



**CITY COMMISSION MEETING AGENDA
SEPTEMBER 26, 2016
7:30 PM**



Municipal Building, 151 Martin, Birmingham, MI 48009

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BIRMINGHAM CITY COMMISSION AGENDA
SEPTEMBER 26, 2016
MUNICIPAL BUILDING, 151 MARTIN
7:30 P.M.

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Rackeline J. Hoff, Mayor

II. ROLL CALL

Laura M. Pierce, City Clerk

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

Announcements:

- The Farmers Market continues on Sundays from 9:00 AM to 2:00 PM through October 23rd at the Municipal Parking Lot #6 on Old Woodward. For more information, visit www.enjoybirmingham.com or call 248.530.1200.
- The Birmingham Fire Department is hosting the annual Open House on Saturday, October 8th at the Adams Street Station, 572 S. Adams. The hours are 1:00 PM to 4:00 PM.
- The last day to register to vote in the November 8, 2016 General Election is Monday, October 11, 2016. City of Birmingham residents may register to vote at the Clerk's Office Monday through Friday from 8:00 AM to 5:00 PM, or at any branch office of the Michigan Secretary of State. There are some restrictions if you are registering to vote for the first time and wish to vote by Absentee Voter ballot. For more information, visit www.bhamgov.org/Clerk or call 248.530.1880 during regular business hours.

Appointments:

- A. Interviews for appointment to the Museum Board.
 - 1. James Cristbrook, 260 Martin
 - 2. James Cunningham, 380 N. Old Woodward, #300
- B. To appoint _____, as the business owner member, to the Museum Board to serve the remainder of a three-year term to expire July 5, 2019.
- C. Interviews for appointment to the Cablecasting Board.
 - 1. Melissa Varterasian, 774 Tottenham
- D. To appoint _____ to serve the remainder of a three-year term on the Cablecasting Board to expire March 30, 2017.
- E. 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 September 12, 2016.

- B. Approval of warrant list, including Automated Clearing House payments, of September 14, 2016 in the amount of \$861,278.76.
- C. Approval of warrant list, including Automated Clearing House payments, of September 21, 2016 in the amount of \$28,891,559.08.
- D. Resolution approving a request submitted by Lutheran Church of the Redeemer requesting permission to place a Nativity scene in Shain Park from November 23, 2016 to December 30, 2016, contingent upon compliance with all permit and insurance requirements and payment of all fees, and, further, pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event.
- E. Resolution authorizing the City Manager to cast a vote, on the City's behalf, for the two incumbent members of the Michigan Municipal League Liability and Property Pool Board of Directors for three year terms, beginning January 1, 2017.
- F. Resolution approving the Lighting Agreements with Essco of Birmingham, and Merrillwood Building, granting permission for the City for said lighting to be placed over Merrill Street during the 2016 holiday season, and further directing the Mayor to sign the agreement on behalf of the City.
- G. Resolution approving the Interlocal Agreement with the Oakland County Animal Shelter. Further, directing the Mayor and City Clerk to sign the agreement on behalf of the City.
- H. Resolution approving the purchase of 1700 sets of holiday lights from Winterland, Inc. for a total cost not to exceed \$15,895.00. Funds are available from the General Fund-Community Activities Operating Supplies account #101-441.004-729.0000 for this purchase.
- I. Resolution authorizing the Mayor to sign the 2016 Program Year Community Development Block Grant (CDBG) Subrecipient Agreement on behalf of the City.
- J. Resolution approving the installation of one model #D6626-1 bus shelter, purchased through account #401-901.020-971.0100 – Capital Projects, Bus Shelters, at the revised location approximately 120' east of the existing SMART bus stop near the corner of W. Maple and Pleasant on the south side of W. Maple.
- K. Resolution approving the federal funds in the amount of \$20,161.00 for the 2016 Emergency Management Performance Grant period of 10/1/2015 to 9/30/2016. Further, directing the Mayor to sign the agreement on behalf of the City.
- L. Resolution approving the contract for 2016-17 pavement marking handwork with Hart Pavement Striping Corporation in the amount of \$87,690.00 for combined fall 2016 and spring 2017 paintings; further authorizing and directing the mayor and city clerk to sign the contract on behalf of the city; further authorizing this budgeted expenditure from account number 202-303-001- 937.0200.
- M. Resolution extending the 2015 agreement with PK Contracting, Inc. for painting yellow centerline and white long line pavement markings in the amount of \$10,027.00 for spring 2017; further authorizing and directing the mayor and city clerk to sign the agreement on behalf of the city; further authorizing this budgeted expenditure from account number 202-303-001-937.0200.

V. UNFINISHED BUSINESS

- A. Resolution amending the Guidelines for Residential Permit Parking Request by replacing "Traffic and Safety Board" with "Multi-Model Transportation Board."
OR
Resolution amending the Guidelines for Residential Permit Parking Request by replacing "Traffic and Safety Board" with "Multi-Model Transportation Board" and including a new Section 8 that outlines the biennial review of all residential permit parking streets.
OR

Resolution amending the Guidelines for Residential Permit Parking Request by replacing "Traffic and Safety Board" with "Multi-Model Transportation Board" and including two new sections; Section 8 that outlines the biennial review of all residential permit parking streets and Section 9 that includes all new residential parking permit requests include a two hour time zone that is permit exempt.

VI. NEW BUSINESS

- A. Resolution approving the agreement with The Dailey Company for the Baldwin Public Library Adult Services Renovation described in Attachment A of the Request for Proposals, in the amount of \$1,152,100.00 from account #271-970.000-977.0000, and further directing the Mayor and City Clerk to sign the agreement on behalf of the City.
- B. Resolution authorizing the Mayor to sign the cost sharing agreement with Oakland County pertaining to the Local Road Improvement Matching Fund Pilot Program, and directing the Engineering Dept. to proceed with the patching and cape sealing of the specified segments of Webster Ave. and S. Worth St. in 2017.
- C. Resolution accepting the recommendation of the Advisory Parking Committee, and increasing the authorized number of monthly permits that can be sold at the temporary parking lot located at 35001 Woodward Ave. by 15, for a total of 55 monthly permits. All other terms will remain the same.
- D. Resolution accepting the recommendation of the Advisory Parking Committee, accepting the proposal from SP+ Parking to operate a valet assist program on the roof of the Park St. Parking Structure from approximately 9 AM to 6 PM on Tuesdays, Wednesdays, and Thursdays as dictated by demand, at an estimated cost of \$46,317, charged to account number 585-538.003-828.0100.
- E. Resolution awarding the a contract to PK Contracting, Inc. in the amount of \$12,905.00 for grinding existing pavement markings and installing new continental crosswalks at 24 intersection legs located on 10 streets; further authorizing the Mayor and City Clerk to sign the agreement on behalf of the city; further authorizing this expenditure to Major Streets Traffic Controls Contract Lane Painting account #202-303.001-937.0200; and further approving the appropriations and budget amendment as follows:
Major Street Fund
Revenues:

Draw from Fund Balance	#202-000.000-400.0000	\$12,905.00
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Expenditures:

Traffic Controls Contract Lane Painting	#202-303.001-937.0200	\$12,905.00
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- F. Resolution to meet in closed session to review pending litigation regarding Wolf vs City of Birmingham pursuant to Section 8(e) of the Open Meetings Act.
- G. Resolution to meet in closed session to discuss an attorney/client privilege communication in accordance with Section 8(h) of the Open Meetings Act.

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

VII. REMOVED FROM CONSENT AGENDA

VIII. COMMUNICATIONS

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

X. REPORTS

- A. Commissioner Reports
 - 1. Notice of Intention to appoint two members to the Multi-Modal Transportation Board 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 MUSEUM BOARD

At the regular meeting of Monday, July 11, 2016, the Birmingham City Commission intends to appoint two members to the Museum Board to serve three-year terms to expire July 5, 2019.

Interested parties may submit an application available from the city clerk's office on or before noon on Wednesday, July 6, 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 appointments.

Board Duties

The Museum Board is charged with collecting, arranging, cataloguing and preserving historical material. The board may locate and erect plaques or markers at historic sites, buildings or properties in the City of Birmingham with the consent of the owner or owners of any such property and subject to the approval of the city commission with respect to properties that, in the opinion of the board, have historic significance. Further, the board shall have the power to develop, operate and maintain the Allen House as a museum and to exercise authority, control and management over the Hunter House and John West Hunter Memorial Park.

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.

Applicant(s) Presented For City Commission Consideration:

Applicant Name	Criteria/Qualifications <ul style="list-style-type: none"> One member shall be the owner of a business located in the City.
James Cristbrook	260 Martin Co-owner of Shain Park Realtors, Property Management and Estate Sales
James Cunningham	380 N. Old Woodward, #300 Shareholder of Williams, Williams, Rattner & Plunkett, P.C.

SUGGESTED RESOLUTION:

To appoint _____, as the business owner member, to the Museum Board to serve the remainder of a three-year term to expire July 5, 2019.



MUSEUM BOARD

Chapter 62 - Section 62-26

Terms - Three years - expiring first Monday in July

Seven Members: Six are electors and appointed by city commission
One is owner of a business and appointed by the city manager

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Last Name	First Name	Home Business E-Mail	Appointed	Term Expires
Carman	Nayri	(248) 723-3301	2/8/2016	12/31/2016
1443 South Bates		<i>nayricarmal@gmail.com</i>	Student Representative	
Dixon	Russell	(248) 642-2314	11/24/2003	7/5/2018
1460 Bennaville		<i>russswdixon@aol.com</i>	Historical Society Member	
Keefer	Judith	(248) 249-0996	7/11/2016	7/5/2019
505 E. Lincoln, #4		<i>jlw2014@gmail.com</i>		
Krizanic	Tina	(248) 644-2124	1/26/2015	7/5/2018
2450 Northlawn Blvd		<i>tkrizanic8@gmail.com</i>	Historical Society Member	

BIRMINGHAM HISTORICAL MUSEUM & PARK, 556 West Maple, Birmingham, MI 48009
phone: 248.530.1928 fax: 248.530.1685 www.bhamgov.org/museum
Leslie Pielack, Museum Director: lpielack@ci.birmingham.mi.us

Last Name Home Address	First Name	Home Business E-Mail	Appointed	Term Expires
Logue 2010 Buckingham	Marty	(248) 649-4921 <i>gtfferos@comcast.net</i>	9/26/2011 Historical Society Member	7/5/2017
Maricak 1040 Chapin	Gretchen	(248) 821-8708 <i>gmaricak106189mi@comcast.net</i>	1/23/2012	7/5/2017
Rosso 355 Columbia	Caitlin	2482294227 <i>caitlinrosso@maxbroock.com</i>	9/21/2015 Historical Society Member	7/5/2017
VACANT			Business owner member	7/5/2019

BIRMINGHAM HISTORICAL MUSEUM & PARK, 556 West Maple, Birmingham, MI 48009
 phone: 248.530.1928 fax: 248.530.1685 www.bhamgov.org/museum
 Leslie Pielack, Museum Director: lpielack@ci.birmingham.mi.us

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 The Birmingham Museum Advisory Board
Name James Cristbrook Phone 248.417.7681
Residential Address 615 Yarboro Drive Email james@shainpark.com
Residential City, Zip Bloomfield Hills 48304 Length of Residence 15 years
Business Address 260 Martin Street Occupation REALTOR / Owner
Business City, Zip Birmingham 48009

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

Experience on boards and commissions at Cranbrook. Director of Education for Coldwell Banker (Former). Public speaker and motivational mentor/speaker. Co-owner of Shain Park, REALTORS, Property Management and Estate Sales

List your related employment experience

Real Estate Sales & Education - Selling our community & history

List your related community activities

Volunteer and fundraiser on many boards and organizations

List your related educational experience

History major in 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? No

James Cristbrook
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

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(Please print clearly)

Board/Committee of Interest Birmingham Museum Board

Name James P. Cunningham

Phone 248 642-0333

Residential Address 6079 Snowshoe Circle

Email jpc@wwrplaw.com

Residential City, Zip Bloomfield Hills, Mi. 48301

Length of Residence 8 yrs

Business Address 380 N. Old Woodward, Suite 300

Occupation Attorney

Business City, Zip Birmingham, Mi 48009

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

My interest in local history, 40 years living in this community, Navy Veteran, plus other board of director experience. **Shareholder (owner) of Williams, Williams, Rattner & Plunkett, P.C**

List your related employment experience Over 30 years as an attorney in private practice in and about Oakland County.

List your related community activities Board of Trustees, Chas. H. Wright Museum, Detroit; Chair, Oakland County Bar Asso. Veteran's Committee; Past President, Oakland County Bar Asso.

List your related educational experience B.A. Brown University, Prov. R.I. 1972; Detroit College of Law (now MSU School of Law), 1980.

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

No.

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

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

Signature of Applicant

Date

Sept 2, 2016



NOTICE OF INTENTION TO APPOINT TO THE CABLECASTING BOARD

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

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

Duties of the Cablecasting Board

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

Applicant(s) Presented For City Commission Consideration:

Applicant Name	Criteria/Qualifications
	Must be a resident of Birmingham
Melissa Varterasian	Resident, 774 Tottenham

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

SUGGESTED ACTION:

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



CABLECASTING BOARD

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

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

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

For Cable Inquires:

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

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

For Cable Inquires:

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



OFFICE USE ONLY	
Meets Requirements?	<input checked="" type="radio"/> Yes <input type="radio"/> No
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).

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(Please print clearly)

Board/Committee of Interest Cablecasting Board
Name Melissa Varterasian Phone 248-990-2429
Residential Address 774 Tottenham Email Mvarterasian@att.net
Residential City, Zip Birmingham, 48009 Length of Residence 20 years
Business Address Detroit Occupation Marketing Manager
Business City, Zip 48202

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

- 1) Developed satellite and Webinar content, oversaw delivery to media channels.
 - 2) Organized research efforts to deliver needed content to target audiences.
 - 3) Advocated for customers, but ensured overall profitability targets were met.
- List your related employment experience
15 years.

List your related community activities

website design for Leader Dogs for the Blind.

List your related educational experience
1) Bachelor's degree in Marketing with minor in Journalism, (CMU)
2) Professional education in Protecting Information Assets, Careful Communications, and Records & Information Management

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.

Melissa Varterasian
Signature of Applicant

9-8-16
Date

BIRMINGHAM CITY COMMISSION MINUTES
SEPTEMBER 12, 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 7:31 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, DPS Director Wood, City Engineer O'Meara, Police Chief Clemence, Police Commander Grewe, City Planner Ecker, Finance Director Gerber

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

**09-269-16 APPOINTMENT TO THE
AD HOC BIRMINGHAM BRAND DEVELOPMENT COMMITTEE**

The Commission interviewed the following individuals for appointment to the Ad Hoc Birmingham Brand Development Committee.

1. James Iacobucci, 1563 Birmingham Blvd (not in attendance)
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
10. Danielle Todd, 1775 Maryland Blvd

The Commission discussed potentially adding two alternate positions to the Committee, but agreed that with the condensed timeframe, there would be no need for alternates.

MOTION: Motion by Bordman:

To appoint Danny Fellin, 1090 Puritan to serve on the Ad Hoc Birmingham Brand Development Committee as the member from different neighborhoods in the City.

MOTION: Motion by Nickita:

To appoint Peter Hollinshead, 590 Lakeview to serve on the Ad Hoc Birmingham Brand Development Committee as the member from different neighborhoods in the City.

MOTION: Motion by DeWeese:

To appoint Celeste Hofley, 443 Wellesley to serve on the Ad Hoc Birmingham Brand Development Committee as the member from different neighborhoods in the City.

MOTION: Motion by Sherman:

To appoint Debbie Spencer, 1067 Wakefield to serve on the Ad Hoc Birmingham Brand Development Committee as the member from different neighborhoods in the City.

VOTE ON NOMINATION OF FELLIN:

Yeas, 4 (Bordman, Boutros, Hoff, Sherman)

Absent, None

VOTE ON NOMINATION OF HOLLINSHEAD:

Yeas, 4 (Boutros, DeWeese, Harris, Nickita)

Absent, None

VOTE ON NOMINATION OF HOFLEY:

Yeas, 4 (DeWeese, Harris, Hoff, Nickita)

Absent, None

VOTE ON NOMINATION OF SPENCER:

Yeas, 3 (Bordman, Boutros, Sherman)

Absent, None

Two positions are open and three individuals received the proper number of votes to be selected. Therefore, the Commission called for a re-vote.

VOTE ON NOMINATION OF FELLIN:

Yeas, 3 (Bordman, Hoff, Sherman)

Absent, None

VOTE ON NOMINATION OF HOLLINSHEAD:

Yeas, 4 (Boutros, DeWeese, Harris, Nickita)

Absent, None

VOTE ON NOMINATION OF HOFLEY:

Yeas, 4 (DeWeese, Harris, Hoff, Nickita)

Absent, None

VOTE ON NOMINATION OF SPENCER:

Yeas, 3 (Bordman, Boutros, Sherman)

Absent, None

Mr. Hollinshead and Ms. Hofley were appointed to the Committee.

MOTION: Motion by DeWeese, seconded by Bordman:

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

VOTE: Yeas, 7
 Nays, None
 Absent, None

**09-270-16 APPOINTMENT TO THE
 ADVISORY PARKING COMMITTEE**

MOTION: Motion by Boutros:

To appoint Lex Kuhne, 873 Watkins, to the Advisory Parking Committee, as the professional firm representative, to serve a three year term to expire September 4, 2019.

MOTION: Motion by Nickita:

To appoint Judith Paskiewicz, 560 Woodland, to the Advisory Parking Committee, as the resident member, to serve a three year term to expire September 4, 2019.

MOTION: Motion by Harris:

To appoint Gayle Champagne, 833 Hazel, to the Advisory Parking Committee, as the resident shopper member, to serve a three year term to expire September 4, 2019.

VOTE ON NOMINATION OF KUHNE:

 Yeas, 7
 Absent, None

VOTE ON NOMINATION OF PASKIEWICZ:

 Yeas, 7
 Absent, None

VOTE ON NOMINATION OF CHAMPAGNE:

 Yeas, 7
 Absent, None

**09-271-16 APPOINTMENT TO THE
 DESIGN REVIEW BOARD**

Dulce Fuller, 255 Pierce, was not in attendance to be interviewed.

The Commission discussed the alternate positions and requested staff to review the requirements and return to the Commission if changes are needed to allow for a non-incumbent to be appointed as an alternate.

MOTION: Motion by Nickita:

To appoint Natalia Dukas, 1352 Suffield, to serve a three-year term on the Design Review Board to expire September 25, 2019.

MOTION: Motion by Harris:

To appoint Michael Willoughby, 667 Greenwood, to serve a three-year term on the Design Review Board to expire September 25, 2019.

VOTE ON NOMINATION OF DUKAS:

Yeas, 7

Absent, None

VOTE ON NOMINATION OF WILLOUGHBY:

Yeas, 7

Absent, None

**09-272-16 APPOINTMENT TO THE
 HISTORIC DISTRICT COMMISSION**

Dulce Fuller, 255 Pierce, was not in attendance to be interviewed.

MOTION: Motion by Bordman:

To appoint Natalia Dukas, 1352 Suffield, to serve a three-year term on the Historic District Committee to expire September 25, 2019.

MOTION: Motion by Sherman:

To appoint Michael Willoughby, 667 Greenwood, to serve a three-year term on the Historic District Committee to expire September 25, 2019.

VOTE ON NOMINATION OF DUKAS:

Yeas, 7

Absent, None

VOTE ON NOMINATION OF WILLOUGHBY:

Yeas, 7

Absent, None

**09-273-16 APPOINTMENT TO THE
 PUBLIC ARTS BOARD**

MOTION: Motion by Boutros:

To appoint Mary Roberts, 2352 Buckingham, to the Public Arts Board to serve the remainder of a three-year term to expire January 28, 2019.

MOTION: Motion by Nickita:

To appoint Anne Ritchie, 1455 South Eton, to the Public Arts Board to serve the remainder of a three- year term to expire January 28, 2017.

VOTE ON NOMINATION OF ROBERTS:

Yeas, 7

Absent, None

VOTE ON NOMINATION OF RITCHIE:

Yeas, 7

Absent, None

The Clerk administered the oath to the appointed board members.

IV. CONSENT AGENDA

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

09-274-16 APPROVAL OF CONSENT AGENDA

MOTION: Motion by Sherman, seconded by DeWeese:

To approve the consent agenda as follows:

- 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.

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

	Commissioner Sherman
	Mayor Hoff
Nays,	None
Absent,	None
Abstention,	None

V. UNFINISHED BUSINESS

VI. NEW BUSINESS

09-275-16 PUBLIC HEARING TO CONSIDER ZONING ORDINANCE AMENDMENT

Mayor Hoff called the Public Hearing to consider amending Zoning Ordinance – Height Standards to order at 8:29 PM.

City Planner Ecker explained the request from Mr. LePage to do a roof deck as part of phase two of the district lofts building on South Eton. She explained that MX District prohibits user occupancy above a certain height and there is more control on the extra height for the mechanical equipment on the roof. She explained the ordinance amendment would allow a maximum overall height in the MX District, including mechanical and other equipment, shall be no more than 60 feet. This will bring the district in line with the other zone districts.

Rick Rattner, representing Mr. LePage, pointed out that emergency access to the roof and mechanical equipment will be improved.

The Mayor closed the Public Hearing at 8:36 PM.

MOTION: Motion by DeWeese, seconded by Bordman:

To adopt an ordinance amending Chapter 126, Zoning, Article 4, section 4.19, Height Standards, to increase the maximum height of buildings in the MX district.

VOTE: Yeas, 7
Nays, None
Absent, None

09-276-16 GUIDELINES FOR RESIDENTIAL PERMIT PARKING REQUEST

Police Commander Grewe explained the recommendation to amend the current guidelines for residential permit parking due to an increase in permit parking requests as well as an increase in the number of permitted streets. He reviewed the proposed changes which will include the current process in use where the petition is reviewed by the Multi-Modal Transportation Board for their recommendation prior to being considered by the City Commission. He noted that references to the Traffic and Safety Board were removed. He explained that the new review process would be added as well.

Commander Grewe explained that all residential permit parking passes are issued on a two year basis, which expires at the end of this year. As residents come in to renew their permits for the next two years, they would be issued a copy of the new guidelines in order to make everyone aware of the new process. During this two year timeframe, the Police Department would start a process to review the streets and identify any that may need a change or no longer needs residential permit parking. Those suggested changes would then be taken to the Multi-Modal

Transportation Board for their review and the residents of those streets would be notified of the meeting. The review of the streets would include identifying the parking demands around the area, checking the conditions in those restrictions to determine if they are the same as existed when the restrictions were in place, and determining if the current restrictions on the street are providing the desired results for the parking on the street.

The Commission asked clarification questions on the proposed review process. Commissioner DeWeese commented on the workload as the procedure would come together at one time and puts a big burden on the department. City Manager Valentine stated that the review would start a year prior to the expiration of that permit.

Commissioner Bordman expressed concern that permits were issued for a certain length of time and that timeframe is no longer necessary. The review should include an examination of the length of time each day the permit applies and the reviewers should be sensitive to the time constraints.

Mayor Hoff noted that the proposed process would put off the annual review for another two years. She expressed concern with the number of permits issued.

Commissioner Sherman commented that he would rather see an annual review until a policy is in place to give the Commission the ability to implement recommendations rather than having to wait multiple years before it occurs. He suggested looking at these in terms of health and safety rather than how they have been looked at in the past until we have guidelines in place. If it is a health and safety issue, it is appropriate. If it is not, maybe it is something that is not granted until the new guidelines are in place after the parking has been studied.

Mayor Pro Tem Nickita concurred. He questioned the mechanism in actually doing the review. He questioned if the streets would be surveyed over time to get credible data so the Multi-Modal Transportation Board can make a determination. The goal is to get them to understand the criteria, issues, concerns, the realities, and give the Commission strong recommendations that can be competently use to make a decision. He suggested the review process include a determination as to whether the same conditions exist, what are the restrictions, and what are the options. In addition, he questioned who will do the review and what their expertise is, will the department do the review or will a contractor be hired.

Commissioner Bordman suggested a profile be created for each permit as a record for why the permit was requested and the factual basis for the approval.

Commissioner Boutros stated that there are safety concerns and privacy for residents who cannot park in front of their house. The guidelines are a start, but he suggested professionals do the review with the parking enforcement. He stated that the congestion is very clear. He stated that it should be determined why the permit was issued, for how long, and what are the guidelines so far.

Police Chief Clemence explained that the proposed guidelines will give the Commission criteria, moving forward, that allows them to do the reviews. By doing this now, the City can put those who have had permits long term on notice that there could be changes down the road. He stated that this is the framework to give the Commission the ability to do those changes when the time comes.

Commissioner Harris commented that he likes the idea of using the proposal as a guide; however he is hesitant to implement it now because of the uncertainty of the chronology. He suggested waiting on it as the Ad Hoc Rail and Master Plan will be coming back. For existing applicants, there is an obligation to adhere to the 1999 policy.

Commissioner DeWeese suggested the policy be modified after the implementation period to a yearly evaluation process.

Commissioner Bordman suggested the review begin in 2017, and then start a two year review process after that. She commented that the Commission is supposed to be guiding the City in the aspect of parking. Mayor Hoff agreed the review should be done the end of 2017.

MOTION: Motion by Bordman, seconded by Harris:

To amend 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, with the change that the residential permits that expire in December, 2016 will be reviewed in 2017 and issued for a one year period, thereafter all permits will be issued for a two year period.

The Commission discussed the motion and the review process timeframe. Commissioner DeWeese commented that this will be disruptive for a lot of people and expressed his preference to have staff flush out the process more.

Jacob Deen, 1959 Haynes, questioned if the permits were to be issued for one year, would the administration fee be changed from \$8.00 to \$4.00.

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

MOTION FAILED

Commissioner Sherman suggested that this be sent back to staff for further review and return with a timeline that is doable, whether it is one or two years, based on the discussion. He noted that it will take a certain amount of time to review seventy-five streets to determine what is a reasonable timeframe to review the streets and build in there the time spent between the Ad Hoc Rail Committee, the Ad Hoc Parking Development Committee, and the master plan timeline. He stated that it is a significant issue and there is a problem with consecutive streets.

Mayor Pro Tem Nickita commented that it is about the logistics and reality of the job. He noted that additional items to be considered include how are we going to do this, who is going to do this, what is a realistic timeline, and how do we incorporate the insight that we are getting from the master plan process. He suggested this be brought back at the next meeting

**09-277-16 RESIDENTIAL PERMIT PARKING REQUEST
HAZEL ST BETWEEN SOUTH ETON AND COLUMBIA**

Police Commander Grewe explained that the petition was signed by 92% of the residents requesting residential permit parking, on both sides of Hazel Street between South Eton and Columbia, for all hours. Currently there is no parking from 7:00 AM – 4:00 PM. He explained that the complaint from the petitioners is that the street is typically full of parked vehicles from

employees and patrons of businesses along South Eton and residents and their guests have a difficult time parking near their houses. He noted that the Multi-Modal Transportation Board recommended approval of the request.

Ramain Fontanges, 1948 Hazel, distributed photos of the parking congestion to the Commission. He noted that it is often the same people and the same cars.

Mayor Hoff noted that Mr. LePage was going to implement measures at Griffin Claw to address the parking issue. Mr. Valentine confirmed that it is part of the Special Land Use Permit. Mayor Hoff suggested a conversation with Mr. LePage is in order.

Constance Romanelli, 1998 Hazel, noted that the issue is also the patrons of the Whistle Stop and Big Rock.

Ken Casida, 1842 Hazel, commented on the health and safety issue as there is only room for one car at a time if cars are parked on both sides of the street. He noted that the children on the street cannot see the moving cars.

Joe Battaglia, 1824 Hazel, stated that he cannot park in front of his own house because of the no parking signs. He noted that it is difficult to get into the street because of Griffin Claw patrons.

MOTION: Motion by DeWeese, seconded by Harris:

To approve 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, with the provision that this is under a one year review.

VOTE: Yeas, 7
Nays, None
Absent, None

**09-278-16 RESIDENTIAL PERMIT PARKING REQUEST
HAYNES ST BETWEEN SOUTH ETON AND COLUMBIA**

Police Commander Grewe explained that the petition was signed by 92% of the residents requesting residential permit parking on both sides of Haynes Street between South Eton and Columbia. He noted that there are no current parking restrictions. He explained that the complaint from the petitioners is that the street is typically full of parked vehicles from employees and patrons of the businesses along South Eton. He noted that the Multi-Modal Transportation Board recommended approval of the request.

Jacob Deen, 1959 Haynes, commented that the restrictions on Bowers Street are causing a spill over onto Haynes Street. He noted that he can barely pull out of the driveway.

Jerry Yaldoo, 1997 Haynes, stated that it is difficult to navigate the street and expressed concern with the safety of the children on the street.

MOTION: Motion by Sherman, seconded by DeWeese:

To approve 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, subject to a one year review.

Commissioner Sherman commented that the Commission is trying to balance the needs of the community as a whole. He noted that once there is a plan to resolve the issue, the parking restrictions may be taken away.

