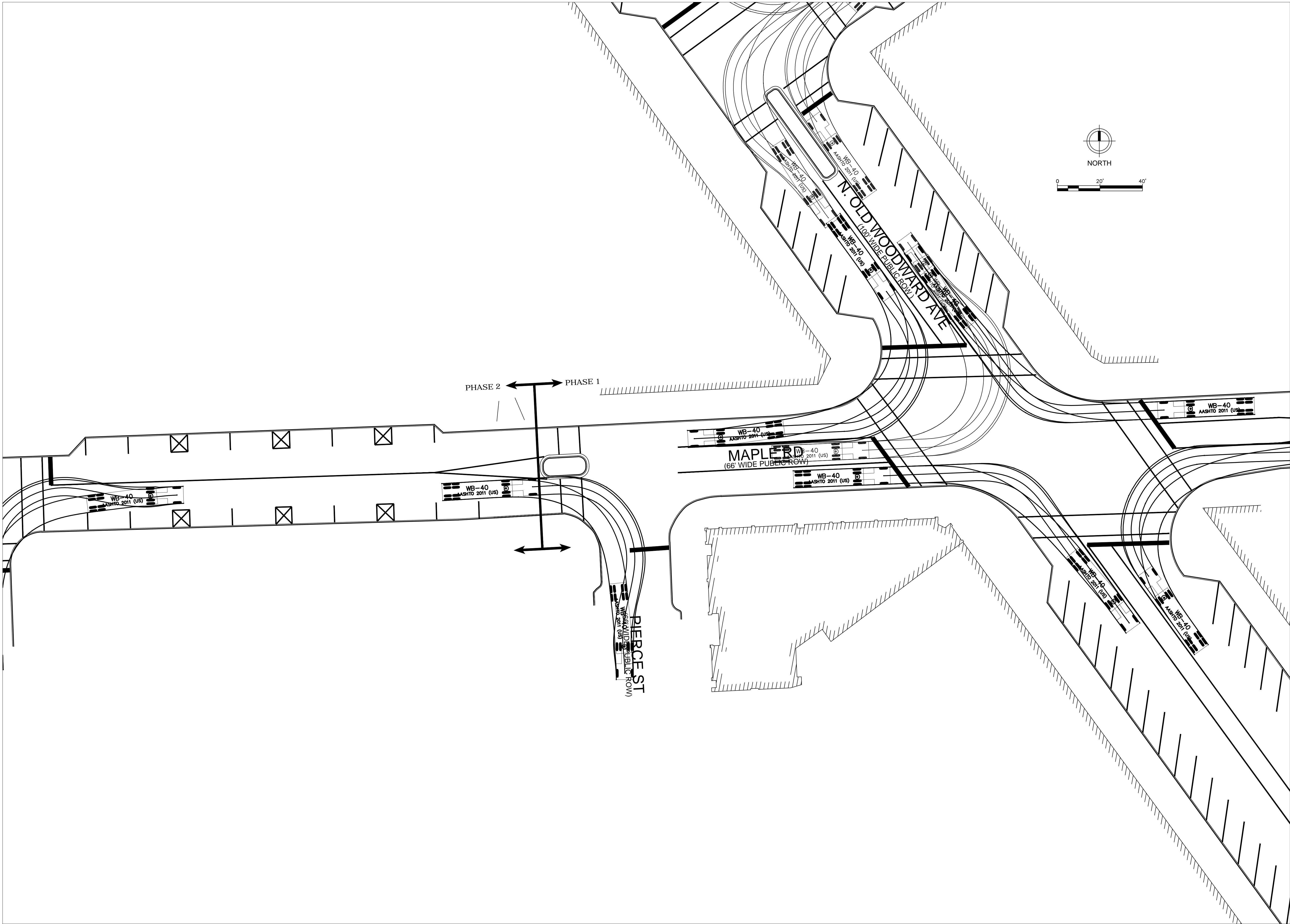
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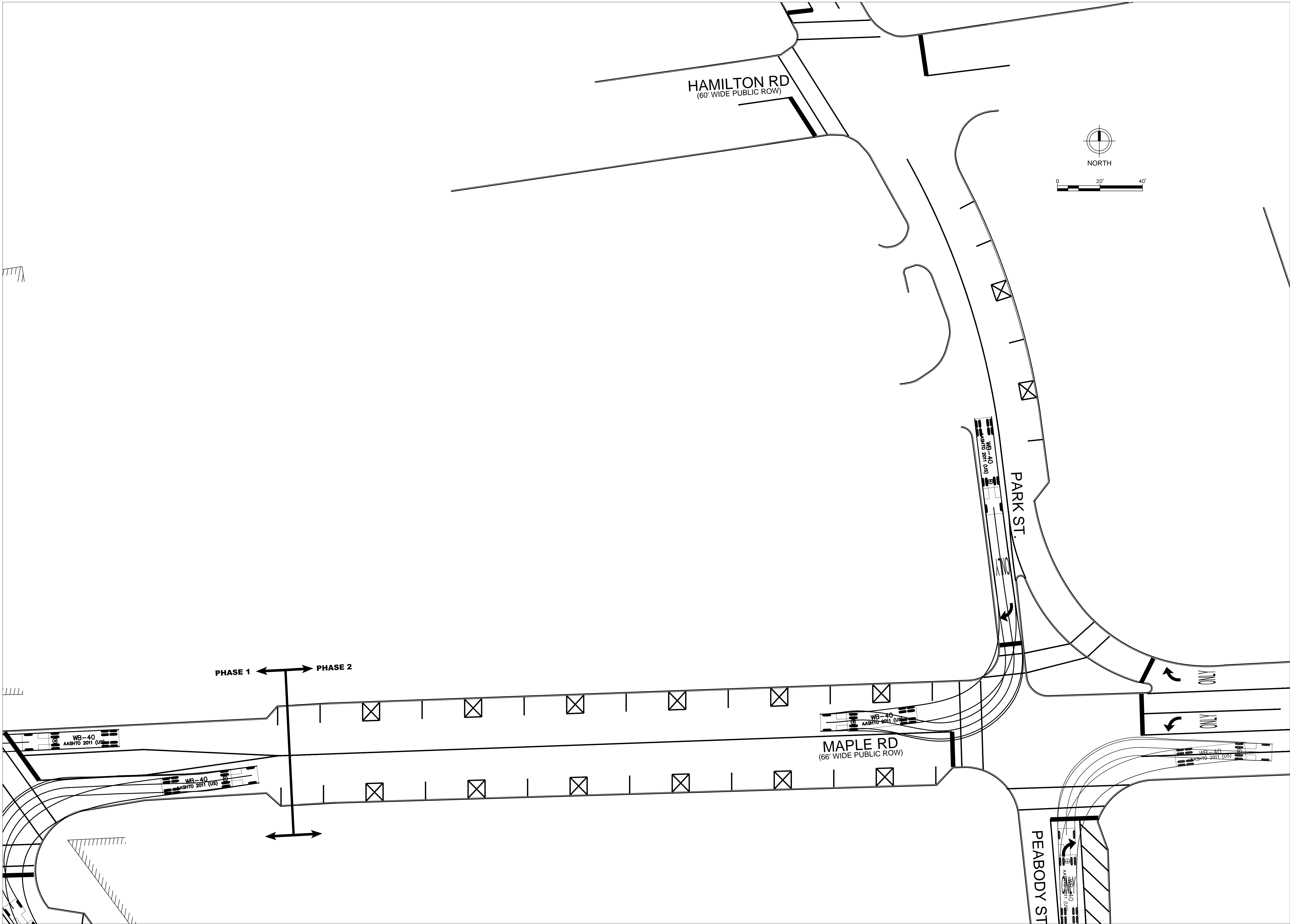
CITY OF BIRMINGHAM
BIRMINGHAM, MICHIGAN
MAPLE ROAD CONCEPT PLAN
BATES TO HENRIETTA TURNING TEMPLATES

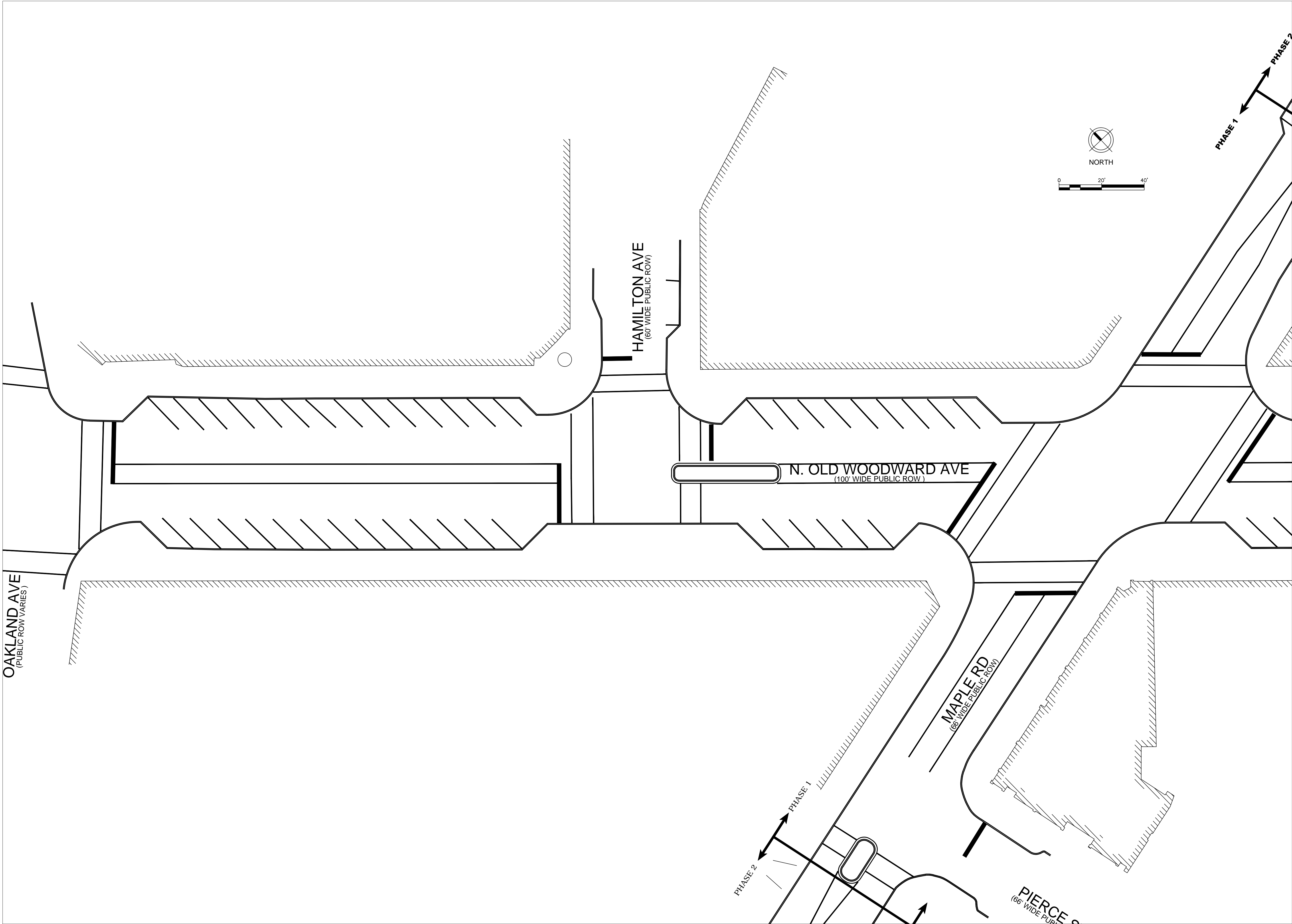
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Maple Road - Concept Plan
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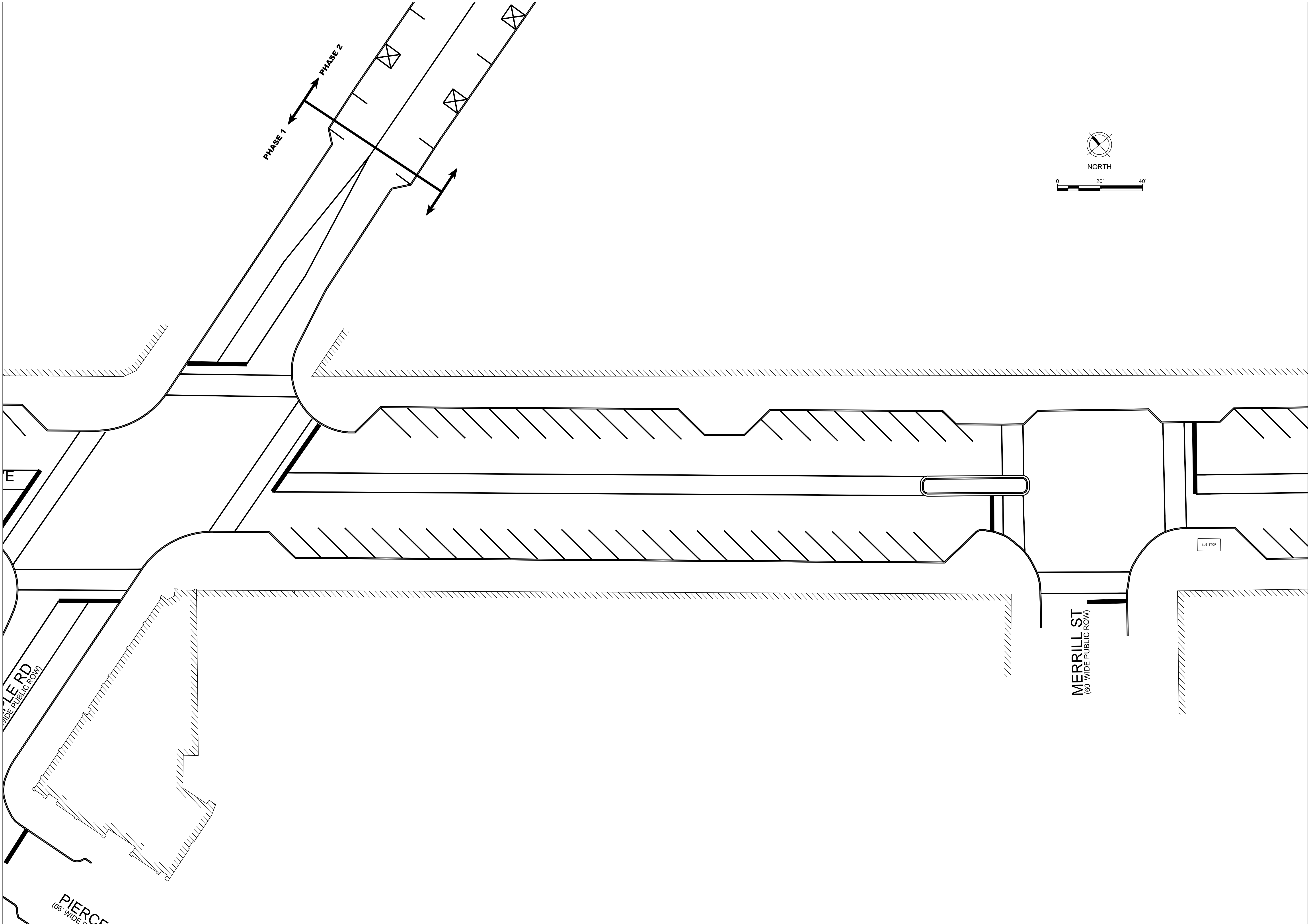
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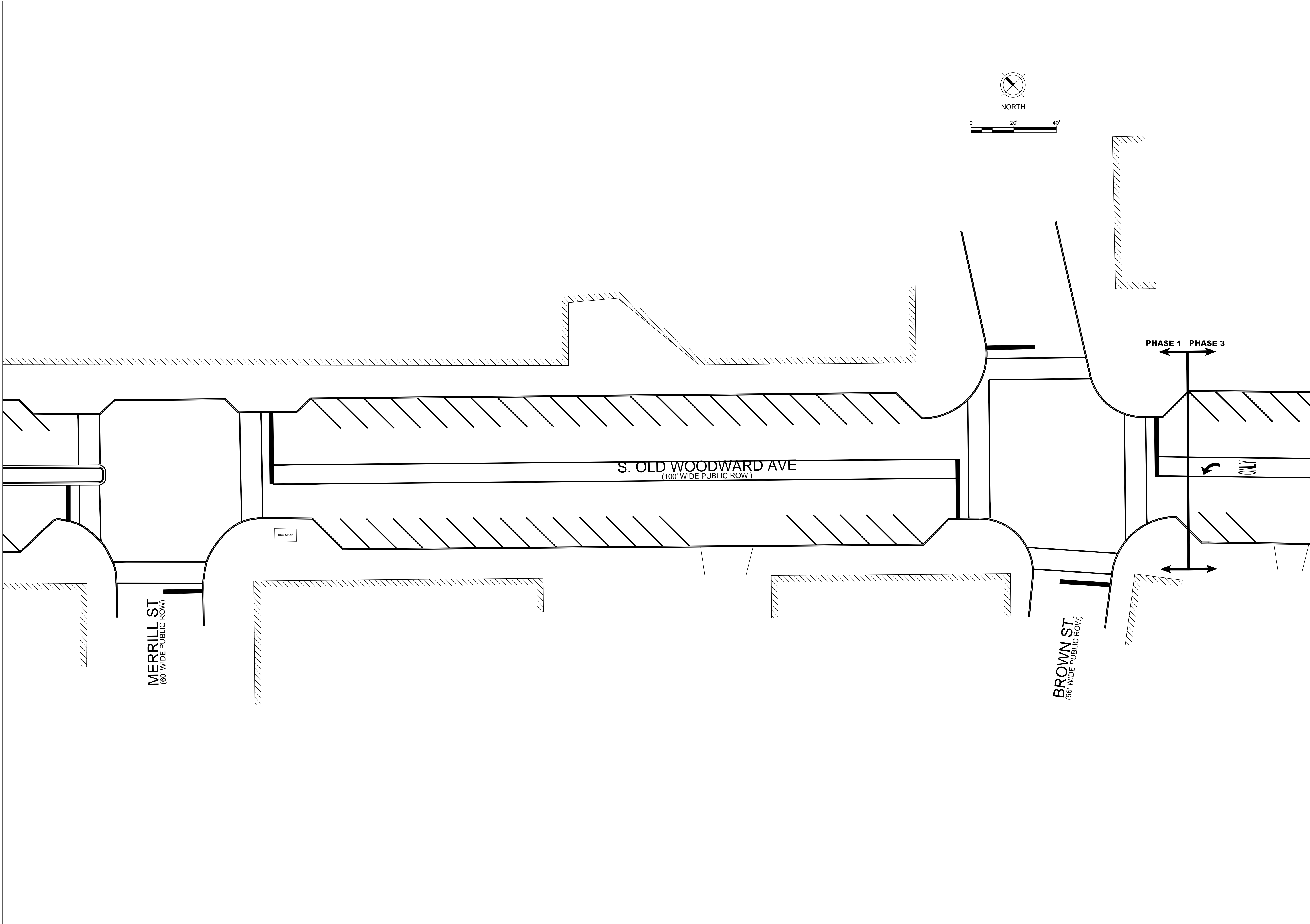
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F&V PROJECT NO.