VOTE: Yeas, 7
 Nays, None
 Absent, None

**09-279-16 AD HOC RAIL DISTRICT COMMITTEE
 FUNDING REQUEST**

City Planner Ecker explained the funding request for a parking study. She noted that an inventory of the on-street and off-street parking in the entire district has been completed. She stated the parking study would state where staff should count, at what times, and what areas. She noted that it appears that there is an abundance of parking in the Rail District, but is not efficiently used. She noted that the funding would include a study of two intersections – Eton and Maple and South Eton at Bowers.

MOTION: Motion by Bordman, seconded by DeWeese:

To approve 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.

Ms. Ecker confirmed for Mayor Hoff that the contractor will state which areas should be studied and staff will count the cars.

VOTE: Yeas, 7
 Nays, None
 Absent, None

**09-280-16 MAPLE AND OLD WOODWARD RECONSTRUCTION PROJECT
 REQUEST FOR PROPOSALS (RFP) FOR REVIEW OF
 CONCEPTUAL PLANS**

City Planner Ecker explained that the downtown key streets are up for reconstruction next year. Staff has been working on preliminary concept plans for the area which involve streetscape, sidewalk, driving lanes, and parking. She stated that the City is now looking for an urban design professional to review the plans, critique them, make changes as needed, finalize them, hold a public meeting to present the concepts, and do renderings of key segments of the corridors.

Mayor Hoff expressed concern with the proposed timeframe. The Commission agreed with Mayor Hoff's concern.

Mayor Pro Tem Nickita pointed out that the design ideas and analysis that have already been done will be put into the discussion and synthesized by a competent urban design team that knows how to do this kind of thing. He noted that the amount of prep work done by the City will be helpful. He suggested that in order to get a competent grouping of submittals, this be pushed to the next Commission meeting. It will tighten the timeline, but has to be done. Commissioner Sherman agreed and noted that from the standpoint of workflow, it would be more difficult to respond to the RFP with the proposed timeline.

Ms. Ecker confirmed for Mayor Hoff that two public presentations, plus the open house would be required as part of the RFP.

Mayor Pro Tem Nickita suggested the streetscape standards and information on the pedestrian path and alley system be attached to the RFP.

MOTION: Motion by DeWeese, seconded by Boutros:

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, with the changes as addressed at the meeting.

VOTE: Yeas, 7
Nays, None
Absent, None

09-281-16 PERPETUAL CARE FUND INVESTMENT POLICY

Finance Director Gerber explained that the Perpetual Care Fund Investment Policy mimics a lot of what is in the City's General Investment Policy. He stated that it adds the investment of mutual funds. He noted that this takes off some of the short term limitations from the General Investment Policy and opens it up for longer term investing.

MOTION: Motion by Sherman, seconded by Boutros:

To adopt the Perpetual Care Fund Investment Policy for investment of the City's perpetual care funds as proposed by the Finance Director/Treasurer.

VOTE: Yeas, 7
Nays, None
Absent, None

09-282-16 COMPOSITION OF MULTI-MODAL TRANSPORTATION BOARD ORDINANCE AMENDMENT

City Manager Valentine explained that increased responsibilities, in terms of reviewing road projects, have been placed on the Board and most recently there have been a lack of quorum. In light of that, and the importance of the Board and its role in the community, he wanted to ensure the City was meeting the requirements of the positions that are outlined by the Board. He explained that the proposed ordinance allows for up to two members of the board to not be electors or property owners.

Commissioner DeWeese expressed support of the flexibility and suggested the need for alternate positions be considered.

MOTION: Motion by Nickita, seconded by Sherman:

To adopt 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.

Commissioner Bordman stated that she will not support the motion and expressed concern with allowing non-residents to influence the critical aspect of the City. Mayor Hoff stated that she shares the concerns.

Commissioner Boutros pointed out the value that an expert in the field would add to the Board.

In response to a question from Commissioner Harris, Mr. Valentine explained that the ordinance would not exclude the current applicants from consideration. It would allow the Commission the opportunity, that if someone else came with qualifications, they could also be considered.

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

VII. REMOVED FROM CONSENT AGENDA

VIII. COMMUNICATIONS

09-283-16 COMMUNICATIONS

The Commission received a communication from Margaret Betts regarding handicapped parking.

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

X. REPORTS

09-284-16 COMMISSIONER REPORTS

The Commission intends to appoint members to the Board of Zoning Appeals on October 10, 2016.

09-285-16 COMMISSIONER COMMENTS

Commissioner Harris on the library fundraiser at 220 Merrill Restaurant on Tuesday.

Mayor Hoff noted that four commissioners were going to the Michigan Municipal League conference this week.

XI. ADJOURN

The meeting adjourned at 10:55 PM

Laura M. Pierce
City Clerk

City of Birmingham
Warrant List Dated 09/14/2016

Meeting of 09/26/2016

Check Number	Early Release	Vendor #	Vendor	Amount
244854	*	000855	48TH DISTRICT COURT	500.00
244855	*	000855	48TH DISTRICT COURT	100.00
244856	*	000855	48TH DISTRICT COURT	100.00
244857	*	000855	48TH DISTRICT COURT	100.00
244858	*	006965	7UP DETROIT	231.80
244859		002284	ABEL ELECTRONICS INC	552.50
244860		007266	AETNA BEHAVIORAL HEALTH LLC	424.58
244862		007013	AHEAD USA LLC	747.57
244863		007787	ALLIED PLUMBING & SEWER	732.13
244864		007696	AMERICAN CLEANING COMPANY LLC	1,350.00
244865		003272	AMERICAN PLANNING ASSOC	500.00
244866		000282	APOLLO FIRE EQUIPMENT	304.30
244867	*	007033	APPLIED IMAGING	4,908.28
244868		002229	ART VAN FURNITURE	434.99
244869		007479	ASB DISTRIBUTORS	35.24
244870		004027	AUTOMATED BENEFIT SVCS INC	7,243.70
244871		003012	BATTERIES PLUS	62.34
244872		001103	BCI ADMINISTRATORS INC	795.00
244873	*	000517	BEIER HOWLETT P.C.	37,644.15
244874		007345	BEVERLY HILLS ACE	124.59
244875		007624	BIRMINGHAM OIL CHANGE CENTER, LLC	39.96
244876	*	008224	BOUCK CORPORATION	699.00
244877	*	008220	ADAM BOUSE	98.51
244878		008179	BUCCILLI GROUP, LLC	15,003.00
244880	*	006642	CHRISTOPHER J. WIETZKE	400.00
244881		000605	CINTAS CORPORATION	135.70
244882		008044	CLUB PROPHET	590.00
244883		004026	COFINITY	1,278.00
244884		MISC	COMBS ELECTRIC INC	215.00
244885	*	006641	COMCAST	114.35
244886	*	007625	COMCAST	57.18
244888	*	005074	COMFORT INN & SUITES	810.90
244889		004386	CYNERGY WIRELESS	1,863.60
244890		000177	DELWOOD SUPPLY	91.77
244891		006907	DENTEMAX, LLC	140.40
244892		007795	DG TECHNOLOGIES	1,457.00
244893		000186	JACK DOHENY SUPPLIES INC	444.42
244894		000565	DORNBOS SIGN & SAFETY INC	471.09
244895	*	008227	GWYNN DUFFEY	116.22
244896		007538	EGANIX, INC.	720.00
244898		007782	FIRE STATION SOFTWARE LLC	315.00
244899		007366	FIRST ADVANTAGE OCCUPATIONAL	30.00
244900		004604	GORDON FOOD	218.37

City of Birmingham
Warrant List Dated 09/14/2016

Meeting of 09/26/2016

Check Number	Early Release	Vendor #	Vendor	Amount
244901	*	007473	DONALD GRIER	295.92
244902		001531	GUNNERS METER & PARTS INC	140.00
244903		008069	HOLSBEKE CONSTRUCTION, INC.	1,650.00
244904		000948	HYDROCORP	1,315.00
244905		000342	INTERSTATE BATTERY SYSTEM	96.95
244906		003458	JOE'S AUTO PARTS, INC.	487.00
244908		004085	KONE INC	18,350.00
244909		001362	LACAL EQUIPMENT INC	555.60
244910	*	008172	MANPOWER	1,352.40
244911		001330	MANUS POWER MOWERS INC	87.85
244912	*	003133	MARIO MENDOZA	62.32
244913		008207	METAL MART U.S.A.	45.00
244914	*	004738	MGFOA	120.00
244916		001660	MICHIGAN CAT	1,774.30
244917	*	001783	MMTA	237.00
244918		007163	MOBILE HEALTH RESOURCES	2,148.18
244919		000972	MOORE MEDICAL LLC	1,957.66
244920		005986	MRWA	990.00
244921		001089	MUNICIPAL CODE CORP.	846.19
244922		007755	NETWORK SERVICES COMPANY	582.59
244923		003075	NORTH END ELECTRIC	471.41
244924		001864	NOWAK & FRAUS ENGINEERS	495.00
244925		006359	NYE UNIFORM COMPANY	3,306.60
244926	*	004755	OAKLAND CO FISCAL SVCS.41W	6,427.63
244927	*	000477	OAKLAND COUNTY	676,233.12
244928		004370	OCCUPATIONAL HEALTH CENTERS	44.00
244929		000481	OFFICE DEPOT INC	771.42
244931		002518	PITNEY BOWES INC	169.99
244932		007979	PRESIDIO INFRASTRUCTURE SOL. LLC	13,373.87
244933		004476	QUALITY FIRST AID AND SAFETY INC.	162.40
244934		006497	R.N.A. JANITORIAL, INC	2,210.00
244935		000286	RESIDEX LLC	612.50
244936		007336	REVIZE LLC	2,800.00
244938		006168	ROWERDINK, INC	316.08
244939		001952	RYDER TRANSPORATION SVCS INC	637.18
244941	*	002806	SAM'S CLUB/SYNCHRONY BANK	632.46
244942		000230	MIKE SAVOIE CHEVROLET INC	42.20
244943		003483	SHERWIN WILLIAMS COMPANY	69.70
244944		007142	SHERWIN-WILLIAMS COMPANY	18.69
244945		004202	SHRED-IT USA	258.59
244946		008073	SITEONE LANDSCAPE SUPPLY, INC	47.72
244947	*	003466	ALAN SOAVE	630.00
244948		005787	SOUTHEASTERN EQUIPMENT CO. INC	2,340.17

City of Birmingham
Warrant List Dated 09/14/2016

Meeting of 09/26/2016

Check Number	Early Release	Vendor #	Vendor	Amount
244949		000260	SPARTAN DISTRIBUTORS INC	307.89
244950		MISC	SPURLOCK, DEREK K	206.25
244951		004355	SYMETRA LIFE INSURANCE COMPANY	28,236.28
244952		000273	TERMINAL SUPPLY CO.	78.14
244953		007226	VALLEY CITY LINEN	42.35
244954	*	000158	VERIZON WIRELESS	151.77
244955	*	000158	VERIZON WIRELESS	946.31
244956		000969	VIGILANTE SECURITY INC	577.50
244957	*	001337	WILCOX BROS.	1,650.00
244958		007083	XEROX CORPORATION	673.44
244959		007083	XEROX CORPORATION	102.60
244960	*	006529	VANTAGEPOINT TRANSFER AGENTS	98.16
244961	*	007195	VANTAGEPOINT TRANSFER AGENTS-401	481.57
244962	*	001745	VANTAGEPOINT TRANSFER AGENTS-457	361.17
Sub Total Checks:				\$861,278.76
Sub Total ACH:				\$0.00
Grand Total:				\$861,278.76

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



Mark Gerber
Finance Director/ Treasurer

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

City of Birmingham
Warrant List Dated 09/21/2016

Meeting of 09/26/2016

Check Number	Early Release	Vendor #	Vendor	Amount
244963	*	000855	48TH DISTRICT COURT	100.00
244964	*	000855	48TH DISTRICT COURT	100.00
244965		002284	ABEL ELECTRONICS INC	425.00
244967		000394	AERO FILTER INC	1,150.00
244968		003708	AIRGAS GREAT LAKES	159.13
244969		004657	AKT PEERLESS	935.00
244970		007745	ALL COVERED	1,192.00
244971	*	MISC	ALLAN O MC CRAE	2,483.92
244972		005795	ALLIE BROTHERS, INC	1,231.76
244973		001206	AMERICAN MIDWEST PAINTING INC	5,850.00
244974		003272	AMERICAN PLANNING ASSOC	527.00
244975	*	MISC	ANDRE KING &	474.58
244976		MISC	ANDREA KANE	135.00
244977		007033	APPLIED IMAGING	602.74
244978		003946	ARAMARK	42.99
244979	*	006759	AT&T	181.14
244980	*	006759	AT&T	35.25
244981	*	006759	AT&T	41.24
244982	*	006759	AT&T	164.74
244983	*	006759	AT&T	885.06
244984	*	006759	AT&T	41.24
244985	*	006759	AT&T	81.66
244986	*	006759	AT&T	9.91
244987	*	007216	AT&T	105.00
244988		MISC	B'NAI B'RITH YOUTH ORGANIZATION, INC	100.00
244992	*	005214	THE BANK OF NEW YORK MELLON	2,436,342.50
244993		001282	BEAR PACKAGING & SUPPLY INC	703.80
244995		000518	BELL EQUIPMENT COMPANY	128.30
244996	*	000519	BELLE TIRE DISTRIBUTORS	329.95
244998		006683	BIRMINGHAM LAWN MAINTENANCE	22,850.00
244999		007624	BIRMINGHAM OIL CHANGE CENTER, LLC	51.96
245002		MISC	BLS PROPERTY MANAGEMENT CO	500.00
245003		000542	BLUE WATER INDUSTRIAL	31.50
245005	*	006177	BULLSEYE TELECOM	32.23
245006	*	005289	BUSINESS CARD	4,572.16
245007		004125	CANNON EQUIPMENT	2,475.20
245013		002067	CENTRAL PARKING SYSTEM	82.00
245014	*	007744	MOHAMED F. CHAMMAA	160.92
245015		000603	CHEMCO PRODUCTS INC	210.00
245016	*	007575	HANNAH CHUNG	74.75
245017		000605	CINTAS CORPORATION	47.80
245019	*	008006	CLEAR RATE COMMUNICATIONS, INC	1,283.13
245020		004188	COFFEE BREAK SERVICE, INC.	45.85

City of Birmingham
Warrant List Dated 09/21/2016

Meeting of 09/26/2016

Check Number	Early Release	Vendor #	Vendor	Amount
245021	*	003933	COMCAST	343.89
245022	*	000627	CONSUMERS ENERGY	3,982.49
245023	*	002668	CONTRACTORS CLOTHING CO	633.59
245024	*	005108	CORELOGIC TAX SERVICE	1,547.58
245025	*	005108	CORELOGIC TAX SERVICE	7,385.40
245026	*	005108	CORELOGIC TAX SERVICE	4,832.20
245027	*	005108	CORELOGIC TAX SERVICE	2,988.87
245028	*	005108	CORELOGIC TAX SERVICE	5,790.17
245029	*	005108	CORELOGIC TAX SERVICE	5,423.71
245030	*	005108	CORELOGIC TAX SERVICE	200.00
245031	*	005108	CORELOGIC TAX SERVICE	1,990.39
245032	*	005108	CORELOGIC TAX SERVICE	813.61
245033	*	005108	CORELOGIC TAX SERVICE	573.51
245034	*	005108	CORELOGIC TAX SERVICE	5,559.37
245035	*	005108	CORELOGIC TAX SERVICE	3,368.35
245036	*	005108	CORELOGIC TAX SERVICE	153.76
245037	*	005108	CORELOGIC TAX SERVICE	404.19
245038	*	005108	CORELOGIC TAX SERVICE	122.91
245039	*	005108	CORELOGIC TAX SERVICE	402.21
245040	*	005108	CORELOGIC TAX SERVICE	3,360.39
245041	*	005108	CORELOGIC TAX SERVICE	959.39
245042	*	005108	CORELOGIC TAX SERVICE	413.95
245043	*	005108	CORELOGIC TAX SERVICE	3,127.97
245044	*	005108	CORELOGIC TAX SERVICE	870.65
245045	*	005108	CORELOGIC TAX SERVICE	515.20
245046	*	005108	CORELOGIC TAX SERVICE	3,943.58
245047	*	005108	CORELOGIC TAX SERVICE	8,296.46
245048	*	005108	CORELOGIC TAX SERVICE	1,879.50
245049		002088	WM. CROOK FIRE PROTECTION CO.	1,300.00
245052		008005	DE LAGE LANDEN FINANCIAL SERVICES	173.75
245053		000956	DELTA TEMP INC	2,759.48
245055		007359	DETROIT CHEMICAL & PAPER SUPPLY	181.57
245056		MISC	DONALD MARKUS	180.00
245057	*	000179	DTE ENERGY	21,587.22
245060		001223	FAST SIGNS	25.00
245061		007314	FLEIS AND VANDENBRINK ENG. INC	6,995.50
245063		008190	GLASCO CORPORATION	920.00
245064		004604	GORDON FOOD	45.92
245065		002917	GOVERNMENT FINANCE OFFICERS ASSN	150.00
245066		003870	GREAT LAKES TURF, LLC	1,642.17
245067		001168	GREEK ISLANDS CONEY ISLAND	264.53
245069		007342	H2A ARCHITECTS, INC.	368.00
245070		000261	J.H. HART URBAN FORESTRY	37,699.85

City of Birmingham
Warrant List Dated 09/21/2016

Meeting of 09/26/2016

Check Number	Early Release	Vendor #	Vendor	Amount
245071		001672	HAYES GRINDING	30.50
245074		008069	HOLSBEKE CONSTRUCTION, INC.	50,750.00
245075	*	001307	JOSHUA HUSTED	320.28
245076		002407	J & B MEDICAL SUPPLY	280.84
245077	*	007973	J.B. CONTRACTORS INC.	138,189.20
245078		000344	J.T. EXPRESS, LTD.	6,257.00
245079	*	MISC	JANET A STENGER	11,495.46
245080		004391	JANSSEN REFRIGERATION CO., INC	1,839.78
245081		003823	JAY'S SEPTIC TANK SERVICE	330.00
245082		003366	JOE'S ARMY NAVY	143.03
245083		003458	JOE'S AUTO PARTS, INC.	232.72
245084		004088	KGM DISTRIBUTORS INC	327.00
245085		004085	KONE INC	1,953.95
245086		004904	KONICA MINOLTA-ALBIN	138.44
245087		005876	KROPF MECHANICAL SERVICE COMPANY	214.62
245088	*	005327	L-3 GCS	54.50
245090		008081	MARK LAWRY	387.76
245091	*	MISC	LERETA	16,987.91
245093		008158	LOGICALIS	10,000.00
245096		004484	MACOMB COMMUNITY COLLEGE	100.00
245097	*	008229	MIKE MANZO	75.79
245098		002076	MEMA	250.00
245100	*	007819	MICHIGAN STATE UNIVERSITY	850.00
245101		006461	MID AMERICA RINK SERVICES	674.00
245105		000462	MOTOR CITY FASTENER INC	45.08
245106		006289	NATIONAL ELEVATOR CONSULTANTS, INC.	3,600.00
245107		001194	NELSON BROTHERS SEWER	370.00
245108		001864	NOWAK & FRAUS ENGINEERS	33,607.92
245109		006359	NYE UNIFORM COMPANY	191.50
245111		000481	OFFICE DEPOT INC	64.20
245113		MISC	OXLEY, GEORGE K	76.67
245114	*	005794	PAETEC	723.53
245115		005688	PEGASUS ENTERTAINMENT	37.90
245116	*	001753	PEPSI COLA	280.56
245119		004672	PORT SUPPLY	119.94
245120		005733	POWER LINE SUPPLY	30.00
245121		006697	PROGRESSIVE IRRIGATION, INC	212.10
245122		001062	QUALITY COACH COLLISION LLC	940.00
245126		000493	ED RINKE CHEVROLET BUICK GMC	501.16
245127		001181	ROSE PEST SOLUTIONS	143.00
245128		006168	ROWERDINK, INC	212.12
245129		002556	CITY OF ROYAL OAK	177,121.07
245130		005759	SCENA ROOFING & SHEET METAL	615.00

City of Birmingham
Warrant List Dated 09/21/2016

Meeting of 09/26/2016

Check Number	Early Release	Vendor #	Vendor	Amount
245131		008020	SELLINGER ASSOCIATES	3,870.00
245133		007114	SHERWIN WILLIAMS COMPANY	24.58
245134		003785	SIGNS-N-DESIGNS INC	185.00
245135		000254	SOCRRA	69,616.00
245136	*	001097	SOCWA	267,852.44
245137		005787	SOUTHEASTERN EQUIPMENT CO. INC	2,254.28
245140		000260	SPARTAN DISTRIBUTORS INC	11,084.79
245141		005238	SUNTEL SERVICES	360.00
245142		001076	TAYLOR FREEZER OF MICH INC	325.00
245143		000941	TIME EMERGENCY EQUIPMENT	494.00
245144		005481	TRI-COUNTY INTL TRUCKS, INC.	623.38
245147		000293	VAN DYKE GAS CO.	91.08
245148	*	000158	VERIZON WIRELESS	90.12
245149	*	000158	VERIZON WIRELESS	361.67
245150		004334	VILLAGE CONEY	81.00
245152		001337	WILCOX BROS.	985.00
245154	*	003890	LAUREN WOOD	525.00
245155		000837	WOODWARD CAMERA INC	369.97
245156		007083	XEROX CORPORATION	121.90
245159	*	008233	CHERYL POLLACK	99.03
Sub Total Checks:				\$3,451,341.46
Sub Total ACH:				\$25,440,217.62
Grand Total:				\$28,891,559.08

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.

9/26/2016

City of Birmingham
ACH Warrant List Dated 9/21/2016

Vendor Name	Transfer Date	Transfer Amount
Birmingham Schools	9/16/2016	9,872,730.59
Oakland Couty Treasurer	9/16/2016	15,522,962.24
Automated Benefit Services, Inc.	9/19/2016	44,524.79
TOTAL		25,440,217.62



MEMORANDUM

City Clerk's Office

DATE: September 14, 2016

TO: Joseph A. Valentine, City Manager

FROM: Laura M. Pierce, City Clerk

SUBJECT: Special Event Request
Nativity Scene

Attached is a special event application submitted by Lutheran Church of the Redeemer requesting permission to place a Nativity scene in Shain Park from November 23, 2016 to December 30, 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 Nativity Scene.

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 submitted by Lutheran Church of the Redeemer requesting permission to place a Nativity scene in Shain Park from November 23, 2016 to December 30, 2016, contingent upon compliance with all permit and insurance requirements and payment of all fees, and, further, pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event.

16-00010758

**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 7/27/16

Name of Event 2016 Christmas Nativity Display

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

Display of Fiberglass Nativity scene
and wooden platform (picture on 8 b)

Location Shain Park

Date(s) of Event 11/23/16 → 12/30/16 Hours of Event all day

Date(s) of Set-up 11/23/16 Hours of Set-up 8:30 - 11:00 a.m.

Date(s) of Tear-down 12/30/16 Hours of Tear-down 9:00 - 11:00 a.m.

Organization Sponsoring Event Lutheran Church of the Redeemer

Organization Address 1800 W. Maple Rd. Birmingham 48009

Organization Phone 248-644-4010

Contact Person Gary Priskorn

Contact Phone 248-644-4010 Ext. 123

Contact Email gpriskorn@redeemerbirmingham.org

II. EVENT INFORMATION

1. Organization Type not for profit - church
(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.)

Our Shepherd Lutheran Church 2225 E. 14 Mile, B'ham 48009 David Priskorn
Ascension of Christ Luth. Church 16935 W. 14 Mile Beverly Hills 48025 Chuck Jackson
646-6100 (24h)
885-4101 (24h)

3. Is the event a fundraiser? ☐ YES ☒ NO

List beneficiary _____

List expected income _____

Attach information about the beneficiary.

4. First time event in Birmingham? ☐ YES ☒ NO

If no, describe this display has been set up in Shain Park
annually since 2005

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

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? None

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

Describe periodic inspections for damage and burned out lights

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 18" x 48" attached to front of platform

Submit a photo/drawing of the sign(s). A sign permit is required. page 8a, 8b

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

- Peddler/vendor permits must be submitted to the Clerk's Office, at least two weeks prior to the event.
- All food/beverage vendors must have Oakland County Health Department approval.
- Attach copy of Health Dept approval.
- There is a \$50.00 application fee for all vendors and peddlers, in addition to the \$10.00 daily fee, per location. A background check must be submitted for each employee participating at the event.

LIST OF VENDORS/PEDDLERS

(attach additional sheet if necessary)

N/A

VENDOR 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) A	___ # 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)		
Portable Toilets		
Rides		
Displays		
Vendors		
Temporary Structure (must attach a photo)		
Other (describe)		

A 1 electric outlet for lighting of display


SIGNATURE OF APPLICANT REQUIRED

EVENT NAME 2016 Christmas Nativity Display

EVENT DATE Nov. 23 - Dec. 30, 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.

 7/27/16
Signature Date

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

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



LUTHERAN CHURCH OF THE REDEEMER

1800 West Maple Road, Birmingham, Michigan 48009

Phone: (248) 644-4010 Fax: (248) 644-1471

SPECIAL EVENT REQUEST NOTIFICATION LETTER

DATE: August 18, 2016
TO: Resident/Property Owner/Business Owner

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

EVENT INFORMATION

NAME OF EVENT: 2016 Christmas Nativity Display

LOCATION: Shain Park, Henrietta (east) side

DATES OF EVENT: 11/23 - 12/30/16

HOURS OF EVENT: 24 hrs/day

BRIEF DESCRIPTION OF EVENT: The display includes 6 fiberglass figures (Baby Jesus, Mary, Joseph and 3 shepherds) with signage that identifies the 3 Lutheran churches who lovingly share this Nativity scene with residents and visitors to the City of Birmingham

DATE AND HOURS OF SET-UP: 11/23/16 9-11 a.m.

DATE AND HOURS OF TEAR-DOWN: 12/30/16 9-11 a.m.

DATE OF CITY COMMISSION MEETING: September 26, 2016

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

EVENT ORGANIZER: Lutheran Church of the Redeemer**

ADDRESS: 1800 West Maple, Birmingham
48009

PHONE: 248-644-4010

** Jointly sponsored by Our Shepherd Lutheran Church, Birmingham, and Ascension of Christ Luth.Church, Beverly Hills

Rev. Randall J. Schlak
senior pastor

Rev. Cary M. Richert
Associate pastor

Mary Priskorn
Director of men's/senior
ministry

Chitty Sweitzer
Director of women's ministry

Nicole Olds
Director of children's ministry

Ashleigh Leeds
Minister of family life
outreach/confirmation

Steven SeGraves
Director of music

Joel Brockberg
Laura MacDonald
Directors of youth

Bethany Baker
Resident counselor

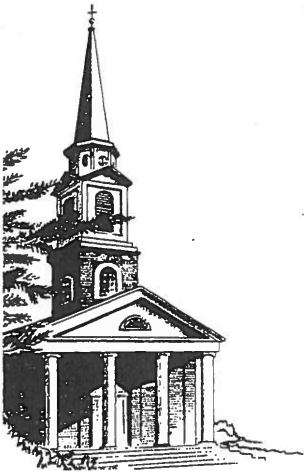
Rose Kiehle
Office manager

Sam Tyndall
Office assistant

Lisa Macks
Accountant

Fred Suczynski
Building manager

Rev. Duane T. Wuggazer
Pastor emeritus



LUTHERAN CHURCH OF THE REDEEMER

1800 West Maple Road, Birmingham, Michigan 48009

Phone: (248) 644-4010 Fax: (248) 644-1471

HOLD HARMLESS AGREEMENT

Rev. Randall J. Schlak
Senior pastor

Rev. Cary M. Richert
Associate pastor

Gary Priskorn
Director of men's/senior
ministry

Kitty Sweitzer
Director of women's ministry

Nicole Olds
Director of children's ministry

Ashleigh Leeds
Minister of family life
outreach/confirmation

Steven SeGraves
Director of music

Joel Brockberg
Laura MacDonald
Directors of youth

Bethany Baker
Resident counselor

Rose Kiehle
Office manager

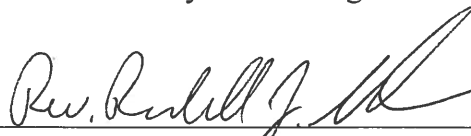
Pam Tyndall
Office assistant

Lisa Macks
Accountant

Fred Suczynski
Building manager

Rev. Duane T. Wuggazer
Pastor emeritus

"To the fullest extent permitted by law, Lutheran Church of the Redeemer and any entity or person for whom Lutheran Church of the Redeemer 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

7/27/16
Date

THIS NATIVITY DISPLAY IS LOVINGLY SHARED
WITH THE RESIDENTS OF BIRMINGHAM AND VISITORS BY:

ASCENSION OF CHRIST LUTHERAN CHURCH, BEVERLY HILLS
LUTHERAN CHURCH OF THE REDEEMER, BIRMINGHAM
OUR SHEPHERD LUTHERAN CHURCH, BIRMINGHAM

"I BRING YOU GOOD NEWS OF GREAT JOY THAT WILL BE FOR ALL PEOPLE"
LUKE 2

← 48" →

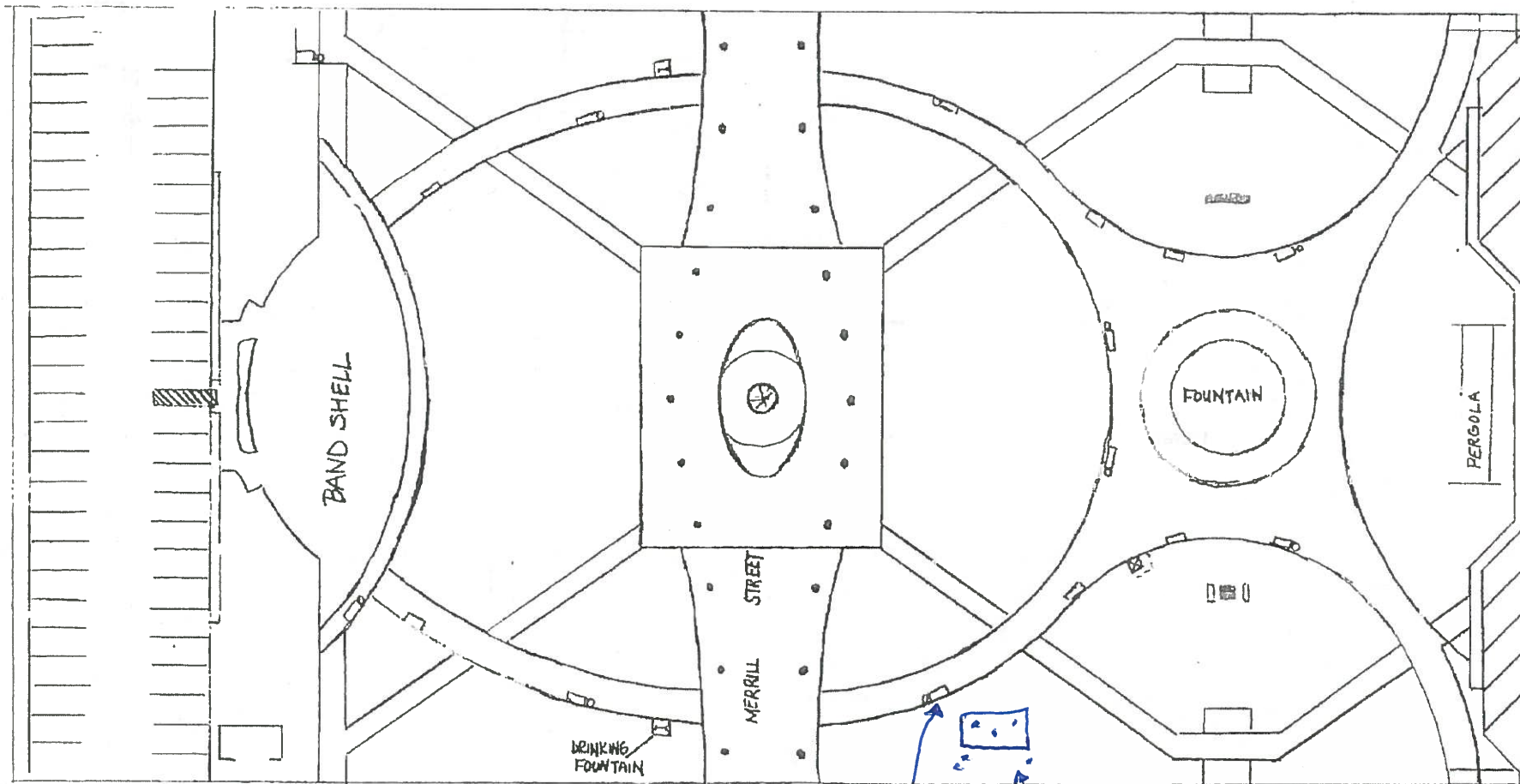
↑
18"
↓

Text for free-standing sign / attached to front of
wooden platform



This nativity display is lovingly donated
with the residents of Birmingham and written by:
Assistance of Christ Lutheran Church, Brentwood Hills
Lutheran Church of the Redeemer, Birmingham
Our Shepherd Lutheran Church, Birmingham
"I bring you good news of great joy for all people"
L. 2: 10

TOWNSEND STREET



HENRIETTA STREET

MARTIN STREET

Electrical outlet
6 pc. fiberglass display

DEPARTMENT APPROVALS

EVENT NAME CHRISTMAS NATIVITY DISPLAY

LICENSE NUMBER #16-00010758

COMMISSION HEARING DATE: AUG. 22, 2016

NOTE TO STAFF: Please submit approval by AUG. 8, 2016

DATE OF EVENT: 11/23 – 12/30/16

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			None	None	
FIRE 101-000.000-634.0004 248.530.1900		1. Cords, hoses, etc. shall be matted to prevent trip hazards. 2. Do Not obstruct fire hydrants or fire sprinkler connections on buildings	None	\$0	
POLICE 101-000.000.634.0003 248.530.1870	SG	On duty personnel to give extra patrol		\$0	
PUBLIC SERVICES 101-000.000-634.0002 248.530.1642	Carrie Laird 7/28/2016	NO STAKES DRIVEN INTO THE GROUND OF ANY TYPE TO HOLD DOWN NATIVITY SCENE. 2). DEPARTMENT REPRESENTATIVE NEEDS TO MEET WITH ORGANIZATION REPRESENTATIVE ON THE PLACEMENT OF THE NATIVITY SCENE, TO AVOID DAMAGE TO PROPERTY, ELECTRICAL, ETC.		0	
ENGINEERING 101-000.000.634.0002 248.530.1839	A.F.	No pavement damage allowed on sidewalks. Maintain pedestrian access on all sidewalks.	None	\$0	

INSURANCE 248.530.1807	CA		None	0	0
CLERK 101-000.000-614.0000 248.530.1803	LP	Notification letters mailed by applicant on 8/18/16. Notification addresses on file in the Clerk's Office. Evidence of required insurance on file with the Clerk's Office.	Applications for vendors license must be submitted no later than N/A	\$165 (pd)	
				TOTAL DEPOSIT REQUIRED 0	ACTUAL COST

FOR CLERK'S OFFICE USE

Deposit paid _____

Actual Cost _____

Due/Refund_____



MEMORANDUM

Office of the City Manager

DATE: September 16, 2016

TO: Joseph A. Valentine, City Manager

FROM: Joellen Haines, Assistant to the City Manager

SUBJECT: Michigan Municipal League Liability and Property Pool Board of Directors Election

The City of Birmingham is a member of the Michigan Municipal League Liability and Property Pool. The Michigan Municipal League is the state's leading provider of municipal workers' compensation and risk management services.

The Michigan Municipal League Liability and Property Pool is holding an election for this year's Board of Directors. Two of the Board's incumbent Directors have agreed to seek re-election. A brief biographical sketch of each candidate is attached for your review. The two incumbent Board members are:

Penny Hill, Assistant City Manager, Traverse City
Jean Stegeman, Mayor, City of Menominee

A resolution is required to authorize the City of Birmingham's vote to be cast for the above persons to serve as Directors of the Michigan Municipal League Liability and Property Pool Board. These two incumbents are the only two candidates seeking re-election to this Board.

SUGGESTED RESOLUTION:

To authorize the City Manager to cast a vote, on the City's behalf, for the two incumbent members of the Michigan Municipal League Liability and Property Pool Board of Directors for three year terms, beginning January 1, 2017.



michigan municipal league

Liability & Property Pool

1675 Green Road
Ann Arbor, MI 48105

TEL 734.662.3246 800.653.2483
FAX 734.662.8083
WEB www.mml.org

to	Members of the MML Liability and Property Pool	from	Michael J. Forster, Pool Administrator
cc		date	September 12, 2016
		subject	2017 Pool Director Election

Dear Pool Member:

Enclosed is your ballot for this year's Board of Directors election. Two (2) incumbent Directors have agreed to seek re-election. You also may write in one or more candidates if you wish.

A brief biographical sketch of each candidate is provided for your review.

I hope you will affirm the work of the Nominating Committee by returning your completed ballot in the enclosed return envelope, no later than November 8. You may also submit your ballot online by going to www.mml.org. Click on *Insurance*, then *Liability and Property Pool*; the official ballot is located in the left navigation bar under *Online Forms*.

The MML Liability & Property Pool is owned and controlled by its members. Your comments and suggestions on how we can serve you better are very much appreciated. Thank you again for your membership in the Pool, and for participating in the election of your governing board.

Sincerely,

Michael J. Forster
Pool Administrator

mforster@mml.org

BIRMINGHAM

SEP 14 2016

CITY MANAGER'S OFFICE

THE CANDIDATES

Three-year terms beginning January 1, 2017



Penny Hill, Assistant City Manager, Traverse City

Penny has been a municipal government official since 1988, serving at various times as Clerk, Treasurer, and Manager. She currently serves as Traverse City's Assistant Manager. Penny is an active member of the Michigan Municipal League, having served on its Board of Directors, and as Vice-Chairperson of Region 6. Penny is also an active member of the Michigan Municipal Executives (formerly Michigan Local Government Manager's Association), serving as its President in 2013. She is a member of the Board of Directors for the Grand Traverse Regional Community Foundation. Penny is seeking re-election to her fourth term as director.



Jean Stegeman, Mayor, City of Menominee

Jean has more than six years of experience as a municipal official, currently serving as Mayor in the City of Menominee. She was a member of and served as chair of the Menominee planning commission for several years prior to becoming mayor. She is also active in several local civic organizations. Jean is seeking re-election to her second term as director.



MEMORANDUM

City Clerk's Office

DATE: September 20, 2016
TO: Joseph A. Valentine, City Manager
FROM: John Heiney, PSD Director
SUBJECT: Holiday Light Display On Merrill Street

The annual light display over Merrill Street has been well-received by merchants and shoppers in Birmingham. The Shopping District would like to expand the display for the 2016 holiday season.

The display was brought up to code requirements for height and construction, in 2014. I also shared the plan with the City staff at that time. The Building Official and the Fire Marshall provided additional guidelines for the installation of the display, so that it remains at the proper height, and does not impede fire-fighting efforts.

Representatives from Merrillwood Associates, and Essco Development have both signed an agreement, stating their approval for the use of their building. In order for the City to approve this plan, we are requesting a resolution in support of the project, along with the Mayor's signature on the two agreements.

Suggested Resolution

To approve the Lighting Agreements with Essco of Birmingham, and Merrillwood Building, granting permission for the City for said lighting to be placed over Merrill Street during the 2016 holiday season, and further to direct the Mayor to sign the agreement on behalf of the City.

LIGHTING AGREEMENT

THIS AGREEMENT made this 8th day of September, 2016 by and between the CITY OF BIRMINGHAM, A Michigan Municipal Corporation, whose address is 151 Martin Street, Birmingham, MI 48009 (hereinafter referred to as "City") and James Esshaki whose address is 210 S. Old Woodward, Ste 210, (hereinafter referred to as "Owner").

WITNESSETH:

WHEREAS, the City desires to place certain lighting on the owners' building from 10/1/16 to 12/31/16.

WHEREAS, the City is the owner of Merrill Street over which this lighting is temporarily installed; and,

NOW, THEREFORE, THE PARTIES DO HEREBY AGREE AS FOLLOWS:

1. The OWNER shall grant permission to the CITY for said lighting to be placed over Merrill Street where it is currently installed until 12/31, 2016.
2. The CITY shall be responsible for the connection to the buildings on which the lighting is attached.
3. The CITY shall be responsible for the payment of any and all electrical charges in connection with said lighting display over Merrill Street.
4. The CITY shall be responsible to remove said lighting from over Merrill Street on or before 1/15, ~~2016~~ 2017.
5. The CITY agrees to be responsible for any liability, defend, pay on behalf of, OWNERS, 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 the OWNERS.
6. The CITY has the following insurance coverage:
 - A. Workers' Compensation Insurance: CITY 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: CITY shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.
- C. Motor Vehicle Liability: CITY 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.

7. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 48th District Court or by arbitration. If both parties elect to have the dispute resolved by arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan and administered by the American Arbitration Association with one arbitrator being used, or three arbitrators in the event any party's claim exceeds \$1,000,000. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Such arbitration shall qualify as statutory arbitration pursuant to MCL§600.5001 et. seq., and the Oakland County Circuit Court or any court having jurisdiction shall render judgment upon the award of the arbitrator made pursuant to this Agreement. The laws of the State of Michigan shall govern this Agreement, and the arbitration shall take place in Oakland County, Michigan. In the event that the parties elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suit in the Oakland County Circuit Court or the 48th District Court.

8. Nothing contained in this Agreement shall be construed to imply a joint venture or partnership with the CITY, and neither party by virtue of this Agreement, shall have any right, power or authority to act or create any obligation expressed or implied on behalf of the CITY, except as specifically outlined herein. Neither CITY nor OWNER 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. This Agreement shall not be construed as a contract of agency.

- 9. This Agreement shall not be assignable by either party.

10. This Agreement constitutes the entire Agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties, except as specifically set forth herein. No supplement, modification, addition, deletion or waiver of this Agreement or any provision of this Agreement shall be binding unless executed in writing by both parties to be bound thereby.

11. This Agreement shall commence immediately after both parties have signed in the place and manner indicated below and shall terminate upon completion of the performances.

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

WITNESSES:

CITY OF BIRMINGHAM
A Michigan Municipal Corporation

By: _____
Rackeline Hoff

Its: Mayor

OWNERS

By: _____
Momben

Its: _____

APPROVED:

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

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

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

John Heiney, PSD Director
(Approved as to form)

(Approval is required in accordance with Sec. 2-289)

LIGHTING AGREEMENT

THIS AGREEMENT made this 8th day of September, 2016 by and between the **CITY OF BIRMINGHAM**, A Michigan Municipal Corporation, whose address is 151 Martin Street, Birmingham, MI 48009 (hereinafter referred to as "City") and **Merrillwood Building** whose address is **225 E Merrill Street**, (hereinafter referred to as "Owner").

WITNESSETH:

10/1/16 WHEREAS, the City desires to place certain lighting on the owners' building from 12/31/16 to 12/31/16.

WHEREAS, the City is the owner of Merrill Street over which this lighting is temporarily installed; and,

NOW, THEREFORE, THE PARTIES DO HEREBY AGREE AS FOLLOWS:

1. The OWNER shall grant permission to the CITY for said lighting to be placed over Merrill Street where it is currently installed until 12/31, 2016.

2. The CITY shall be responsible for the connection to the buildings on which the lighting is attached.

3. The CITY shall be responsible for the payment of any and all electrical charges in connection with said lighting display over Merrill Street.

4. The CITY shall be responsible to remove said lighting from over Merrill Street on or before 1/15, 2016. 2017.

5. The CITY agrees to be responsible for any liability, defend, pay on behalf of, OWNERS, 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 the OWNERS.

6. The CITY has the following insurance coverage:

A. Workers' Compensation Insurance: CITY 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: CITY shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than **\$1,000,000** per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.
- C. Motor Vehicle Liability: CITY 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.

7. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 48th District Court or by arbitration. If both parties elect to have the dispute resolved by arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan and administered by the American Arbitration Association with one arbitrator being used, or three arbitrators in the event any party's claim exceeds \$1,000,000. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Such arbitration shall qualify as statutory arbitration pursuant to MCL§600.5001 et. seq., and the Oakland County Circuit Court or any court having jurisdiction shall render judgment upon the award of the arbitrator made pursuant to this Agreement. The laws of the State of Michigan shall govern this Agreement, and the arbitration shall take place in Oakland County, Michigan. In the event that the parties elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suit in the Oakland County Circuit Court or the 48th District Court.

8. Nothing contained in this Agreement shall be construed to imply a joint venture or partnership with the CITY, and neither party by virtue of this Agreement, shall have any right, power or authority to act or create any obligation expressed or implied on behalf of the CITY, except as specifically outlined herein. Neither CITY nor OWNER 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. This Agreement shall not be construed as a contract of agency.

9. This Agreement shall not be assignable by either party.

10. This Agreement constitutes the entire Agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the

parties, except as specifically set forth herein. No supplement, modification, addition, deletion or waiver of this Agreement or any provision of this Agreement shall be binding unless executed in writing by both parties to be bound thereby.

11. This Agreement shall commence immediately after both parties have signed in the place and manner indicated below and shall terminate upon completion of the performances.

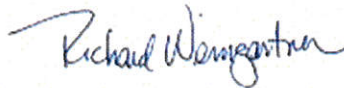
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date and year above written.

WITNESSES:

CITY OF BIRMINGHAM
A Michigan Municipal Corporation


By: _____
Rackeline Hoff
Its: Mayor


OWNERS


By: 
Richard Weingartner


Its: **Building Manager**

APPROVED:


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


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


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


John Heiney, PSD Director
(Approved as to form)

(Approval is required in accordance with Sec. 2-289)



MEMORANDUM

Police Department

DATE: June 24, 2016

TO: Joseph A. Valentine, City Manager
Mark Clemence, Police Chief

FROM: Scott Grewe, Operations Commander

SUBJECT: Oakland County Animal Shelter Contract

The Birmingham Police Department quarantines vicious dogs to protect against future incidents and possible rabies infection after a dog bite. Currently Gasows Veterinary Clinic is used to house these animals when such incidents occur.

Gasows will only accept animals during normal business hours while more experienced employees are on hand to deal with vicious dogs.

To ensure officers are able to quarantine a vicious animal, at any time of the day, Oakland County Animal Shelter was contacted and provided the attached contract for their services. They will provide boarding and euthanasia services when requested and submit an invoice for any charges incurred.

The interlocal agreement was reviewed and approved by the city attorney.

SUGGESTED RESOLUTION:

To approve the Interlocal Agreement with the Oakland County Animal Shelter. Further, to direct the Mayor and City Clerk to sign the agreement on behalf of the City.

ANIMAL CARE CENTER
SERVICES AND DISPOSAL
INTERLOCAL AGREEMENT

This COUNTY OF OAKLAND AGREEMENT TO PROVIDE ANIMAL CARE SERVICES FOR THE CITY OF BIRMINGHAM, (hereafter "AGREEMENT") is made and entered into by and between Oakland County, a Michigan Constitutional Corporation, whose address is 1200 North Telegraph Road, Pontiac, Michigan 48341, hereinafter referred to as "COUNTY," and the CITY OF BIRMINGHAM, whose principal address is 151 Martin Street, P. O. Box 3001, Birmingham, Michigan 48009, hereinafter referred to as "MUNICIPALITY." In this Agreement the COUNTY and the MUNICIPALITY may also be referred to individually as "PARTY" or jointly as "PARTIES."

PURPOSE OF AGREEMENT Pursuant to the Urban Cooperation Act of 1967, 1967 PA 7, MCL 124.501 et seq., the COUNTY and the MUNICIPALITY enter into this Agreement for the purpose of providing the MUNICIPALITY with assistance in the enforcement of the animal laws and regulations of the State of Michigan.

In consideration of the mutual promises, obligations, representations and assurances in this Agreement, the Parties agree to the following:

- §1. **DEFINITIONS** The following words and expressions used throughout this Agreement, whether used in singular or plural, within or without quotation marks, or possessive or nonpossessive, shall be defined, read, and interpreted as follows.
- 1.1. **Agreement** means the terms and conditions of this Agreement, any Exhibits attached hereto, and any other mutually agreed to written and executed modification, amendment, addendum, or change order.
 - 1.2. **Claim** means any alleged loss, claim, complaint, demand for relief or damages, cause of action, proceeding, judgement, deficiency, liability, penalty, fine, litigation, costs, and/or expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses and amounts paid in settlement, which are imposed on, incurred by, or asserted against the County, its employees or agents, whether such claim is brought in law or equity, tort, contract, or otherwise.
 - 1.3. **County** means Oakland County, a Municipal and Constitutional Corporation including, but not limited to, all of 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 person's successors.
 - 1.4. **Day** means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.
 - 1.5. **Animal Care Center** means a facility owned and operated by the COUNTY to care for impounded animals.

- 1.6. **Impounded Small Animals** means all dogs, cats, wildlife (excluding live, healthy skunks), rodents and all other animals commonly kept as domestic pets which are impounded and confined at the Animal Care Center by: (1) agents of MUNICIPALITIES carrying out rabies program (I' A. 146, 1919) and animal control programs and/or (2) action of residents of MUNICIPALITIES under contract.
 - 1.7. **Owned Animals** and **Give Up Animals** means any animal from any area released directly to the COUNTY by the owners or any person(s) having proper custody thereof.
 - 1.8. **Bite Case** means any stray or owned animal from the contracted service area requiring quarantine or observation by order of the Oakland County Department of Health or his authorized representative.
 - 1.9. **Required Holding Period** shall be in accordance with the provisions of P. A. 224, 1969, and any subsequent amendments thereto, and P. A. 287, 1969.
 - 1.10. **License Fees** means those charges to the owner of a dog which are claimed at the Animal Care Center in accordance with contracted MUNICIPALITIES' policies, practices, and procedures.
 - 1.11. **Impounding Fees** means pick-up fee charges, determined by the contracted MUNICIPALITY'S ruling agent, rendered to an owner upon his application to reclaim an animal which, by action of a MUNICIPALITY, has been impounded.
 - 1.12. **Euthanasia** means the humane destruction of animals by way of lethal injection.
 - 1.13. **Rabies** means an infectious disease of certain animals, especially dogs, communicated to man by direct inoculation, as by bite or an infected animal.
- §2. COUNTY RESPONSIBILITIES' Subject to the terms and conditions contained in this Agreement, and applicable changes in law, the COUNTY shall carry out the following:
- 2.1. The COUNTY shall comply with the animal regulation laws of the State of Michigan, those being P.A. 339, 1919 as amended.
 - 2.2. The COUNTY shall Provide proper food, water, shelter, and humane care for all stray and give- up animals impounded by the MUNICIPALITY and such animals that are brought to the COUNTY'S Animal Care Center by residents of the MUNICIPALITY until they are placed or otherwise humanely disposed in accordance with applicable laws, consistent with the provisions of this Agreement.
 - 2.3. The COUNTY shall provide proper food, water, shelter, and humane care for any small animal, which is suspected of infection with rabies, quarantined by MUNICIPALITY for such a period of time as may be required by applicable law.
 - 2.4. The COUNTY shall make every effort to maintain office hours at the COUNTY'S Animal Care Center suitable for the purpose of transacting business in connection with the duties under this Agreement and for the purpose of receiving animals and for accepting Applications for the redemption of impounded animals.
 - 2.5. The COUNTY shall make every effort to notify owners of identifiable impounded animals, by telephone or mail consistent with the COUNTY'S procedures.
 - 2.6. Upon completion of the required holding period, impounded animals become the property of the COUNTY and may be disposed of according to law, and consistent with applicable Oakland Pet Adoption Center policy.
 - 2.7. Prior to release by the COUNTY to residents of the MUNICIPALITY, the COUNTY shall vaccinate all dogs of required vaccination age against rabies within the legally required time. No dog shall be released to a resident until a dog license has been obtained.

- 2.8. The COUNTY shall provide for the sale of dog licenses consistent with the policies, practices, and procedures of the City Clerk/Township Treasurer, consistent with the provisions of this agreement.
- 2.9. The COUNTY shall provide for the collection of impoundment fees. All impoundment fees and license fees shall be paid over by the COUNTY to the MUNICIPALITY within a time period not to exceed one (1) month.
- 2.10. The COUNTY shall retain all vaccination and veterinarian fees and proceeds from adoption of animals.
- 2.11. The COUNTY shall keep proper financial records and account to the MUNICIPALITY monthly for all fees collected on its behalf. The COUNTY will permit the MUNICIPALITY at all reasonable times to inspect COUNTY records maintained pursuant to this agreement.
- 2.12. The COUNTY shall accept and dispose of all small dead animals picked up in the MUNICIPALITY by an Animal Control agent or resident and turned over to the COUNTY consistent with this Agreement.

§3. MUNICIPALITY RESPONSIBILITIES

- 3.1. The MUNICIPALITY shall supply to the COUNTY all necessary dog licenses certificates, dog license tags, receipt forms, etc; to enable the COUNTY to carry out its licensing duties under this agreement.
- 3.2. The MUNICIPALITY shall furnish the COUNTY with an adequate supply of its applicable laws and regulations dealing with dogs and other small animals effective as of the date of this agreement.

§4. FINANCIAL RESPONSIBILITIES The MUNICIPALITY agrees to pay the following fees to the County for its services under this agreement:

- 4.1. A boarding fee per day for each animal impounded by action of the MUNICIPALITY and housed or accepted by the County will be:

2017	\$ 23.00
2018	\$ 23.00
2019	\$ 23.00

Such fee shall be limited to the required holding period as set forth by the MUNICIPALITY, Fees for the destruction and disposal of each animal held the required holding period will be:

2017	\$ 7.00
2018	\$ 7.00
2019	\$ 7.00

Such fees shall be payable monthly by the MUNICIPALITY upon receipt of an invoice from the County covering the previous month's operations.

- 4.2. Fees for each dead animal turned in from an Animal Control agent or resident from the MUNICIPALITY will be:

2017	\$ 21.00
2018	\$ 21.00
2019	\$ 22.00

Such fee shall be payable monthly by the MUNICIPALITY upon receipt of an invoice from the COUNTY covering the previous month's operations.

- 4.3. Fees for each live small give-up animal turned in from an Animal Control agent or resident from the MUNICIPALITY will be:

2017	\$ 22.00
2018	\$ 22.00
2019	\$ 23.00

Such fee shall be payable monthly by the MUNICIPALITY upon receipt of an invoice from the COUNTY covering the previous month's operations.

- 4.4. MUNICIPALITY agrees that the fees as set forth above are subject to adjustment during the term of this Agreement, Such adjustment will be in direct relationship to any general county salary increase by the Oakland County Board of Commissioners. In no instance shall the fee be greater than the percentage salary increase. Provided, that if the COUNTY shall decide to increase said fees, it shall give thirty (30) days prior notice to the MUNICIPALITY, and the MUNICIPALITY shall have the right to terminate this agreement forthwith by giving written notice of such termination to the Oakland County Executive within said thirty (30) day period.

§5. DURATION OF INTERLOCAL AGREEMENT

- 5.1. It is mutually agreed that the term of this agreement shall be effective October 1, 2016 and expiring September 30, 2019 inclusive. The agreement and any amendments hereto shall be effective when executed by both Parties with concurrent resolutions passed by the governing bodies of each Party, and when the agreement is filed according to MCL 124.510. The approval and terms of this agreement and any amendments hereto shall be entered in the official minutes of the governing bodies of each Party. Upon the completion of the term of this agreement, the provisions of the agreement shall thereafter be subject to review and renewal by written agreement of the parties hereto for a like term.

§6. ASSURANCES

- 6.1. Each Party shall be responsible for its own acts and the acts of its employees, and agents, the costs associated with those acts, and the defense of those acts.
- 6.2. The COUNTY shall not be liable for any consequential, incidental, indirect, or special damages in connection with this agreement.

- 6.3. The Parties agree that the COUNTY's Animal Care Center, land and building, shall be owned exclusively by the COUNTY and that the MUNICIPALITY shall have no proprietary interest whatsoever in said care center. It is also understood that the payments made by the MUNICIPALITY to the COUNTY pursuant to this agreement are made solely in consideration of the services to be performed under this agreement.

§7. TERMINATION OR CANCELLATION OF AGREEMENT

- 7.1. Either Party may terminate or cancel this agreement for any reason upon thirty (30) days written notice. The effective date for termination or cancellation shall be clearly stated in the notice. In the event of any termination or cancellation, any funds advanced to the COUNTY shall be payable in service only. Notices given under this agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class
- 7.2. The parties shall not be obligated to pay a cancellation or termination fee, if this agreement is terminated as provided herein.

- §8. SUSPENSION OF SERVICES. Upon notice to MUNICIPALITY, the COUNTY may immediately suspend this agreement, if the MUNICIPALITY has failed to reasonably comply, within the COUNTY'S discretion, with federal, state, or local law, or any requirements contained in this agreement. The right to suspend services is in addition to the right to terminate or cancel this agreement. The COUNTY shall not incur penalty, expense or liability if services are suspended under this Section.

- §9. RIGHT TO SET OFF. Should the MUNICIPALITY fail, for any reason, to timely pay the County the amounts required under this Agreement, the MUNICIPALITY agrees that upon notice from the Oakland County Treasurer to the Treasurer of the State of Michigan (or any other State of Michigan official authorized to disburse funds to the MUNICIPALITY), the State of Michigan is authorized to withhold any funds due the MUNICIPALITY from the State, and assign those funds to partially or completely offset any deficiency by the MUNICIPALITY to the County. Such funds shall be paid directly to the County. Further, the MUNICIPALITY waives any claims against the State or County, or their respective officials, for any such amounts paid to the County.