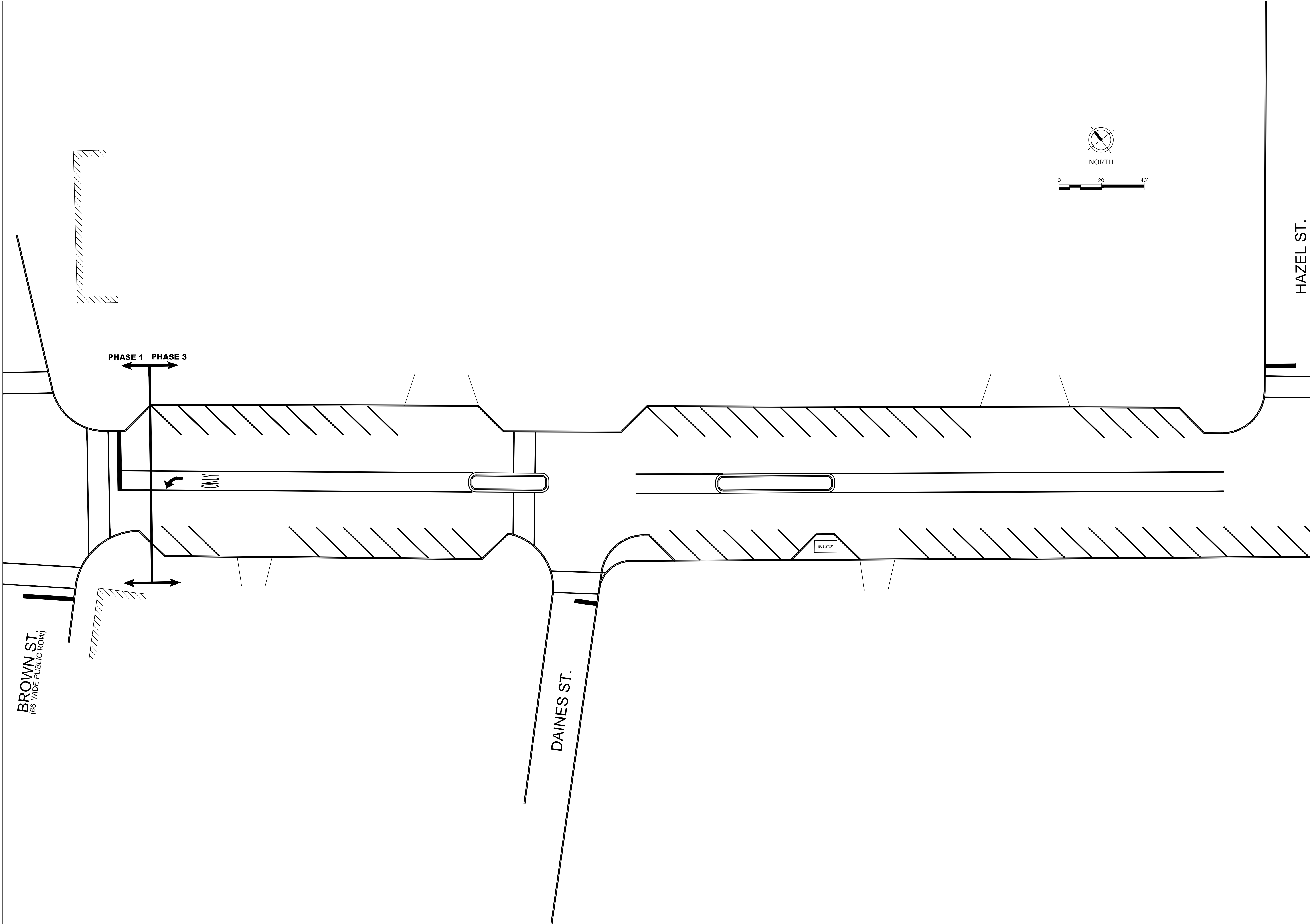


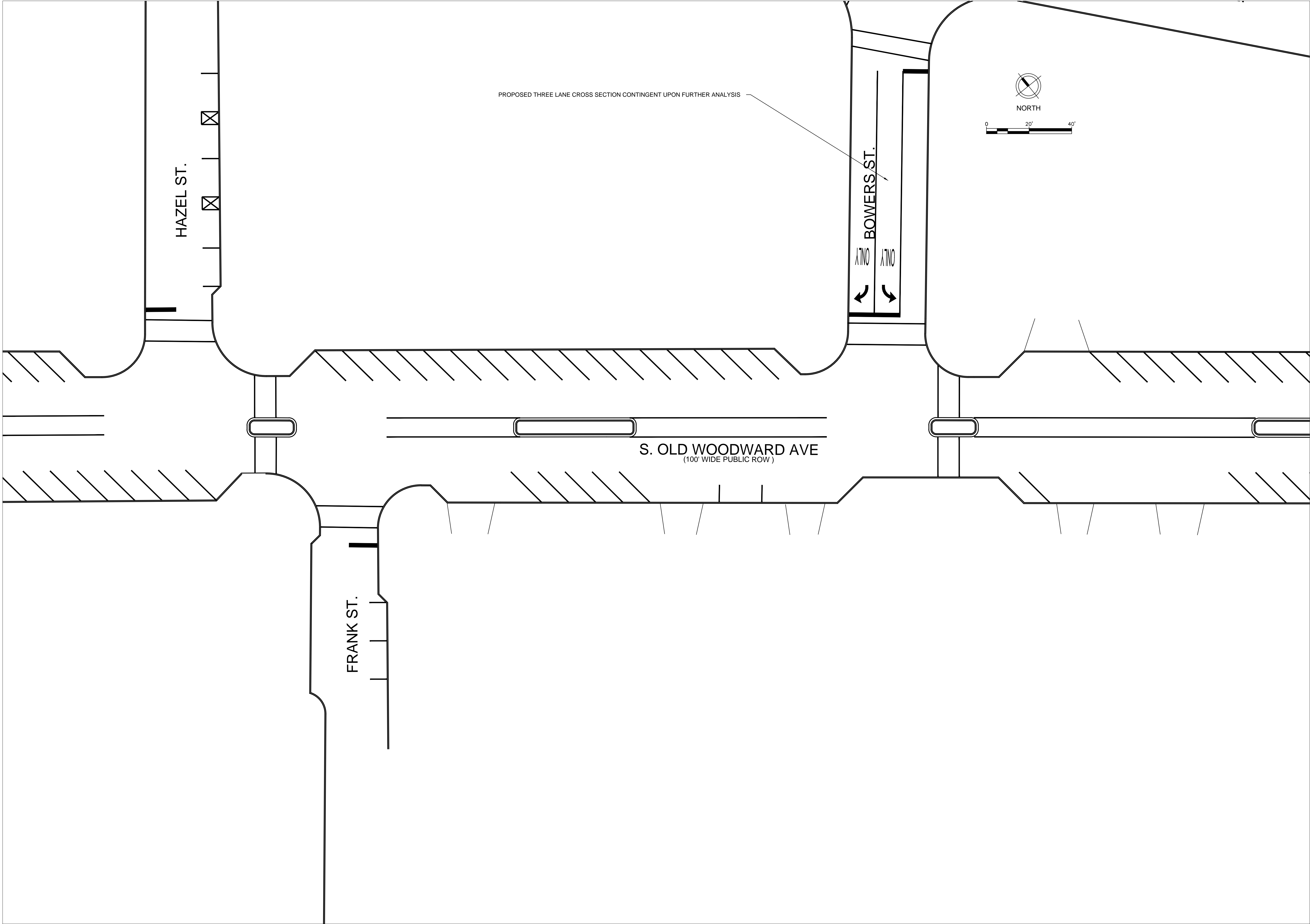












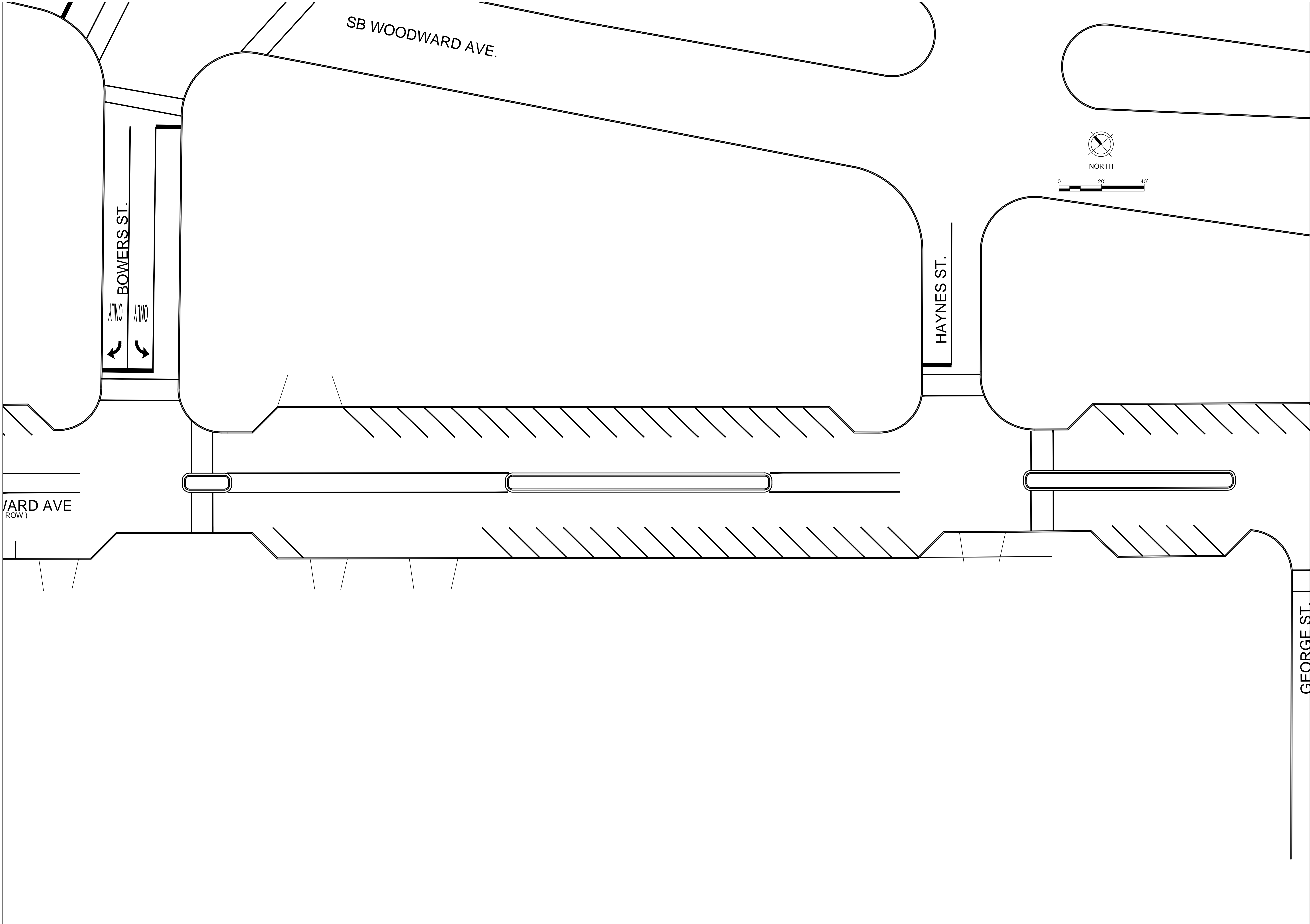
REVISION:

CITY OF BIRMINGHAM
BIRMINGHAM, MICHIGAN
OLD WOODWARD CONCEPT PLAN
HAZEL ST. TO BOWERS ST. PROPOSED

DESIGN TEAM:
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DRAWING INFORMATION:
Old Woodward_Maple - Concept Plan
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CITY OF BIRMINGHAM
BIRMINGHAM, MICHIGAN
OLD WOODWARD CONCEPT PLAN
BOWERS ST. TO GEORGE ST. PROPOSED

DESIGN TEAM:

SJR

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JMK JUL 2016

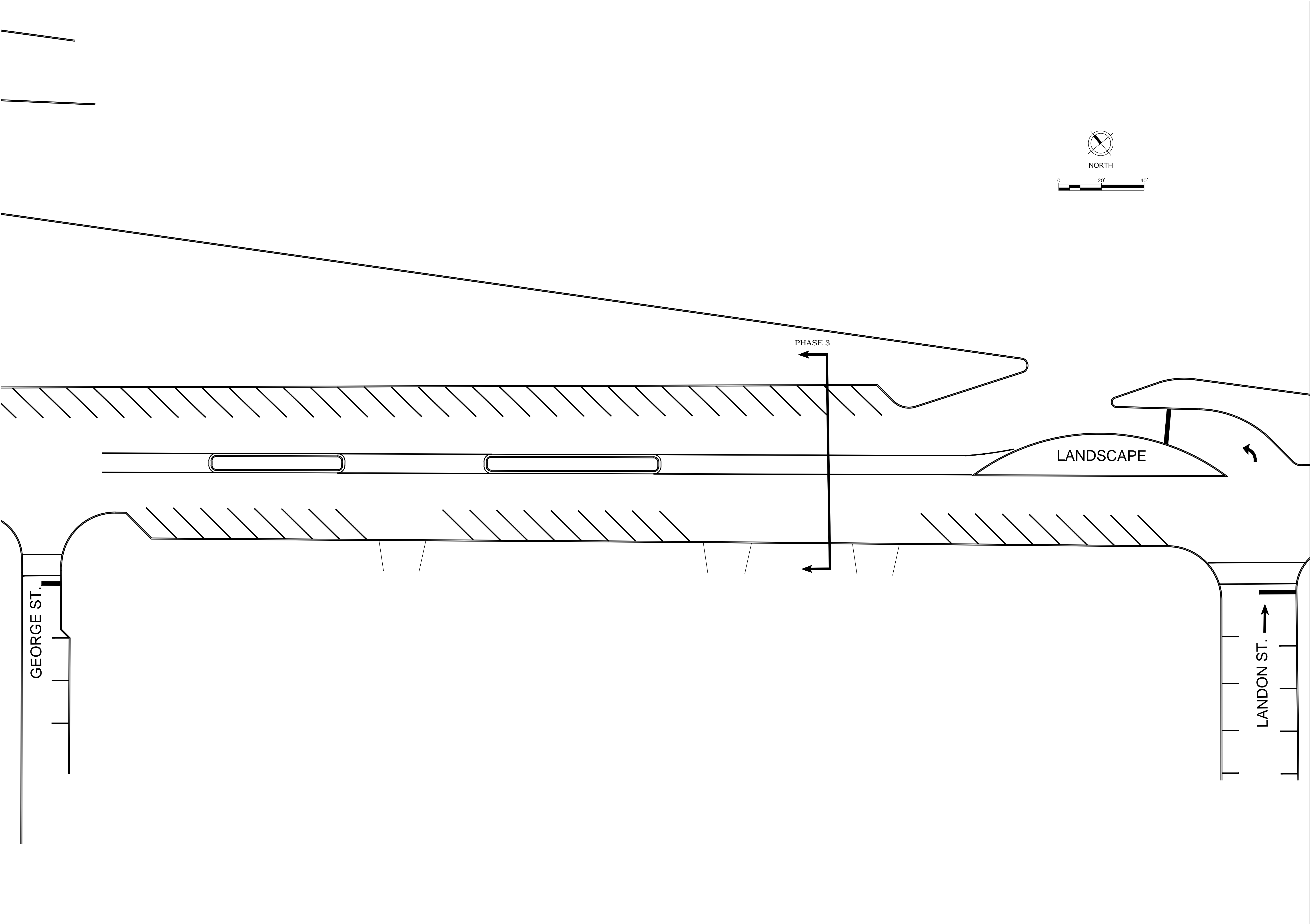
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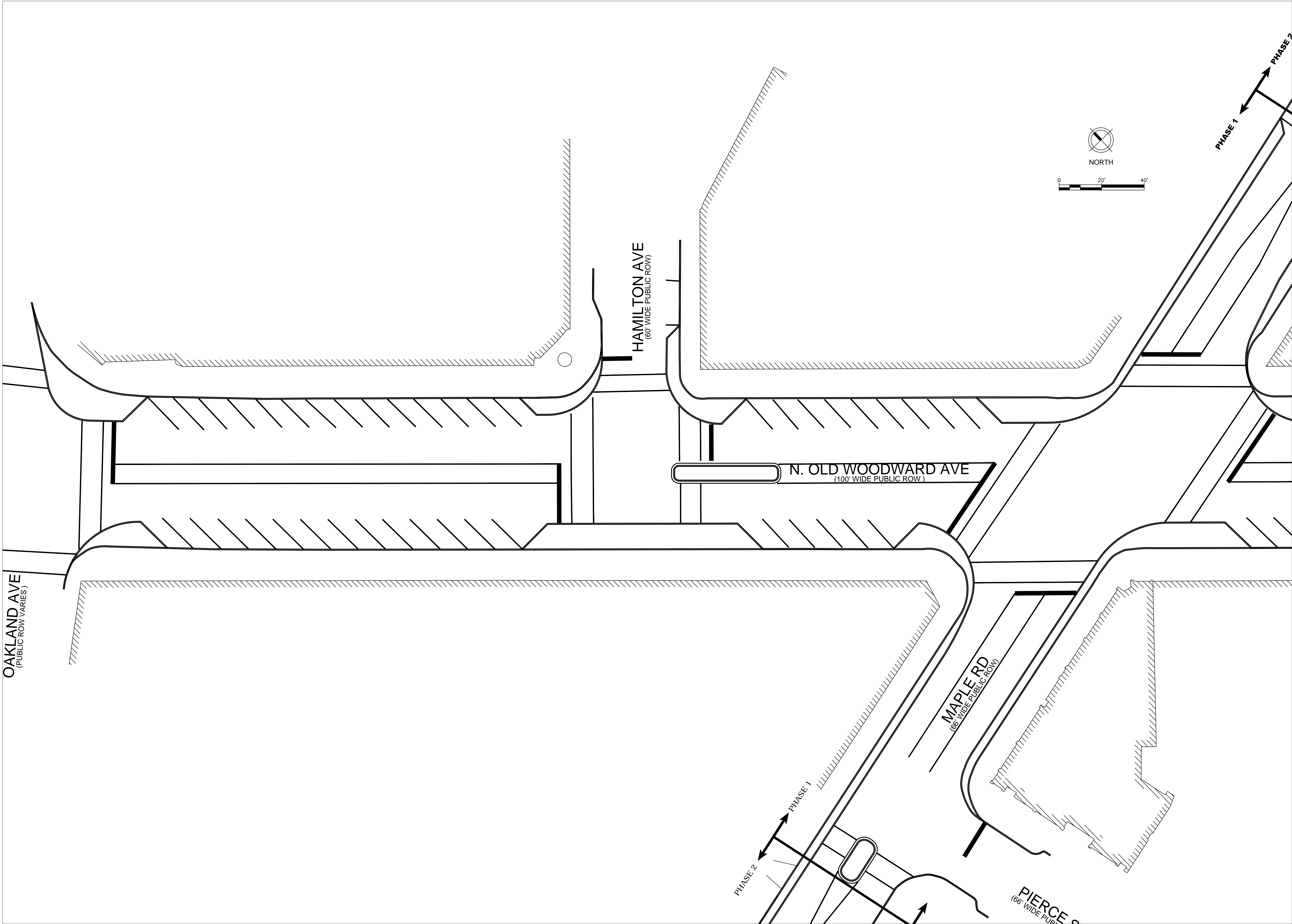
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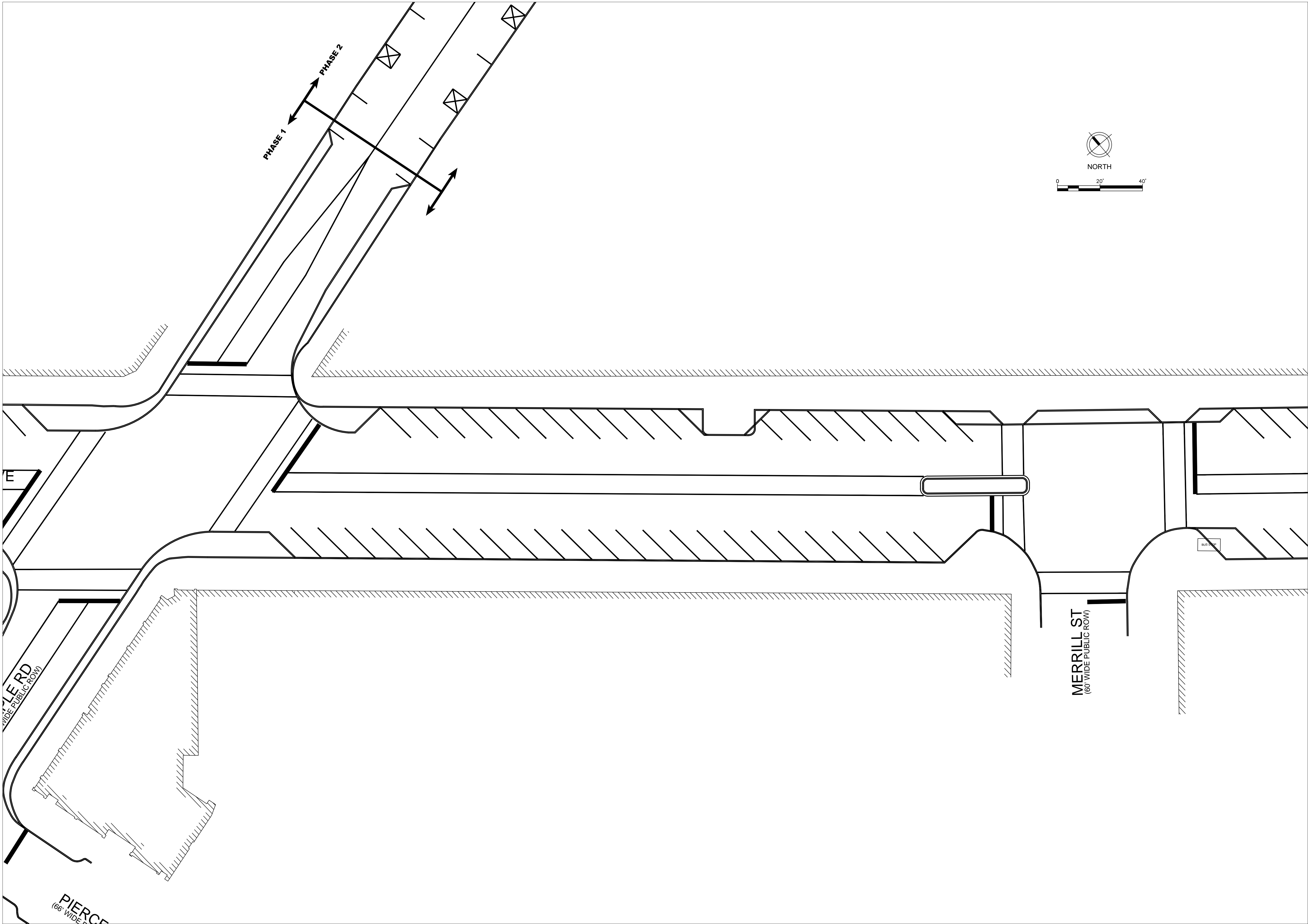
CITY OF BIRMINGHAM
BIRMINGHAM, MICHIGAN
OLD WOODWARD CONCEPT PLAN
GEORGE ST. TO LANDON ST. PROPOSED

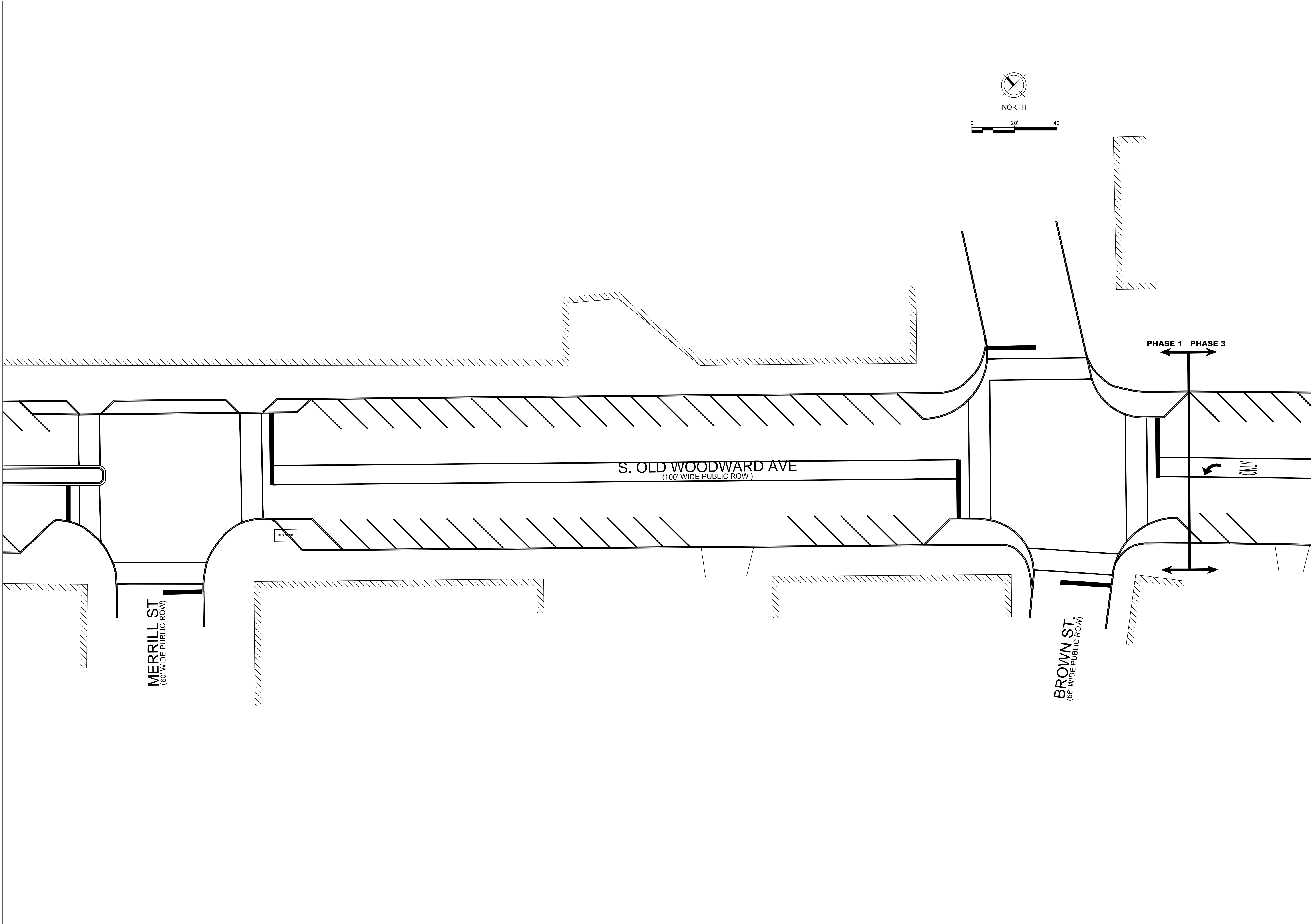
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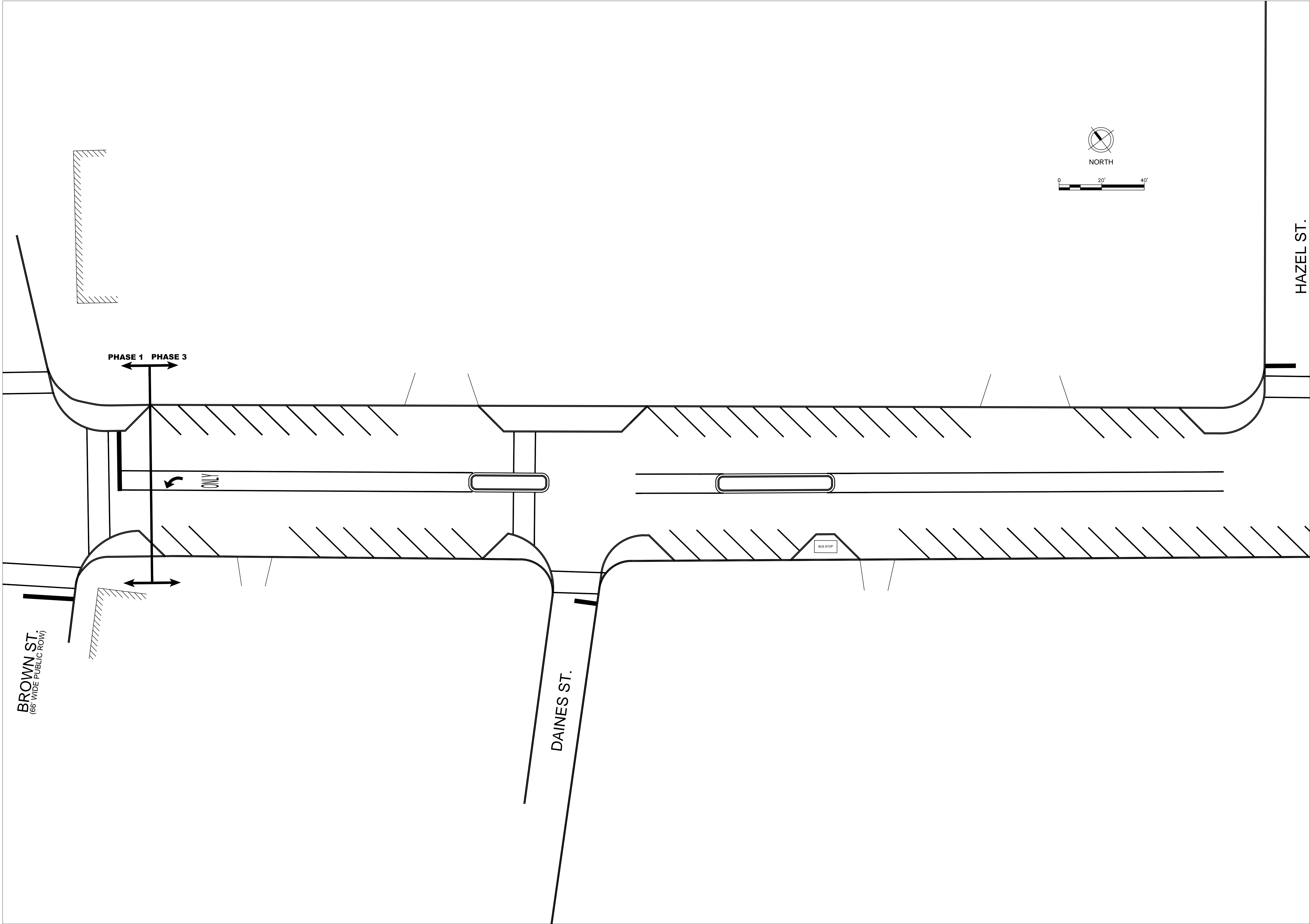
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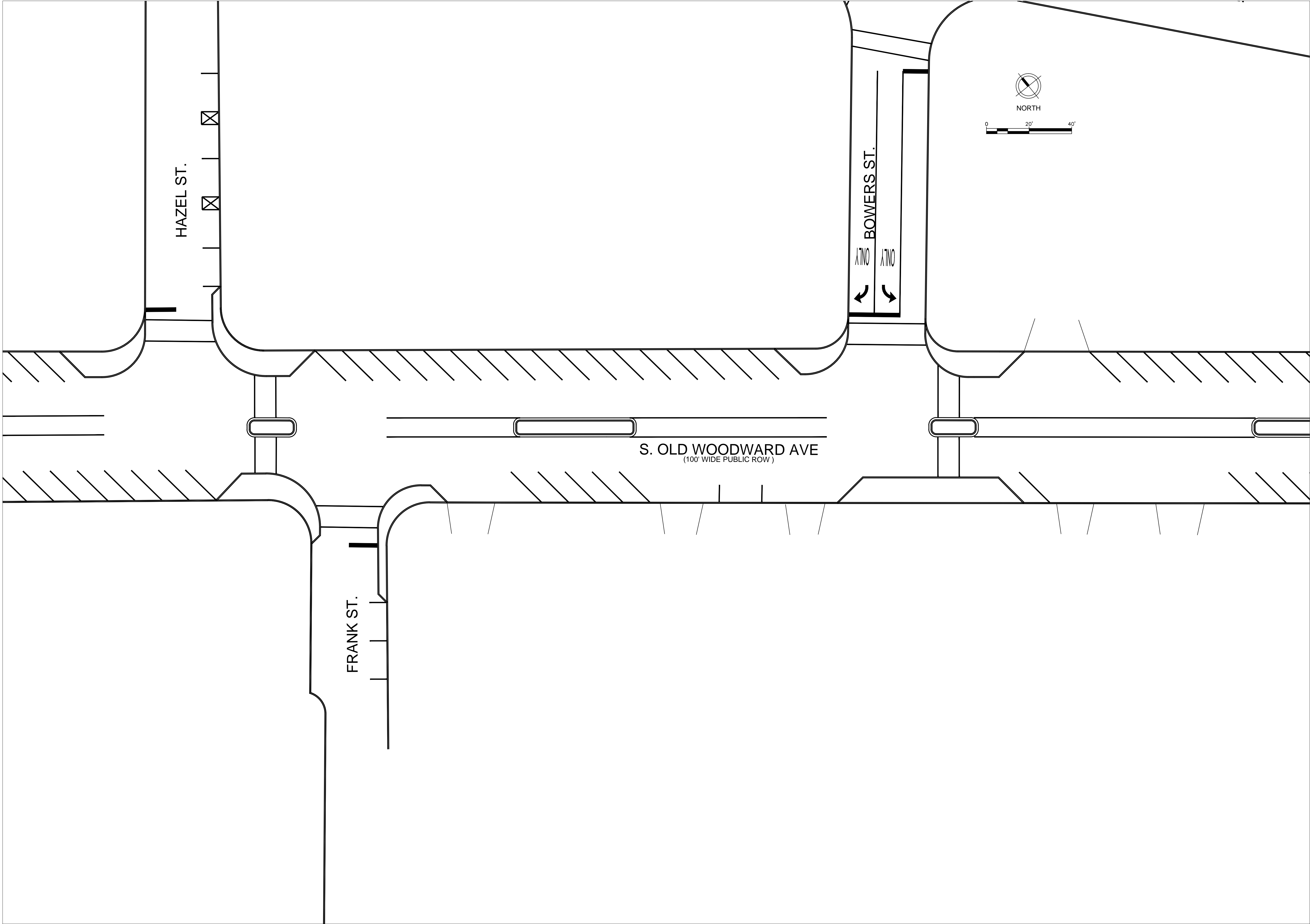
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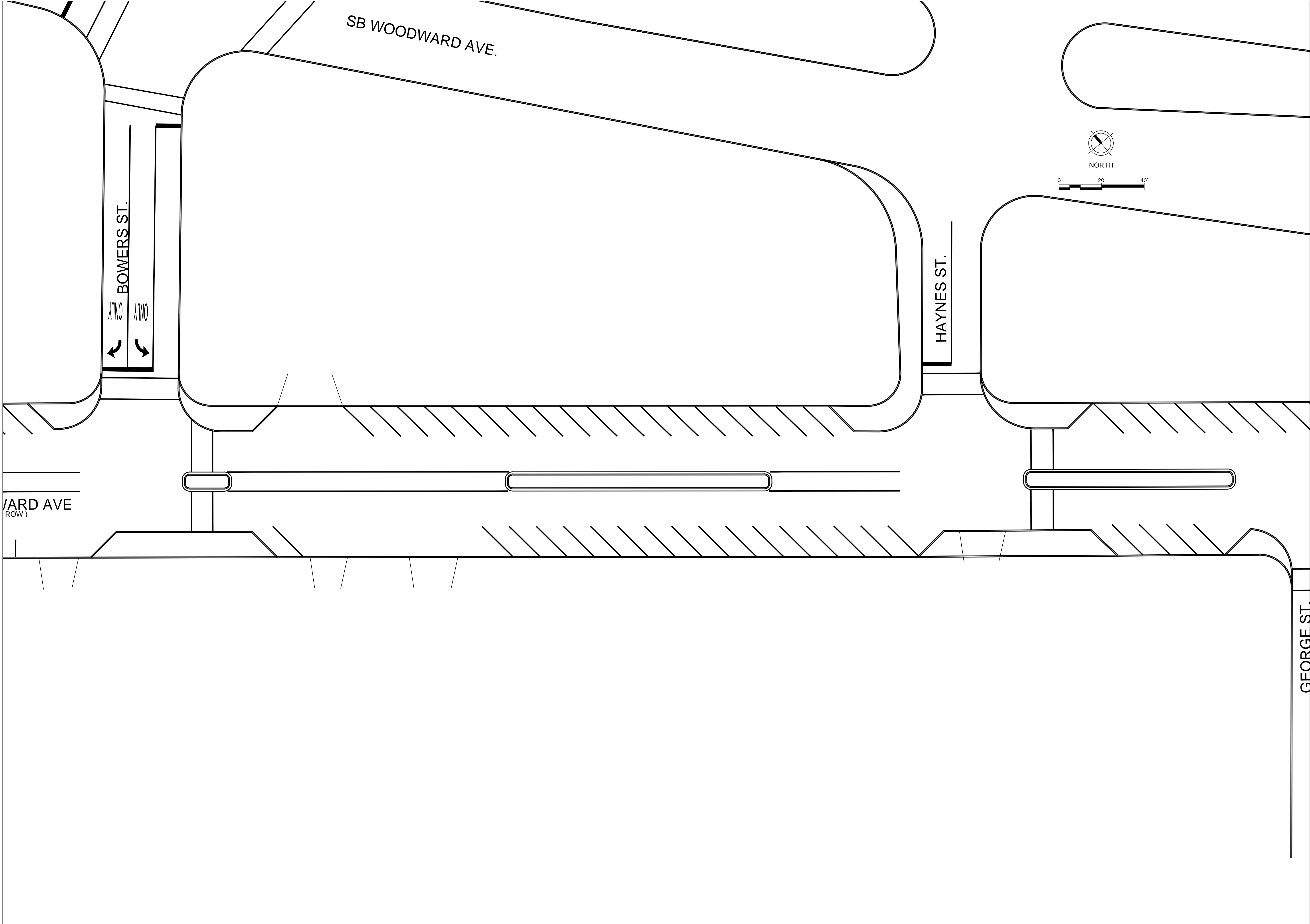
REVISION:

CITY OF BIRMINGHAM
BIRMINGHAM, MICHIGAN
OLD WOODWARD CONCEPT PLAN
HAZEL ST. TO BOWERS ST. COMPARISON

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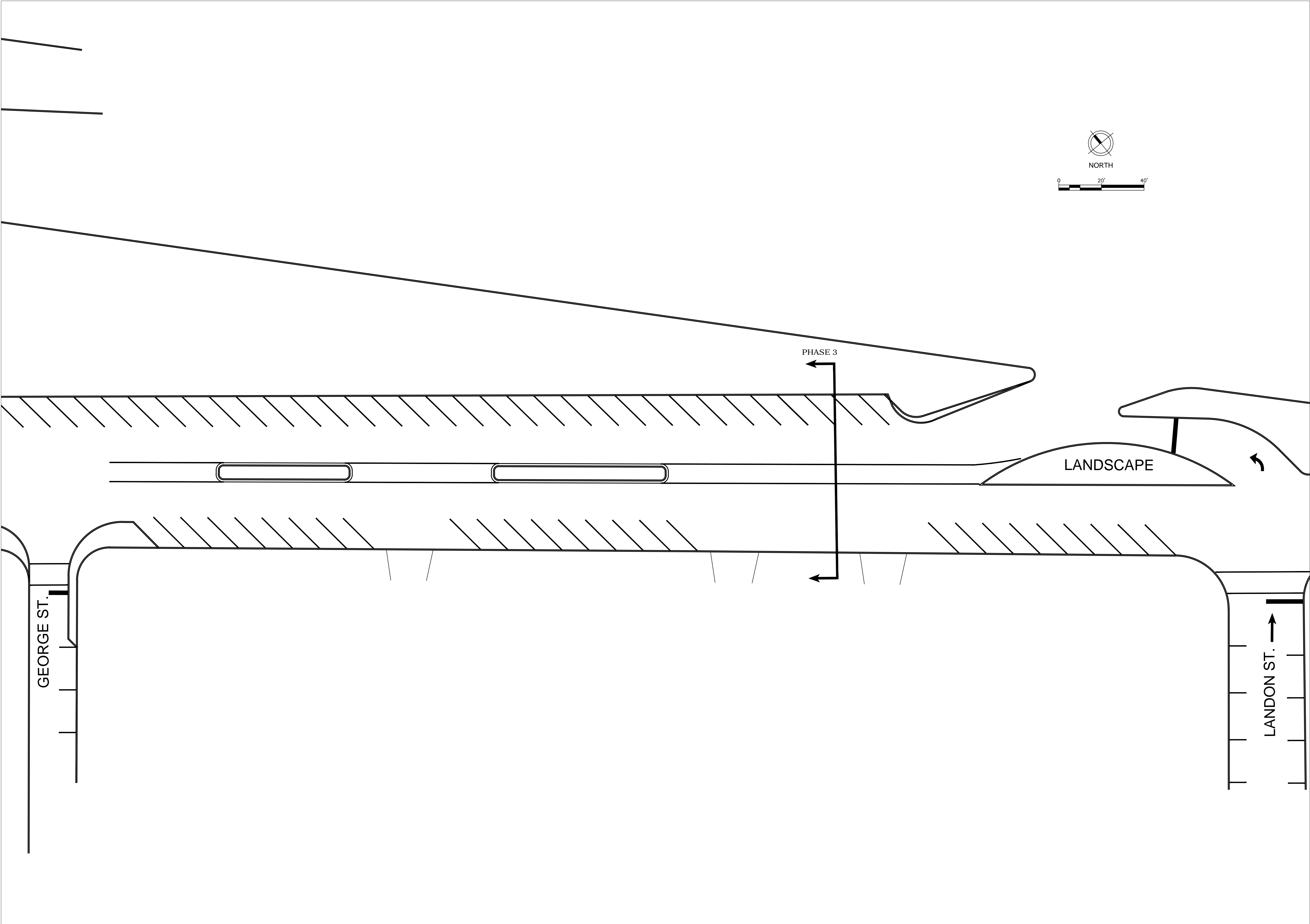
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CITY OF BIRMINGHAM
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OLD WOODWARD CONCEPT PLAN
BOWERS ST. TO GEORGE ST. COMPARISON

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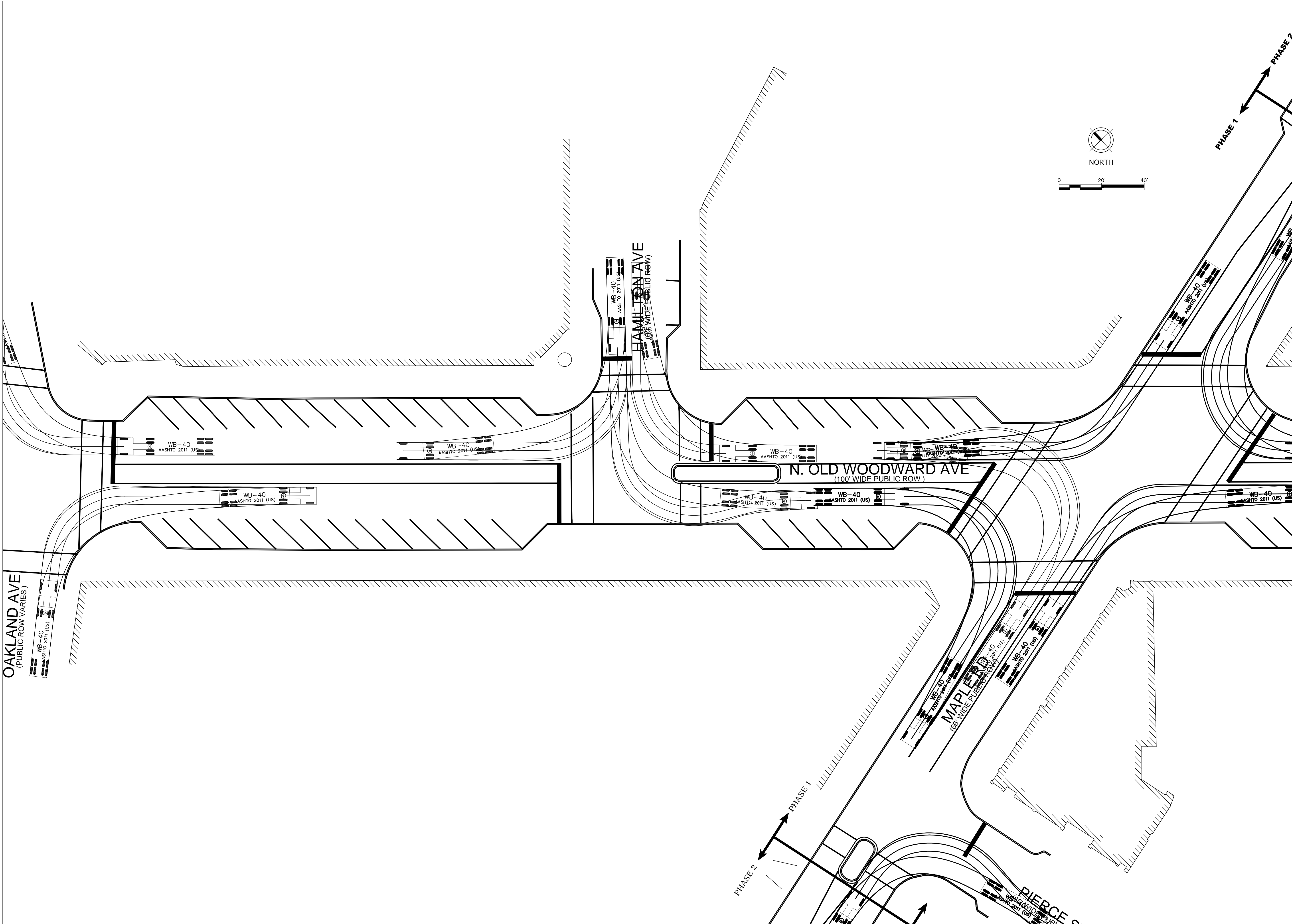
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CITY OF BIRMINGHAM
BIRMINGHAM, MICHIGAN
OLD WOODWARD CONCEPT PLAN
GEORGE ST. TO LANDON ST. COMPARISON