Should the MUNICIPALITY fail for any reason to timely pay the County the amounts required under this Agreement, the County Treasurer shall be entitled to set-off and retain any amounts due the MUNICIPALITY from Delinquent Tax Revolving Fund ("DTRF") or any other source of funds due the MUNICIPALITY in the possession of the County, to partially or completely offset any deficiency by the MUNICIPALITY, unless expressly prohibited by law. Such a transfer shall be considered an assignment by the MUNICIPALITY to the COUNTY. Further, the MUNICIPALITY waives any claims against the County, or its officials, for any such amounts paid to the County.

Neither of these provisions shall operate to limit in any way the County's right to pursue any other legal remedies against the MUNICIPALITY for the reimbursement of amounts due the County under this Agreement. The remedies in this paragraph are available to the County on an ongoing and successive basis, as the MUNICIPALITY becomes delinquent in its payments.

- §10. 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.
- §11. COMPLIANCE WITH LAWS. Each Party shall comply with all federal, state, and local statutes, ordinances, regulations, administrative rules, and requirements applicable to its activities performed under

this Agreement, including, but not limited to, the policies, procedures, rules and regulations attached as Exhibits to this agreement, and properly promulgated amendments to those Exhibits.

- §12. PERMITS AND LICENSES. Each Party shall be responsible for obtaining and maintaining, throughout the term of this agreement, all licenses, permits, certificates, and governmental authorizations necessary to perform all its obligations under this agreement. Upon request, a Party shall furnish copies of any permit, license, certificate or governmental authorization to the requesting Party.
- §13. 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.
- §14. FORCE MAJEURE. Each Party shall be excused from any obligations under this agreement during the time and to the extent that a Party is prevented from performing due to causes beyond such Party's control, including, but not limited to, an act of God, war, acts of government (other than the Parties'), fire, strike, labor disputes, civil disturbances, reduction of power source, or any other circumstances beyond the reasonable control of the affected Party. Reasonable notice shall be given to the affected Party of any such event.
- §15. IN-KIND SERVICES. This agreement does not authorize any in-kind services, unless previously agreed to by the Parties and specifically listed herein.
- §16. DELEGATION/SUBCONTRACT/ASSIGNMENT. A Party shall not delegate, subcontract, and/or assign any obligations or rights under this agreement without the prior written consent of the other Party. A delegation, subcontract and/or assignment made without the prior written consent of the other Party is void.
- §17. 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 effect its right to require strict performance of this agreement.
- §18. 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.
- §19. 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 number, any reference to the male, female, or neuter genders, and any possessive or nonpossessive use in this agreement shall be deemed the appropriate plurality, gender or possession as the context requires.
- §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. AGREEMENT MODIFICATIONS OR AMENDMENTS. Any modifications, amendments, recessions, waivers, or releases to this agreement must be in writing and agreed to by both Parties. Unless otherwise

agreed, the modification, amendment, recession, waiver, or release shall be signed by the same persons who signed the agreement or other persons as authorized by the Parties' governing body.

§22. ENTIRE AGREEMENT. This agreement represents the entire agreement and understanding between the Parties. This agreement supercedes all other oral or written agreements between the Parties. 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.

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.

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

EXECUTED: _____
Rackeline Hoff, Mayor
City of Birmingham

DATE: _____

WITNESSED: _____
Laura M. Pierce, Clerk
City of Birmingham

DATE: _____

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

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

DATE: _____

WITNESSED: _____
Lisa Brown, Clerk/Register of Deeds
County of Oakland

DATE: _____



MEMORANDUM

Department of Public Services

DATE: September 12, 2016

TO: Joseph A. Valentine, City Manager

FROM: Lauren Wood, Director of Public Services

SUBJECT: Holiday Lights 2016 Purchase

Sealed bids were opened on Thursday, September 8, 2016 for the cost of 1700 sets of LED (light-emitting diode) lights to supply the City's holiday decorating program. Three bidders responded. The result of the sealed bids follows in the table below.

Company	Bid Price
Winterland, Inc.	\$15,895.00
Wintergreen Corporation	\$16,592.19
Christmas Lights, Inc.	\$18,155.00

Since 2010, the City has been phasing in the use of LED lights to decorate all of the street trees in Downtown Birmingham, including Maple, Old Woodward, Pierce, Hamilton, Henrietta, Martin, Merrill, Brown, Peabody, and Adams. The holiday decorating program also includes City Properties such as City Hall, the Department of Public Services, the Library, parking structures and Shain Park, using LED lights. Prior to 2010, the same locations were decorated with incandescent lights. LED holiday lights consume 75 percent less energy than their incandescent counterparts.

The Birmingham Shopping District participates in the holiday lighting program by budgeting for a portion of the decorated trees. The BSD endorses the purchase of "warm white" LED lights based on recommendations from merchant meetings and the BSD maintenance committee. It should be noted, a percentage of this purchase will be reimbursed by the BSD for material and installation services.

While LED lights are more expensive, they last longer and we are able to decorate trees in approximately 1/3 of the town every year with new lights. Our program is typically as follows: We decorate 1 of 3 sections of town with new lights. We will leave this section trees decorated for a maximum of 3 years with LED lights, only removing the lights directly around the trunk of the tree after the holidays. We do this to save money on labor and time during the holiday season. We start this process beginning right around October 1st, adding new lights to the section of town in need of complete decoration. After this section is complete, the crews visit the other areas of town with existing lights in the canopy, add lights from storage to the trunks (removed from the previous year) and power them up, troubleshooting problems, checking for outages or damage.

The City decorates approximately 400 trees every year for the holidays. City staff has perfected the "wrap" technique and now averages approximately 25 strands per tree, up from 18 strands. At 70 lights per strand, and 25 strands per tree, Birmingham has about 700,000 lights for the holiday season!

In order to accomplish a 3 year cycle, the City should purchase approximately 3,000 strands of lights per year. The section of town in need of complete decoration this season includes Old Woodward, between Brown and Oakland. Because we will not install new lights in this section, but instead use 2nd year lights from Shain Park last year, we do not need the entire 3,000. Therefore this purchase includes lights for Shain Park, and the remaining portion of town: Hamilton ROW, and North Old Woodward Avenue. See attached map of lights schedule.

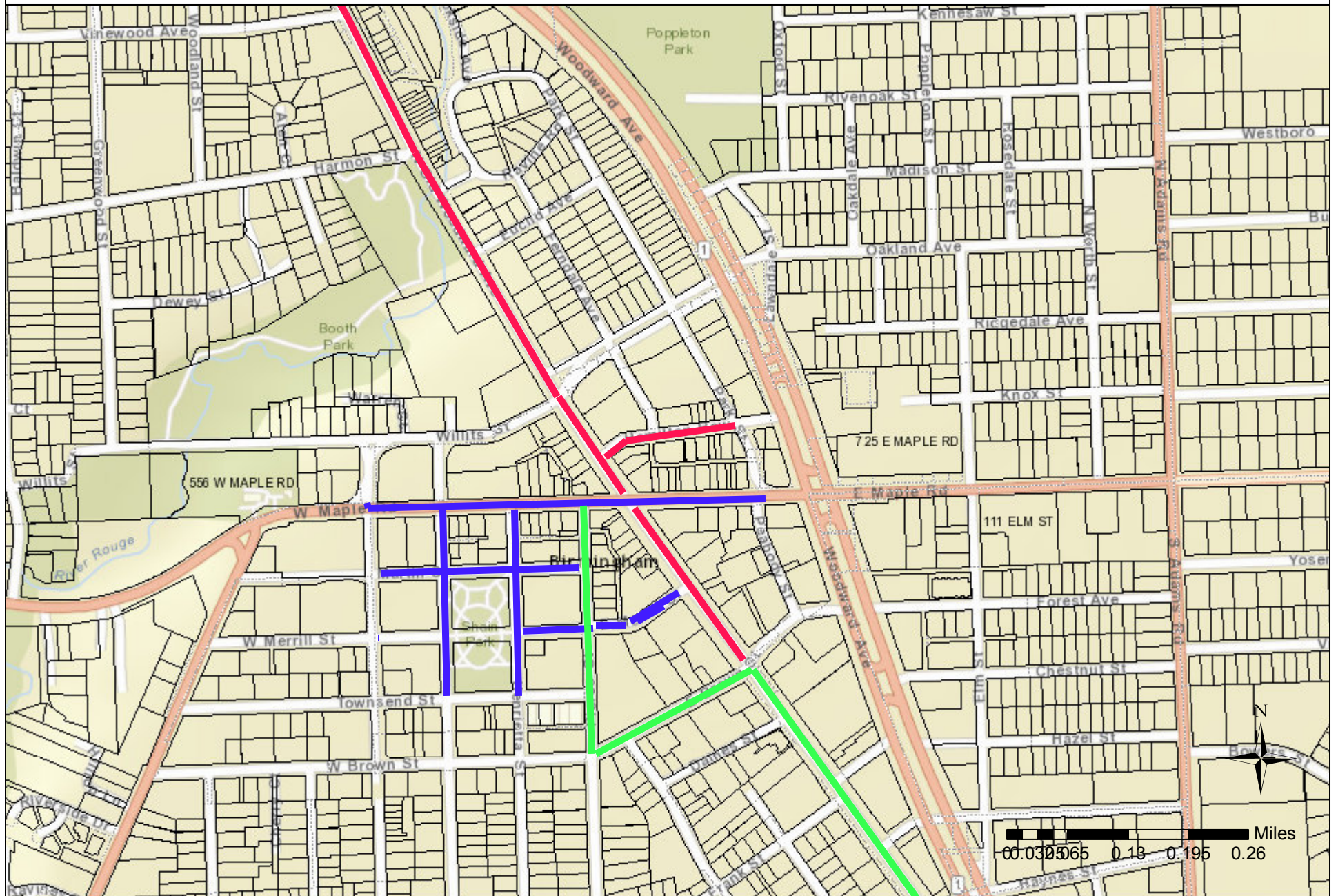
In 2015, the City purchased 1300 sets of lights at \$12,701.00 which equals \$9.77 per set. In 2014, the City purchased 1500 light sets for \$16,155.00, equaling 10.77 per set. This year, the total of \$15,895 for 1700 sets equals \$9.36 per set.

The lowest bidder, Winterland, Inc. provided a proposal for the specified LED commercial grade products. The Department of Public Services recommends awarding the Holiday Lights purchase to Winterland, Inc. It is determined they are the lowest qualified bidder and they are able to meet the delivery deadline. Funds for this purchase have been budgeted in the General Fund-Community Activities Operating Supplies account #101-441.004.729.0000. BSD reimburses by way of journal entry for a portion of this purchase and also labor to install at the end of the season.

SUGGESTED RESOLUTION:

To approve the purchase of 1700 sets of holiday lights from Winterland, Inc. for a total cost not to exceed \$15,895.00. Funds are available from the General Fund-Community Activities Operating Supplies account #101-441.004-729.0000 for this purchase.

Green=15-16 : Red=16-17 : Blue=17-18





MEMORANDUM

Finance Department

DATE: September 16, 2016

TO: Joseph A. Valentine, City Manager

FROM: Mark Gerber, Director of Finance/Treasurer
Kathryn Burrick, Senior Accountant

SUBJECT: 2016 Community Development Block Grant Program Year Subrecipient Agreement.

The purpose of the 2016 Program Year Subrecipient Agreement between the County of Oakland and the City of Birmingham is for the Subrecipient (City) to receive 100% federally funded Community Development Block Grant (CDBG) monies from the Grantee (County).

The CDBG program is a U.S. Department of Housing and Urban Development (HUD) program that provides funds annually to entitlement jurisdictions. CDBG funds housing, public facility and public service activities that benefit low-income households and persons with special needs. Oakland County receives CDBG funds as an "urban county". Participating communities must join with the County to receive CDBG funding. The City of Birmingham has been a participant of the CDBG program for over 25 years.

Oakland County has obligated **\$32,020** of CDBG funding to the City of Birmingham for the 2016 Program Year. The funding is allocated as follows:

2016 Year

Public Service Activity:	
Yard Services	\$ 6,306
Senior Services	3,300
Minor Home Repair:	
Rehab of privately owned homes	8,978
Barrier-Free Improvements:	
Municipal building – Retrofit police door	
Pierce Street entrance to comply with	
ADA standards	<u>13,436</u>
TOTAL	<u>\$32,020</u>

Federal regulations require Oakland County as an urban county grantee to execute a Subrecipient Agreement with each participating community, which must be signed by the highest elected official in order to receive funds. The completed agreement is required to be submitted to Oakland County no later than September 30, 2016.

SUGGESTED ACTION: To authorize the mayor to sign the 2016 Program Year Community Development Block Grant (CDBG) Subrecipient Agreement on behalf of the City.

Good Afternoon –

The Oakland County Community & Home Improvement Division has sent your PY 2016 CDBG Subrecipient Agreement (SA) with Oakland County via certified mail to the attention of your CDBG staff today. The SA has been updated based upon 2 Code of Federal Regulations (CFR) Part 200 Uniform Grant Guidance requirements and is signed by the Oakland County Executive. A list of items newly addressed in the SA is attached for your review.

The original SA mailed today must be signed and dated by your Highest Elected Official or Authorized Designee and witnessed by September 30th. Please return the document with original signatures to Carla Spradlin, Grant Compliance & Program Coordinator in order for your community to access PY 2016 CDBG funds effective October 6th.

Oakland County cannot release access to PY 2016 CDBG funds to communities on October 6th that have not registered in the System for Award Management (SAM) www.sam.gov/ or have not returned their signed SA by September 30th.

If you have questions regarding the SA please contact Carla Spradlin at spradlinc@oakgov.com or at (248) 858-5312.

Thank you

Karry Rieth

Manager
Community & Home Improvement Division, Oakland County
Oakland Pointe, Suite 1900
250 Elizabeth Lake Road
Pontiac MI 48341

o: (248) 858-5403
f: (248) 858-5311
e: riethk@oakgov.com

w: AdvantageOakland.com



**Program Year 2016 Subrecipient Agreement between
the County of Oakland and the City of Birmingham
Data Universal Numbering System (DUNS) #:074239450**

INTRODUCTION

This agreement is entered into by and between the County of Oakland, a Michigan constitutional corporation (herein called the "Grantee"), and the City of Birmingham (herein called the "Subrecipient") in accordance with Community Development Block Grant (CDBG) regulations at 24 CFR 570.501 and 570.503 and the terms of the Cooperative Agreement previously executed by the Grantee and Subrecipient effective for Program Years (PY) 2015 through 2017. The objective of CDBG is to develop viable urban communities by providing decent housing, a suitable living environment, and expanding economic opportunities, principally for persons of low and moderate income. The Grantee is designated as an Urban County entitlement community and has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383. As an entitlement community the Grantee has received CDBG funds totaling \$5,022,417 for the program year (PY) 2016 period beginning July 1, 2016 and ending June 30, 2017. Attachment 1 is a copy of the U.S. Department of Housing and Urban Development (HUD) Funding Approval/Agreement, which is part of this Agreement through reference. The Grantee has the right and authority under said CDBG Program to allocate a portion of its funds to the Subrecipient for purposes of administering eligible activities. It is the purpose and intent of this Subrecipient Agreement to enable the Grantee to pass the responsibility to the Subrecipient to carry out the project(s) described in the CDBG application which was approved and funded by the Grantee as the grant. CDBG funding will not be used for Research and Development. The following statements and provisions are acknowledged and agreed upon by and between the parties.

I. TIME PERIOD

This agreement shall go into effect on the day that CDBG funds are accepted by the Oakland County Board of Commissioners and released by letter to the Subrecipient for expenditure and will remain in effect for a period of four years from the date Oakland County releases the final monthly Financial Report verifying all expenditures are complete, or (B) the community terminates participation in the CDBG program at the end of a given three-year cooperative agreement period and the four-year record retention period has expired as specified in Section IV of this agreement, or (C) at the expiration of any additional period specified in the body of this agreement, whichever is longer.

II. SUBRECIPIENT AWARD AND STATEMENT OF WORK

The total amount of CDBG funds obligated to the Subrecipient is \$32,020. The total amount obligated is 100% federal funding. The Subrecipient Project Summary as contained in the Grantee approved CDBG application to the U.S. Department of Housing and Urban Development (HUD) and any changes to the project summary through Grantee approved reprogramming shall constitute the CDBG statement of work which is part of this Agreement through reference. The specific activities, scope of work, national objective identifications, eligibility determinations, levels of accomplishment, project schedule and goals and performance measures are specified in the Subrecipient Project Summary as Attachment 2. The Subrecipient shall assign and maintain personnel to administer CDBG activities and expend funds. The Grantee shall monitor the performance of the Subrecipient against CDBG goals and performance standards and federal CDBG regulations.

III. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the following:

1. 24 CFR Part 570, U.S. Housing and Urban Development Regulations for CDBG, including Subpart K of these regulations, except that (a) the Subrecipient does not assume the Grantee's environmental responsibilities described at 24 CFR 570.604, and (b) the Subrecipient does not assume the Grantee's responsibility for initiating the review process under the provisions of 24 CFR Part 52;

2. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
3. all other applicable federal, state, and local laws, regulations, and policies governing the funds provided under this Agreement.

B. System of Award Management Registration

The Subrecipient agrees to register and maintain active status in the System of Award Management (SAM) or with a successor government-wide system officially designated by the Office of Management and Budget until the closeout of this CDBG award in accordance with 2 CFR Part 25, Appendix A. The Subrecipient agrees to authorize their entity's information to be displayed in SAM's (or successor system's) Public Search.

C. Relationship of Grantee and Subrecipient

For purposes of this agreement, the relationship of the Subrecipient to the Grantee shall be that of two independent governmental entities. No partnership, association, or joint enterprise shall arise between the parties hereto as a result of any provision of this agreement except as specified in the most current three-year Cooperative Agreement, as renewed, already executed between the Subrecipient and the Grantee, nor shall any provision herein be construed as making an employee of the Subrecipient an agent or employee of the Grantee. The Subrecipient Agreement is subject to the terms and conditions of the Grant Agreements as approved by the Oakland County Board of Commissioners by resolution on file with the Oakland County Clerk. If the Grantee's original Grant Agreement from HUD is amended, copies of the amendment(s) will be provided to the Subrecipient.

D. Hold Harmless

The Subrecipient shall indemnify, defend, and hold harmless the Grantee, its officials, volunteers, boards, commissions, and agents against any and all expense and liability arising from any act, omission, or negligence of the Subrecipient. In the event the Subrecipient becomes involved in, or is threatened with, litigation relative to the CDBG program, the Subrecipient shall immediately notify the Grantee through the Manager of Community & Home Improvement and the Grantee may enter into such litigation to protect the interests of the Grantee as they may appear.

E. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

F. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage.

G. Notification of Legal Action

The Subrecipient shall notify the Grantee, through the Manager of Community & Home Improvement, in writing, of its intent to pursue a claim against the Grantee for breach of any of the terms of this Agreement. No suit may be commenced by the Subrecipient for breach of this contract prior to the expiration of ninety days from the date of such notification. Within this ninety-day period, the Subrecipient, at the request of the Grantee, must meet with an appointed representative of the Grantee for purposes of attempting to resolve the dispute.

H. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and are approved by the Grantee. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement. The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as a part of this Agreement, such modifications will be incorporated only by written amendment through the Grantee's Reprogramming Process.

I. Suspension or Termination

1. Remedies for Noncompliance

If the Subrecipient fails to comply with federal statutes, regulations or the terms and conditions of this Agreement, the Grantee may impose additional conditions, as described in 2 CFR §200.207 Specific Conditions. If the Grantee determines that noncompliance cannot be remedied by imposing additional conditions, the Grantee may take one or more of the following actions, as appropriate in the circumstances:

- (a) temporarily withhold cash payments pending correction of the deficiency by the Subrecipient or more severe enforcement action by the Grantee;

- (b) disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
- (c) wholly or partly suspend or terminate the Agreement;
- (d) recommend that the Federal awarding agency initiate suspension or debarment proceedings as authorized under 2 CFR Part 180 and Federal awarding agency regulations;
- (e) withhold further funds for the project or program;
- (f) take other remedies that may be legally available.

2. Termination

This Agreement may be terminated in whole or in part as follows:

- (a) by the Grantee, if the Subrecipient fails to comply with the terms and conditions of this Agreement;
- (b) by the Grantee for cause;
- (c) by the Grantee with the consent of the Subrecipient, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
- (d) by the Subrecipient upon sending to the Grantee written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Grantee determines in the case of partial termination that the reduced or modified portion of the sub award will not accomplish the purpose for which this Agreement was made, the Grantee may terminate the Agreement in its entirety.

The Grantee must provide to the Subrecipient a notice of termination. Written suspension or notice of termination will be sent to the Subrecipient's business address. If this Agreement or the three-year Cooperative Agreement is terminated or partially terminated, both the Grantee and the Subrecipient remain responsible for compliance with the requirements at 2 CFR 200.343 Closeout and 2 CFR 200.344 Post-closeout Adjustments and Continuing Responsibilities.

IV. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 2 CFR Part 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls and maintain necessary source documentation for all costs incurred.

2. Audit Requirements

The Subrecipient agrees to comply with 2 CFR Part 200.501 Audit Requirements. Any deficiencies noted in audit reports shall be fully cleared by the Subrecipient within 60 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with any audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. Any disallowed CDBG costs identified in an audit that requires a pay back to the federal government or the Grantee shall be the sole responsibility of the Subrecipient and be repaid by the Subrecipient using funds other than federal CDBG funds or any other Grantee resources.

3. Cost Principles

The Subrecipient shall administer its program in conformance with 2 CFR Part 200. These principles will be applied for all costs incurred.

B. Record Retention and Access

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- (a) records providing a full description of each activity undertaken;
- (b) records demonstrating each activity undertaken meets a national objective of the CDBG program;
- (c) records required to determine the eligibility of activities;
- (d) records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- (e) records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- (f) financial records as required by 24 CFR 570.502 and 2 CFR 200.333;
- (g) other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention Requirements for Records

Financial records, supporting documents, statistical records, and all other Subrecipient records pertinent to this Agreement must be retained for a period of four years from the date of submission of the final expenditure report or, for federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Grantee, except that:

- (a) The retention period for individual CDBG activities shall be the longer of 4 years after the expiration or termination of this Agreement, or 4 years after the submission of the annual performance and evaluation report, as prescribed in 24 CFR 91.520, in which the specific activity is reported on for the final time;
- (b) Records for individual activities subject to the reversion of assets provisions at 24 CFR 570.503(b)(7) or change of use provisions at 24 CFR 570.505 must be maintained for as long as those provisions continue to apply to the activity;
- (c) Records for individual activities for which there are outstanding loan balances, other receivables, or contingent liabilities must be retained until such receivables or liabilities have been satisfied.

If any litigation, claim, or audit is started before the expiration of the 4-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. Records for real property and equipment acquired with Federal funds must be retained for 4 years after final disposition.

3. Methods for collection, transmission and storage of information

The Subrecipient should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine readable formats rather than in closed formats or on paper in accordance with 2 CFR 200.335 - Methods for collection, transmission and storage of information.

4. Access to Records

The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Grantee, or any of their authorized representatives, shall have the right of access to any documents, papers, or other records of the Subrecipient which are pertinent to the Agreement, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents. The right of access to the Subrecipient's records is not limited to the required retention period but last as long as the records are retained. The Subrecipient shall permit the Grantee and auditors to have access to the Subrecipient's records and financial statements as necessary for the Grantee to complete program monitoring and to meet the requirements in 2 CFR 200.331, 200.300 - 200.309, and Subpart F of 2 CFR Part 200.

5. Restriction on Public Access to Records

CDBG records are public to the extent allowed by State and Federal Freedom of Information Act laws. Client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities for services provided under this Agreement, is prohibited unless written consent is obtained from such client or guardian.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient will report annual program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements sets forth at 24 CFR 570.504. At the end of the program year, the Subrecipient will remit to the Grantee any and all CDBG program income generated during the program year. The Grantee shall re-issue these funds to the Subrecipient as an addition to its next formula allocation or under a separate release of funds process as mutually agreed by the Subrecipient and the Grantee, unless the Grantee, for good cause, shall in writing inform the Subrecipient that it shall not have the program income returned and the reasons why it shall not be returned.

2. Payment

This Agreement is reimbursement only. The Grantee shall pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. Payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed the total grant amount delineated in the Subrecipient's Project Summary.

Drawdowns for the payments of eligible expenses shall be reimbursed to the Subrecipient against line item budgets specified in the Project Summary and in compliance with supporting financial and performance documentation required by the Grantee. Costs must be reasonable and necessary. The Grantee shall not assume any responsibility or liability to pay or ineligible or disallowed obligations, commitments or costs incurred by the Subrecipient during the duration of this Agreement or prior to the full execution of this Agreement. Any ineligible CDBG obligations or disallowed costs incurred by the Subrecipient shall be the sole responsibility of the Subrecipient. Any disallowed or ineligible CDBG costs, contractual obligations or expenditures under this Agreement identified by the Grantee, Auditor, HUD or other responsible entity shall be paid by the Subrecipient to the contractor directly or repaid to the Grantee using Subrecipient cash resources other than CDBG or any other federal funds.

3. Progress and Performance Reports and Monitoring

The Subrecipient shall report on its progress or performance to the Grantee in the form, content and frequency as required by the Grantee. The Grantee shall monitor the performance of the Subrecipient by tracking project progress, reviewing payment requests for applicable costs, managing the timely pass-through of CDBG funds, overseeing compliance with CDBG requirements, and ensuring recordkeeping and audit requirements are met. Substandard performance as determined by the Grantee shall constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures shall be initiated.

D. Procurement

The Subrecipient shall comply with 2 CFR 200 and 24 CFR Part 85.36 or more restrictive local procurement policies concerning the purchase of goods and services with CDBG funds to facilitate fair and open competition. The Subrecipient shall maintain inventory records for equipment purchases (\$5,000 or more) and real property acquisition (\$25,000 or more). All persons, agencies, suppliers, organizations, etc. hired by the Subrecipient to carry out activities funded in whole or in part with CDBG funds are contractors, not subrecipients or subgrantees. All procurement and other requirements as they relate to contractors apply. The Subrecipient must have written agreements with all contractors. The Subrecipient may not subgrant CDBG funds to any person or non-profit or private for-profit organization or agency.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR 200.311, 200.313, 24 CFR 570.502, 570.503, 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination;
2. Real property under the Subrecipient's control that was acquired or improved in whole or in part with funds under this Agreement in excess of \$25,000.00 will be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five years after this Agreement is closed. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for this five year period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period;
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that CDBG funds were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee or (b) shall be retained after compensating the Grantee (an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment).

F. Closeout

1. Closeout

The Grantee shall close-out this Agreement when it determines that all applicable administrative actions and all required work under this Agreement have been completed by the Subrecipient. The Subrecipient must submit, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of this Agreement. The Grantee may approve extensions when requested by the Subrecipient.

Unless the Grantee authorizes an extension, the Subrecipient must liquidate all obligations incurred under this Agreement not later than 90 calendar days after the end date of the period of performance as specified in the terms and conditions of this Agreement.

The Grantee must make prompt payments to the Subrecipient for allowable reimbursable costs under this Agreement being closed out. The Subrecipient must promptly refund any balances of unobligated cash that the Grantee paid in advance or paid and that are not authorized to be retained by the Subrecipient for use in other projects. See OMB Circular A-129 and see §200.345 Collection of amounts due, for requirements regarding unreturned amounts that become delinquent debts. Consistent with the terms and conditions of the Federal award, the Grantee must make a settlement for any upward or downward adjustments to the Federal share of costs after closeout reports are received. The Subrecipient must account for any real and personal property acquired with Federal funds or received from the Federal Government in accordance with §200.310 Insurance coverage through §200.316 Property trust relationship and §200.329 Reporting on real property. The Grantee should complete all closeout actions for Federal awards no later than one year after receipt and acceptance of all required final reports.

2. Post-closeout Adjustments and Continuing Responsibilities

The closeout of this Agreement does not affect any of the following:

- (a) The right of the Grantee to disallow costs and recover funds on the basis of a later audit or other review. The Grantee must make any cost disallowance determination and notify the Subrecipient within the record retention period;
- (b) The obligation of the Subrecipient to return any funds due as a result of later refunds, corrections, or other transactions;
- (c) Audit requirements in Subpart F—Audit Requirements of this part;
- (d) Property management and disposition requirements in Subpart D—Post Federal Award Requirements of this part, §200.310 Insurance Coverage through §200.316 Property trust relationship;
- (e) Records retention as required in Subpart D—Post Federal Award Requirements of this part, §200.333 Retention requirements for records through §200.337 Restrictions on public access to records.

V. OTHER PROGRAM REQUIREMENTS

The Subrecipient shall carry out its CDBG activities in a manner consistent with the requirements contained in the three-year Cooperation Agreement between the Grantee and the Subrecipient, as renewed, with the applicable statutes and regulations governing the Consolidated and Annual Action Plans as authorized by the Oakland County Board of Commissioners, and under Subpart K of the CDBG regulations at 24 CFR Part 570, with the exception of the CDBG environmental review responsibilities, which shall be borne by the Grantee using information and/or reports provided by the Subrecipient in accordance with the CDBG environmental review process. CDBG compliance requirements address: affirmatively furthering fair housing, excessive force, drug free workplace, civil rights laws; non-discrimination in providing services, employment and contracting opportunities; affirmative action; prohibited political, religious and lobbying activities; and conflict of interest, copyright and labor standards.

VI. CONFLICTS OF INTEREST

A. Procurement of Supplies, Equipment, Construction, and Services

In the procurement of supplies, equipment, construction, and services by the Subrecipient, the Subrecipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by this Agreement if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, the Subrecipient may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Subrecipient.

B. Acquisition and Disposition of Real Property

1. Applicability

In all cases not governed by paragraph A of this section, including the acquisition and disposition of real property and the provision of assistance by the Subrecipient to individuals, businesses, and other private entities under eligible activities that authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to 24 CFR 570.202; or grants, loans, and other assistance to businesses, individuals, and other private entities pursuant to 24 CFR 570.203, 570.204, 570.455, or 570.703(i)).

2. Persons Covered

The conflict of interest provisions of paragraph 3 of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Subrecipient that are receiving funds under this Agreement.

3. Conflicts Prohibited

The general rule is that no persons described in paragraph 2 of this section who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this Agreement, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

VII. SEVERABILITY

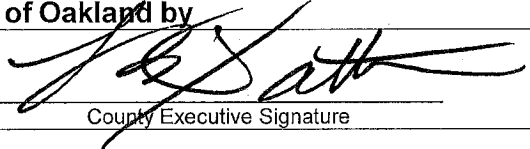
If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

VIII. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

IN WITNESS WHEREOF, the authorized representatives of the Grantee and the Subrecipient have signed this agreement below, and agree to abide by all terms as set forth herein.

County of Oakland by


County Executive Signature
L. Brooks Patterson Printed Name
9/9/16 Date
Witnessed by
CARLA SPADLIN Printed Name
9/9/16 Date

City of Birmingham by

Highest Elected Official or Authorized Designee Signature
Printed Name
Date
Witnessed by
Printed Name
Date

Contact Information

Karry L. Rieth, Manager OCCHI
250 Elizabeth Lake Road #1900
Pontiac, MI 48341-0414
(248) 858-5403
riethk@oakgov.com



MEMORANDUM

Planning Division

DATE: September 20, 2016

TO: Joseph A. Valentine, City Manager

FROM: Jana L. Ecker, Planning Director

SUBJECT: Transit Stop Improvement – Location Change

Introduction

In 2014, the City Commission unanimously approved the purchase of one model #D6626-1 glass bus shelter to be installed at the southwest corner of S. Old Woodward and E. Merrill. The resolution authorized the purchase of the shelter using funds received in SMART Municipal and Community Credits for the 2014-2015 fiscal year. A bus pad was anticipated for installation upon completion of the sidewalk replacement program scheduled for spring/summer of 2016.

At this time, an order has been routed through Enseicom for the glass shelter proposed for S. Old Woodward and E. Merrill, using 2014-2015 FY credits. As sidewalk repairs are not expected to be underway by the time the shelter is scheduled for shipment, the Engineering Department has recommended postponing installation of a shelter at the Merrill site until construction is complete. Given the proposed improvements to W. Maple this year, the Planning and Engineering Departments recommend installing the shelter at one of the transit stops proposed along W. Maple.

Correspondence with SMART revealed that the existing stops at Pleasant and W. Maple and Fairfax and W. Maple are the strongest candidates for a new bus shelter. SMART advised that bus stops that have an output of at least 10 to 15 riders a day are of utmost priority for improved shelters. The numbers collected at both locations are relatively low and therefore one location did not stand out more than the other in that regard. In terms of the immediate area of both locations, the stop at Pleasant is a better option as it is located directly in front of the First United Methodist Church, and closer to the commercial properties on W. Maple. The glass transit shelter was originally proposed at the current location of the existing SMART bus stop.

On July 15, 2016, the Architectural Review Committee reviewed the proposed new location of the shelter on W. Maple. The Committee voted unanimously to recommend approval of the proposed layout and location to the City Commission, with the condition that the City discuss the proposed shelter location with First United Methodist Church.

On August 11, 2016, City staff met with Church representatives on site to discuss the proposed location of the shelter at the existing SMART stop. Church representatives were concerned that the proposed transit shelter would block views of the existing low level ground sign, and expressed concern about the proximity to the Church sanctuary and chapel space. It was agreed that City staff would contact SMART and determine if the existing SMART transit stop could be relocated approximately 120' to the east, and that if moving the stop was

feasible, Church representatives felt that the best location for the transit shelter would be at the relocated stop adjacent to the existing Church monument sign and message board.

SMART has agreed to the proposed relocation of the existing bus stop approximately 120' to the east on the south side of W. Maple to accommodate the new transit shelter. Revised plans were sent to the Church, and Church representatives have no concerns with the placement of the SMART stop and glass shelter as now proposed to the east of the existing stop (see attached email correspondence).

On September 16, 2016, the Architectural Review Committee reviewed the relocated bus shelter location on W. Maple as recommended by First United Methodist Church. The Committee voted unanimously to recommend approval of the newest location closer to the eastern entrance drive to the Church. A map and rendering are attached for your review illustrating the proposed location.

SUGGESTED RESOLUTION:

To approve the installation of one model #D6626-1 bus shelter, purchased through account #401-901.020-971.0100 – Capital Projects, Bus Shelters, at the revised location approximately 120' east of the existing SMART bus stop near the corner of W. Maple and Pleasant on the south side of W. Maple.



Jana Ecker <jecker@bhamgov.org>

Proposed Bus Shelter on W. Maple

1 message

Mark Swarthout <swarthout@gmail.com>
To: jecker@bhamgov.org

Thu, Sep 8, 2016 at 4:13 PM

Jana,

FUMC and the Board of Trustees reviewed the bus shelter proposal you sent us. We are much happier with this location, as it is well away from the Sanctuary and the Chapel, as well as not blocking either of the signs for those travelling east and for only a small bit for those travelling west.

Ideally it would be a few feet further to the west, centered on the sign, but we understand that there is a tree in the way.

Mark W. Swarthout, Esq.
Attorney-at-law
Michigan P51572



Option 3

Fairfax St

W Maple Rd

W Maple Rd

Pleasant Ave

Pleasant St

Sutfeld Ave

W





Architectural Review Committee

City Hall Lower Level Conference Room
151 Martin St., Birmingham, MI
248.530.1807
Friday, July 15, 2016

Meeting called to order at 8:35 a.m.

Present: Larry Bertollini, Scott Bonney

City Staff: Joe Valentine, City Manager
Jana Ecker, Planning Director
Joellen Haines, Assistant to the City Manager

Discussion began regarding approval of meeting minutes.

Dec. 17, 2015 minutes: Motion to approve by Bertollini, seconded by Bonney, 2 yeas, 0 nays

March 23, 2016 minutes: Motion to approve by Bonney, seconded by Bertollini, 2 yeas, 0 nays

April 4, 2016 minutes: Motion to approve by Bonney, seconded by Bertollini, 2 yeas, 0 nays

April 15, 2016 minutes: Motion to approve by Bertollini, seconded by Bonney, 2 yeas, 0 nays

April 19, 2016 minutes: Bertollini wanted to include language in the Site Plan Elements section to read: "Discussion continued that the landscaped area in the front (plaza area) be looked at and coordinated with any future development." And to replace sentence in the East Elevation section with, "Keep stone accents only above windows; replace all other stone bands with brick." There was a motion to approve as amended by Bonney, seconded by Bertollini. Approved as amended, 2 yeas, 0 nays.

Discussion ensued on the proposed installation of a bus shelter at an existing bus stop at the corner of W. Maple Rd. and Pleasant. Ecker provided a summary of the project. Bonney noted that the proposed location for the bus shelter is a nice spot nestled between two trees which will provide shade, and will be convenient for churches in the area.

Ecker pointed out that the bus stop already exists at that location; this project will allow for a bus shelter. Bonney said he likes the large paved pad, which gives it a transit feel. Bertollini suggested someone talk to the church about the sign and the shelter as a courtesy.

Motion by Bonney, second by Bertollini

1. **The ARC recommends the City proceed with the project.**

Motion Passed, 2-0.

The meeting was adjourned at 9:10 a.m.

**Manager's Directives Resulting from the Architectural Review Committee Meeting of
July 15, 2016:**

1. **Proceed with direction to Planning Director to advise the adjoining church of the plan.**



DRAFT MINUTES

Architectural Review Committee

City Hall Lower Level Conference Room
151 Martin St., Birmingham, MI
248.530.1807
Friday, Sept. 16, 2016

Meeting called to order at 8:10 a.m.

Present: Larry Bertollini, Scott Bonney

City Staff: Joe Valentine, City Manager
Jana Ecker, Planning Director
Joellen Haines, Assistant to the City Manager

Discussion began regarding the relocation of the bus shelter location on W. Maple and Pleasant in front of First United Methodist Church to several feet east of the original location, to keep the site angles in front of the church open.

Bonney said regarding its location that he likes it and has no problem with it. Bertollini said his only concern is that it is next to a driveway and may have site line issues, but if the church prefers it there, then he doesn't have a problem with it there. Ecker pointed out that the bus shelter is set pretty far back and would not impact site lines from the driveway near it.

Ecker also noted that SMART did not have a problem with the relocation of the stop.

Motion by Bonney to accept this revised location, seconded by Bertollini, 2 yeas, 0 nays.

1. The ARC recommends the proposed revised location of the bus shelter.

Motion Passed, 2-0.

Discussion on the approval of meeting minutes from July 15, 2016 meeting. Motion to approve by Bonney, seconded by Bertollini, 2 yeas, 0 nays.

The meeting was adjourned at 8:25 a.m.

Manager's Directives Resulting from the Architectural Review Committee Meeting of Sept. 16, 2016:

- 1. To concur with the ARC's recommendation for the revised location of the bus shelter.**



MEMORANDUM

Fire Department

DATE: September 26, 2016
TO: Joseph A. Valentine, City Manager
FROM: John M. Connaughton, Fire Chief
SUBJECT: Emergency Management Performance Grant (EMPG)

The City of Birmingham has their own established Emergency Management Program pursuant to Ordinance #986 of the Birmingham City Code and the Michigan Emergency Management Act, Act 390.

The purpose of this grant agreement is to provide federal pass-through funds to the City of Birmingham for the development and maintenance of an emergency management program capable of protecting life, property and vital infrastructure in times of disaster or emergency.

The City of Birmingham is awarded \$20,161.00 in federal funds under the FY 2016 EMPG; the performance period for this award is 10/1/2015 to 9/30/2016. The purpose of these funds are to offset administration costs to run the EMPG program.

It is recommended that the Commission authorize the Mayor to sign the attached agreement for 2016 Emergency Management Performance Grant with the Michigan State Police, Emergency Management and Homeland Security Division.

SUGGESTED RESOLUTION:

To approve the federal funds in the amount of \$20,161.00 for the 2016 Emergency Management Performance Grant period of 10/1/2015 to 9/30/2016. Further, to direct the Mayor to sign the agreement on behalf of the City.

Michigan State Police

Emergency Management and
Homeland Security Division



Grant Agreement

FEDERAL AWARD IDENTIFICATION

SUBRECIPIENT NAME	GRANT NAME	CFDA NUMBER
City of Birmingham	Emergency Management Performance Grant	97.042
SUBRECIPIENT IRS/VENDOR NUMBER	FEDERAL AWARD IDENTIFICATION NUMBER (FAIN)	FEDERAL AWARD DATE
38-6004664	EMC-2016-EP-00001-S01	5/31/2016
SUBRECIPIENT DUNS NUMBER	SUBAWARD PERFORMANCE PERIOD	FROM TO
074239450	10/1/2015	9/30/2016
RESEARCH & DEVELOPMENT	Funding	Total
N/A	Federal Funds Obligated by this Action	\$20,161.00
INDIRECT COST RATE	Total Federal Funds Obligated to Subrecipient	\$20,161.00
None on file	Total Amount of Federal Award	\$9,031,286.00
FEDERAL AWARD PROJECT DESCRIPTION		
2016 Emergency Management Performance Grant		
DETAILS		
The 2016 EMPG allocation is 35.6931% of the Subrecipient's emergency program manager's salary and fringe benefits. The FY 2016 EMPG program has a 50% cost match (cash or in-kind) requirement.		
FEDERAL AWARDING AGENCY	PASS-THROUGH ENTITY (RECIPIENT) NAME	
Federal Emergency Management Agency Grant Operations 245 Murray Lane – Building 410, SW Washington DC 20528-7000	Michigan State Police Emergency Management and Homeland Security Division PO Box 30634 Lansing, MI 48909	

State of Michigan FY 2016 Emergency Management Performance Grant Grant Agreement

October 1, 2015 to September 30, 2016

CFDA Number: 97.042 Grant Number: EMC-2016-EP-00001
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This Fiscal Year (FY) 2016 Emergency Management Performance Grants (EMPG) grant agreement is hereby entered into between the Michigan Department of State Police, Emergency Management and Homeland Security Division (hereinafter called the Recipient), and the

CITY OF BIRMINGHAM
(hereinafter called the Subrecipient)

I. Purpose

The purpose of this grant agreement is to provide federal pass-through funds to the Subrecipient for the development and maintenance of an emergency management program capable of protecting life, property, and vital infrastructure in times of disaster or emergency.

The FY 2016 EMPG program plays an important role in the implementation of the National Preparedness System (NPS) by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. The objective of the NPS is to facilitate an integrated, all-of-nation/whole community, risk driven, capabilities-based approach to preparedness.

In support of the National Preparedness Goal, the FY 2016 EMPG program supports a comprehensive, all-hazard emergency preparedness system to build and sustain core capabilities across the Prevention, Protection, Mitigation, Response, and Recovery mission areas.

For more information on NPS, federally designated priorities, and the FY 2016 EMPG objectives, as well as guidance on allowable costs and program activities, please refer to the FY 2016 EMPG Notice of Funding Opportunity (NOFO) located at <http://www.fema.gov/grants>.

II. Statutory Authority

Funding for the FY 2016 EMPG is authorized by Section 662 of the *Post-Katrina Emergency Management Reform Act of 2006* (PKEMRA), as amended, (Pub. L. No. 109-295) (6 U.S.C. § 762); the *Robert T. Stafford Disaster Relief and Emergency Assistance Act*, as amended (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 et seq.); the *Earthquake Hazards Reduction Act of 1977*, as amended (Pub. L. No. 95-124) (42 U.S.C. §§ 7701 et seq.); and the *National Flood Insurance Act of 1968*, as amended (Pub. L. No. 90-448) (42 U.S.C. §§ 4001 et seq.).

Appropriation authority is provided by the *Department of Homeland Security Appropriations Act, 2016*, (Pub. L. No. 114-113).

The Subrecipient agrees to comply with all EMPG program requirements in accordance with the federal FY 2016 EMPG NOFO; the *Michigan Emergency Management Act*, Act 390, P.A. of 1976, as amended at <http://www.legislature.mi.gov/doc.aspx?mcl-Act-390-of-1976>; and the *Robert T. Stafford Disaster Relief and Emergency Assistance Act*, as amended (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 et seq.) located at <http://www.fema.gov/robert-t-stafford-disaster-relief-and-emergency-assistance-act-public-law-93-288-amended>.

The Subrecipient shall also comply with the most recent version of:

- A. 2 CFR, Part 200 of the Code of Federal Regulations (CFR), *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* located at <http://www.ecfr.gov>.
- B. 44 CFR, Part 10, *Environmental Considerations*.

III. Award Amount and Restrictions

- A. The **City of Birmingham** is awarded **\$20,161.00** under the **FY 2016 EMPG**. The Recipient determined the Subrecipient's EMPG allocation as 35.6931% of the Subrecipient's emergency program manager's salary and fringe benefits. The Subrecipient may receive less than the allocated amount if the Subrecipient's cost share of wages and fringe benefits paid to the program manager are less than the total allocation. The Subrecipient's EMPG program budget must be documented on the Local Budget for Emergency Management Performance Grant form (EMD-17).
- B. The FY 2016 EMPG covers eligible costs from October 1, 2015 to September 30, 2016. The funds awarded in the grant agreement shall only be used to cover allowable costs that are incurred during the agreement period. Grant agreement funds shall not be used for other purposes. For guidance on allowable costs, please refer to the FY 2016 EMPG NOFO, specifically Appendix B.
- C. This grant agreement designates EMPG funds for the administration and oversight of an approved emergency management program. **The Subrecipient may utilize grant funds for the reimbursement of salary, overtime, compensatory time off, and associated fringe benefits for the program manager, and up to 5% of the total allocation may be utilized for M&A costs.** No other expenditures are allowed. **If M&A costs are claimed, a narrative must be submitted detailing the expenses that are included in these costs.**
- D. The FY 2016 EMPG program has a 50% cost match (cash or in-kind) requirement, as authorized by the *Robert T. Stafford Disaster Relief and Emergency Assistance Act*, as amended, (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 et seq.), specifically, Title VI, sections 611(j) and 613. Federal funds cannot exceed 50% of eligible costs. Unless otherwise authorized by law, federal funds cannot be matched with other federal funds.

The Federal Emergency Management Agency (FEMA) administers cost matching requirements in accordance with 2 CFR § 200.306. To meet matching requirements, the Subrecipient contributions must be reasonable, allowable, allocable, and necessary under the grant program and must comply with all federal requirements and regulations.

See the FY 2016 EMPG NOFO for additional match guidance, to include match definitions, basic guidelines, and governing provisions.

- E. All EMPG funded personnel must complete training requirements for the National Incident Management System (NIMS) and the FEMA Professional Development Series (PDS) and record proof of completion. All EMPG funded personnel must also participate in no less than three exercises in a 12 month period.

EMPG programs are required to fill out a quarterly training and exercise report (Quarterly Training and Exercise Reporting Worksheet) identifying training and exercises completed during the quarter. Guidance for accomplishing these requirements will be provided by the Recipient.

- F. Upon request, the Subrecipient must provide to the Recipient information necessary to meet any state or federal subaward reporting requirements.

IV. Responsibilities of the Subrecipient

- A. **Grant funds must supplement, not supplant, state or local funds.** Federal funds must be used to supplement existing funds, not replace (supplant) funds that have been appropriated for the same purpose. Potential supplanting will be carefully reviewed in subsequent monitoring reviews and audits. Subrecipients may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
- B. The Subrecipient agrees to comply with all applicable federal and state regulations; the FY 2016 EMPG NOFO, the *Agreement Articles Applicable to Subrecipients: Fiscal Year 2016 Emergency Management*

Performance Grants, and the EMPG Guidebook (EMD-PUB 208) located at <http://www.michigan.gov/emhsd>. Each of these documents is incorporated by reference into this grant agreement. The *Agreement Articles Applicable to Subrecipients: Fiscal Year 2016 Emergency Management Performance Grants* document is included in the grant agreement packet.

- C. In addition to this grant agreement, the Subrecipient shall complete, sign, and submit to the Recipient the following documents, which are incorporated by reference into this grant agreement:
 - 1. Standard Assurances
 - 2. Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements
 - 3. Audit Certification (EMD-053)
 - 4. Request for Taxpayer Identification Number and Certification (W-9)
 - 5. Other documents that may be required by federal or state officials
- D. Complete and submit quarterly work reports, the Quarterly Training and Exercise Worksheet, and the Annual Training and Exercise Plan Worksheet in accordance with the schedule outlined in the FY 2016 EMPG Work Agreement/Quarterly Report (EMD-31).
- E. Enact enabling legislation establishing the local emergency management program and ensure a copy of the local resolution or ordinance is on file with the Recipient.
- F. Appoint an emergency management program manager who is able to assume responsibility for the following functions:
 - 1. Development and maintenance of programs and systems for effective coordination of community resources in each of the five mission areas: prevention, protection, mitigation, response, and recovery.
 - 2. Planning and preparation for population protection, including evacuation, shelter/reception, logistics and resource management. Ensure that Executive Order #13347 entitled Individuals with Disabilities in Emergency Preparedness and the *Rehabilitation Act of 1973* are being addressed. Further information on disability emergency preparedness programs can be found at <http://www.disability.gov>.
 - 3. Planning and preparation for its appropriate role in response to natural and man-made emergencies and disasters.
 - 4. Exercising the emergency operations plan of the jurisdiction.
 - 5. Emergency management training.
 - 6. Response and recovery from natural and man-made hazards, homeland security related incidents, and other emergencies that may threaten the safety and well-being of citizens and communities.
 - 7. Promoting public awareness of hazards and encouraging family and individual preparedness.
 - 8. Identifying and implementing measures to mitigate the negative impact of disasters and emergencies.
 - 9. Comply with National Incident Management System (NIMS) requirements to be eligible to receive federal preparedness funds. NIMS information is available at <http://www.fema.gov/national-incident-management-system>. More information on complying with NIMS is available from the State NIMS Coordinator.
 - 10. Identify and prioritize needs while simultaneously addressing issues of state and national concern through implementation of the National Preparedness System and the integration of preparedness efforts that build, sustain, and deliver the core capabilities necessary to achieve the desired outcomes identified in the National Preparedness Goal.
- G. Provide the Recipient with complete job description for the federally funded EMPG program manager, including non-EMPG duties.
- H. Notify the Recipient immediately of any changes in the EMPG funded program manager's position.

- I. The Subrecipient will contribute to the development and maintenance of the state's multi-year Training and Exercise Plan (TEP) and conduct exercises that comply with local, state, and federal requirements, including the Homeland Security Exercise and Evaluation Program (HSEEP) to accomplish this goal. Specific requirements are as follows:
 1. Exercises must be conducted by the Subrecipient at least annually.
 2. Exercises must comply with the Subrecipient's annual EMPG Work Agreement.
 3. The Subrecipient must also submit a three-year exercise plan worksheet reflecting upcoming training events and exercises which are to be included in the annual state multi-year Training and Exercise Plan.
 4. An After Action Report/Improvement Plan (AAR/IP) shall be completed for each exercise and submitted to the Michigan State Police (MSP), Emergency Management and Homeland Security Division (EMHSD) State Exercise Officer.
- J. Ensure the EMPG funded program manager completes specific training classes as required by the annual EMPG Work Agreement.
- K. Have an approved and current emergency operations plan on file with the MSP/EMHSD District Coordinator.
- L. The Subrecipient agrees to prepare the form EMD-007 EMPG Expenses Claimed for Local Program Contributions. This form is also referred to as the EMPG Quarterly Billing. The Subrecipient agrees to submit this form with supporting documentation, including all required authorized signatures and required reimbursement documentation, to the appropriate District Coordinator by the due date following the end of **each** quarter. The most current EMD-007 form must be used and can be obtained from the District Coordinator.
- M. Comply with applicable financial and administrative requirements set forth in the current edition of 2 CFR, Part 200, including, but not limited to, the following provisions:
 1. Account for receipts and expenditures, maintain adequate financial records, and refund expenditures disallowed by federal or state audit.
 2. Retain all financial records, statistical records, supporting documents, and other pertinent materials for at least three years after the grant is closed by the awarding federal agency for purposes of federal and/or state examination and audit.
 3. Non-federal organizations which expend \$750,000 or more in federal funds during their current fiscal year are required to have an audit performed in accordance with the Single Audit Act of 1984, as amended, and 2 CFR, Part 200.
- N. Complete federally-mandated reporting requirements, including, but not limited to, requirements related to the *Federal Funding Accountability and Transparency Act of 2006* (FFATA) (Public Law 109-282), as amended by Section 6202(a) of the *Government Funding Transparency Act of 2008* (Public Law 110-252) and Department of Homeland Security (DHS) program specific reporting requirements.
- O. The Subrecipient must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. The Subrecipient also agrees to require any subrecipients, contractors, successors, transferees, and assignees to acknowledge and agree to comply with these same provisions. Detailed information on record access provisions can be found in the *DHS Standard Administrative Terms and Conditions* located at <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>, specifically in the DHS Specific Acknowledgements and Assurances on pages 1.

V. Responsibilities of the Recipient

The Recipient, in accordance with the general purposes and objectives of this grant agreement, will:

- A. Administer the grant in accordance with all applicable federal and state regulations and guidelines and submit required reports to the awarding federal agency.

- B. Provide direction and technical assistance to the Subrecipient.
- C. Provide to the Subrecipient any special report forms and reporting formats (templates) required for administration of the program.
- D. Reimburse the Subrecipient, in accordance with this grant agreement, based on appropriate documentation submitted by the Subrecipient.
- E. At its discretion, independently, or in conjunction with the federal awarding agency, conduct random on-site reviews of the Subrecipient(s).

VI. Reporting Procedures

- A. The Subrecipient agrees to prepare quarterly work reports using the FY 2016 EMPG Work Agreement/Quarterly Report (EMD-31) and submit them through EMHSD's online reporting tool by the due date following the end of **each** quarter. Reimbursement of expenditures by the Recipient is contingent upon the Subrecipient's completion of scheduled work activities.
- B. If the Subrecipient fails to complete the scheduled work activities during a quarter, the Recipient will withhold reimbursement until either the work is completed or the Deputy State Director of Emergency Management and Homeland Security approves a delay in the completion of the activity. If scheduled work activities are not completed by the end of the fiscal year, September 30, 2016, any balance of the EMPG award may be forfeited.
- C. A Subrecipient that fails to complete the annual exercise requirement, as scheduled within the FY 2016 EMPG Work Agreement/Quarterly Report may be ineligible for EMPG funding for that quarter and all subsequent quarters until the qualifying exercise is completed.
- D. The Subrecipient's failure to fulfill the quarterly reporting requirements, as required by the grant, may result in the suspension of grant activities until reports are received.
- E. Reporting periods and due dates are listed in the FY 2016 EMPG Work Agreement/Quarterly Report (EMD-31) located at <http://www.michigan.gov/emhsd>.

VII. Payment Procedures

- A. The Subrecipient agrees to prepare the form EMD-007 EMPG Expenses Claimed for Local Program Contributions. This form is also referred to as the EMPG Quarterly Billing. The Subrecipient agrees to submit this form with supporting documentation, including all required authorized signatures and required reimbursement documentation, to the appropriate District Coordinator by the due date following the end of **each** quarter. The most current EMD-007 form must be used and can be obtained from the District Coordinator.
- B. If the Subrecipient submits required quarterly reports that are late or incomplete, the reimbursement may not be processed until the following quarter.
- C. The Subrecipient agrees to return to the Recipient any unobligated balance of funds held by the Subrecipient at the end of the agreement period or handle them in accordance with the instructions provided by the Recipient.

VIII. Employment Matters

The Subrecipient shall comply with Title VI of the *Civil Rights Act of 1964*, as amended; Title VIII of the *Civil Rights Act of 1968*; Title IX of the *Education Amendments of 1972 (Equal Opportunity in Education Act)*; the *Age Discrimination Act of 1975*; Titles I, II and III of the *Americans with Disabilities Act of 1990*; the *Elliott-Larsen Civil Rights Act*, 1976 PA 453, as amended, MCL 37.2101 *et seq.*; the *Persons with Disabilities Civil Rights Act*, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, state and local fair employment practices and equal opportunity laws and covenants. The Subrecipient shall not discriminate against any employee or applicant for employment, to be employed in the performance of this grant agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment; or any matter directly or indirectly related to employment because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, limited English proficiency, or handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. The Subrecipient agrees to include in every subcontract entered into for the performance of this grant agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of the grant agreement.

The Subrecipient shall ensure that no subcontractor, manufacturer, or supplier of the Subrecipient for projects related to this grant agreement appears on the Federal Excluded Parties List System located at <https://www.sam.gov>.

IX. Limitation of Liability

The Recipient and the Subrecipient to this grant agreement agree that each must seek its own legal representative and bear its own costs, including judgments, in any litigation that may arise from performance of this contract. It is specifically understood and agreed that neither party will indemnify the other party in such litigation.

This is not to be construed as a waiver of governmental immunity for either party.

X. Third Parties

This grant agreement is not intended to make any person or entity, not a party to this grant agreement, a third party beneficiary hereof or to confer on a third party any rights or obligations enforceable in their favor.

XI. Grant Agreement Period

This grant agreement is in full force and effect from October 1, 2015 to September 30, 2016. No costs eligible under this grant agreement shall be incurred before the starting date of this grant agreement, except with prior written approval. This grant agreement package consists of two identical grant agreements, simultaneously executed; each is considered an original having identical legal effect. This grant agreement may be terminated by either party by giving thirty (30) days written notice to the other party stating reasons for termination and the effective date, or upon the failure of either party to carry out the terms of the grant agreement. Upon any such termination, the Subrecipient agrees to return to the Recipient any funds not authorized for use, and the Recipient shall have no further obligation to reimburse the Subrecipient.

XII. Entire Grant Agreement

This grant agreement is governed by the laws of the State of Michigan and supersedes all prior agreements, documents, and representations between the Recipient and the Subrecipient, whether expressed, implied, or oral. This grant agreement constitutes the entire agreement between the parties and may not be amended except by written instrument executed by both parties prior to the grant end date. No party to this grant agreement may assign this grant agreement or any of his/her/its rights, interest, or obligations hereunder without the prior consent of the other party. The Subrecipient agrees to inform the Recipient in writing immediately of any proposed changes of dates, budget, or services indicated in this grant agreement, as well as changes of address or personnel affecting this grant agreement. Changes in dates, budget, or services are subject to prior written approval of the Recipient. If any provision of this grant agreement shall be deemed void or unenforceable, the remainder of the grant agreement shall remain valid.