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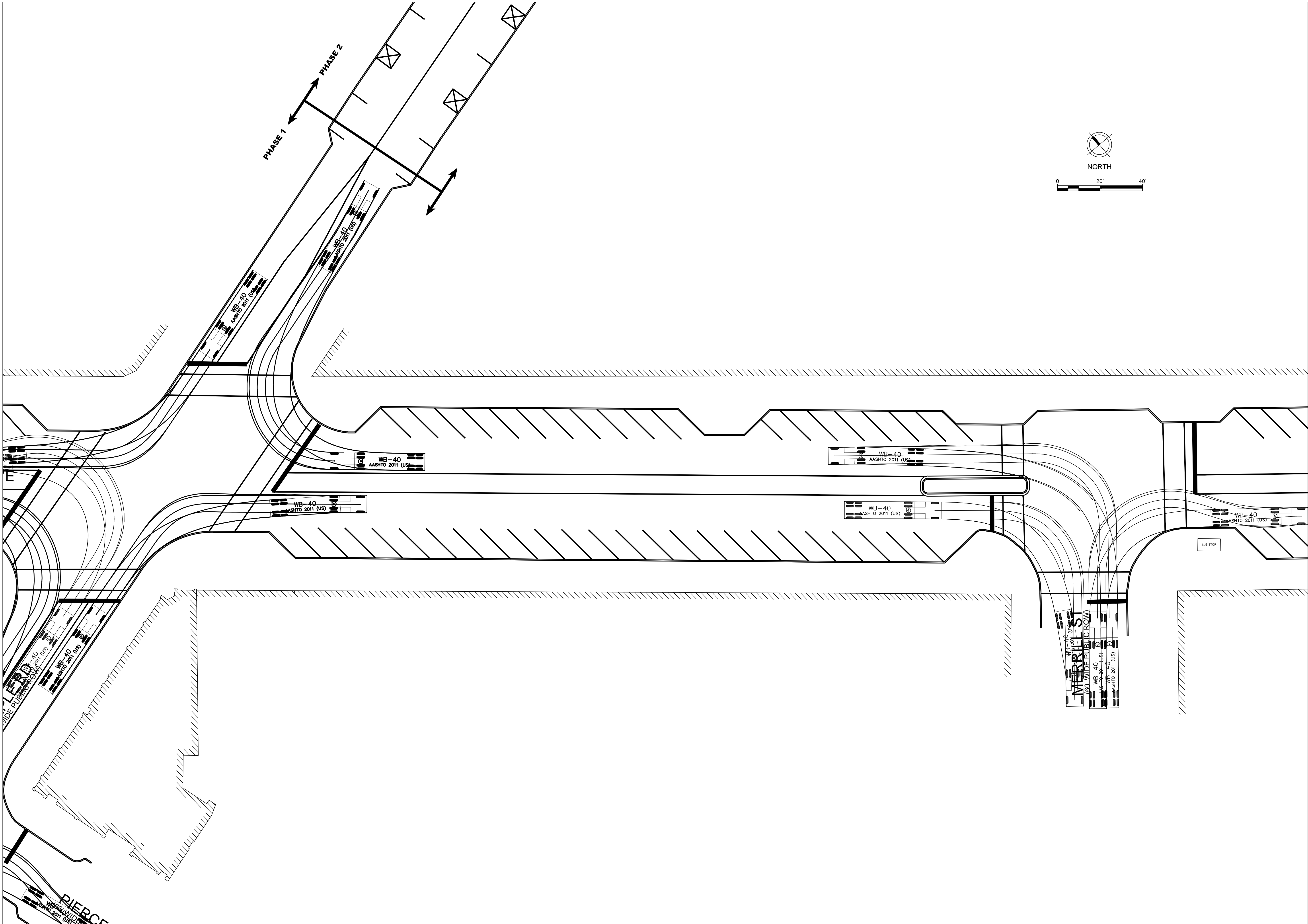
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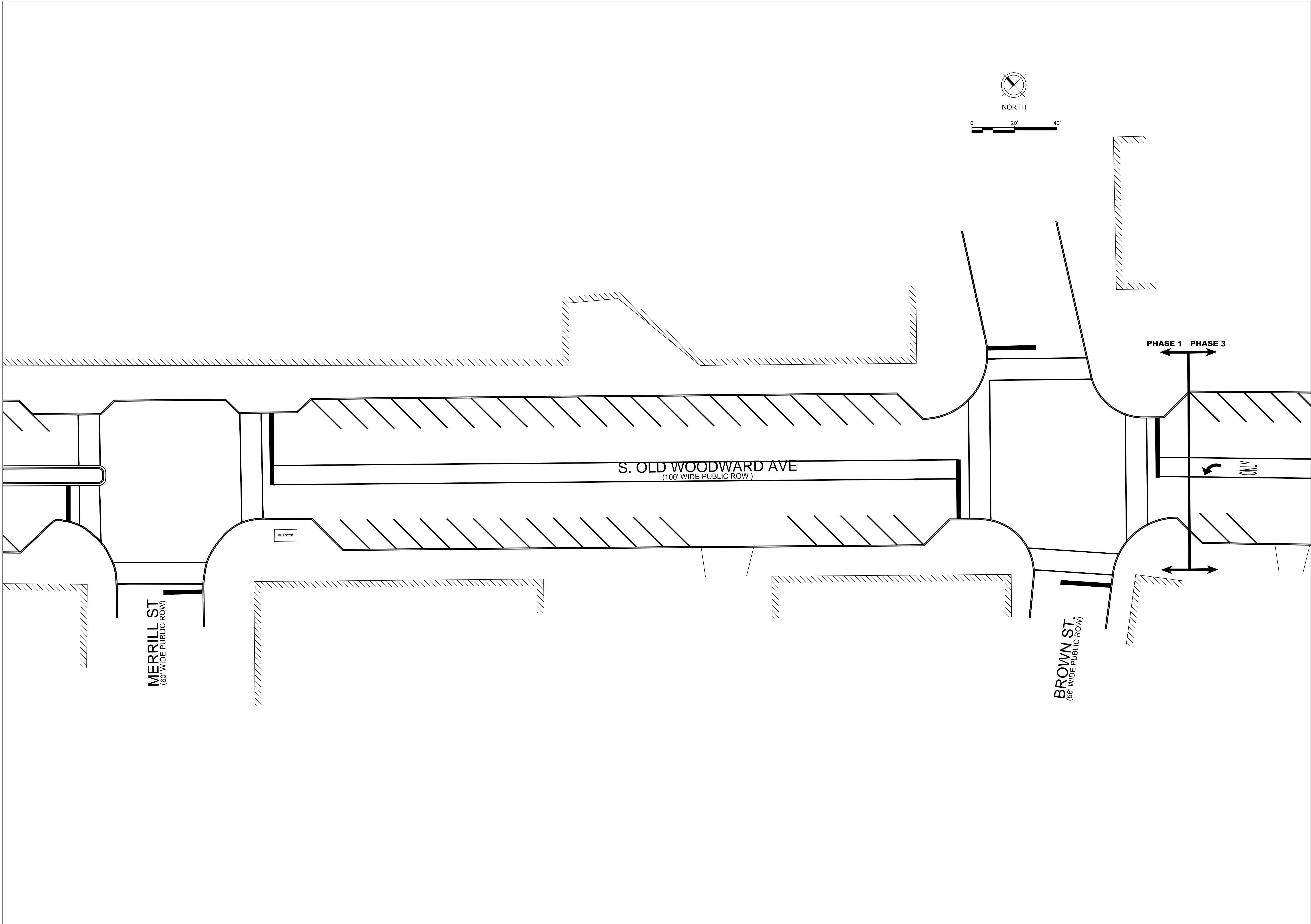
CITY OF BIRMINGHAM
 BIRMINGHAM, MICHIGAN
OLD WOODWARD CONCEPT PLAN
 WILLITS ST. TO MAPLE RD. TURNING TEMPLATES

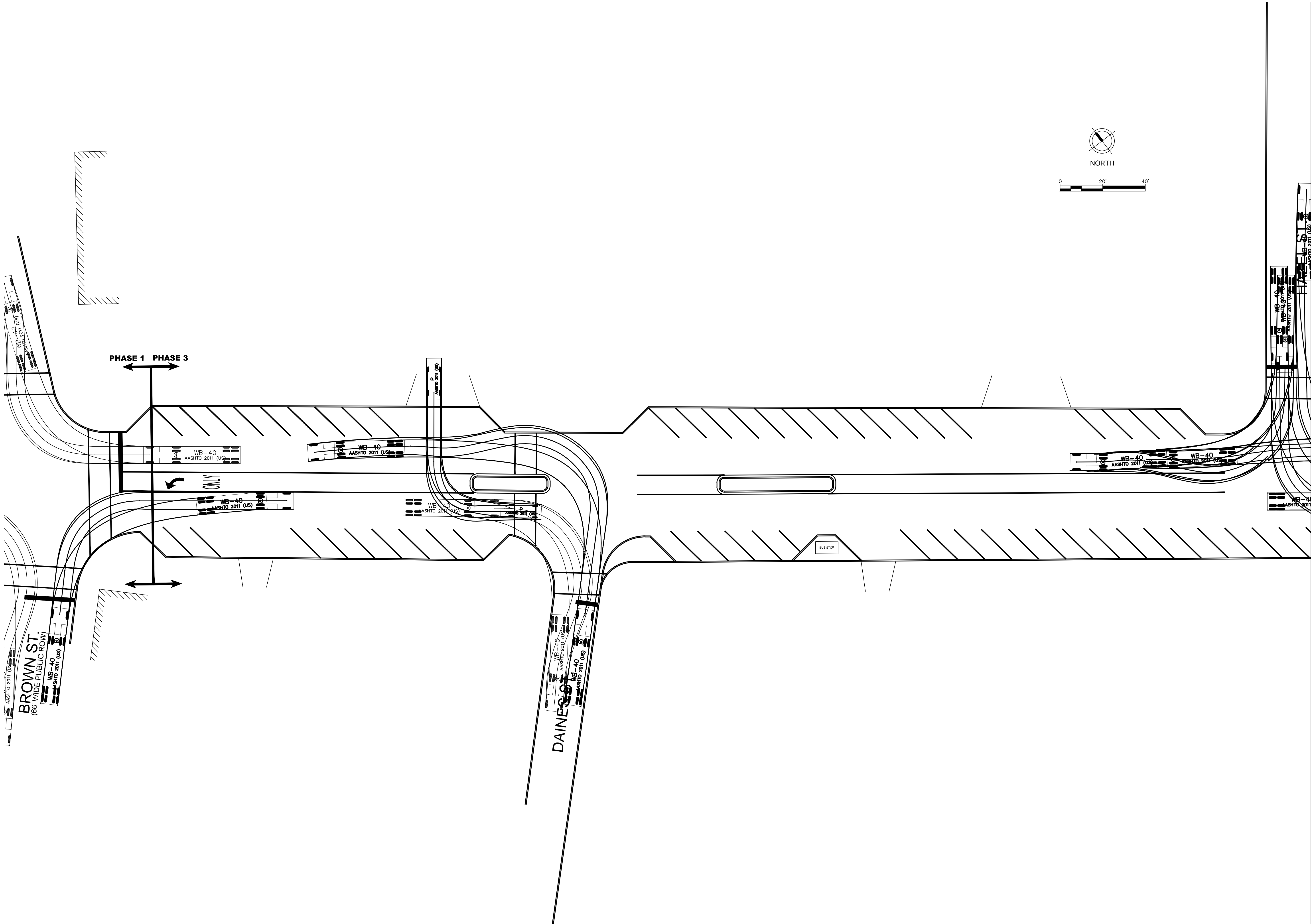
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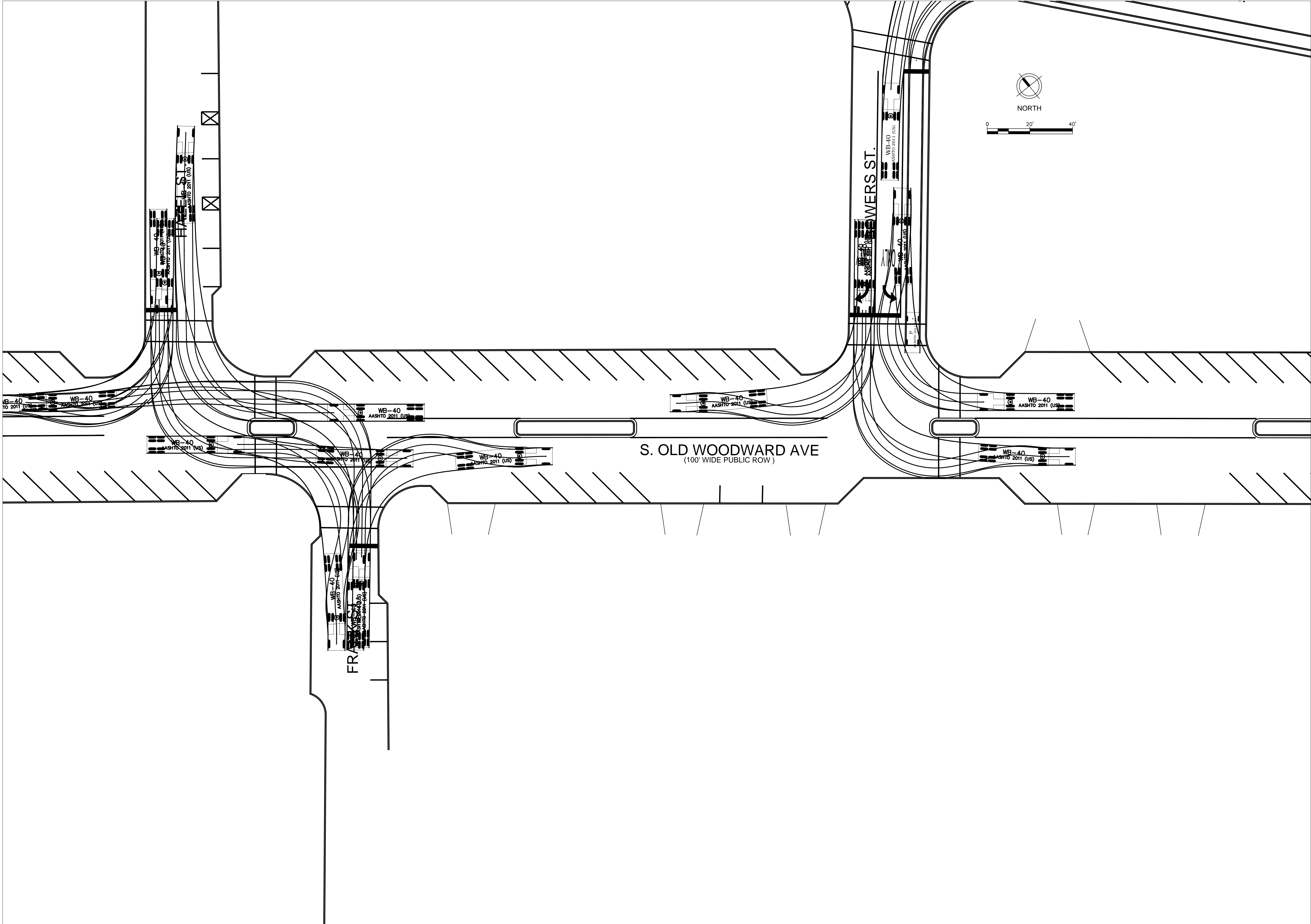
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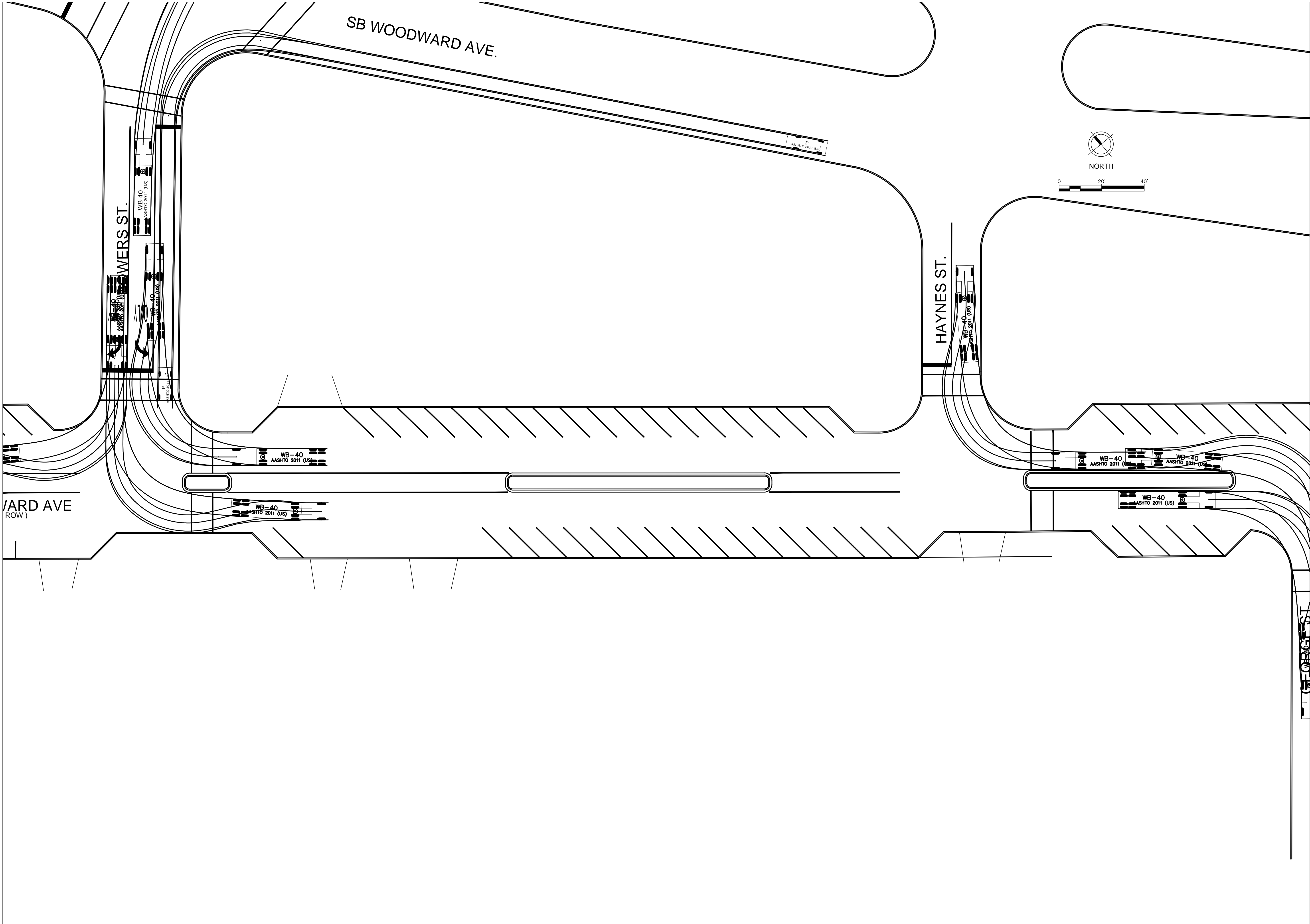


CITY OF BIRMINGHAM
BIRMINGHAM, MICHIGAN
OLD WOODWARD CONCEPT PLAN
HAZEL ST. TO BOWERS ST. TURNING TEMPLATES

DESIGN TEAM:
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DRAWING INFORMATION:
Old Woodward_Maple - Concept Plan
072516 stovertr

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JULY, 2016
F&V PROJECT NO.



REVISION:

CITY OF BIRMINGHAM
BIRMINGHAM, MICHIGAN
OLD WOODWARD CONCEPT PLAN
BOWERS ST. TO GEORGE ST. TURNING TEMPLATES

DESIGN TEAM:
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JMK JUL 2016
DRAWING INFORMATION:
Old Woodward_Maple - Concept Plan
072516 stovertr

NOT FOR
CONSTRUCTION

JULY, 2016
F&V PROJECT NO.