The Recipient may suspend or terminate grant funding to the Subrecipient, in whole or in part, or other measures may be imposed for any of the following reasons:

- A. Failure to expend funds in a timely manner consistent with the grant milestones, guidance, and assurances.
- B. Failure to comply with the requirements or statutory objectives of federal or state law.
- C. Failure to make satisfactory progress toward the goals or objectives set forth in the annual EMPG Work Agreement.
- D. Failure to follow grant agreement requirements or special conditions.
- E. Failure to submit required reports.
- F. Filing of a false certification in the application or other report or document.

Before taking action, the Recipient will provide the Subrecipient reasonable notice of intent to impose corrective measures and will make every effort to resolve the problem informally.

XIII. Business Integrity Clause

The Recipient may immediately cancel the grant without further liability to the Recipient or its employees if the Subrecipient, an officer of the Subrecipient, or an owner of a 25% or greater share of the Subrecipient is convicted of a criminal offense incident to the application for or performance of a state, public, or private grant or subcontract; or convicted of a criminal offense, including, but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under state or federal antitrust statutes; or convicted of any other criminal offense which, in the sole discretion of the Recipient, reflects on the Subrecipient's business integrity.

XIV. Freedom of Information Act (FOIA)

Much of the information submitted in the course of applying for funding under this program, or provided in the course of grant management activities, may be considered law enforcement-sensitive or otherwise critical to national security interests. This may include threat, risk, and needs assessment information; and discussions of demographics, transportation, public works, and industrial and public health infrastructures. Therefore, each Subrecipient agency Freedom of Information Officer will need to determine what information is to be withheld on a case-by-case basis. The Subrecipient should be familiar with the regulations governing Protected Critical Infrastructure Information (6 CFR, Part 29) and Sensitive Security Information (49 CFR, Part 1520), as these designations may provide additional protection to certain classes of homeland security information.

XV. Official Certification

For the Subrecipient

The individual or officer signing this grant agreement certifies by his or her signature that he or she is authorized to sign this grant agreement on behalf of the organization he or she represents. The Subrecipient agrees to complete all requirements specified in this grant agreement.

CITY of BIRMINGHAM
Subrecipient Name

074239450
Subrecipient's DUNS Number

For the Chief Elected Official

Printed Name

Title

Signature

Date

For the Local Emergency Program Manager

JOHN CONNAUGHTON
Printed Name

FIRE CHIEF - E.M. COORDINATOR
Title

John Connaughton
Signature

9/26/2016
Date

For the Recipient (Michigan State Police, Emergency Management and Homeland Security Division)

Captain Chris A. Kelenske, Commander
Printed Name

Deputy State Director of Emergency
Management and Homeland Security
Title

Chris A. Kelenske
Signature

08/29/16
Date



MEMORANDUM

Police Department

DATE: September 21, 2016

TO: Joseph A. Valentine, City Manager

FROM: Mark H. Clemence, Chief of Police

SUBJECT: Contract Lane Painting – Handwork Pavement Markings 2016-17

On July 26, 2016, the police department requested sealed proposals on MITN for the handwork portion (painting of all crosswalks, parking spaces, and symbols) of the pavement marking project for the 2016-17 fiscal year. Bids were publicly opened on August 9, 2016. Two price quotes were requested for the spring of 2016 and fall of 2017. Two bids were received as follows:

VENDOR NAME	FALL 2016	SPRING 2017	TOTAL
HART PAVEMENT	\$36,000.00	\$51,690.00	\$87,690.00
PK CONTRACTING	\$190,321.20	\$293,986.18	\$484,307.38

The police department recommends accepting the bid from Hart Pavement Striping Corporation for the handwork painting duties as identified in the 2016-17 major streets budget. It should be noted that the 2016-17 handwork specifications were expanded to include sharrows (bike lanes), parking lot spaces at the DPS and ice arena, new handicap spaces at parking meters, and improvements to crosswalk markings which contributed to the increase in costs from prior fiscal years.

Sufficient funds are allocated in the 2016-17 major streets budget contract lane painting account to provide for this expenditure.

SUGGESTED RESOLUTION:

To approve the contract for 2016-17 pavement marking handwork with Hart Pavement Striping Corporation in the amount of \$87,690.00 for combined fall 2016 and spring 2017 paintings; further authorizing and directing the mayor and city clerk to sign the contract on behalf of the city; further to authorize this budgeted expenditure from account number 202-303-001-937.0200.

BID FORM
PAVEMENT MARKINGS FALL 2016
NOTE: QUANTITIES ARE APPROXIMATE
BIDDER TO COMPLETE ALL BLANKS IN THIS DOCUMENT

The City of Birmingham, Michigan will grant to the successful bidder a purchase orders for the following:
PAVEMENT MARKINGS FALL 2016

ITEM	EST QTY	DESCRIPTION OF WORK	UNIT PRICE	ITEM TOTAL
1	11,407	6" CROSS	.30	3411.10
2	11,969	12" CROSS	.40	4787.60
3	138	24" CROSS	2.50	345.00
4	13,310	YELLOW CURB	.30	3993.00
5	6	SCHOOL LEGENDS	200.00	1200.00
6	55	ONLY LEGENDS	100.00	5500.00
7	0	25 MPH LEGENDS	150.00	0
8	71	LEFT TURN ARROWS	70.00	4970.00
9	14	RIGHT TURN ARROWS	70.00	980.00
10	11	THRU ARROWS	70.00	770.00
11	19	COMBO ARROWS	100.00	1900.00
12	0	BLUE CURB	.30	0
13	7	HANDICAP SYMBOLS	10	70
14	160	6" BLUE	.10	16
15	21,547	6" PARKING	.08	1723.76
16	516	6" WHITE HATCH - CROSSWALKS	.30	154.80
17	468	12" WHITE HATCH - CROSSWALKS	.40	187.20
18	2,822	16" WHITE HATCH - CROSSWALKS	.50	1411.00
19	87	18" WHITE HATCH - CROSSWALKS	.50	43.50
20	15	12" STOP	1.00	15.00
21	384	18" STOP	1.00	384.00
22	2,306	24" STOP	1.00	2306.00
23	0	4" WHITE - PARKING LOTS	.08	0
24	2,500	6" WHITE - PARKING LOTS	.10	250.00
25	0	6" YELLOW - PARKING LOTS	.10	0
26	500	YELLOW CURB - PARKING LOTS	.30	150.00
27	2,600	4" BLUE - PARKING LOTS	.10	260.00
28	500	6" BLUE - PARKING LOTS	.10	50.00
29	100	HANDICAP SYMBOLS - PARKING LOTS and METER SPACES	10	1000.00
30	0	YELLOW LINE - SEE ATTACHED LIST	na	0
31	0	WHITE LINE - SEE ATTACHED LIST	na	0
32	0	SHARROWS (TRAVEL LANE SYMBOL FOR CYCLISTS)	150.00	0
33		MOBILIZATION / SETUP CHARGE	122.04	122.04
BID GRAND AMOUNT TOTAL (FALL 2016)				36,000.00

PROJECT TIMELINE: ESTIMATED DELIVERY DATE: September 19, 2016

BIDDER'S SIGNATURE



DATE July 28, 2016

It is understood and agreed that all bid prices shall remain in effect for at least sixty (60) days from the date of bid opening to allow for the award of the bid.

BID FORM
PAVEMENT MARKINGS SPRING 2017
NOTE: QUANTITIES ARE APPROXIMATE
BIDDER TO COMPLETE ALL BLANKS IN THIS DOCUMENT

The City of Birmingham, Michigan will grant to the successful bidder a purchase orders for the following:
PAVEMENT MARKINGS SPRING 2017

ITEM	EST QTY	DESCRIPTION OF WORK	UNIT PRICE	ITEM TOTAL
1	23,563	6" CROSS	.30	7068.90
2	20,634	12" CROSS	.40	8253.60
3	138	24" CROSS	2.50	345.00
4	28,482	YELLOW CURB	.30	8544.60
5	33	SCHOOL LEGENDS	200.00	6600.00
6	76	ONLY LEGENDS	100.00	7600.00
7	14	25 MPH LEGENDS	150.00	2100.00
8	89	LEFT TURN ARROWS	70	6230.00
9	22	RIGHT TURN ARROWS	70	1540.00
10	15	THRU ARROWS	70	1050.00
11	31	COMBO ARROWS	100	3100.00
12	20	BLUE CURB	.30	6.00
13	9	HANDICAP SYMBOLS	10	90.00
14	395	6" BLUE	.10	39.50
15	35,000	6" PARKING	.08	2800.00
16	1,800	6" WHITE HATCH – CROSSWALKS	.30	540.00
17	1,560	12" WHITE HATCH – CROSSWALKS	.40	624.00
18	2,822	16" WHITE HATCH – CROSSWALKS	.50	1411.00
19	87	18" WHITE HATCH – CROSSWALKS	.50	43.50
20	253	12" STOP	1.00	253.00
21	939	18" STOP	1.00	939.00
22	4,243	24" STOP	1.00	4243.00
23	1,000	4" WHITE - PARKING LOTS	.08	80.00
24	11,420	6" WHITE – PARKING LOTS	.10	1142.00
25	2,124	6" YELLOW – PARKING LOTS	.10	212.40
26	1,100	YELLOW CURB – PARKING LOTS	.30	330.00
27	2,450	4" BLUE – PARKING LOTS	.10	245.00
28	900	6" BLUE – PARKING LOTS	.10	90.00
29	107	HANDICAP SYMBOLS – PARKING LOTS AND METER SPACES	10	1070.00
30	0	YELLOW LINE - SEE ATTACHED LIST	na	
31	0	WHITE LINE – SEE ATTACHED LIST	na	
32	34	SHARROWS (TRAVEL LANE SYMBOL FOR CYCLISTS)	150	5100.00
33		MOBILIZATION / SETUP CHARGE/DISCOUNT	20,000.50	20,000.50
BID GRAND TOTAL AMOUNT (SPRING 2017)				\$51,690.00

PROJECT TIMELINE: ESTIMATED DELIVERY DATE: May 1, 2017

BIDDER'S SIGNATURE 

DATE July 28, 2016

It is understood and agreed that all bid prices shall remain in effect for at least sixty (60) days from the date of bid opening to allow for the award of the bid.

CONTRACT

THIS AGREEMENT made the ____ day of August, 2016, by and between the CITY OF BIRMINGHAM, Oakland County, Michigan, hereinafter called the "city", and Hart Pavement Striping Corporation of Milford, MI hereafter called the "contractor" relative to the painting of street pavement markings in the amount of \$87,690.00 total for the fall of 2016 and spring of 2017 to wit:

1. All advertisements for bids, proposals, instructions to bidders, specifications, plans, hereto attached or herein referred to, shall be and are hereby made a part of this agreement.
2. The contractor shall provide street pavement markings in the fall of 2016 and spring of 2017, as set forth in the attached proposal, and in accordance with the plans and specifications which have been made a part of this agreement in a manner, time and place, as therein set forth.
3. The city promises and agrees to pay said contractor for the painting of pavement markings under this agreement at the price provided in the attached quotation.
4. For the faithful performances of the terms of this agreement, said parties respectively bind themselves, their successors, heirs, executors, administrators, and assigns.

IN WITNESS WHEREOF, the parties execute this agreement as of the day and year first written above.

CITY OF BIRMINGHAM

Attested:

Laura M. Pierce
City Clerk


By:

Rackeline J. Hoff
Mayor

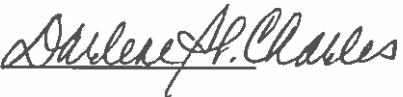
Witnessed:

HART PAVING STRIPING CORPORATION

By:


Dann D. Hart, President

Witnessed:

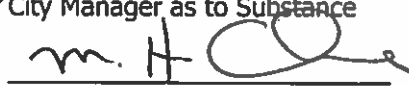


APPROVAL (1.135 City Code)


Timothy J. Currier
City Attorney as to Form


Mark Gerber
Director of Finance as to
Financial Obligations


Joseph A. Valentine
City Manager as to Substance


Mark H. Clemence
Police Chief as to Substance



MEMORANDUM

Police Department

DATE: September 21, 2016

TO: Joseph A. Valentine, City Manager

FROM: Mark H. Clemence, Chief of Police

SUBJECT: Contract Lane Painting – Yellow Centerline and White Long Line Pavement Markings 2016-17

On June 5, 2015 the police department requested sealed proposals for the painting of street lane markings (yellow center and white long line striping) for the 2015-16 fiscal year with a bid opening on June 23, 2015. This invitation to bid was published on the Michigan Intergovernmental Trade Network (MITN). One price quote was requested for the fall of 2015 as center and long line markings are applied once per year, usually during the month of June. Three bids were received, and the city commission awarded a contract to PK Contracting, Inc. (PK) in the amount of \$10,027.00. The contract provided for the City to offer the successful vendor an option to extend at the same rate for two (2) additional years through mutual consent. Aden Shea, Vice President of PK has agreed to extend pricing from the 2015 contract for the spring 2017 job.

The police department recommends renewing the contract with PK for center and long line painting in the amount of \$10,027.00 for the 2016-17 fiscal year project.

Sufficient funds are allocated in the 2016-17 major streets budget contract lane painting account to provide for this expenditure.

SUGGESTED RESOLUTION:

To extend the 2015 agreement with PK Contracting, Inc. for painting yellow centerline and white long line pavement markings in the amount of \$10,027.00 for spring 2017; further authorizing and directing the mayor and city clerk to sign the agreement on behalf of the city; further to authorize this budgeted expenditure from account number 202-303-001-937.0200.

BID FORM
PAVEMENT MARKINGS SPRING 2016
NOTE: QUANTITIES ARE APPROXIMATE
BIDDER TO COMPLETE ALL BLANKS IN THIS DOCUMENT

ITEM	EST QTY	DESCRIPTION OF WORK	UNIT PRICE	ITEM TOTAL
1	117,000	YELLOW LINE - SEE ATTACHED LIST	\$.06	\$ 7,020.00
2	50,100	WHITE LINE - SEE ATTACHED LIST	\$.06	\$ 3,006.00
3		MOBILIZATION / SETUP CHARGE	\$ 1.00	\$ 1.00
BID GRAND TOTAL AMOUNT (SPRING 2016)				\$ 10,027.00

PROJECT TIMELINE: ESTIMATED DELIVERY DATE: PER SPECIFICATIONS

BIDDER'S SIGNATURE  DATE 6.22.15

It is understood and agreed that all bid prices shall remain in effect for at least ninety (90) days from the date of bid opening to allow for the award of the bid.

CONTRACT

THIS AGREEMENT made the ____ day of August, 2016, by and between the CITY OF BIRMINGHAM, Oakland County, Michigan, hereinafter called the "city", and P.K. Contracting, Inc. of Troy, MI hereafter called the "contractor" relative to the painting of street pavement markings in the amount of \$10,027.00 total for centerline stripings in the spring of 2017 to wit:

1. All advertisements for bids, proposals, instructions to bidders, specifications, plans, hereto attached or herein referred to, shall be and are hereby made a part of this agreement.
2. The contractor shall provide street pavement markings in the spring of 2017, as set forth in the attached proposal, and in accordance with the plans and specifications which have been made a part of this agreement in a manner, time and place, as therein set forth.
3. The city promises and agrees to pay said contractor for the painting of pavement markings under this agreement at the price provided in the attached quotation.
4. For the faithful performances of the terms of this agreement, said parties respectively bind themselves, their successors, heirs, executors, administrators, and assigns.

IN WITNESS WHEREOF, the parties execute this agreement as of the day and year first written above.

CITY OF BIRMINGHAM

Attested:

Laura M. Pierce
City Clerk

By:

Rackeline J. Hoff
Mayor

Witnessed:

P.K. CONTRACTING, INC.

By:



Aden Shea
Vice President

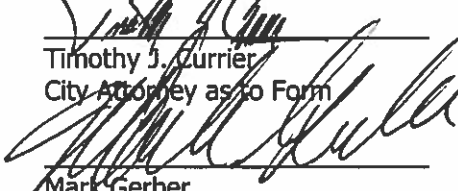
Witnessed:




APPROVAL (1.135 City Code)



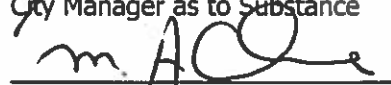
Timothy J. Currier
City Attorney as to Form



Mark Gerber
Director of Finance as to
Financial Obligations



Joseph A. Valentine
City Manager as to Substance



Mark H. Clemence
Police Chief as to Substance

CONTRACT

THIS AGREEMENT made the 13th day of July, 2015, by and between the CITY OF BIRMINGHAM, Oakland County, Michigan, hereinafter called the "city", and P.K. Contracting, Inc. of Troy, MI hereafter called the "contractor" relative to the painting of street pavement markings in the amount of \$10,027.00 total for centerline stripings in the spring of 2016 to wit:

1. All advertisements for bids, proposals, instructions to bidders, specifications, plans, hereto attached or herein referred to, shall be and are hereby made a part of this agreement.
2. The contractor shall provide street pavement markings in the spring of 2016, as set forth in the attached proposal, and in accordance with the plans and specifications which have been made a part of this agreement in a manner, time and place, as therein set forth.
3. The city promises and agrees to pay said contractor for the painting of pavement markings under this agreement at the price provided in the attached quotation.
4. For the faithful performances of the terms of this agreement, said parties respectively bind themselves, their successors, heirs, executors, administrators, and assigns.

IN WITNESS WHEREOF, the parties execute this agreement as of the day and year first written above.

CITY OF BIRMINGHAM

Attested:

Laura M. Pierce
Laura M. Pierce
City Clerk

By:

Stuart Lee Sherman
Stuart Lee Sherman
Mayor

Witnessed:

Cheryl Aylt

P.K. CONTRACTING, INC.

By:

Aden Shea
Aden Shea
Vice President

Witnessed:

William St. Charles

APPROVAL (1.135 City Code)

Timothy J. Carrier
Timothy J. Carrier
City Attorney as to Form

Mark Gerber
Mark Gerber
Director of Finance as to
Financial Obligations

Joseph A. Valentine
Joseph A. Valentine
City Manager as to Substance

Donald A. Studt
Donald A. Studt
Police Chief as to Substance



MEMORANDUM

Police Department

DATE: September 22, 2016

TO: Joseph A. Valentine, City Manager

FROM: Mark H. Clemence, Chief of Police

SUBJECT: Residential Permit Parking

At the September 12, 2016 City Commission meeting, the police department presented a revised "Guidelines for Residential Permit Parking Requests" to the Commission for review. The Commission directed staff to further study a procedure and timeline for the implementation of a revised policy/guideline for residential permit parking. All residential parking permits are up for renewal for 2017-18. In order to facilitate giving notice to current permit holders that residential permit parking will be a topic of review, the issue needs to be addressed now so that when current holders come to the police department to renew their permits in October, November and December of 2016, proper notice can be given that potential changes may be forthcoming.

Additionally, there are two other City projects that will be completed within the next year that should be considered when discussing the issue of residential permit parking, the Ad Hoc Rail District Review Committee and the City Wide Master Plan. The Ad Hoc Rail District Review Committee is currently working to provide a report that is expected to be completed prior to the end of the year or by January of 2017. The committee is evaluating parking solutions in the district. A City Wide Master Plan is expected to be completed by fall of 2017 or later. This plan is also expected to review parking and make recommendations.

With these two City projects in mind, the following procedural timeline appears to be applicable:

1. Revise the guidelines to provide for a two year review with notice to all current permit holders that the issue of residential permit parking is currently under review and changes may occur in the future. Notification to be done by December of 2016 when current permit holders renew their 2017-18 permits.
2. Review residential permit parking requirements/guidelines as part of the City Wide Master Plan update in 2017-18.
3. Once the City Wide Master Plan has been completed, examine and adopt new criteria for residential permit parking in early 2018 consistent with the plan.
4. Administer new residential parking review criteria/guidelines when current permit holders renew their permits for 2019-20.

RESIDENTIAL PERMIT ALTERNATIVE

During the discussion of the September 12, 2016 meeting, a main concern of the Commission was the current residential permit parking policy was "privatizing" streets, making those streets inaccessible to the public.

In response to this concern, the police department would like to suggest an addition to the current guidelines for any new residential parking request moving forward until the new formalized residential parking policy is adopted in 2018. The police department would like to add that all new residential parking requests include a 2 hour time zone allowance that residential permit parking holders would be exempt from. The end result of this addition is that anyone could park on the street for up to two hours before they would be subject to a violation. This would allow for short term use of the street by everyone. For example, near Seaholm High School, new residential permit areas could become a "2 Hour Parking Zone - Permit Exempt". All residents would still have their residential permits allowing them to park all day and all others will have a two hour time limit. This would prohibit students from parking in the neighborhoods but still allow for visitors. This type of restriction addresses the problems identified by recent petitions for residential parking and still allows for public parking.

SUGGESTED RESOLUTION:

To amend the Guidelines for Residential Permit Parking Request to replace "Traffic and Safety Board" with "Multi-Model Transportation Board."

OR

To amend the Guidelines for Residential Permit Parking Request to replace "Traffic and Safety Board" with "Multi-Model Transportation Board" and to include a new Section 8 that outlines the biennial review of all residential permit parking streets.

OR

To amend the Guidelines for Residential Permit Parking Request to replace "Traffic and Safety Board" with "Multi-Model Transportation Board" and to include two new sections; Section 8 that outlines the biennial review of all residential permit parking streets and Section 9 that includes all new residential parking permit requests include a two hour time zone that is permit exempt.

GUIDELINES FOR RESIDENTIAL PERMIT PARKING REQUESTS – RESOLUTION 1

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 Multi Modal Transportation Board for a recommendation.

GUIDELINES FOR RESIDENTIAL PERMIT PARKING REQUESTS – RESOLUTION 2

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 Multi Modal Transportation Board for a recommendation.
8. All residential permit parking streets will be reviewed on a biennial basis.

GUIDELINES FOR RESIDENTIAL PERMIT PARKING REQUESTS – RESOLUTION 3

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 Multi Modal Transportation Board for a recommendation.
8. All residential permit parking streets will be reviewed on a biennial basis.
9. All residential permit parking requests must include a two hour time zone that is permit parking exempt.



MEMORANDUM

Building Department

DATE: September 21, 2016

TO: Joseph A. Valentine, City Manager

FROM: Bruce R. Johnson, Building Official

SUBJECT: BPL Adult Services Renovation

A Request for Proposals (RFP) for the Baldwin Public Library Adult Services Renovation was posted on the Michigan Inter-Governmental Trade Network (MITN) on July 25, 2016. The RFP included detailed plans and specifications for the renovation, which were previously reviewed and approved for construction by Building Department Staff. A pre-bid meeting was held on August 10, 2016 for prospective bidders to learn more about the project and view the areas to be renovated. Several contractors attended the meeting where City and Library staff, along with the architects for the project, described the renovation to the attendees and answered several detailed questions regarding the project.

The deadline to submit proposals was August 26, 2016 at 4:00pm. Five contractors submitted proposals for the project as shown in the following table:

	CONTRACTOR NAME	GRAND TOTAL
1.	Phoenix Contractors, Inc.	\$1,072,200.00
2.	Bernco, Inc.	\$1,080,631.00
3.	The Dailey Company	\$1,150,100.00
4.	Tooles Contracting Group, LLC	\$1,156,500.00
5.	Cross Renovation, Inc.	\$1,219,277.00

City Staff reviewed the proposals for conformance to the RFP and narrowed down the list to two responsive contractors qualified to perform the work. The two selected were The Dailey Company and Tooles Contracting Group, LLC. The other three proposals were incomplete and lacking information requested in the RFP.

A review committee consisting of City Staff, Library Staff and the architects for the project reviewed the top two proposals and determined both contractors qualified for the project. The Dailey proposal was the lowest in price, however it indicated that Builders Risk Insurance would be provided by the City and they were excluding pollution liability insurance. The committee agreed that Dailey should include these insurance expenses in their price and should be selected if their cost remained lowest. Dailey responded that providing the insurance would increase their contract \$2,000.00 for a total amount of \$1,152,100.00.

The review committee has determined The Dailey Company is the most responsive and qualified bidder with the lowest price and recommends they be awarded the contract for the

Baldwin Public Library Adult Services Renovation. Funds are available in the Buildings Improvements Account No: 271-970.000-977.0000.

The Library Board reviewed the review committee's recommendation and passed the following resolution in support of the recommended contractor:

"To support The Dailey Company as the construction contractor for the Adult Services renovation project, as recommended by the City /Library review committee, and furthermore to recommend that the Birmingham City Commission approve The Dailey Company as the construction contractor at its September 26, 2016 meeting."

SUGGESTED RESOLUTION:

To approve the agreement with The Dailey Company for the Baldwin Public Library Adult Services Renovation described in Attachment A of the Request for Proposals, in the amount of \$1,152,100.00 from account #271-970.000-977.0000, and further to direct the Mayor and City Clerk to sign the agreement on behalf of the City.

Attachments:

Library Support MEMO
Agreement
Dailey Proposal

To: Joe Valentine, Birmingham City Manager

From: Doug Koschik, Baldwin Public Library Director

Date: September 21, 2016

Subject: Library Adult Services renovation: Selection of construction contractor & cost estimates

At its September 7 meeting, the Baldwin Public Library Board of Directors unanimously awarded the contract for FFE (furniture, fixtures, and equipment) for the Adult Services renovation project to Library Design Associates (LDA).

At its September 19 meeting, the Baldwin Public Library Board of Directors unanimously passed the following resolution:

To support The Dailey Company as the construction contractor for the Adult Services renovation project, as recommended by the City /Library review committee, and furthermore to recommend that the Birmingham City Commission approve The Dailey Company as the construction contractor at its September 26, 2016 meeting.

The current estimated costs of the project are shown below:

	Total Cost	Add Alternates	Grand Total
Construction bid from The Dailey Company	\$1,097,000	\$55,100	\$1,152,100
FFE bid from Library Design Associates	\$491,282	\$43,744	\$535,026
Architectural/engineering consulting fees	\$210,929	-	\$210,929
Owner's contingency	\$70,000	-	\$70,000
Total project cost	\$1,869,211	\$98,844	\$1,968,055
Budget			\$2,218,172
Estimated amount the project is under budget			\$250,117

The Adult Services renovation is currently projected to come in under budget, but given the nature of building projects, some cost modifications will inevitably occur before the project is completed next spring.

The project is partially funded through a temporary increase in the Library's millage rate—an increase of 0.31 mills for each of FY 2016-17 and FY 2017-18. If the project does end up coming in under budget, the amount of additional millage that the Library will need in FY 2017-18 will be reduced. For example, levying only an additional 0.21 mills, instead of 0.31 mills, in FY 2017-18, would bring in approximately \$218,000 less in revenue. No firm decision on the millage rate can be made, however, until the project is close to completion, in the spring of 2017.

ATTACHMENT A - AGREEMENT
For BALDWIN PUBLIC LIBRARY ADULT SERVICES RENOVATION

This AGREEMENT, made this 26th day of September, 2016, by and between CITY OF BIRMINGHAM, having its principal municipal office at 151 Martin Street, Birmingham, MI (hereinafter sometimes called "City"), and The Dailey Company, having its principal office at 179 Northpoint Drive, Lake Orion, MI (hereinafter called "Contractor"), provides as follows:

WITNESSETH:

WHEREAS, the City of Birmingham, through its Public Library, is desirous of having work completed to renovate the Adult Services section of the Baldwin Public Library in the City of Birmingham.

WHEREAS, the City has heretofore advertised for bids for the procurement and performance of services required to perform renovations to the Adult Services section of the Baldwin Public Library, and in connection therewith has prepared a request for sealed proposals ("RFP"), which includes certain instructions to bidders, specifications, terms and conditions.

WHEREAS, the Contractor has professional qualifications that meet the project requirements and has made a bid in accordance with such request for cost proposals to perform interior renovations to the Adult Services section of the Baldwin Public Library, including the installation of windows along the west face of the building.

NOW, THEREFORE, for and in consideration of the respective agreements and undertakings herein contained, the parties agree as follows:

1. It is mutually agreed by and between the parties that the documents consisting of the Request for Proposal to perform interior renovations to the Adult Services section of the Baldwin Public Library, including the installation of windows along the west face of the building and the Contractor's cost proposal dated August 26, 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, then the construction documents.
2. The City shall pay the Contractor for the performance of this Agreement in an amount not to exceed \$1,152,100, as set forth in the Contractor's August 26, 2016 cost proposal.
3. This Agreement shall commence upon execution by both parties, unless the City exercises its option to terminate the Agreement in accordance with the Request for Proposals.
4. The Contractor shall employ personnel of good moral character and fitness in performing all services under this Agreement.

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

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

7. This Agreement shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan. The Contractor agrees to perform all services provided for in this Agreement in accordance with and in full compliance with all local, state and federal laws and regulations.

8. If any provision of this Agreement is declared invalid, illegal or unenforceable, such provision shall be severed from this Agreement and all other provisions shall remain in full force and effect.