PARKING SUMMARY		
	EXISTING SPACES	PROPOSED SPACES
OLD WOODWARD AVE. – PHASE 1		
WILLITS STREET TO HAMILTON ROAD	25	27
HAMILTON ROAD TO MAPLE ROAD	15	14
MAPLE ROAD TO MERRILL STREET	43	42
MERRIL STREET TO BROWN STREET	31	39
SUBTOTAL	114	122
MAPLE ROAD – PHASE 2		
BATES STREET TO HENRIETTA STREET	15	10
HENRIETTA STREET TO PIERCE STREET	14	14
PIERCE STREET TO OLD WOODWARD AVE.	0	0
OLD WOODWARD AVE. TO PARK STREET	29	26
PARK STREET – HAMILTON TO MAPLE	0	6
SUBTOTAL	58	56
OLD WOODWARD AVE. – PHASE 3		
BROWN STREET TO DAINES STREET	11	16
DAINES STREET TO HAZEL STREET	28	35
HAZEL STREET TO BOWERS STREET	18	22
BOWERS STREET TO HAYNES STREET	39	34
HAYNES STREET TO GEORGE STREET	17	15
GEORGE STREET TO LANDON STREET	49	52
SUBTOTAL	162	174
TOTAL	334	351

REVISION:

CITY OF BIRMINGHAM
BIRMINGHAM, MICHIGAN

OLD WOODWARD CONCEPT PLAN

PARKING SUMMARY

DESIGN TEAM:
SUR

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JMK JUNE 2016

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Old Woodward_Maple - Concept Plan
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NOT FOR
CONSTRUCTION

JUNE, 2016

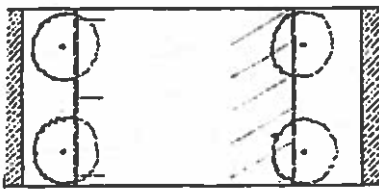
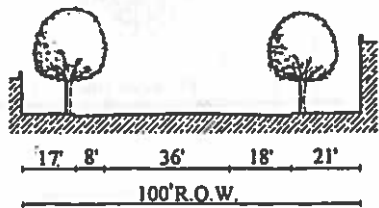
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823800

Future Sidewalk Plans for Downtown Birmingham

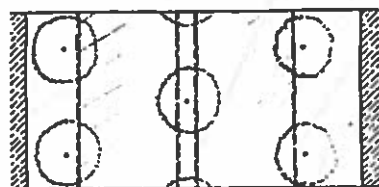
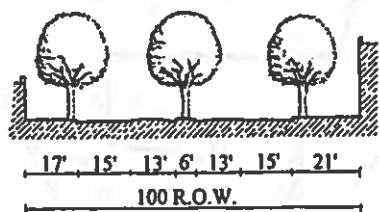


Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

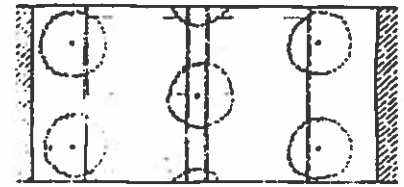
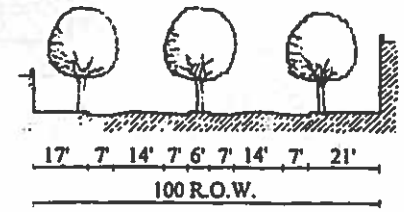
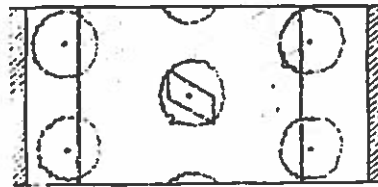
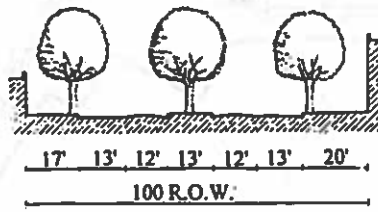
- Trees
- Streetlights
- Garbage Cans
- Traffic Poles
- Bike Racks
- Benches
- Sidewalks

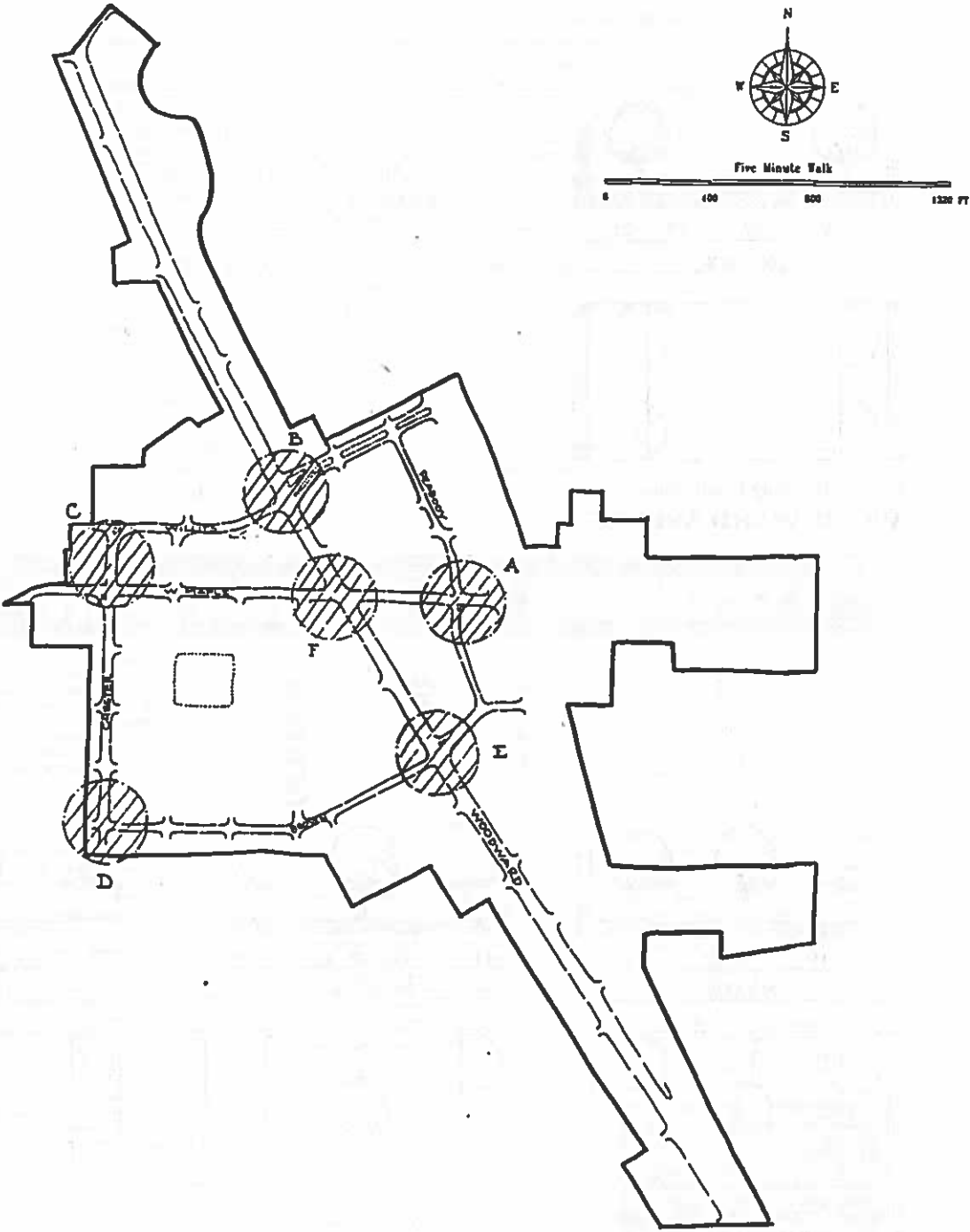


**Plan of Existing Conditions
WOODWARD AVENUE**



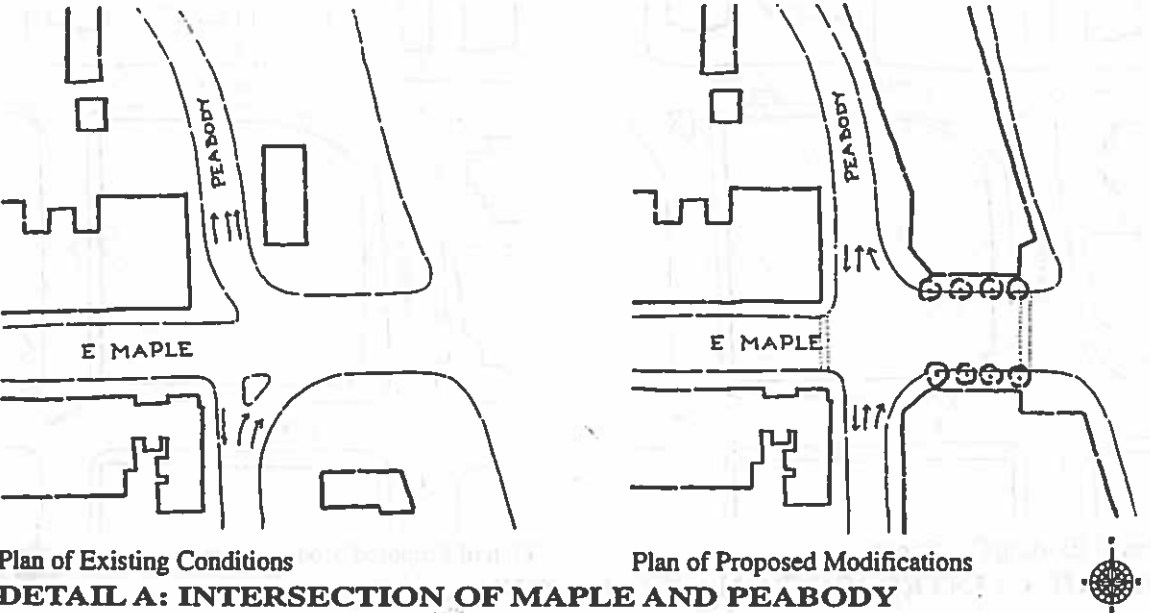
**Plan of Proposed Modifications
WOODWARD AVENUE**



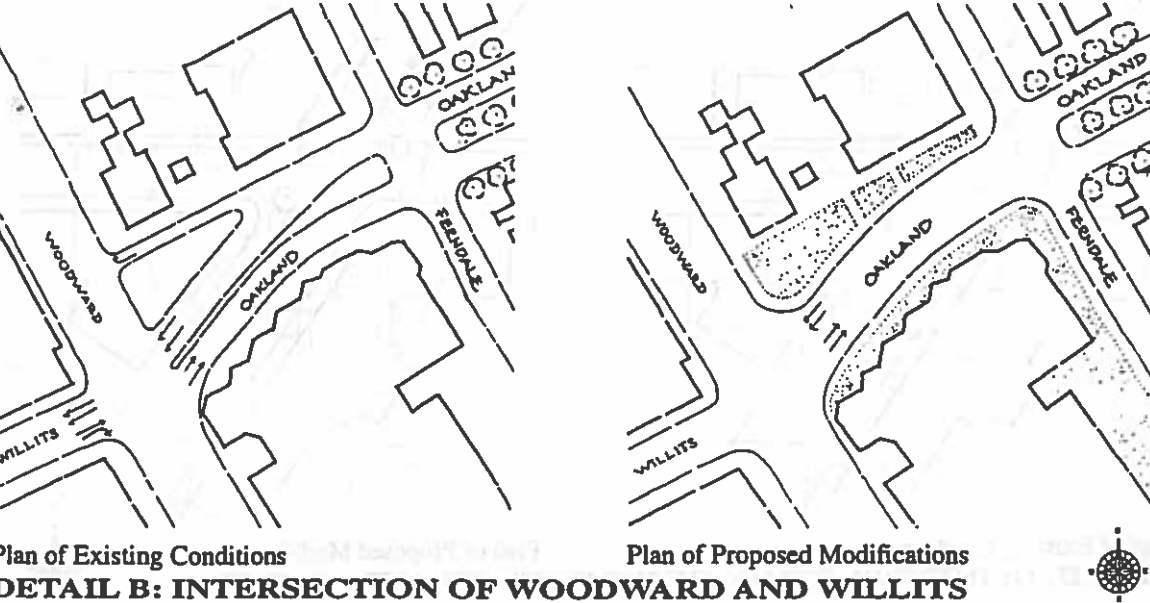


RING ROAD INTERSECTION IMPROVEMENTS

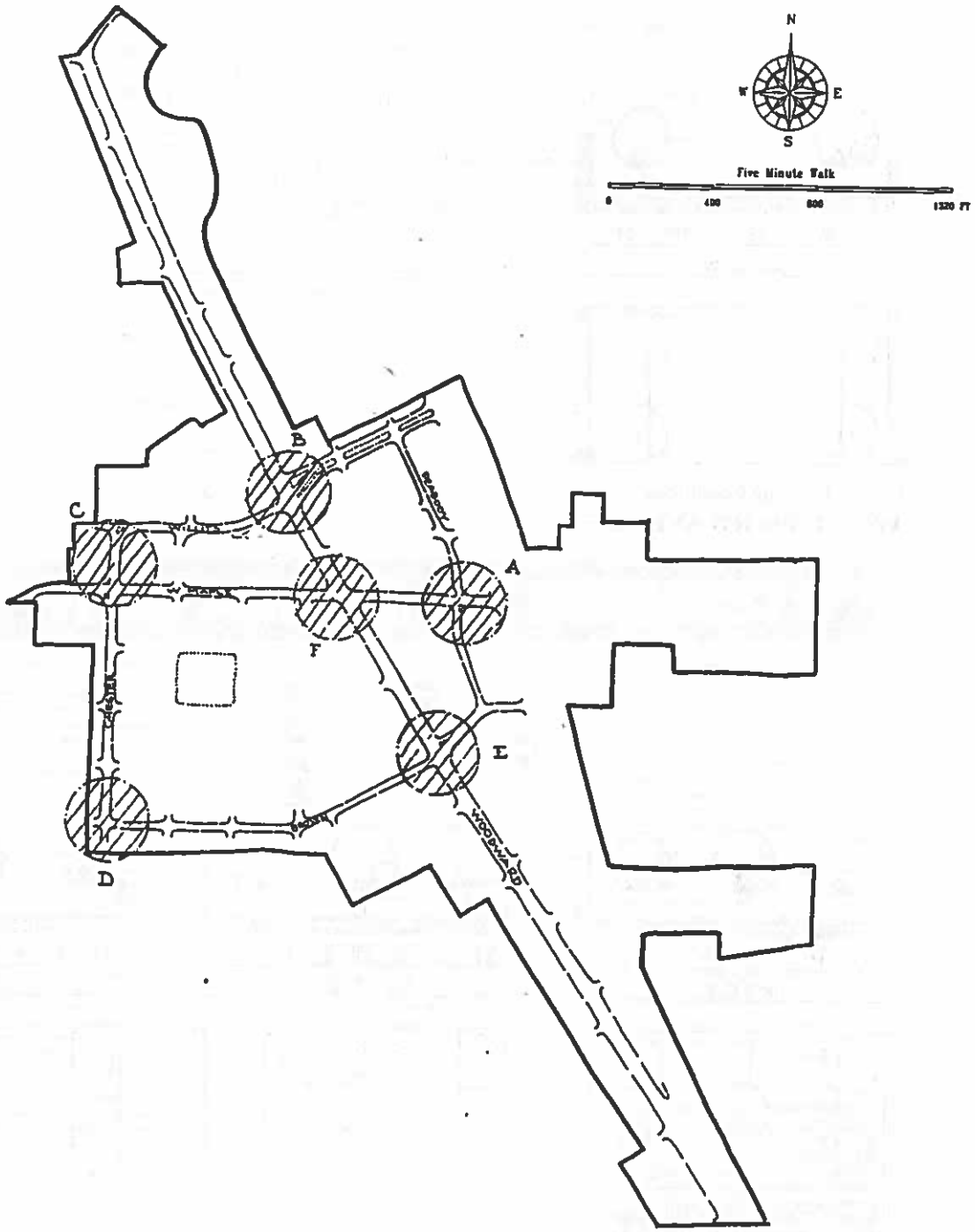
 Detail intersection (A - F)



Plan of Existing Conditions
Plan of Proposed Modifications
DETAIL A: INTERSECTION OF MAPLE AND PEABODY

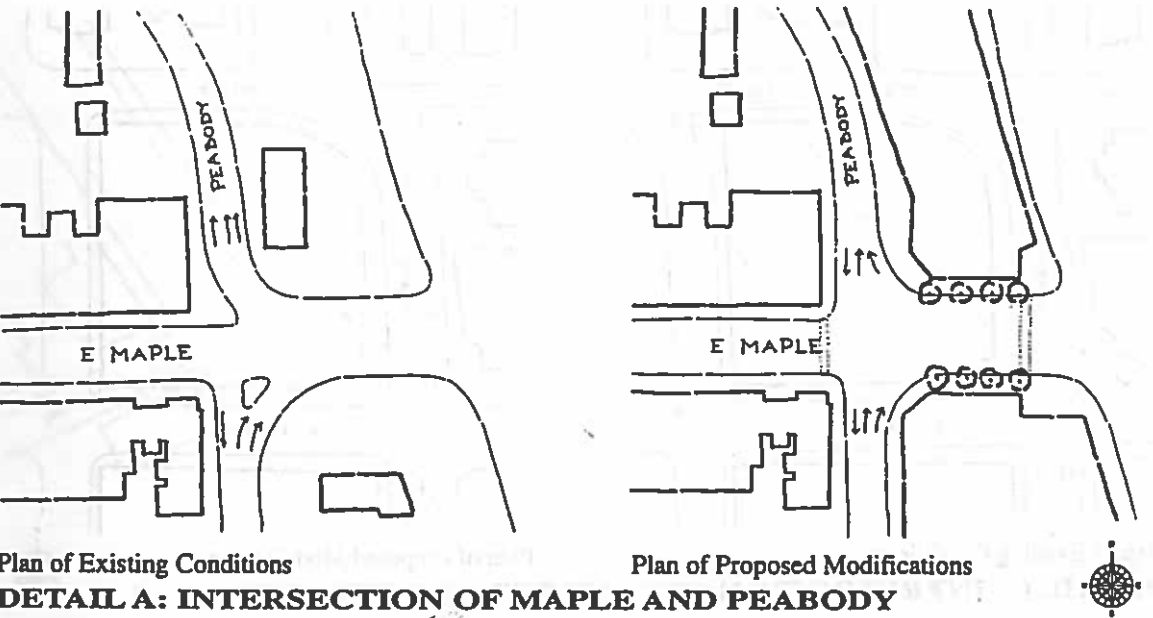


Plan of Existing Conditions
Plan of Proposed Modifications
DETAIL B: INTERSECTION OF WOODWARD AND WILLITS

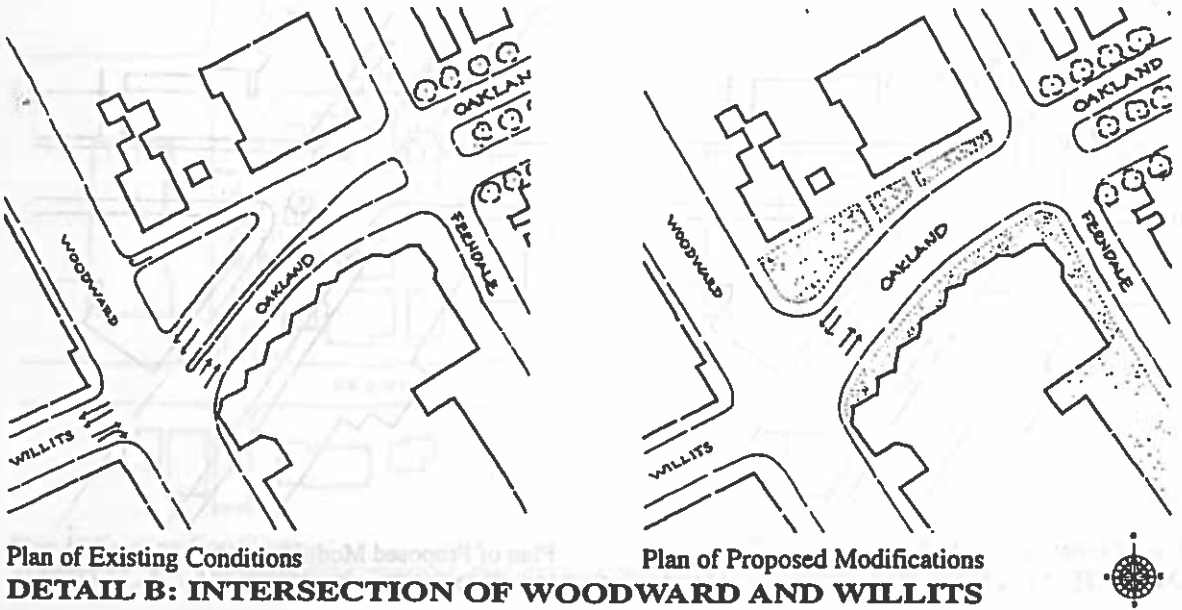


RING ROAD INTERSECTION IMPROVEMENTS

 Detail intersection (A - F)



Plan of Existing Conditions
DETAIL A: INTERSECTION OF MAPLE AND PEABODY



Plan of Existing Conditions
DETAIL B: INTERSECTION OF WOODWARD AND WILLITS

CITY OF BIRMINGHAM MULTIMODAL TRANSPORTATION PLAN NETWORK IMPLEMENTATION PLAN



4.2 PHASE 1

PHASE 1: OVERVIEW

Many of the routes in Phase 1 may be implemented as part of the City's Capital Improvement Plan (CIP). A Capital Improvement Plan is a short-range plan, usually five to ten years which identifies capital projects and provides planning schedules and options for financing the plan. CIP roadway projects generally fall into two categories, resurfacing and reconstruction. Resurfacing projects typically only affect the surface of the roadway, whereas in a reconstruction project the existing roadway, curb and sidewalk may be completely removed and reconstructed. Incorporating the proposed improvements with the CIP is a cost effective way to implement the facilities as it will reduce mobilization costs and help to consolidate roadway closures.