9. This Agreement shall be binding upon the successors and assigns of the parties hereto, but no such assignment shall be made by the Contractor without the prior written consent of the City. Any attempt at assignment without prior written consent shall be void and of no effect.

10. The Contractor agrees that neither it nor its subcontractors will discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight or

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

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

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

- A. Workers' Compensation Insurance: Contractor shall procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- B. Commercial General Liability Insurance: Contractor shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than **\$1,000,000** per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.
- C. Motor Vehicle Liability: Contractor shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- D. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be *Additional Insureds*: The City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to any other coverage that may be available to the additional insured, whether any other available coverage by primary, contributing or excess.
- E. Professional Liability: Professional liability insurance with limits of not less than \$1,000,000 per claim if Contractor will provide service that are customarily subject to this type of coverage.

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

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

appointed officials, employees and volunteers and others working on behalf of the City of Birmingham against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from and the City of Birmingham, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Birmingham, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Agreement. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of its elected or appointed officials, employees, volunteers or others working on behalf of the City of Birmingham.

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

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

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

City of Birmingham
Attn: Bruce Johnson
Building Official
151 Martin Street
Birmingham, MI 48009
(248) 530-1842

The Dailey Company
Attn: Stephen R. Dailey
179 Northpointe Drive
Lake Orion, MI 48359
(248) 364-2600

17. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 48th District Court or by arbitration. If both parties elect to have the dispute resolved by arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan and administered by the American Arbitration Association with one arbitrator being used, or three arbitrators in the event any party's claim exceeds \$1,000,000. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Such arbitration shall qualify as statutory arbitration pursuant to MCL§600.5001 et. seq., and the Oakland County Circuit Court or any court having jurisdiction shall render judgment upon the award of the arbitrator made pursuant to this Agreement. The laws of the State of Michigan shall govern this Agreement, and the arbitration shall take place in Oakland

County, Michigan. In the event that the parties elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suit in the Oakland County Circuit Court or the 48th District Court.

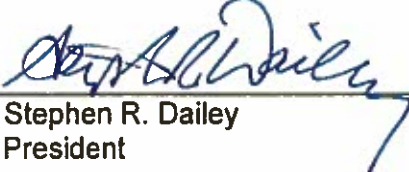
18. FAIR PROCUREMENT OPPORTUNITY: Procurement for the City of Birmingham will be handled in a manner providing fair opportunity for all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the City of Birmingham.

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

WITNESSES:

THE DAILEY COMPANY




By: 
Stephen R. Dailey
Its: President


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)


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


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


Bruce R. Johnson, Building Official
(Approved as to substance)

ATTACHMENT B - BIDDER'S AGREEMENT

For BALDWIN PUBLIC LIBRARY ADULT SERVICES RENOVATION

In submitting this proposal, as herein described, the Contractor agrees that:

1. They have carefully examined the specifications, terms and Agreement of the Request for Proposal and all other provisions of this document and understand the meaning, intent, and requirement of it.
2. They will enter into a written contract and furnish the item or items in the time specified in conformance with the specifications and conditions contained therein for the price quoted by the proponent on this proposal.
3. The undersigned Contractor proposes and agrees to commence the Work of the Contract Documents on a date specified in a written notice to proceed to be issued by the City and shall fully complete the Work within 168 calendar days.

Stephen R. Dailey

August 26, 2016

PREPARED BY
(Print Name)

DATE

President

August 26, 2016

TITLE

DATE


AUTHORIZED SIGNATURE

sdailey@daileyco.com

E-MAIL ADDRESS

The Dailey Company

COMPANY

179 Northpointe Drive, Lake Orion 48359

(248) 364-2600

ADDRESS

PHONE

N.A.

N.A.

NAME OF PARENT COMPANY

PHONE

N.A.

N.A.

ADDRESS

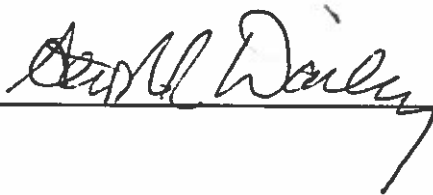
ATTACHMENT C - COST PROPOSAL
For BALDWIN PUBLIC LIBRARY ADULT SERVICES RENOVATION

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

COST PROPOSAL	
ITEM	BID AMOUNT
Division 02 – Existing Conditions (Demolition)	\$ 79,624
Division 03 - Concrete	\$ 7,586
Division 04 - Masonry	\$105,620
Division 05 - Metals	\$ 72,942
Division 06 – Wood, Plastic and Composites	\$ 16,040
Division 07 – Thermal and Moisture Protection	\$ 37,683
Division 08 - Openings	\$ 185,441
Division 09 - Finishes	\$245,508
Division 23 – Heating Ventilation and Air Condition	\$ 65,625
Division 26 - Electrical	\$278,931
Total	\$ 1,095,000
Alternates	
Book Sorting Room Glass Partition	\$ 16,700
Stainless Steel Column Covers	\$ 31,700 \$28,700
"Super" Insulated Guardian Glass	\$ 9,700
Grand TOTAL	\$ 1,150,100

Firm Name The Dailey Company

Authorized signature



Date August 26, 2016

ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM
For BALDWIN PUBLIC LIBRARY ADULT SERVICES RENOVATION

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

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

Stephen R. Dailey

August 26, 2016

PREPARED BY
(Print Name)

DATE

President

August 26, 2016

TITLE

DATE


AUTHORIZED SIGNATURE

sdailey@daileyco.com

E-MAIL ADDRESS

The Dailey Company

COMPANY

179 Northpointe Drive, Lake Orion 48359

(248) 364-2600

ADDRESS

PHONE

N.A.

N.A.

NAME OF PARENT COMPANY

PHONE

N.A.

N.A.

ADDRESS

38-3328896

TAXPAYER I.D.#



**Baldwin Public Library
Response to Request for Proposal
Submitted August 26, 2016**

SUPPLEMENTAL INFORMATION PER RFP:

- A. Description of The Dailey Company & Fact Sheet
- B. Professional References
- C. Project Organizational Chart & Staff Resumes
- D. Past Municipal Experience
- E. Project Schedule & Approach
- F. Clarifications to Bid



**Baldwin Public Library
Response to Request for Proposal
Submitted August 26, 2016**

INTRODUCTION TO THE DAILEY COMPANY

For three generations over more than 80 years, the Dailey name has been recognized for successful, high-quality construction services on a broad range of commercial, institutional, retail and industrial type projects. The Dailey Company offers its clients the ability to solve problems and meet new challenges with professional competence and construction know-how. We are experienced in all types of construction management, general contracting and design-build contracts in both the private and public sectors.

The time honored Dailey philosophy of cooperative teamwork, cost-effective construction, take-charge attitude and attention to detail has developed a strong reputation for results. We consistently maintain strict project budget and schedule requirements to achieve our goal of complete client satisfaction. Our reputation for excellence and the operating principles we bring to each project have been rewarded with a strong repeat client base.



In today's increasingly competitive market, The Dailey Company is recognized by clients who value a partner who works diligently and creatively on their behalf to find the best solutions for each project. Owners, Architects, Engineers and other industry representatives relate to us because of our ability to adjust to their project needs while consistently maintaining their construction requirements. Experience is a key factor in our success. The Dailey Company has a proven track record of successfully completing some of the most complex construction challenges. Our team of seasoned professionals and our understanding of the construction process have created a history of dependable performance delivered in an atmosphere of trust and cooperation.

Experience the Dailey difference!



**Baldwin Public Library
Response to Request for Proposal
Submitted August 26, 2016**

COMPANY FACT SHEET

Name & Address: The Dailey Company
179 Northpointe Drive
Lake Orion, MI 48359
(248) 364-2600 phone
(248) 364-2700 fax
www.daileyco.com

Contact: Stephen R. Dailey
President
sdailey@daileyco.com

Incorporation: State of Michigan, 1996
FEIN#: 38-3328896



Services: Construction Management General Contracting Design Build

Expertise: Office Buildings Health Care Retail
Schools Religious Facilities Interiors
Sports & Recreation Municipal Buildings Hospitality

Insurance: Carrier: Amerisure Insurance Company
Policy limits: \$1 million per occur / \$2 million aggregate
\$10 million umbrella & excess coverage
E.M.R. .90
Agent: Mr. Terry Griffin, (248) 471-9210

Banking: Bank of Birmingham Ms. Kim Robinson (248) 283-6435

Bonding: Capacity: \$50 million aggregate
Surety: St. Paul Travelers
Agent: Mr. Terry Griffin, (248) 471-9210

Litigation/Claims: The Dailey Company, or its officers, has never failed to complete any contract awarded. We are proud to state that The Dailey Company has never been involved in any law suit or claim against us regarding the performance or execution of our work since the inception of our firm.

LEED Experience: The Dailey Company has five LEED accredited professionals on staff and we have successfully completed both LEED certified Gold and Silver projects.

"When we choose to live by the spirit rather than the letter of the law - offering our hand and word as our bond - we distinguish ourselves. When we don't, we give up treasured values and mirror the dark, litigious side of construction."



**Baldwin Public Library
Response to Request for Proposal
Submitted August 26, 2016**

Client References

Ms. Julie Farkas, Director
Novi Public Library
45245 West Ten Mile Road
Novi, MI 48375
(248) 349-0720

Mr. Bill Dunn, Township Supervisor
Charter Township of Oxford
300 Dunlap Road
Oxford, MI 48371
(248) 628-9787, ext. 109

Mr. Dave Roberts, Fire Chief
City of Troy Fire Department
500 West Big Beaver Road
Troy, MI 48084
(248) 524-3419

Mr. Fred Lavery, President
US Auto Group, Ltd.
34602 Woodward Ave
Birmingham, MI 48009
(248) 645-5930

Ms. Vicki Wolber, Director
Macomb County Emergency Management
21930 Dunham Rd
Mt. Clemens, MI 48043
(586) 469-6390

Ms. Monica Haider, Vice President
United Shore Financial Services
1414 East Maple Road
Troy, MI 48083
(248) 833-4444

Project

Novi Public Library, Novi, MI

Oxford Township Hall, Oxford, MI

Troy Fire Station #4, Troy, MI

Audi of Birmingham, Birmingham, MI

Macomb County COMTEC

United Shore Financial Interior Renov.



Baldwin Public Library
Response to Request for Proposal
Submitted August 26, 2016

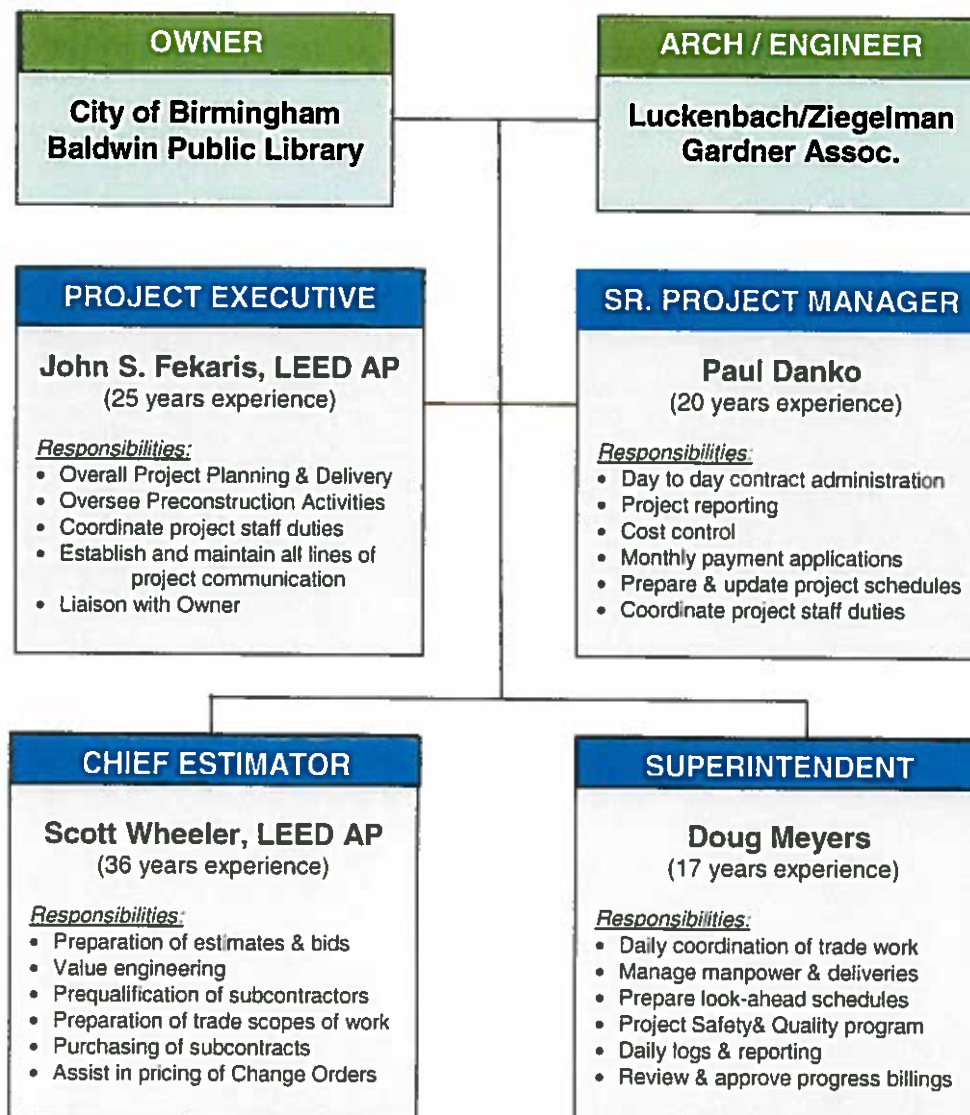
PROJECT STAFF & ORGANIZATIONAL CHART

<u>Name</u>	<u>Title</u>	<u>Total Years Exp.</u>	<u>Years w/ Dailey Co.</u>
John Fekaris, LEED AP	Project Executive	25	18
Paul Danko	Senior Project Manager	20	12
Scott Wheeler, LEED AP	Chief Estimator	36	20
Doug Meyers	Project Superintendent	17	12

TEAM AVERAGE

25 Years

17 Years





John Fekaris, LEED AP
Project Executive

As Project Executive, Mr. Fekaris will provide overall project leadership and control. He will remain involved from start to finish ensuring that the project is successfully completed and meets all programming, cost and schedule objectives. Mr. Fekaris has 25 years of experience in the construction industry. He has held previous positions as Field Engineer, Project Engineer and Project Manager. His prior experience includes a variety of project types including high-end commercial office buildings, retail, health care, educational facilities and industrial buildings. John's projects have ranged in value from \$1 million to over \$150 million.



Education: Wayne State University, Masters of Science, Civil Engineering
Michigan State University, Bachelor of Science, Civil Engineering

Years' Service: John has been with The Dailey Company since 1998.

Partial Project Experience:

MUNICIPAL PROJECT EXPERIENCE



- Macomb County Operations Center, Mt. Clemens, MI – Addition and renovation to existing 25,000-sf facility to create new state-of-the-art Emergency Management and Communications Center centered around a 2-story, 20' x 40' video gallery wall including 24 sheriff dispatch positions.
- Dearborn Administrative Center, Dearborn, MI – All renovations and interior build-out to convert an existing 2-story office building to a new 87,000-sf full service City Hall and Council Chamber.
- Oxford Township Hall, Oxford, MI – Expansion & renovation totaling 9,000-sf over 2 levels to house Council Board Room, offices and a new Oakland County Sheriff sub-station.
- Ferndale City Hall, Ferndale, MI – Complete demolition and re-build of entire 2nd floor and partial 1st floor interiors. Contract included the addition of new lobby elevator and ADA improvements to toilet rooms and stairways.
- Novi Public Library, Novi, MI – New construction of a 60,000-sf, 2-story facility including meeting rooms, café, and adult & teen areas. Project included sustainable design features and LEED documentation.
- 16th District Court, Livonia, MI – New construction of a 40,000-sf, 2-story facility including courtrooms, probation department, judge's chambers, jury rooms, hearing rooms, secured parking and prisoner lock up cells.
- 43rd District Court & Police Station, Ferndale, MI – Expansion and renovations to approximately 15,000-sf of existing space including new public spaces, courtroom and mechanical/electrical upgrades.
- 41B District Court, Clinton Township, MI – New construction of a two-story, 46,000-sf facility containing underground geothermal system, trial courtrooms, a magistrate hearing room, probation department, court administration and full basement.



Paul Danko
Senior Project Manager

As Project Manager, Mr. Danko is responsible for the day-to-day operations and contract administration of the project. He is the primary contact with the Owner and single source to coordinate all pre-construction and construction phase work. Mr. Danko is responsible for project planning, cost control, scheduling, contract administration and project reporting. With over 20 years of experience in the construction industry, Mr. Danko held the positions of estimator and superintendent prior to becoming a project manager. His well-rounded project experience includes municipal buildings, corporate office buildings and interiors, educational facilities, retail, hospitals, parking decks and religious facilities.

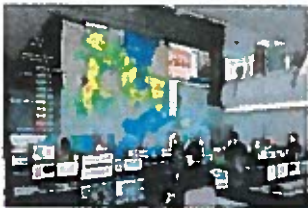


Education: Michigan State University, Bachelor of Science, Construction Management

Years' Service: Paul has been with The Dailey Company since 2005.

Partial Project Experience:

MUNICIPAL PROJECTS



- Macomb County Operations Center, Mt. Clemens, MI – Addition and renovation to existing 25,000-sf facility to create new state-of-the-art Emergency Management and Communications Center centered around a 2-story, 20' x 40' video gallery wall including 24 sheriff dispatch positions.
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- 41B District Court, Clinton Township, MI – New construction of a two-story, 46,000-sf facility containing underground geothermal system, trial courtrooms, a magistrate hearing room, probation department, court administration and full basement.
- Dearborn Parking Deck, Dearborn, MI – New construction of a 5-story, 600-car precast concrete parking deck with connector bridge to adjacent medical office building. The project was a CAM Green Project award winner for sustainable design.



Doug Meyers
Superintendent

As Superintendent, Mr. Meyers will be responsible for the on-site coordination of trades work and the actual construction of the project. He will be responsible for scheduling and coordinating subcontractors' work, monitoring quality control, and ensuring a safe work site. Mr. Meyers will work closely with the Project Manager on the management and administration of the project. Doug has 16 years of construction experience in both new construction and renovation projects. His experience includes variety of project types including healthcare, high-end commercial buildings, retail, public work, K-12 education, parking structures and recreational facilities.



Education: Michigan State University, Bachelor of Science, Construction Management

Years' Service: Mr. Meyers has been with The Dailey Company since 2005.

Partial Project Experience:



- 41B District Court, Clinton Township, MI – New construction of a two-story, 46,000-sf facility that will contain trial courtrooms, a magistrate hearing room, a probation department, court administration and ancillary support spaces.



- Hilton Garden Inn, Detroit, MI – New construction of 10-story, 198-room hotel with conference rooms, swimming pool and full service restaurant.



- Henry Ford Health Systems OptimEyes, Troy, MI – Interior demolition and rebuild of 20,000-sf of ophthalmology and optometry space including patient exam rooms, laser procedure rooms, laboratories and retail sales area.



- Randy Wise Automotive, Fenton, MI – Expansion & renovations to four separate dealerships including GMC-Buick, Chevrolet and Ford. Work included show rooms, customer service areas and vehicle repair shops.



- Pharmacy Advantage, Troy, MI – Interior build-out of a 10,000-sf pharmacy including dispensaries and administration areas.

- Art Institute of Michigan, Troy, MI - Demolition and interior build-out of 16,500-sf of classrooms, lecture halls, art rooms, computer labs, office & administrative areas and a student lounge. Work completed on a fast-track 10-week schedule.

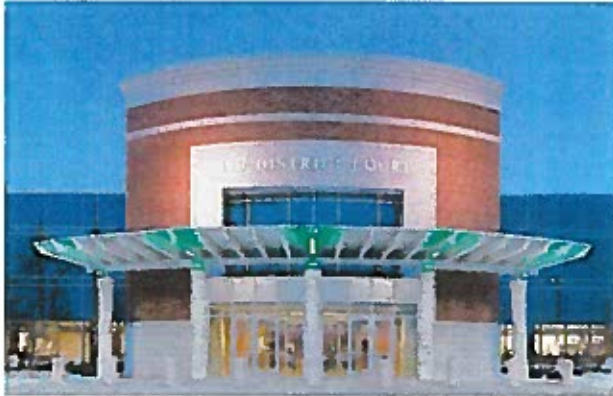
- Gateway Development, Detroit, MI – New ground-up construction of a new 325,000-sf retail development and all associated site work on a 36-acre parcel located at the former Michigan State Fair Grounds.

- Ladywood High School Modernization, Livonia, MI – This 3-phased project includes a chemistry and physics lab addition, remodeling and expansion of administrative offices, conference room and a new main entrance & lobby, along with the conversion/upgrade of the existing chemistry labs.

- Ashford Commons, Auburn Hills, MI – New construction of a 2-story, 30,000-sf mixed-use retail/office building including complete interior build-out.

- NFL/Youth Education Town – Boys & Girls Club, Detroit – New construction of a 30,000-square-foot facility located in southwest Detroit.

MUNICIPAL PROJECT EXPERIENCE



41-B District Court, Clinton Township, MI

New construction of a two-story 46,000-sf facility (plus a full basement) containing three trial court rooms, a magistrate hearing room, a probation department, court administration and ancillary support spaces.

Owner: Clinton Township, MI
Architect: French Associates



16th District Court, Livonia, MI

New construction of a two-story, 40,000-sf facility consisting of two trial court rooms, a hearing room, jury facilities, holding areas as well as high-end judicial chambers with their personal staffing areas.

Owner: The City of Livonia, MI
Architect: French Associates



Novi Public Library, Novi, MI

New construction of a two-story, 53,000-sf library to consist of new youth/young adult areas, multi media areas, meeting rooms, computer lab, fireplace reading lounge and an exterior patio area.

Owner: The City of Novi, MI
Architect: BEI Associates



Farwell Recreation Center, Detroit, MI

New construction of a two-story, 46,000-sf facility containing three trial courtrooms, a magistrate hearing room, a probation department, court administration and ancillary support spaces.

Owner: The City of Detroit Recreation Department
Architect: Hamilton Anderson Associates

MUNICIPAL PROJECT EXPERIENCE



Monroe Multi-Sports Area, Monroe, MI

Design-build a new 74,000-sf multi-sports complex containing two NHL-sized hockey rinks, dressing rooms, multiple party, reception and conference rooms, concession areas, a proshop, and administrative offices.

Owner: The City of Monroe, MI
Architect: Siegel Toumaala Associates



Clemens Center, Mt. Clemens, MI

Conversion of 30,000-sf into an office facility for use by Macomb County and the State of Michigan. Work included interior and exterior demolition and build-out, including courtrooms, holding cells, and kitchen area.

Owner: Macomb County, MI
Architect: James DeBard Architects



Parking Structure, Dearborn, MI

New construction of 5-story, 550-car parking deck with sky bridge to adjacent medical office building. The deck features several LEED sustainability features such as solar power and electric vehicle charging stations.

Owner: The City of Dearborn, MI
Architect: Hobbs + Black Architects



Ferndale City Hall, Ferndale, MI

Design-build construction of over 15,000-sf of interior renovations to two floors of existing facility. Included the complete demolition of 2nd floor finishes and the installation of a new code compliant lobby & elevator.

Owner: The City of Ferndale, MI
Architect: Neumann Smith Architects



**Baldwin Public Library
Response to Request for Proposal
Submitted August 26, 2016**

MUNICIPAL PROJECT EXPERIENCE



Macomb County Emergency Operations Center

An expansion and renovation to create a new 2-story open & tiered atrium within an existing and fully occupied building. Four county agencies plus local police, fire and EMS dispatchers are now under a single roof.

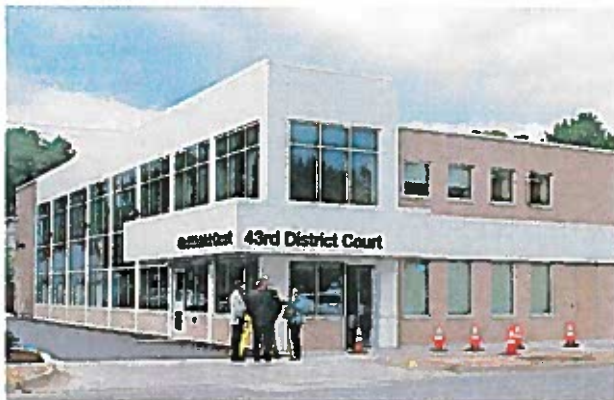
Owner: Macomb County, MI
Architect: Partners in Architecture



Dearborn Administrative Center, Dearborn, MI

Interior and exterior renovations to convert an existing 2-story commercial office building into a 87,000-sf full service City Hall, Council Chambers, offices for all city departments.

Owner: The City of Dearborn, MI
Architect: Neumann Smith / Ghafari Associates



43rd District Court & Police Station, Ferndale, MI

Expansion & Renovation to courthouse and police station totaling over 15,000-sf. Included new public spaces, courtroom, judge's chambers and general & administrative offices and conference areas.

Owner: The City of Ferndale, MI
Architect: French Associates



Oxford Township Hall & Substation, Oxford, MI

Expansion & renovation totaling 9,000-sf over 2 levels to house Council Board Room, general and administrative offices and a new Oakland County Sheriff sub-station.

Owner: Oxford Township, MI
Architect: Stephen Auger + Associates, Architects



**Baldwin Public Library
Response to Request for Proposal
Submitted August 26, 2016**

THE DAILEY APPROACH TO THE PROJECT

It could be easy for a lesser contractor to mistake the Baldwin Library project as being a straightforward renovation and interior build-out, but that would be a mistake. This project has many unique qualities that will define the construction process. This uniqueness impacts the construction plan, safety and schedule.

Whether it is a library renovation, a local school, a sports facility, a retailer or an office space, working within and around an existing operating facility comes with difficulties. This is something that The Dailey Company has vast experience with as we have faced and successfully overcome these challenges while expanding and renovating several complicated projects.

We can incorporate and implement successful strategies learned from these other projects into the Baldwin Library Renovation project. Our first priority would be to separate construction activities from the adjacent spaces and minimize any impact on the operations of the existing facility. A single source location for entry and exit will be used for construction personnel. This will provide control over who comes in and out and also will prevent staff or the general public from wandering into construction areas. We will keep our operation within a fenced area to allow the best separation from the general public and employees.

Deliveries & Material Lay Down: Many deliveries will be done in a just-in-time manner since there is limited exterior material lay-down space. All materials will be delivered and installed quickly. All deliveries will be scheduled for a specific day and time and will be made using the access road as provided. The Dailey Co. will coordinate and communicate with the library staff regarding deliveries and attempt to make most of these deliveries early in the morning to limit impact throughout the day.

Safety, Clean-up & Dumpsters: Generating trash and debris is unavoidable during construction, but Dailey will keep the floors & site clean on a daily basis and all rubbish will be taken directly to a dumpster.

A safe job site is of critical importance to both The Dailey Company and to the Baldwin Library project. We believe that safety, productivity and quality are all interdependent on any project and our staff will develop a comprehensive Job Specific Safety Program (JSSP) to address all potential risks. We will perform a detailed hazard analysis and develop a job specific accident prevention program emphasizing safety education, training, personal protection, equipment precautions and safe work practices.

We will conduct safety orientations for all tradesmen before they commence work on site and demand full compliance from all subcontractors to our safety inspection and reporting policies.





**Baldwin Public Library
Response to Request for Proposal
Submitted August 26, 2016**

PROJECT SCHEDULING

The Dailey Company takes great pride in its ability to produce realistic and useful project schedules. Strict adherence to the schedule is essential for the success of the overall project and to ensure that each component of the Baldwin Library project can fully occupy as quickly as possible. Our track record of meeting our clients schedule goals and requirements is exceptional and is a result of careful planning, continuous updates and attention to detail.

The Dailey Company has developed an initial Master Project Schedule consisting of all major activities and the phasing and milestones required for the overall completion of the project. This is a comprehensive schedule and integrates the FF&E demo requirements, City approvals, permitting, submittal reviews, material lead times, construction durations, move-in requirements and occupancy dates. We developed our schedule using direct subcontractor input to ensure that all subcontractors will agree with the finished product. Our experience clearly shows that a well-planned and detailed project schedule, that all prime subcontractors have had an opportunity to participate in, directly results in a more productive, coordinated and proper execution of work.