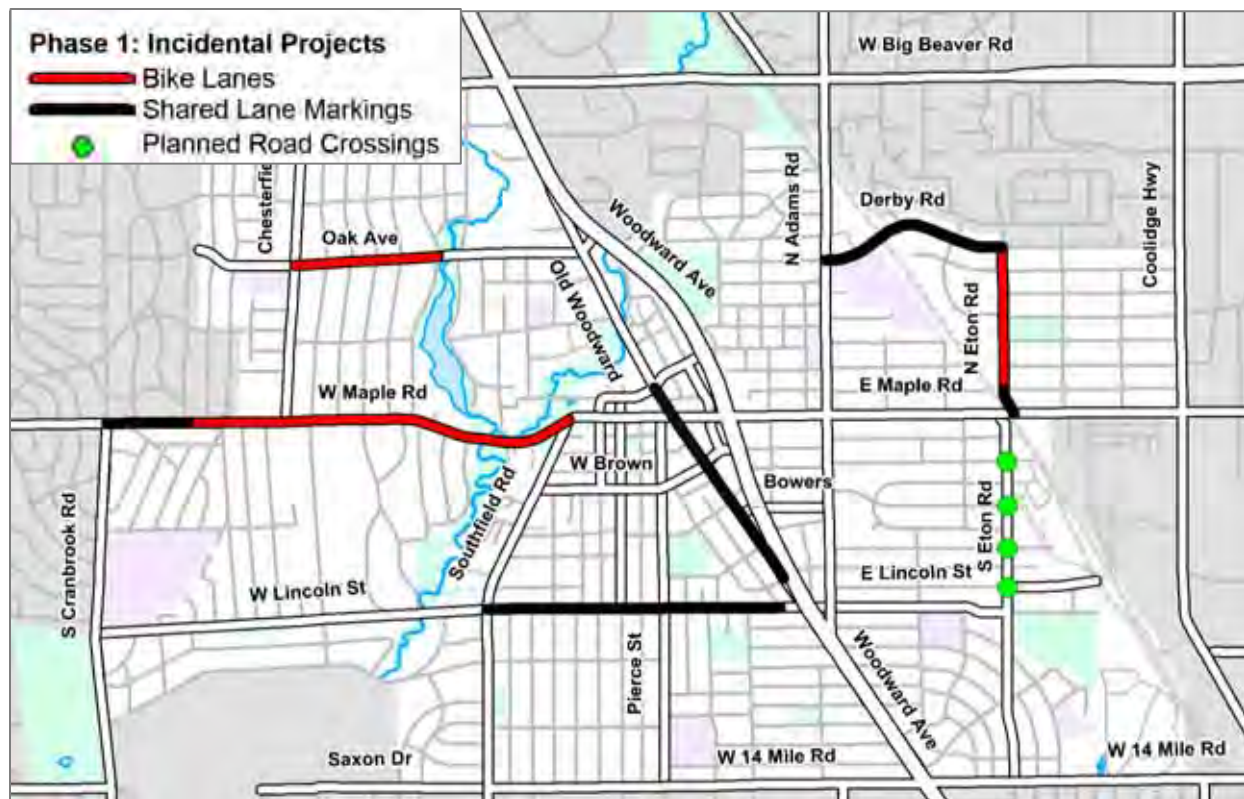
The following pages provide a more detailed breakdown of Phase 1.

FIGURE 4.2A. PHASE 1



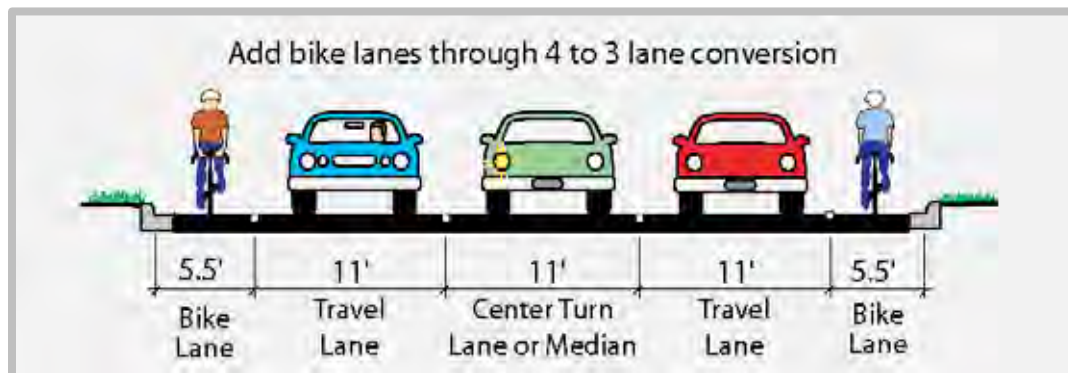
PHASE 1: INCIDENTAL PROJECTS

The following is a list of projects that could be implemented as part of the City's Capital Improvement Plan (CIP) with incidental costs.



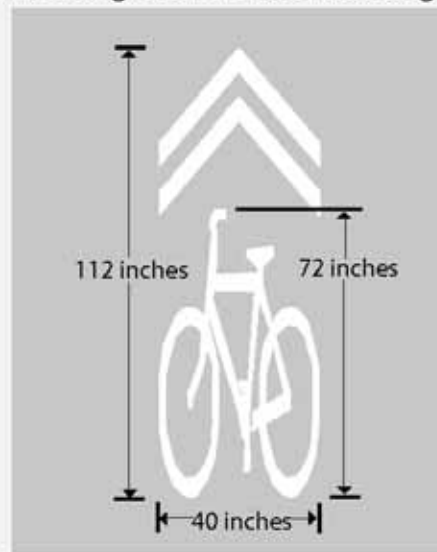
Add bike lanes to W Maple Road between Waddington Street and Southfield Road through a four-lane to three-lane conversion as part of the 2015 road resurfacing project.

W MAPLE ROAD



Guidelines to Follow When Adding Shared Lane Markings:

Please note that when used on a street without on-street parking that has an outside travel lane that is less than 14 feet wide, the center of the shared Lane markings should be at least 4 feet from the face of the curb or from the edge of the pavement where there is no curb.



PHASE 1: PROPOSED COLORED SHARED LANE MARKING

There is an opportunity to add colored shared lane markings to W Lincoln Street between Ann Street and Woodward Avenue during the 2014 road resurfacing project and to Bowers Avenue between S Old Woodward Avenue and Woodward Avenue during the 2017 road reconstruction project. **Please note that these projects would probably result in additional costs to the CIP.**



PHASE 1 COLORED SHARED LANE MARKING:

Road	From	To	Quantity	Unit
Colored Shared Lane Markings (placed every 200' - 250' with solid green paint the entire length):				
W Lincoln St	Ann St	Woodward Ave	0.10	MI
Bowers	S Old Woodward Ave	Woodward Ave	0.05	MI



Colored Shared Lane Marking

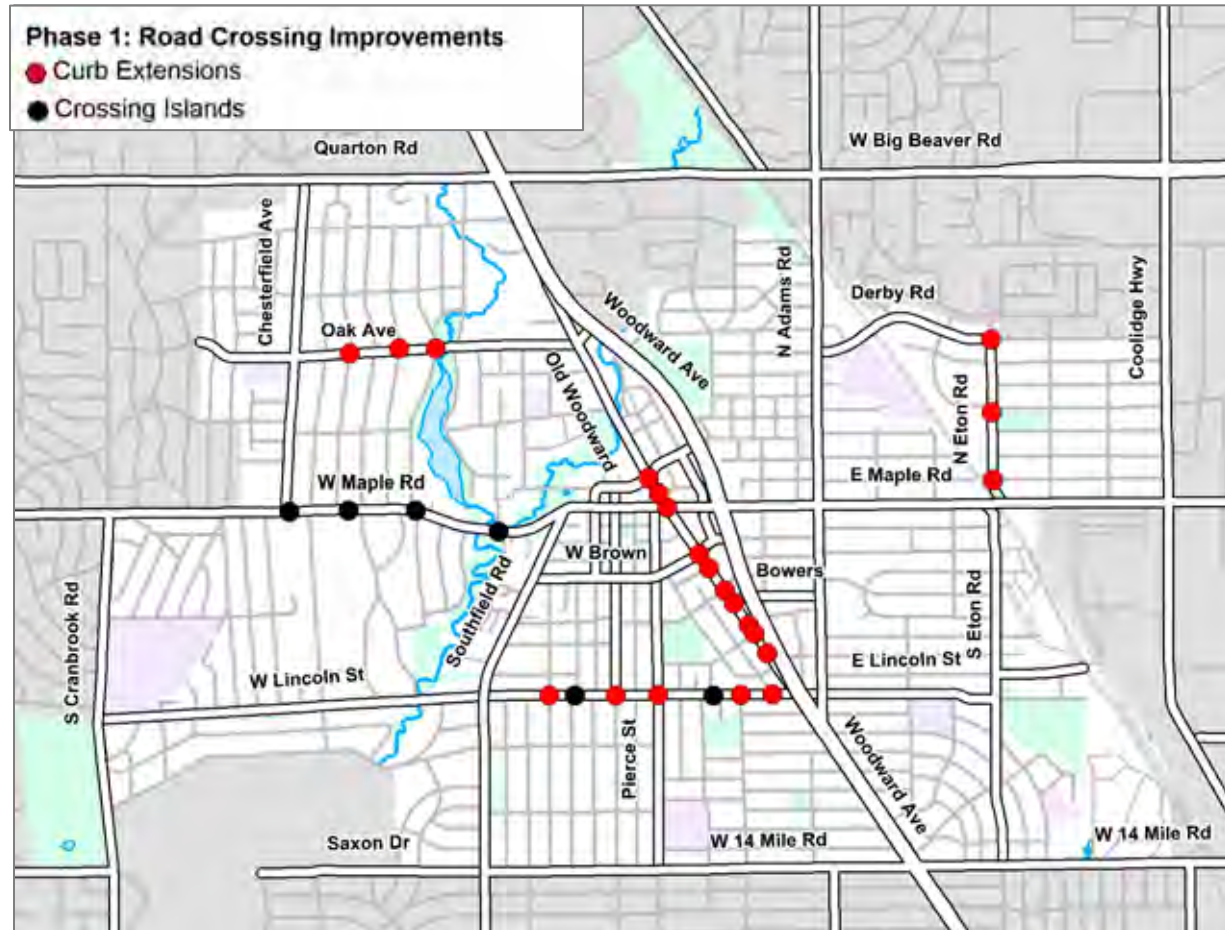


White Chevrons

**As an alternative to the green paint, white chevrons may be used through the intersections.*

PHASE 1: PROPOSED ROAD CROSSING IMPROVEMENTS

The following table provides a list of proposed road crossing improvements that could be implemented as part of the City's Capital Improvement Plan (CIP). **Please note that these projects would probably result in additional costs to the CIP.**



With the proposed four-lane to three-lane conversion as part of the 2015 road resurfacing project on W Maple Road there is the potential for crossing islands at Chesterfield Avenue, Baldwin Road, between Suffield Drive and Pilgrim Avenue and between Lake Park Drive and Linden Road. Double posted rectangular rapid flash beacons with advanced warning signs in both directions are recommended at all crossing islands except Chesterfield Avenue due to the existing signal (assuming the signal at Lake Park Drive is removed with the four to three lane conversions).

Crossing islands and curb extensions are proposed on Lincoln Street between Southfield Road and Woodward Avenue with the 2014 road resurfacing project.

Curb extensions are proposed on N Eton Road between Derby Road and E Maple Avenue with the 2014 road reconstruction project.

Curb extensions are recommended at intersections along Old Woodward Avenue between Willits Road and E Brown Street as part of the 2016 road reconstruction project and between E Brown Street and Landon Street as part of the 2017 road reconstruction project.

Curb extensions are proposed on Oak Avenue at Suffield Avenue, Puritan Avenue and Lake Park Drive with the 2016 road reconstruction project.

- Suffield Avenue – curb extensions on north side of road
- Puritan Avenue – curb extension on south side of road
- Lake Park Drive – curb extension on north side of road

PHASE 1 ROAD CROSSING IMPROVEMENTS:				
Road	From	To	Quantity	Unit
Crossing Islands (Bollards, landscaping, concrete curbs, striping):				
W Maple Rd	at Chesterfield Ave		1	EACH
W Lincoln St	at Stanley Blvd		1	EACH
W Lincoln St	at Floyd St		1	EACH
Crossing Islands with Double Posted Rectangular Rapid Flash Beacon with Advance Warning Signs				
W Maple Rd	Between Suffield Dr and Pilgram Ave		1	EACH
W Maple Rd	Between Lake Park Dr and Linden Rd		1	EACH
W Maple Rd	at Baldwin Rd		1	EACH
Curb Extensions (Sidewalks, landscaping, concrete curbs, sidewalk)				
Oak Ave	at Suffield Ave		2	EACH
Oak Ave	at Puritan Ave		2	EACH
Oak Ave	at Lake Park Dr		2	EACH
N Eton Rd	at Derby Rd		4	EACH
N Eton Rd	at Windemere Rd		1	EACH
N Eton Rd	at Yorkshire Rd		2	EACH
W Lincoln St	at Maryland Blvd		4	EACH
W Lincoln St	Pierce St		4	EACH
E Lincoln St	at Grant St		3	EACH
E Lincoln St	at Bates		4	EACH
E Lincoln St	at Ann St		4	EACH
N Old Woodward Ave	at Willits St		2	EACH
N Old Woodward Ave	at Hamilton Row		4	EACH
N Old Woodward Ave	at E Maple Rd		4	EACH
S Old Woodward Ave	at W Merrill St		4	EACH
S Old Woodward Ave	at E Brown St/Forest Ave		4	EACH
S Old Woodward Ave	at Danes Street		2	EACH
S Old Woodward Ave	at Hazel St/Frank St		2	EACH
S Old Woodward Ave	at Bowers St		3	EACH
S Old Woodward Ave	at Haynes St		3	EACH
S Old Woodward Ave	between George St and Landon St		2	EACH

PHASE 1: PROPOSED TRANSIT IMPROVEMENTS

The following table provides a list of proposed transit shelters that could be implemented as part of the City's Capital Improvement Plan (CIP).

Please note that the shelters would probably result in additional costs to the CIP.

Bus shelters are recommended at high volume bus stops in the downtown in coordination with proposed curb extensions.



PHASE 1 TRANSIT IMPROVEMENTS:				
Road	From	To	Quantity	Unit
Bus Shelter				
N Old Woodward Ave	at the northeast corner of Willits St		1	EACH
N Old Woodward Ave	at the northwest corner of W Maple Rd		1	EACH
N Old Woodward Ave	at the southeast corner of E Maple Rd		1	EACH
S Old Woodward Ave	at the southwest corner of W Merrill St		1	EACH
S Old Woodward Ave	at the southeast Daines Street		1	EACH
Does not include engineering fees or contingency				



EXISTING BUS SHELTER ON
S OLD WOODARD AVENUE

CITY OF BIRMINGHAM MULTIMODAL TRANSPORTATION PLAN NETWORK IMPLEMENTATION PLAN



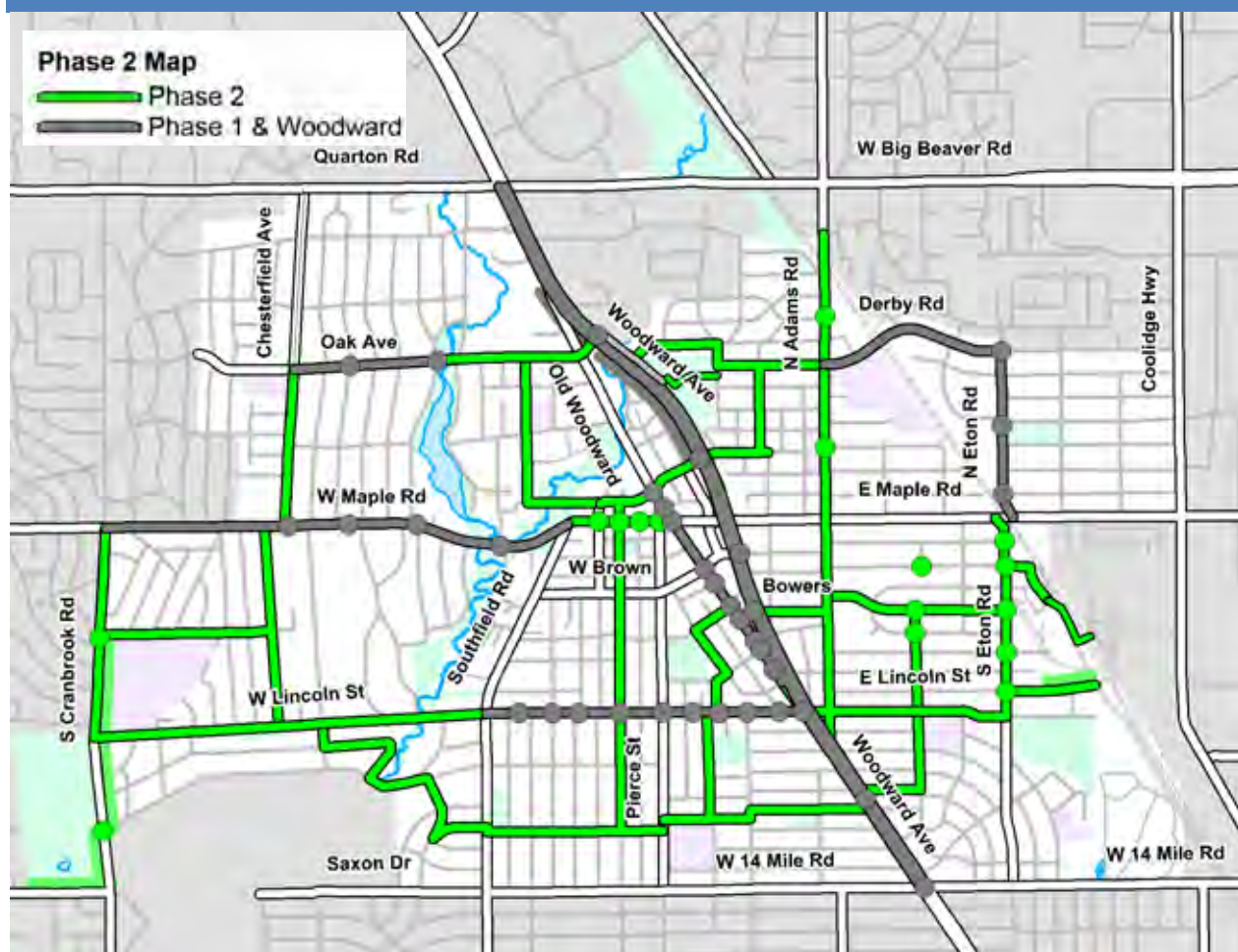
4.3 PHASE 2

PHASE 2: OVERVIEW

Phase 2 objective is to provide connections across the community and create a backbone for the City's long-range multi-modal system. This phase achieves this by building on the existing multi-modal system.

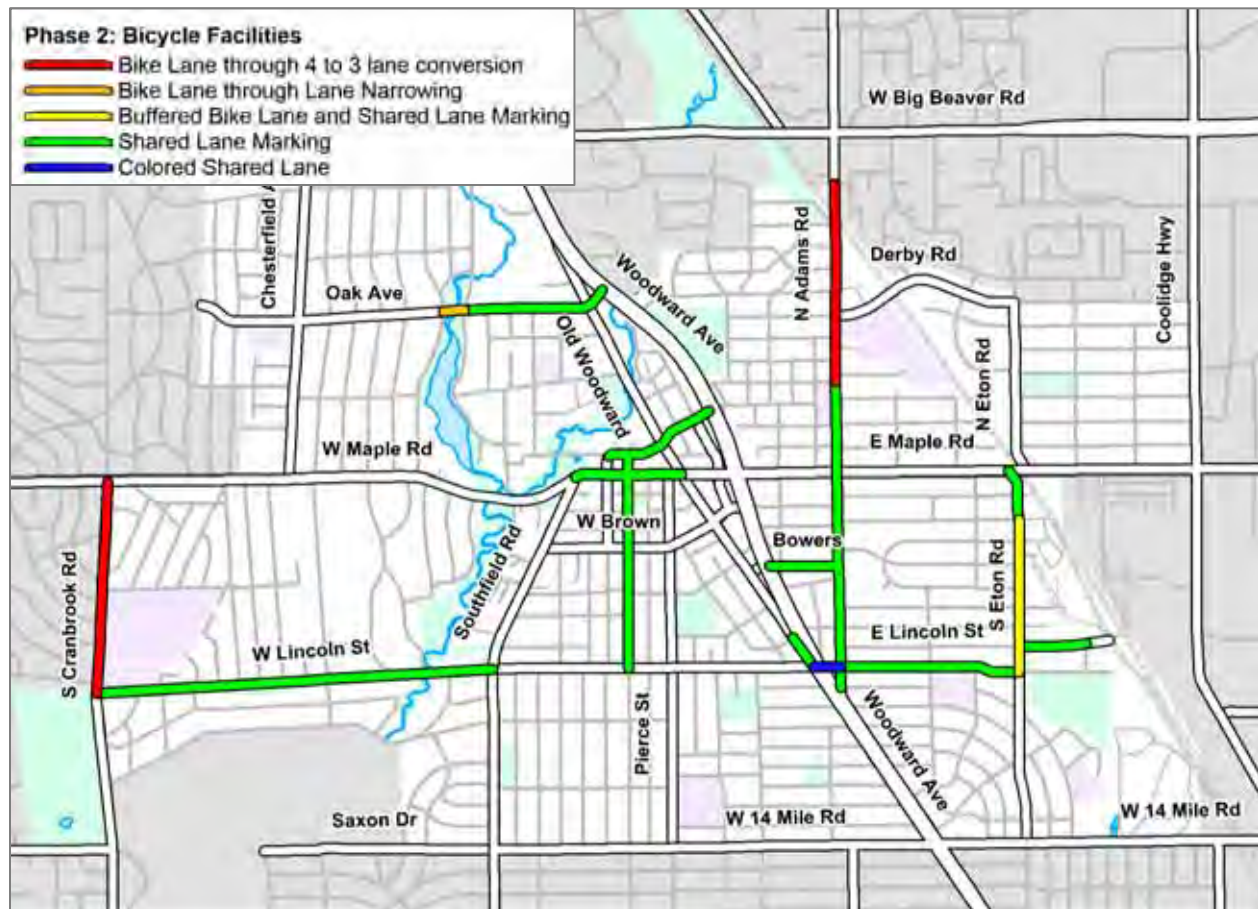
The following pages provide a more detailed breakdown of Phase 2.

FIGURE 4.3A. PHASE 2



PHASE 2: PROPOSED BIKE FACILITIES

The following provides a list of on-road bike facilities that can be implemented in the near-term with minimal changes to the roadway. Please note that at time of implementation all bike facilities should be accompanied by appropriate signage.



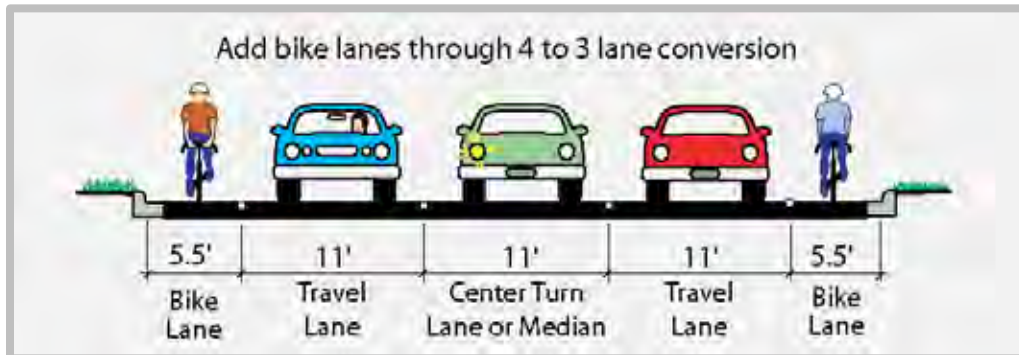
On S Eton Road between Yosemite Boulevard and E Lincoln Street, remove parking on the west side of the street and add a buffered bike lane. On the east side of the street keep on-street parking and add a shared-lane marking. The buffer between the bike lane and travel lane should be cross hatched.

S ETON ROAD



Add bike lanes to S Cranbrook Road between W Maple Avenue and W Lincoln Street through a four-lane to three-lane conversion. Add bike lanes to N Adams Road between Madison Street and Evergreen Drive through a four-lane to three-lane conversion. Please note that prior to implementation a micro-simulation may be necessary to see how school traffic timing affects both corridors.

S CRANBROOK ROAD AND N ADAMS ROAD



Add bike lanes to Oak Avenue between Lake Park Drive and Lakeside Drive by adding an edge stripe 6' out from the curb on both sides of the road.

Add shared lane markings to the following roadways:

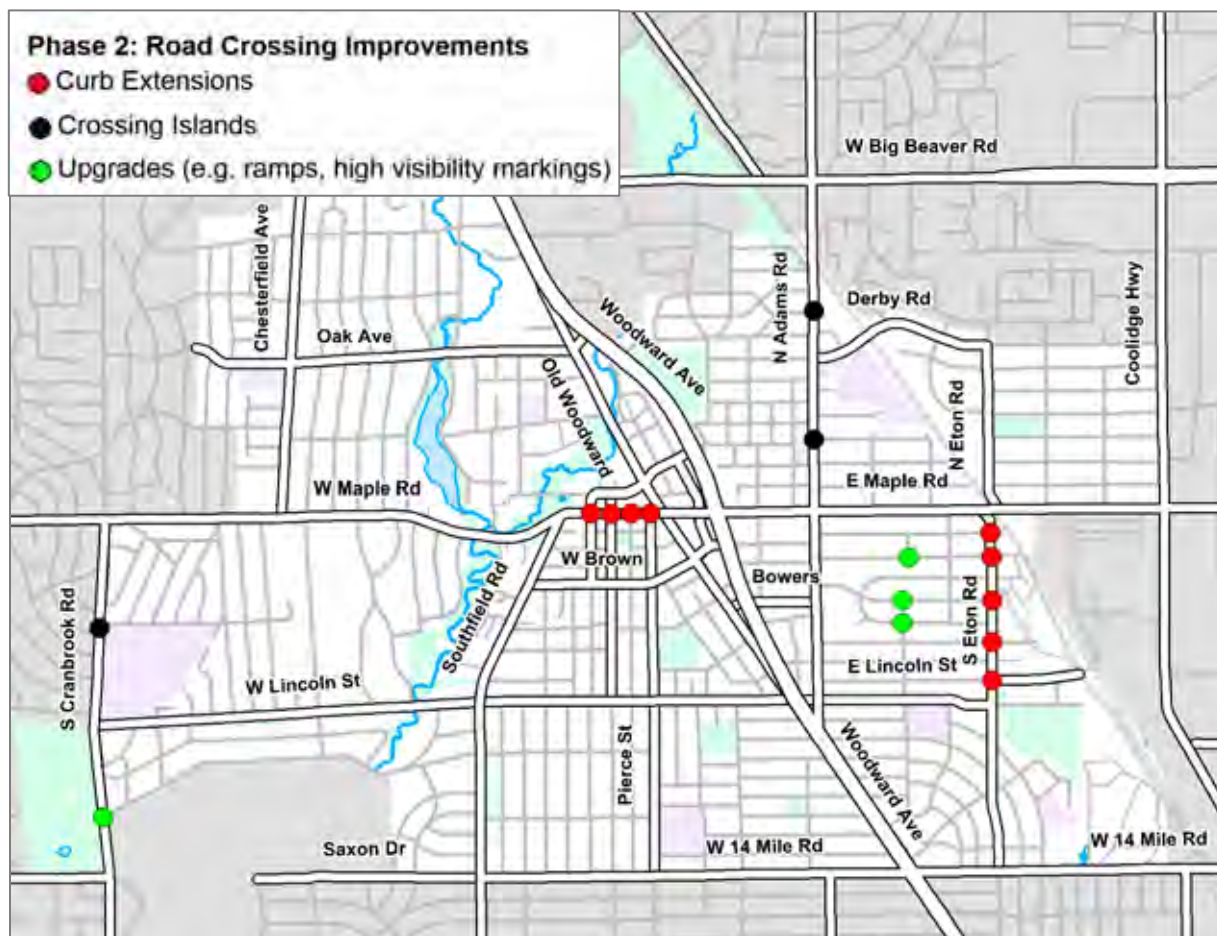
- W Lincoln Street between S Cranbrook Road and Southfield Road
- E Lincoln Street between Adams Road and S Eton Road
- S Eton Road between W Maple Rd and Yosemite
- N Eton Road between Yorkshire Road and W Maple Road
- Bowers Street between Woodward Avenue and Adams Avenue
- Oakland Avenue between N Old Woodward Avenue and Woodward Avenue
- Willits Street between N Chester Street and N Old Woodward Avenue
- W Maple Road between Southfield Road and N Old Woodard Avenue
- S Bates Street between W Lincoln St and Willits Street
- Cole Street east of S Eton Street
- Adams Road between Madison Street and Woodward Avenue
- Oak Avenue between Lake Park Drive and Woodward Avenue
- Chesterfield Avenue between Oak Avenue and W Maple Road
- One-way on S Old Woodward Ave between Landon Rd and E Lincoln St

Add colored shared lane markings to E Lincoln Street between Woodward Avenue and Adams Road.

PHASE 2 BICYCLE FACILITIES:				
Road	From	To	Quantity	Unit
Bike Lanes through 4 to 3 lane conversion (stripe removal, pavement markings and signage):				
S Cranbrook Rd	W Maple Rd	W Lincoln Rd	0.57	MI
N Adams Rd	Evergreen Dr	Madison St	0.55	MI
Buffered Bike Lane (pavement markings and signage in one direction)				
S Eton Rd	Yosemite Blvd	E Lincoln St	0.5	LF
Bike Lanes through Lane Narrowing:				
Oak Ave	Lake Park Dr	Lakeside Dr	0.06	MI
Shared Lane Markings (placed every 200' - 250'):				
W Lincoln St	S Cranbrook Rd	Southfield Rd	1.00	MI
E Lincoln St	Adams Rd	S Eton Rd	0.51	MI
S Eton Rd	W Maple Rd	Yosemite	0.07	MI
N Eton Rd	Yorkshire Rd	W Maple Rd	0.08	MI
Bowers St	Woodward Ave	Adams Rd	0.2	MI
Oakland Ave	N Old Woodward Ave	Woodward Ave	0.16	MI
Willits St	N Chester St	N Old Woodward Ave	0.15	MI
W Maple Rd	Southfield Rd	N Old Woodward Ave	0.27	MI
S Bates	W Lincoln St	Willits St	0.6	MI
Cole St	East of S Eton St		0.25	MI
Adams Rd	Madison St	Woodward Ave	0.9	MI
Oak Ave	Lake Park Dr	Woodward Ave	0.46	MI
Chesterfield Ave	Oak Ave	W Maple Rd	0.45	MI
Shared Lane Markings (placed every 200' - 250' in one direction):				
S Eton Rd	Yosemite Blvd	E Lincoln St	0.5	MI
S Old Woodward Ave	Landon Rd	E Lincoln St	0.12	MI
Colored Shared Lane Markings (placed every 200' - 250' with solid green paint the entire length):				
W Lincoln St	Woodward Ave	Adams Rd	0.10	MI

PHASE 2: PROPOSED ROAD CROSSING IMPROVEMENTS

The proposed road crossing improvements include both new road crossings and recommended upgrades to existing road crossings. Due to the high volume of walking that already exists in the City, it is important to improve the existing crossings and provide new crossings where there is high demand in order to create a safer environment for everyone.



A crossing island is proposed on S Cranbrook Road at Midvale on the south side of the intersection to be implemented concurrent with the proposed 4 to 3 lane conversion. A crossing island is proposed on N Adams at Abbey Road on north side of the intersection to be implemented concurrent with the proposed 4 to 3 lane conversion. And a crossing island is proposed at N Adams at Buckingham Avenue on the south side of intersection in the unused center turn lane.



Curb extensions are proposed throughout the downtown to help eliminate the stepped curbed and provide ramps to make the downtown more accessible to everyone. Because of the cluster of proposed curb extensions it would make more sense to implement as part of a road reconstruction project.

Curb extensions are proposed along S Eton Road near the Rail District. They should extend into the roadway 5' on the west side of the street and 8' on the east side of the street.

There are a few locations where pedestrian crossings are needed and/or minor improvements should be made.

- North side of Haynes Street between Bowers Street and Columbia Street – improvements include ramp, detectable warning, sidewalk extension, signs, high visibility pavement marking
- Bowers Street between Haynes Street and Columbia Street – improvements include detectable warnings, signs, high visibility pavement markings
- Villa Road at Yankee – improvements include detectable warnings, signs, high visibility pavement markings
- S Cranbrook Road at Northlawn Boulevard - improvement include ramps, detectable warnings, signs and high visibility pavement markings

PHASE 2 ROAD CROSSING IMPROVEMENTS:				
Road	From	To	Quantity	Unit
Crossing Islands (Bollards, landscaping, concrete curbs, striping):				
S Cranbrook Rd	at Midvale		1	EACH
N Adams Rd	at Abbey Rd		1	EACH
N Adams Rd	at Buckingham Ave		1	EACH
Curb Extensions				
S Eton Rd	at Yosemite Blvd		4	EACH
S Eton Rd	at Villa Rd		4	EACH
S Eton Rd	at Bowers St		4	EACH
S Eton Rd	at Holland St		4	EACH
S Eton Rd	at Cole St		4	EACH
W Maple Rd	at Chester St		1	EACH
W Maple Rd	at S Bates St		4	EACH
W Maple Rd	at Henrietta St		4	EACH
W Maple Rd	at Pierce St		4	EACH
Minor Upgrades (high visibility markings, ramps and signs)				
Haynes St	between Bowers St and Columbia St		1	EACH
Bowers St	between Haynes St and Columbia St		1	EACH
Villa Rd	at Yankee		1	EACH
S Cranbrook Rd	at Northlawn Blvd		1	EACH

ATTACHMENT C:

**BIDDER'S PROPOSAL FOR THE
OLD WOODWARD CORRIDOR IN DOWNTOWN BIRMINGHAM**

In submitting this proposal, as herein described, the consultant agrees that:

1. They have carefully examined the specifications and terms of the Request for Proposal and all other provisions of this form and understand the meaning, intent, and requirement of it.
2. They will enter into 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.

BID PREPARED BY
(Print Name)

DATE SUBMITTED

AUTHORIZED SIGNATURE

DATE

TITLE

COMPANY

ADDRESS

PHONE

NAME OF PARENT COMPANY

ADDRESS

PHONE

BID QUOTE:

ATTACHMENT D:

**ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM
FOR OLD WOODWARD CORRIDOR IN DOWNTOWN BIRMINGHAM**

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

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

PREPARED BY
(Print Name)

DATE

TITLE

DATE

AUTHORIZED SIGNATURE

E-MAIL ADDRESS

COMPANY

ADDRESS

PHONE

NAME OF PARENT COMPANY

PHONE

ADDRESS

TAXPAYER I.D.#

ATTACHMENT E:

**AGREEMENT OLD WOODWARD CORRIDOR
IN DOWNTOWN BIRMINGHAM**

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

WITNESSETH:

WHEREAS, the City is desirous of finalizing plans and preparing color renderings for the complete improvement of S. Old Woodward from Oakland to Brown Street in the City of Birmingham.

WHEREAS, the City has heretofore advertised for bids for the procurement and performance of services required to finalize plans and prepare color renderings for the complete improvement of S. Old Woodward from Oakland to Brown Street, and in connection therewith has prepared a request for sealed proposals ("RFP"), which includes certain instructions to bidders, specifications, terms and conditions.

WHEREAS, the Consultant has professional qualifications that meet the project requirements and has made a bid in accordance with such request for cost proposals to finalize plans and prepare color renderings for the complete improvement of S. Old Woodward from Oakland to Brown Street in the City of Birmingham.

NOW, THEREFORE, for and in consideration of the respective agreements and undertakings herein contained, the parties agree as follows:

1. It is mutually agreed by and between the parties that the documents consisting of the Request for Proposal for the Old Woodward Corridor in Downtown Birmingham and the Consultant's cost proposal dated September ____, 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 Consultant for the performance of this Agreement in an amount not to exceed _____, as set forth in the Consultant's September ____, 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 Consultant shall employ personnel of good moral character and fitness in performing all services under this Agreement.

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

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

7. This Agreement shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan. The Consultant agrees to perform all services provided for in this Agreement in accordance with and in full compliance with all local, state and federal laws and regulations.

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

9. This Agreement shall be binding upon the successors and assigns of the parties hereto, but no such assignment shall be made by the Consultant without the prior written consent of the City. Any attempt at assignment without prior written consent shall be void and of no effect.

10. The Consultant agrees that neither it nor its sub-consultants will discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight or marital status. The Consultant shall inform the City of all claims or suits asserted against it by the Consultant's employees who work pursuant to this Agreement. The Consultant shall provide the City with periodic status reports concerning all such claims or suits, at intervals established by the City.

11. The Consultant shall not commence work under this Agreement until it has, at its sole expense, obtained the insurance required under 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 Consultant shall maintain during the life of this Agreement the types of insurance coverage and minimum limits as set forth below:

- A. Workers' Compensation Insurance: Consultant shall procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- B. Commercial General Liability Insurance: Consultant shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than **\$1,000,000** per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Consultants Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.
- C. Motor Vehicle Liability: Consultant shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- D. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be *Additional Insureds*: The City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to any other coverage that may be available to the additional insured, whether any other available coverage by primary, contributing or excess.
- E. Professional Liability: Professional liability insurance with limits of not less than \$1,000,000 per claim if Consultant will provide service that are customarily subject to this type of coverage.
- F. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance (and Professional Liability Insurance, if applicable), as described above, shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal, shall be sent to: Finance Director, City of Birmingham, PO Box 3001, 151 Martin Street, Birmingham, MI 48012-3001.
- G. Proof of Insurance Coverage: Consultant shall provide the City of Birmingham at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City of Birmingham, as listed below.

- 1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;
- 2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
- 3) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
- 4) Two (2) copies of Certificate of Insurance for Professional Liability Insurance;
- 5) If so requested, Certified Copies of all policies mentioned above will be furnished.

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

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

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

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

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

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

City of Birmingham

CONSULTANT

Attn: Jana L. Ecker Planning Director
151 Martin Street
Birmingham, MI 48009
(248) 530-1841

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

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

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

WITNESSES:

CONSULTANT

By: _____

Its:

CITY OF BIRMINGHAM

By: _____

Rackeline J. Hoff

Its: Mayor

By: _____

Laura Pierce

Its: City Clerk

Approved:

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

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

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

Jana L. Ecker, Planning Director
(Approved as to substance)



MEMORANDUM

Finance Department

DATE: August 30, 2016

TO: Joseph A. Valentine, City Manager

FROM: Mark Gerber, Finance Director/Treasurer

SUBJECT: Perpetual Care Fund Investment Policy

Recent state legislation (Public Act 13 of 2016) has been enacted which would allow cities to invest cemetery perpetual care funds in mutual funds. This is in addition to investments currently allowed under Public Act 20 of 1943, as amended. The City Manager stated that the Finance Director/Treasurer would report back with a recommended policy which would allow the City to invest perpetual care funds in mutual funds.

The enclosed proposed Perpetual Care Fund Investment Policy is modelled after the City's current General Investment Policy. The policy outlines the which funds are covered under the policy, the City's investment objectives, who is responsible for investing the perpetual care funds, what investments are permitted, what limitations are placed on the permitted investments, and performance reporting to the City Commission. This is all consistent with the City's existing investment policy. Staff recommends adoption of the policy to further diversify the perpetual care funds in order to achieve better returns for the perpetual care fund in a manner that is systematic and responsible.

Suggested Resolution: To adopt the Perpetual Care Fund Investment Policy for investment of the City's perpetual care funds as proposed by the Finance Director/Treasurer.

CITY OF BIRMINGHAM

PERPETUAL CARE FUNDS

INVESTMENT POLICY

Purpose: The purpose of the City of Birmingham's perpetual care investment program is to invest perpetual care funds in manner which will provide for growth of the funds as well as income for the purpose of maintaining the Greenwood Cemetery. The investment program must also invest these funds within the parameters as outlined in this investment policy while conforming to all state statutes and local ordinances governing the investment of these funds.

Scope: This investment policy applies only to investment activities related to perpetual care funds. The fund covered by this policy is the Greenwood Cemetery Perpetual Care Fund and is accounted for in the City's annual financial report.

Prudence: The standard of prudence to be applied by the investment officer shall be the prudent-person rule that states: "Investments shall be made with judgement and care – under circumstances then prevailing – which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived." The prudent-person rule shall be applied in the context of managing the overall portfolio.

Investment officers acting in accordance with written procedures and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported to the chief executive in a timely fashion and appropriate action is taken to control adverse developments.

Objective: Care funds of the City will be invested in accordance with Michigan Public Act 20 of 1943, as amended and Public Act 215 of 1937, as amended, and in accordance with the following objectives, procedures, and policy.

- a) Growth:** Growth of principal is the foremost objective of the City. Each investment transaction shall first seek to ensure a steady growth of principal.
- b) Risk:** The overall portfolio composition should be designed to minimize risk and loss of principal.
- c) Return on Investment:** The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles.
- d) Maintain the Public's Trust:** All participants in the investment process shall seek to act responsibly as custodians of the public trust. Investment officials shall recognize that the investment portfolio is subject to public review and

evaluation. In addition, the overall investment program shall be designed and managed with a degree of professionalism worthy of public trust. Investment officials shall also avoid any transaction that might knowingly impair public confidence in the City's ability to govern effectively.

Delegation of Authority: The Treasurer is designated as investment officer of the City and is responsible for investment decisions and activities. The Treasurer shall develop and maintain written administrative procedures for the operation of the investment program, consistent with the investment policy. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. No person may engage in investment transactions except as provided under the terms of this policy and administrative procedures established by the Treasurer. The Treasurer shall also establish a system of controls to regulate the activities of subordinate officials and shall be responsible for all transactions undertaken.

The Treasurer may use outside consultants for advice and counsel in determining which types of investments are most appropriate within the investment policy approved by the City Commission.

Ethics and Conflicts of Interest: Officers and employees involved in the investment process shall comply with the City's Ethic Ordinance.

Permitted Investments: The Treasurer is limited to investments authorized by Public Act 20 of 1943, as amended, and Act 13 of 2016, and may purchase/sell investments at prevailing market rates as specified below:

- a) U.S. Treasury Bonds, Notes, Bills or Strips;
- b) U.S. Agency Bonds;
- c) Certificates of Deposit;
- d) Commercial Paper;
- e) Obligations of this State or its Political Subdivisions;
- f) Pooled Funds that Meet State Guidelines;
- g) Mutual Funds (consisting of fixed income securities, equity securities, or both as provided in Public Act 215 of 1937, as amended.

Portfolio Limitations: The Treasurer is further limited in investments authorized above by the following limitations:

- a) Mutual funds must have a rating of 4 or 5 by a nationally recognized mutual fund rating agency (for example, Morningstar).
- b) No more than 60% of the perpetual care funds shall be invested in equity mutual funds.
- c) No more than 40% of the perpetual care funds invested in equity mutual funds shall be of a given asset category.
- d) No more than 60% of the perpetual care funds invested in mutual funds shall be invested with one investment company.
- e) In order to minimize investment expense, mutual funds will be restricted to no-load mutual funds.
- f) Certificate of deposits are limited to the maximum of FDIC insurance.
- g) Investments in commercial paper and obligations of this state or its political subdivisions are limited to those rated A-1/P-1 by at least two Nationally Recognized Statistical Rating organizations at the time of purchase.
- h) Investments in pooled funds that meet state guidelines are limited to pooled funds with a rating of A or better by either Moody's or Standard and Poor's or be from institutions whose long-term debt rating is A or better.

Internal Controls: The Treasurer will use current established internal controls in place to prevent loss of public funds due to fraud, error, misrepresentation, unanticipated market changes or imprudent actions.

Reporting: The Treasurer shall submit an annual investment report to the City Commission which summaries perpetual funds received, invested, investment income received, and investment gains or losses.

Investment Policy Adoption: The City of Birmingham's Perpetual Care Fund Investment Policy shall be adopted by resolution of the Birmingham City Commission. The policy shall be reviewed periodically and any modifications made thereto must be approved by the City Commission.

This policy shall become effective the day following adoption by the Birmingham City Commission.



MEMORANDUM

Office of the City Manager

DATE: September 6, 2016
TO: City Commission
FROM: Joseph A. Valentine, City Manager
SUBJECT: Multi-Modal Transportation Board

As you may recall, we recently had two members step down from the City's Multi-Modal Transportation Board (MMTB) for various reasons. This board has struggled with only 5 members the past few months. This will certainly resolve itself in time; however, given the significant role of this board in providing a specialized review of our public road projects, it has become critical to find individuals with the skillset and knowledge necessary to serve in certain specified capacities on this board. Upon review of the requirements in the ordinance, it is provided:

"Insofar as possible, the city commission shall appoint members as follows:

- (1) One pedestrian advocate member*
- (2) One member with a mobility or vision impairment*
- (3) One member with traffic-focused education and/or experience*
- (4) One bicycle advocate member*
- (5) One member with urban planning, architecture or design education and/or experience; and*
- (6) Two members at large from different geographical areas of the city.*

Board members shall be electors or property owners in the city."

Certain skillsets have been difficult to obtain given the stipulations of the requirements for the composition of the MMTB. In reviewing other boards with specialized requirements for membership such as the Housing Board of Appeals or Public Arts Board, the requirements for membership are not restricted entirely to *"electors or property owners in the city."* For example, the Housing Board of Appeals has the following criteria for membership and appointment, which allows all members to be non-residents if they meet these requirements:

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

The criteria for membership to the Public Arts Board provides:

At least four members of the public arts board shall be residents of the city. The remaining members and ex-officio members may or may not be residents of the city.

In so far as possible, the members shall represent a major cultural institution such as Cranbrook Academy and/or the Detroit Institute of Arts, the Birmingham/Bloomfield Arts Council (BBAC), a registered architect of the state, an artist, an art historian and an art consultant. Members of the public arts board may also be members of the design review board, the historic district commission, the parks and recreation board or the planning board.

As precedent has already been established for non-resident members based on specialized education or experience, I believe a similar type of consideration should be given to the composition of the MMTB to ensure we are able to maintain the required expertise on this board. For example, the board could maintain a majority of electors or property owners in the city, but allow 2 members to be appointed for their specific education and experience regardless of their residency. This would allow for a broader pool of applicants that meet the intended skillsets required.

At the present time, we have two applicants that have submitted interest in the current board openings which will be considered in October. This issue may resolve itself in the short term, however, going forward the added flexibility in meeting the desired skillsets may prove beneficial and doesn't eliminate the ability for all members to be electors or property owners.

I have prepared the attached ordinance amendment for consideration by the City Commission should you wish to proceed in this manner.

Suggested Action:

To adopt a resolution amending Part II of the City Code, Chapter 110 Transportation Systems, Article II, Multi-Modal Transportation Board, Section 110-26 Composition to allow up to two members to serve without being an elector or property owner in the City based on their qualifications.

Or

To reject a resolution amending Part II of the City Code, Chapter 110 Transportation Systems, Article II, Multi-Modal Transportation Board, Section 110-26 Composition to allow up to two members to serve without being an elector or property owner in the City based on their qualifications.

CITY OF BIRMINGHAM

ORDINANCE NO. _____

AN ORDINANCE TO AMEND PART II OF THE CITY CODE, CHAPTER 110 TRANSPORTATION SYSTEMS, ARTICLE II, MULTI-MODAL TRANSPORTATION BOARD, SECTION 110-26 COMPOSITION.

THE CITY OF BIRMINGHAM ORDAINS:

Part II of the City Code, Chapter 110 Transportation Systems, Article II. Multi-Modal Transportation Board, Section 110-26 shall be amended, as follows:

“Section 110-26. – Composition.

The multi-modal transportation board shall consist of nonvoting ex officio members and seven members appointed by the city commission. The nonvoting ex officio members shall be appointed by the city manager. They may include the city engineer, city planner, police chief, or their designated representative, or other representatives as the city manager deems appropriate. Insofar as possible, the city commission shall appoint members as follows:

- (1) One pedestrian advocate member;
- (2) One member with a mobility or vision impairment;
- (3) One member with traffic-focused education and/or experience;
- (4) One bicycle advocate member;
- (5) One member with urban planning, architecture or design education and/or experience; and
- (6) Two members at large ~~from living in~~ different geographical areas of the City.

At least five (5) Board members shall be electors or property owners in the City. The remaining Board members may or may not be electors or property owners in the City.

All other Sections of Chapter 110 Transportation Systems shall remain unaffected.

Ordained this _____ day of _____, 2016. Effective upon publication.

Rackeline J. Hoff, Mayor

Laura M. Pierce, City Clerk

I, Laura M. Pierce, City Clerk of the City of Birmingham, do hereby certify that the foregoing ordinance was passed by the Commission of the City of Birmingham, Michigan at a regular meeting held _____, 2016 and that a summary was published _____, 2016.

Laura M. Pierce, City Clerk



Laura Pierce <lpierce@bhamgov.org>

Handicapped parking in Birmingham.

1 message

Margaret Betts <nightowlmaggiez@att.net>

Wed, Aug 31, 2016 at 5:19 PM

Reply-To: Margaret Betts <nightowlmaggiez@att.net>

To: Laura Pierce <lpierce@bhamgov.org>, "Com. Rackeline Hoff" <rackyhoff@hotmail.com>, Jay Grossman <jgrossma@hometownlife.com>, Joe Valentine <jvalentine@bhamgov.org>, Traffic&S Gerry Dreer <thebrassring1@aol.com>, Sheila Brice <sheilabrice3@gmail.com>, Mark Clemence <mclemence@bhamgov.org>, Dennis Morse <dennismorse@yahoo.com>, Ken Conrad <kenconr@msn.com>, Patty Betts <andrewcharles1@juno.com>

Dear Laura, I would like this to go into the agenda and to all the Commissioners and City employees involved in the decision making for handicapped parking in our City. I barely got into reading the article in the Eagle and had to stop I was so incensed. I have a handicap sticker. I have it because I can't walk any distance without having to stop and rest. Even a small flight of stairs. Mr. O'Meara is suggesting putting handicappers in the structures? Great! Where did that idea come from? You're putting the people who most need easy access in the most difficult place to park and get out of! That just doesn't make any sense! I will stop for now before I lose my civility and I haven't even finished reading the article! Sincerely, Margaret Betts. 1692 Washington Blvd. Birmingham, Mi. [248-647-0214](tel:248-647-0214).

birminghammarge.blogspot.com ~

Love people for whom they are, not for what you want them to be. ~ There have been many terrible things in my life but most of them never happened ~ Margaret ~ Good judgment comes from experience, experience comes from bad judgment. ~ Margaret Atwood ~

Handicapped parking in Birmingham.

Joe Valentine <jvalentine@bhamgov.org>

Thu, Sep 8, 2016 at 5:04 PM

To: Margaret Betts <nightowlmaggiez@att.net>

Cc: Laura Pierce <lpierce@bhamgov.org>, "Com. Rackeline Hoff" <rackyhoff@hotmail.com>, Jay Grossman <jgrossma@hometownlife.com>, Traffic&S Gerry Dreer <thebrassring1@aol.com>, Sheila Brice <sheilabrice3@gmail.com>, Mark Clemence <mclemence@bhamgov.org>, Dennis Morse <dennismorse@yahoo.com>, Ken Conrad <kenconr@msn.com>, Patty Betts <andrewcharles1@juno.com>

Margaret,

Thank you for sharing your concerns regarding accessible parking in Birmingham. I recognize the forthcoming accessible parking policy has caused some concern and confusion regarding its implementation. Please know that the new policy will add approximately 70 dedicated accessible parking spaces on the street for those with the required permits. There is not an effort to relocate those with accessible parking permits into the parking structures. Those that hold an accessible parking permit will be able to park in any of the new dedicated on-street spaces, as well as, any other space on the street.

I hope you find this information helpful in addressing your concern.

Best Regards,
Joe Valentine

On Wed, Aug 31, 2016 at 5:19 PM, Margaret Betts <nightowlmaggiez@att.net> wrote:

Dear Laura, I would like this to go into the agenda and to all the Commissioners and City employees involved in the decision making for handicapped parking in our City. I barely got into reading the article in the Eagle and had to stop I was so incensed. I have a handicap sticker. I have it because I can't walk any distance without having to stop and rest. Even a small flight of stairs. Mr. O'Meara is suggesting putting handicappers in the structures? Great! Where did that idea come from? You're putting the people who most need easy access in the most difficult place to park and get out of! That just doesn't make any sense! I will stop for now before I lose my civility and I haven't even finished reading the article! Sincerely, Margaret Betts. 1692 Washington Blvd. Birmingham, Mi. [248-647-0214](tel:248-647-0214).

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Joseph A. Valentine
City Manager
City of Birmingham
151 Martin Street
Birmingham, MI 48009
(248) 530-1809 Office Direct
(248) 530-1109 Fax
jvalentine@bhamgov.org
Twitter: @JoeValentine151

To get the latest information regarding the City of Birmingham, please sign up for our communication tools by clicking here www.bit.ly/bhamnews.



NOTICE OF INTENTION TO APPOINT TO BOARD OF ZONING APPEALS

At the regular meeting of Monday, October 10, 2016 the Birmingham City Commission intends to appoint two regular members to the Board of Zoning Appeals to serve three-year terms to expire October 10, 2019.

Interested parties may recommend others or themselves for these positions by submitting a form available from the city clerk's office. Applications must be submitted to the city clerk's office on or before noon on Wednesday, October 5, 2016. Applications will appear in the public agenda at which time the commission will discuss recommendations, and may make nominations and vote on appointments.

Duties of Board

The Board of Zoning Appeals acts on questions arising from the administration of the zoning ordinance, including the interpretation of the zoning map. The board hears and decides appeals from and reviews any order, requirement, decision or determination made by the building official.

Criteria/Qualifications of Open Position	Date Applications Due (by noon)	Date of Interview
Members shall be property owners of record and registered voters.	10/5/16	10/10/16

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.



BOARD OF ZONING APPEALS

Chapter 126 – Section 126-671 – Seven Members – Three Year Terms
Requirements – Property owners of record and registered voter

The Board of Zoning Appeals acts on questions arising from the administration of the zoning ordinance, including the interpretation of the zoning map. The board hears and decides appeals from and reviews any order, requirement, decision or determination made by the building official.

Last Name Home Address	First Name	Home Business E-Mail	Appointed	Term Expires
Canvasser 369 Kimberly	Jason	(248) 231-9972 <i>jcanvasser@clarkhill.com</i>	11/23/2015 alternate	2/17/2017
Grove 584 Rivenoak	Cynthia	(248) 760-6219 <i>cvgrove@comcast.net</i>	2/14/2011 Alternate	2/17/2017
Hart 2051 Villa	Kevin	(248) 4967363 <i>khartassociates@aol.com</i>	2/27/2012 (served as an alternate 2/27/12 - 10/13/14)	10/10/2017
Jones 1701 Winthrop Lane	Jeffery R.	(248) 433-1127 <i>j_rjones@sbcglobal.net</i>	6/12/2006	10/10/2016
Judd 1592 Redding	A. Randolph	(248)396-5788 (248) 396-5788 <i>arjudd@comcast.net</i>	11/13/1995 Attorney	10/10/2017
Lillie 496 S. Glenhurst	Charles	(248) 642-6881 (248) 642-5770 <i>clillie@monaghanpc.com</i>	1/9/1984 Attorney	10/10/2016

Last Name Home Address	First Name	Home Business E-Mail	Appointed	Term Expires
Lyon 1498 Yosemite	Peter	(248) 646-9337 (313) 805-5745	11/15/2002 Engineer	10/10/2017
Miller 544 Brookside	John	(248) 703-9384 <i>feymiller@comcast.net</i>	1/23/2012 (Served as alternate 01/11/10- 01/23/12)	10/10/2018
Morganroth 631 Ann	Erik	(248) 762-9822 <i>emorganroth@comcast.net</i>	10/12/2015	10/10/2018



August 24th, 2016

Laura Broski
City of Birmingham
151 Martin St.
Birmingham, MI 48012



Dear City of Birmingham,

As part of our ongoing efforts to keep you informed of changes that impact WOW! customers, I want to share an upcoming change in our policies.

WOW! has always been committed to protecting the environment, but now we're asking our customers to help support this effort by signing up for paperless billing.

Effective November 1, 2016, we will impose a Paper Statement Fee of \$1.00 per month for Internet customers who wish to continue receiving a paper statement. To avoid the Paper Statement Fee, customers have the option to sign up for WOW! paperless billing. To enroll in paperless billing, customers can simply visit the Billing Center section of WOW! Account Manager (wowway.net/myaccount).

Customers impacted by these changes will receive a notice, as well as instructions regarding how to enroll in paperless billing, in their September and October billing statement. Notices will also be placed on our website at wowway.com.

Thank you for your continued support and cooperation. If you have any questions, please contact me at 248-677-9030 or by email at Robert.DiNardo@wowinc.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert DiNardo".

Robert DiNardo
Family Guy, Coach, Chocolate Enthusiast
Vice President and General Manager of WOW! Michigan
WOW! Internet, Cable and Phone



STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

NOTICE OF HEARING
FOR THE GAS CUSTOMERS OF
CONSUMERS ENERGY COMPANY
CASE NO. U-17693-R

- Consumers Energy Company requests Michigan Public Service Commission approval to reconcile its gas cost recovery costs and revenues for the 12-month period of April 2015 through March 2016.
- The information below describes how a person may participate in this case.
- You may call or write Consumers Energy Company, One Energy Plaza, Jackson, Michigan 49201, (800) 477-5050 for a free copy of its application. Any person may review the documents at the offices of Consumers Energy Company.
- The first public hearing in this matter will be held:

DATE/TIME: Thursday, September 15, 2016, at 9:30 a.m.
This hearing will be a prehearing conference to set future hearing dates and decide other procedural matters.

BEFORE: Administrative Law Judge Suzanne D. Sonneborn

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 Consumers Energy Company's (Consumers Energy) June 30, 2016 application to reconcile its gas cost recovery (GCR) costs and revenues for the 12-month period April 2015 through March 2016. Consumers Energy has calculated that it has a total overrecovery for the 2015-2016 GCR period of \$1,977,111 million. The calculated amount reflects an overrecovery for the GCR period of \$356,644 plus accrued interest owed by Consumers Energy to customers for the GCR period of \$1,620,467.

INFORMATION ONLY

All documents filed in this case shall be submitted electronically through the Commission's E-Dockets website at: michigan.gov/mpscdockets. Requirements and instructions for filing can 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: mpscdockets@michigan.gov. If you require assistance prior to e-filing, contact Commission staff at (517) 284-8090 or by email at: mpscdockets@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 September 8, 2016. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon Consumers Energy's Legal Department - Regulatory Group, One Energy Plaza, Jackson, Michigan 49201.

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 Consumers Energy's request may be reviewed on the Commission's website at: michigan.gov/mpscdockets, and at the office of Consumers Energy 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.

The Utility Consumer Representation Fund has been created for the purpose of aiding in the representation of residential utility customers in 1982 P.A. 304 proceedings. Contact the Chairperson, Utility Consumer Participation Board, Department of Licensing and Regulatory Affairs, P.O. Box 30004, Lansing, Michigan 48909, for more information.

Jurisdiction is pursuant to 1909 PA 300, as amended, MCL 462.2 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.; 1982 PA 304, as amended, MCL 460.6h et seq.; and the Michigan Administrative Hearing System's Administrative Hearing Rules, 2015 AC, R 792.10401 et seq.

**THE MICHIGAN PUBLIC SERVICE COMMISSION MAY GRANT OR DENY
CONSUMERS ENERGY'S GAS COST RECOVERY RECONCILIATION AND
OTHER PROPOSALS IN WHOLE OR IN PART, AND MAY APPROVE LESSER
OR GREATER AMOUNTS THAN THOSE REQUESTED.**

**STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION
NOTICE OF HEARING
FOR THE NATURAL GAS CUSTOMERS OF
CONSUMERS ENERGY COMPANY
CASE NO. U-18124**

RECEIVED BY

SEP - 1 2016

**CITY CLERK'S OFFICE
CITY OF BIRMINGHAM**

- Consumers Energy Company is requesting approval from the Michigan Public Service Commission to increase its rates for the distribution of natural gas and other relief.
- **A TYPICAL RESIDENTIAL CUSTOMER WHO USES 95 Mcf (THOUSAND CUBIC FEET) OF NATURAL GAS PER YEAR MAY SEE AN INCREASE IN NATURAL GAS DISTRIBUTION COSTS OF APPROXIMATELY \$42.03 PER YEAR IF THE MICHIGAN PUBLIC SERVICE COMMISSION APPROVES THE REQUEST. IF THE PROPOSED INVESTMENT RECOVERY MECHANISM IS APPROVED, ADDITIONAL INCREMENTAL INCREASES WOULD OCCUR IN 2018 AND 2019.**
- The information below describes how a person may participate in this case.
- You may call or write Consumers Energy Company, One Energy Plaza, Jackson, Michigan 49201, (800) 477-5050 for a free copy of its application. Any person may review the documents at the offices of Consumers Energy Company.
- A public hearing in this matter will be held:

DATE/TIME: **Wednesday, September 14, 2016, at 9:00 a.m.**
This will be a prehearing conference to determine future hearing dates and other procedural matters.

BEFORE: Administrative Law Judge **Suzanne D. Sonneborn**

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 Consumers Energy Company's (Consumers Energy) August 1, 2016 application, which seeks Commission approval to: 1) adjust its retail natural gas rates to provide additional revenue of approximately \$90.483 million annually based on a projected calendar year 2017 test year; 2) adjust the Company's existing retail natural gas rates to produce a rate of return on common equity of not less than 10.60%; 3) utilize the depreciation rates approved in U-16938 unless new depreciation rates are approved in Case No. U-18127 before a final order in this case; 4) approve a Gas Revenue Decoupling Mechanism proposed by the Company in this case; 5) implement an Investment Recovery Mechanism as described in its filing; 6) grant accounting authorizations as described in the Company's filing; 7) modify the rates, rules, and regulations; and 8) grant further relief.

INFORMATION ONLY

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 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 September 7, 2016. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon Consumers Energy's Legal Department – Regulatory Group, Consumers Energy Company, One Energy Plaza, Jackson, Michigan 49201.

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.

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A copy of Consumers Energy's application may be reviewed on the Commission's website at: michigan.gov/mpscedockets, and at the office of Consumers Energy 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 300, as amended, MCL 462.2 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.; 1982 PA 304, as amended, MCL 460.6h et seq.; and the Michigan Administrative Hearing System's Administrative Hearing Rules, 2015 AC, R 792.10401 et seq.

CONSUMERS ENERGY COMPANY HAS REQUESTED THE INCREASES AND OTHER PROPOSALS DESCRIBED IN THIS NOTICE. THE MICHIGAN PUBLIC SERVICE COMMISSION MAY GRANT OR DENY THE REQUESTED INCREASES AND OTHER PROPOSALS, IN WHOLE OR IN PART, AND MAY GRANT LESSER OR GREATER INCREASES THAN THOSE REQUESTED, AND MAY AUTHORIZE A LESSER OR GREATER RATE FOR ANY CLASS OF SERVICE THAN THAT REQUEST.