*The Dailey Company has
never failed to complete a
project on time!*

*We demand strict
schedule compliance
from all subcontractors.*

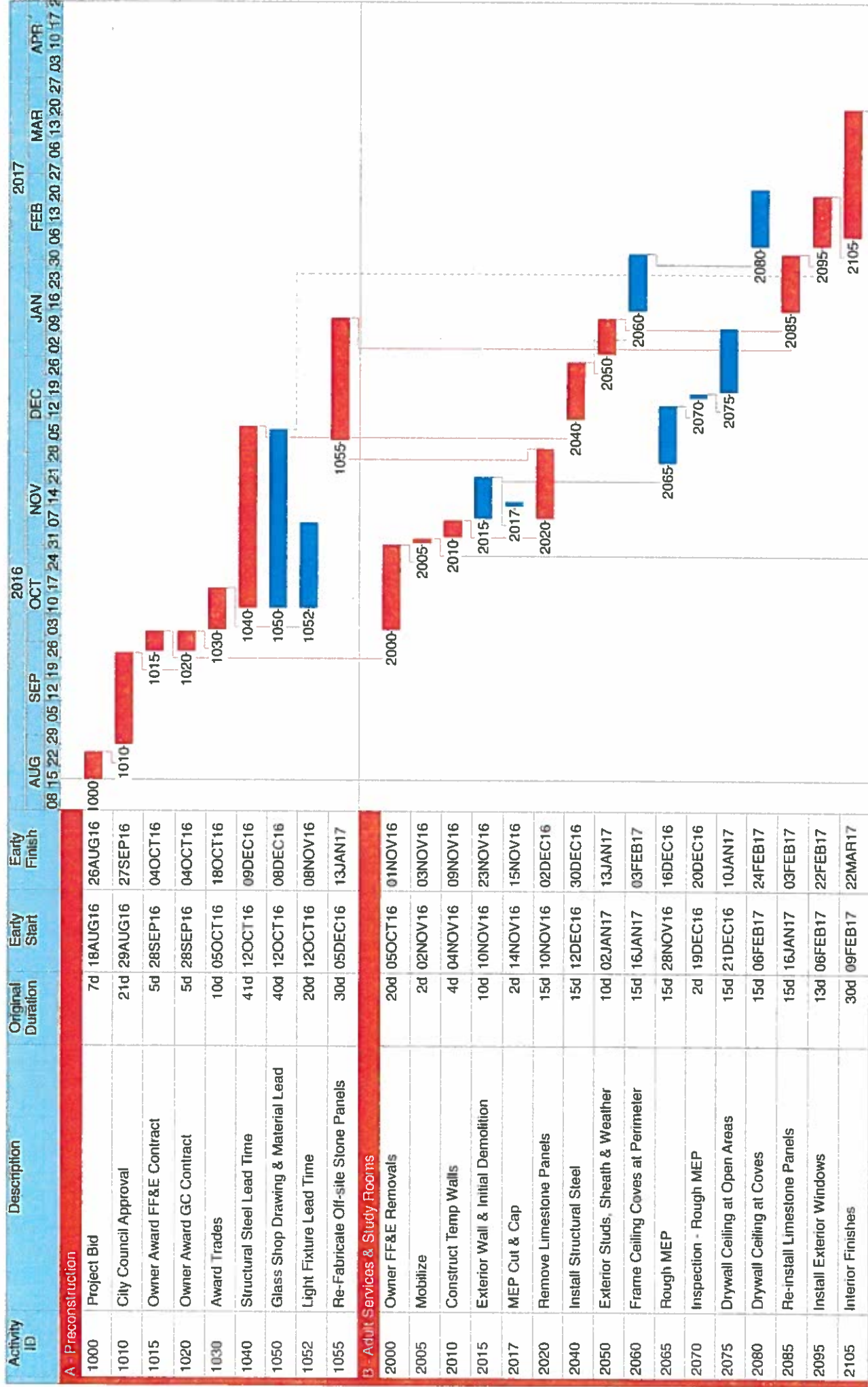


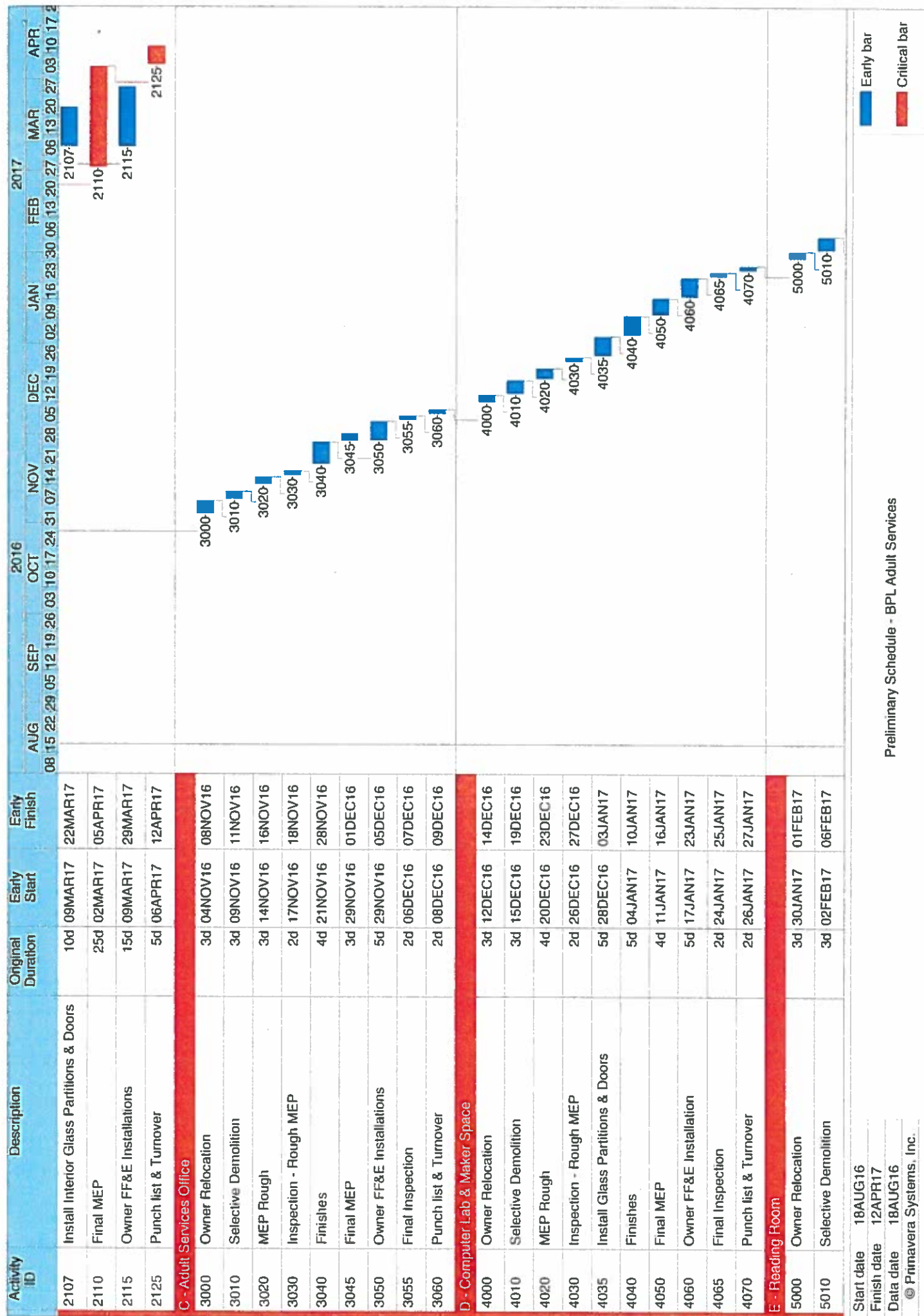
Each major component of the Master Project Schedule will be broken down and further defined into the necessary level of detail to construct the project. The Dailey field staff will create mini-schedules and/or two-week look-ahead schedules that allow easier monitoring of manpower and updating of construction progress.

Throughout the Construction Phase, Dailey will monitor and update the Master Project Schedule on a regular basis to highlight the overall completion date and milestone dates to keep the "big picture" in perspective, along with the two-week look-ahead schedules to focus on the immediate activities and interim milestone dates.

We distribute, review and discuss project schedules on site in our weekly sub coordination meetings. It is in this forum that potential concerns and conflicts are reviewed in detail so that proper steps to address them are implemented immediately.

We have included a copy of our initial schedule herein.







**Baldwin Public Library
Response to Request for Proposal
Submitted August 26, 2016**

CLARIFICATIONS TO BID

1. We may elect to use the existing mechanical and electrical systems for temporary heat. If so elected, they will be cleaned and returned to their current existing condition.
2. Owner will provide the following at no cost to contractor:
 - a. Testing and Special Inspections.
 - b. Builders Risk Insurance.
 - c. CAD backgrounds, if required.
 - d. Removal, relocation or replacement of low voltage equipment and cabling, including CATV service and cabling above ceilings.
 - e. Existing utilities (gas & electric) for temporary and/or construction use.
3. We have specifically excluded the following items from our bid:
 - a. Abatement of lead or any other contaminated materials.
 - b. Hidden or concealed conditions, including existing construction that differs from what is shown on construction drawings.
 - c. Professional Liability Insurance (not customarily provided by GC).
 - d. Pollution Liability Insurance (see item 'A' above regarding abatement).
 - e. Raising the height of fire protection branch and main piping
 - f. Removal of carpet adhesives
4. Fire alarm work is limited to relocation of existing devices. No engineering or programming is included.
5. Base Bid glass for exterior wall based on using the clear low e glass as described under Alt 1 on sheet A101.

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:*(Name, legal status and address)*

The Dailey Company
179 Northpointe
Lake Orion, MI 48359

SURETY:*(Name, legal status and principal place of business)*

Travelers Casualty and Surety Company of America
1441 W Long Lake Rd, Suite 300
Troy, MI 48098

OWNER:*(Name, legal status and address)*

City of Birmingham
151 Martin Street
Birmingham, MI 48012

BOND AMOUNT: Five Percent of Accompanying Bid ----- (5%)

PROJECT:*(Name, location or address, and Project number, if any)*

Baldwin Public Library - Renovations to Existing Building

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 26th day of August, 2016


(Witness)


(Witness)

The Dailey Company


(Principal)

(Seal)

(Title)

Travelers Casualty and Surety Company of America


(Surety)

(Seal)

(Title) Susan L. Small, Attorney-in-Fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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TRAVELERS **POWER OF ATTORNEY**

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 227885

Certificate No. 006693692

KNOW ALL MEN BY THESE PRESENTS. That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

John L. Budde, Steven K. Brandon, Susan L. Small, T. J. Griffin, Terence J. Griffin, Terri L. Young, William A. Pirret, and Patrick E. Williams

of the City of Farmington Hills, State of Michigan, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 3rd day of March, 2016.

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

By: 

Robert L. Raney, Senior Vice President

On this the 3rd day of March, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2016.




 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 26 day of August, 2016


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



Bruce Johnson <bjohnson@bhamgov.org>

BPL - Adult Services Renovation - FOLLOW-UP ON INSURANCE

1 message

Scott Wheeler <swheeler@daileyco.com>

Fri, Sep 16, 2016 at 11:14 AM

To: Bruce Johnson <bjohnson@bhamgov.org>

Cc: Steve Dailey <sdailey@daileyco.com>, John Fekaris <jfekaris@daileyco.com>

Bruce,

In regards to the questions you had regarding our insurance, please note:

Pollution Liability Insurance: As part of our standard general liability insurance, we carry \$1,000,000 limited pollution liability which covers any contaminant or hazard we, or our subs, may bring onto the site and the damage it may cause.

Builder Risk: This is typically provided by the Owner unless stated otherwise in the bid documents. The RFP documents did not call for this coverage by the GC, so I would double check with any others to see if they indeed are carrying this. Typically this can be purchased cheaper by the Owner as a rider to an existing property insurance policy. If you would like us to provide it the premium will be \$2,000.

Let us know how you would like to proceed. We would be happy to meet with you further to discuss the project at your convenience.

Thank you,

Scott Wheeler **LEED AP**

Chief Estimator

179 Northpointe Drive | Lake Orion, MI 48359

ph: (248)364-2600 x20 | fax: (248)364-2700

cell: (248) 736-7122 | email: swheeler@daileyco.comwww.daileyco.com

9/22/2016

City of Birmingham MI Mail - BPL - Adult Services Renovation - FOLLOW-UP ON INSURANCE



Form091620161030.pdf

21K



MEMORANDUM

Engineering Dept.

DATE: September 19, 2016

TO: Joseph Valentine, City Manager

FROM: Paul T. O'Meara, City Engineer

SUBJECT: Oakland County
Local Road Improvement Matching Fund Pilot Program

Earlier this year, the Oakland Co. Board of Commissioners created the above program to assist municipalities by offering limited matching funds for specific, targeted road maintenance and/or improvement projects on roadways under the jurisdiction of cities and villages. Details relative to the program are attached. Once the program was established, our office was invited to submit an application for funding. Terms of the funding included:

- The City must match at least 50% of the total cost of the project.
- The amount determined for Birmingham, based on the County's formula, is \$30,598.
- The improvement must be focused on a local public road under the jurisdiction of Birmingham.
- The project must demonstrate some improvement to the business community, in order to encourage businesses to locate within Oakland County.
- The project must be completed by the end of the County's fiscal year 2016-17 (September 30, 2017).
- The project must be one that was not already budgeted.

Based on the above limitations, the City submitted a funding request to make maintenance improvements to the following road segments within the City's Triangle District:

Webster Ave. – Woodward Ave. to Adams Rd.
S. Worth St. – 300 Ft. North of Webster Ave. to Woodward Ave.

Both of these streets are concrete pavements dating back to the 1950's that have been overlaid with asphalt in the past. Both streets have a narrow right-of-way (50 ft. wide), are in relatively poor condition, and are in need of maintenance or complete reconstruction. The Triangle District Master Plan has recommended changes for portions of these streets, including the creation of a new City park on Worth St., and the relocation of the Woodward Ave. and Worth St. intersection. Implementation of these improvements will require participation from the adjacent private property owners, as a part of their redevelopment. Reconstruction at this time would be premature. Rather, it is recommended that the following maintenance work occur:

1. Remove and patch damaged sections of the overlay with new asphalt.
2. Remove and replace damaged concrete curb sections.
3. Remove and replace sidewalk handicap ramps to meet current federal standards.

4. Install a standard cape seal layer over the entire width of the street.
5. Replace pavement markings.

Installing the improvements suggested above will keep the area safe and maintained while redevelopment plans coalesce.

The County's Local Road Improvement Matching Fund Program provides an excellent opportunity to maintain these streets with a 50% matching grant. The agreement as provided by the County has been reviewed and approved by the City Attorney's office. If approved, it is our intent to first review the Dept. of Public Services' potential plans for a Cape Seal program in 2017, and to include this work in that contract, if one is created. If it is decided to not have a Cape Seal program in 2017, then the Engineering Dept. will prepare and bid out a cape seal project for these streets by itself, to make sure that the work is done during the 2017 construction season.

The Engineering Dept. recommends that the Commission authorize the Mayor to sign attached agreement accepting a matching grant of \$30,598 from Oakland Co. for the purposes of maintenance improvements to sections of Webster Ave. and S. Worth St., to be completed in 2017. Once the project has been bid out and actual costs are known, a budget appropriation will be requested in order to pay for the City's local share of the cost.

SUGGESTED RESOLUTION:

To authorize the Mayor to sign the cost sharing agreement with Oakland County pertaining to the Local Road Improvement Matching Fund Pilot Program, and to direct the Engineering Dept. to proceed with the patching and cape sealing of the specified segments of Webster Ave. and S. Worth St. in 2017.



BOARD OF COMMISSIONERS

1200 N. Telegraph Road
Pontiac, MI 48341-0475
Phone: (248) 858-0100
Fax: (248) 858-1572

August 19, 2016

Joseph Valentine
City Manager
City of Birmingham
151 Martin St., PO Box 3001
Birmingham, MI 48009

Dear Mr. Valentine,

I am pleased to inform you that the Board of Commissioners has approved your application for funding under the 2016 Pilot Local Road Improvement Program.

Poor conditions on our roads create an impediment to the economic development of our community and diminish the excellent quality of life our residents expect. Oakland County is proud to be a partner with your local government to provide much needed investment in our local transportation infrastructure.

Enclosed you will find two (2) copies of a Cost Participation Agreement. Following approval by your governing authority and execution of the agreement, please forward the documents to:

Oakland County Board of Commissioners
Attn: Chris Ward, Administrative Director
1200 N. Telegraph Road
Pontiac, Michigan 48341-0475

We will return a fully executed copy to you for your records. After you receive the finalized agreement, you can invoice our Management and Budget office as instructed in the agreement for payment.

If you have any questions regarding the program or agreement, please feel to contact Chris Ward, Administrative Director of the Board of Commissioners at (248)858-1701 or wardcc@oakgov.com. In addition, please feel free to contact me if I can be of further assistance.

Sincerely,

A handwritten signature in black ink that reads "Shelley G. Taub". The signature is fluid and cursive, with a horizontal line extending from the top of the "Taub" part.

Shelley Taub
Oakland County Commissioner

BIRMINGHAM

AUG 26 2016

CITY MANAGER'S OFFICE

LOCAL ROAD IMPROVEMENT MATCHING FUND PILOT PROGRAM

COST PARTICIPATION AGREEMENT

Resurfacing of Webster Ave. and S. Worth St.

City of Birmingham

Board Project No. 2016-02

This Agreement, made and entered into this ____ day of _____, 2016, by and between the Board of Commissioners of the County of Oakland, Michigan, hereinafter referred to as the BOARD, and the City of Birmingham, hereinafter referred to as the COMMUNITY, provides as follows:

WHEREAS, the BOARD has established the Pilot Local Road Improvement Matching Fund Program, hereinafter the PROGRAM, for the purposes of improving economic development in Oakland County cities and villages. The terms and policies of the PROGRAM are contained in Attachment A. The BOARD intends the PROGRAM to assist its municipalities by offering limited funds, from state statutory revenue sharing funds, for specific, targeted road maintenance and/or improvement projects on roadways under the jurisdiction of cities and villages; and

WHEREAS, the BOARD shall participate in a city or village road project in an amount not exceeding 50% of the cost of the road improvement, hereinafter referred to as the PROJECT, and also not exceeding the Preliminary Distribution Formula as it relates to the COMMUNITY, (Attachment B); and

WHEREAS, the COMMUNITY has identified the PROJECT as the Resurfacing of Webster Ave. and S. Worth St., as more fully described in Attachment C, attached hereto, and made a part hereof, which improvements involve roads under the jurisdiction of and within the COMMUNITY and are not under the jurisdiction of the Road Commission for Oakland County or state trunk lines; and

WHEREAS, the COMMUNITY has acknowledged and agreed to the BOARD's policies regarding the PROGRAM, Attachment A, and further acknowledge and agree that the PROJECT's purpose is to encourage and assist businesses to locate and expand within Oakland County and shall submit a report to the BOARD identifying the effect of the PROJECT on businesses in the COMMUNITY at the completion of the PROJECT. In addition, the COMMUNITY acknowledges that the program is meant to supplement and not replace funding for existing road programs or projects; and

WHEREAS, the COMMUNITY has acknowledged and agreed that the PROGRAM is expressly established as a pilot program and there is no guarantee that the PROGRAM will be continued from year to year. The COMMUNITY further acknowledges and agrees that if the PROJECT is a multi-year road improvement project, the maximum number of years for the PROJECT funding is three (3) years, although the BOARD anticipates that most PROJECT's

funded under the PROGRAM will be completed by the end of calendar-year 2017, and there is no obligation on behalf of the BOARD to fund either the PROJECT or the PROGRAM in the future; and

WHEREAS the COMMUNITY has acknowledged and agreed that the COMMUNITY shall assume any and all responsibilities and liabilities arising out of the administration of the PROJECT and that Oakland County shares no such responsibilities in administering the PROJECT; and

WHEREAS, the estimated total cost of the PROJECT is \$62,000; and

WHEREAS, said PROJECT involves certain designated and approved Local Road Improvement Matching Funds in the amount of \$30,598, which amount shall be paid to the COMMUNITY by the BOARD; and

WHEREAS, the BOARD and the COMMUNITY have reached a mutual understanding regarding the cost sharing of the PROJECT and wish to commit that understanding to writing in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and in conformity with applicable law and BOARD resolution(s), it is hereby agreed between the COMMUNITY and the BOARD that:

1. The BOARD approves of the PROJECT, and in reliance upon the acknowledgements of the COMMUNITY, finds that the PROJECT meets the purpose of the PROGRAM.
2. The BOARD approves of a total funding amount under the PROGRAM for the PROJECT in an amount not to exceed \$30,598, The COMMUNITY shall submit an invoice to the COUNTY in the amount of \$30,598, addressed to Lynn Sonkiss, Manager of Fiscal Services, Executive Office Building, 2100 Pontiac Lake Road, Building 41 West, Waterford, MI 48328, upon execution of this Agreement. Upon receipt of said invoice, the BOARD shall pay the COMMUNITY the sum of \$30,598 from funds available in the PROGRAM.

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

OAKLAND COUNTY BOARD OF COMMISSIONERS

By: _____

Its: _____

COMMUNITY

By: _____

It's: _____

PILOT LOCAL ROAD IMPROVEMENT MATCHING FUND PROGRAM

STATEMENT OF PURPOSE

Oakland County Government recognizes that Michigan law places the primary responsibility for road funding on the State and non-county local units of government. However, the County also recognizes that the law does permit a limited, discretionary role for the County in assisting a road commission and local units within a county by supporting some road maintenance and improvement efforts.

Accordingly, for many years Oakland County has voluntarily provided limited assistance to its cities, villages and townships (CVT's) and to the Road Commission of Oakland County (RCOC) by investing in a discretionary Tri-Party Road Program. Authorized under Michigan law, the County's tri-party funding contributions primarily facilitate safety improvement projects on CVT roads under the jurisdiction of the RCOC. By law, tri-party funds cannot be used to fund projects on roads solely under the jurisdiction of CVT's.

Recognizing a continuing need to better maintain local CVT streets and roads, yet being ever mindful of the County's limited responsibility for and jurisdiction over non-county roads and streets, Oakland County Government wishes to pilot a discretionary program that is more flexible than the current Tri-Party Road Program, one that will allow Oakland County to assist its cities and villages with maintenance and safety projects on non-county roads.

Not being the funding responsibility of County government, local CVT roads generally cannot be maintained or improved using county funds because doing so would be considered to be the "gifting" of County resources. However laudable the purpose, Michigan law generally forbids the gifting of government resources. To avoid application of the constitutionally-based gifting restriction, the state legislature must, and in this arena has, determine that a public benefit results from a taxpayer investment, one that provides a *quid pro quo* sufficient to avoid application of the gifting prohibition. Here, the legislature has determined that the economic development benefit presumed to accrue to a county as a result of local street and road investments can provide a sufficient *quid pro quo* to county taxpayers justifying a discretionary county investment in a non-county road, a benefit that constitutes a fair exchange for value and not a gift.

This legislative determination is set forth in 1985 P.A. 9, which amended 1913 P.A. 380, by adding a new section 2, which in pertinent part provides:

"(1)...A county may grant or loan funds to a township, village or city located within that county for the purpose of encouraging and assisting businesses to locate and expand within the county...

(2) A loan or grant made under subsection (1) may be used for local public improvements or to encourage and assist businesses in locating or expanding in this state, to preserve jobs in this state, to encourage investment in the communities in this state, or for other public purposes."

Communities that wish to attract, retain and grow business, retain jobs and encourage community investment, needs a safely maintained road infrastructure. This road infrastructure must include both residential and commercial roads as workers and consumers need to get to and from work, shopping, schools and recreation. In a fiscally prudent and limited manner, the County wishes to help its cities and villages accomplish this objective by test-piloting a new local road improvement matching fund program.

Any such program must be mindful of the limits imposed under Public Act 9. One important restriction Public Act 9 imposed on grants or loans made pursuant subsection 2 of the Act is the mandate that, "A grant or loan under this subsection shall not be derived from ad valorem taxes except for ad valorem taxes approved by a vote of the people for economic development." This means that funding for an expanded local road assistance program cannot utilize proceeds from any of Oakland County's ad valorem tax levies since no levy has been approved by voters specifically for economic development.

Given this limitation, it appears that the state statutory revenue sharing appropriated to the County can provide a non-ad valorem source of funds that legally can be used to support the pilot program. Competition for those funds, which are limited in amount, is fierce and their yearly availability is subject to the state legislative process. In the recent past, the State stripped all of those funds away from Michigan counties. Understanding that reality, it shall be the policy of the Oakland County Board of Commissioners that the Board shall not appropriate any county funds for a local road improvement matching fund program for non-county roads in any year where the State of Michigan fails to appropriate statutory revenue sharing funds to Oakland County in an amount sufficient to allow the County to first prudently address its core functions.

Act 9 imposes additional conditions on grants and loans. These include requirements that the loan or grant shall be administered within an established application process for proposals; that any grant or loan shall be made at a public hearing of the county board of commissioners and that the Board shall require a report to the county board of commissioners regarding the activities of the recipient and a report as to the degree to which the recipient has met the stated public purpose of the funding.

Understanding all of the above, the Oakland County Board of Commissioners hereby establishes the following Pilot Local Road Improvement Matching Fund Program:

PROGRAM SUMMARY

The Board of Commissioners establishes a Pilot Local Road Improvement Matching Fund Program for the purposes of improving economic development in Oakland County cities and villages. The County intends this Program to assist its municipalities by offering limited matching funds for specific, targeted road maintenance and/or improvement projects on roadways under the jurisdiction of cities and villages.

A city or village participating in the Local Road Improvement Matching Fund Program shall match any fund authorized by the Board of Commissioners in an amount equal to a minimum of 50% of the cost of the total project award. County participation shall be limited to a maximum of 50% of the cost of the total project budget. Funding shall be utilized to supplement and enhance local road maintenance and

improvement programs. Funding is not intended to replace existing budgeted local road programs or to replace funding already committed to road improvements.

PROJECT GUIDELINES

Program funding shall be utilized solely for the purposes of road improvements to roads under the jurisdiction of local cities and villages. Road improvements may include, but not be limited to, paving, resurfacing, lane additions or lengthening, bridges, or drainage as such improvements relate to road safety, structure or relieving congestion.

Program funding:

May be utilized to supplement a local government's matched funding for the purposes of receiving additional federal transportation funding;

May not be utilized to fulfill a local government's responsibility to fund improvements to state trunklines;

Shall be limited to real capital improvements to roadways and shall not be utilized for other purposes, such as administrative expenses, personnel, consultants or other similar purposes;

Shall not be utilized for non-motorized improvements, unless these improvements are included in a project plan for major improvements to a motorized roadway;

Shall be utilized for projects that will result in a measurable improvement in the development of the local economy and contribute to business growth. Recipients shall be responsible for providing an outline of the economic benefits of the project prior to approval and for reporting to the Board of Commissioners after the completion of the project on the benefits achieved as a result of the projects.

ADMINISTRATION

Local Road Improvement Matching Fund Program projects may be appropriated by the Board of Commissioners in compliance with the County budget process. The amount of funds to be dedicated for the Pilot Program shall be determined by the Board of Commissioners on an annual basis. Program funding may be reduced or eliminated based upon the ability of the County government to meet primary constitutional and statutory duties. The Board of Commissioners expressly reserves the right to adjust the County matching funds share at any time based upon County budget needs.

In accordance with MCL 123.872, funds dedicated to the Local Road Improvement Matching Fund Program shall not be derived from ad valorem tax revenues. Program funding shall be limited to funds derived from the County's distribution from the Michigan General Revenue Sharing Act. Reduction or elimination of the County's distribution of revenue sharing funds may result in the elimination or suspension of the program.

Funding availability shall be distributed based upon a formula updated annually. The formula will consist of:

1. A percentage derived from the number of certified local major street miles in each city and village divided by aggregate total of certified local major street miles of all cities and villages in the county.
2. A percentage derived from the population of each city and village as determined by the last decennial census conducted by the U.S. Census Bureau divided by the aggregate total population of cities and villages in the county.
3. A percentage derived from the three year rolling total of the number of crashes on city and village major local streets divided by the aggregate three year rolling crash numbers for all city and village major local streets. The crash data will be supplied by the Road Commission for Oakland County using data from the Traffic Improvement Association.

Each city and villages percentage allocation shall be determined by adding each factor percentage and dividing that total by three. The amount of funds available for match shall be determined by the total amount of funds allocated by the Board of Commissioners added to an equal amount representing the match provided by local cities and villages.

The Chairman of the Finance Committee of the Board of Commissioners shall establish a Subcommittee on the Local Road Improvement Program. This subcommittee shall consist of three members, with two members representing the majority caucus and one member representing the minority caucus. It shall be the responsibility of the Subcommittee to direct the administration of this program, receive applications for program funding and make recommendation of acceptance to the Finance Committee and Board of Commissioners. The Subcommittee may consult with county departments, staff and the Road Commission for Oakland County in the conduct of its business.

DISBURSEMENT

The Subcommittee shall forward recommendations for approval of Local Road Improvement Matching Fund Program projects to the Chairman of the Board of Commissioners. This recommendation shall include a cost participation agreement between the County and participating municipality. Minimally, cost participation agreements shall include: responsibility for administering the project, the project location, purpose, scope, estimated costs including supporting detail, provisions ensuring compliance with project guidelines, as well as disbursement eligibility requirements. The cost participation agreement shall also require the maintenance of supporting documentation to ensure compliance with the following provisions:

1. Any and all supporting documentation for project expenditures reimbursed with appropriated funding shall be maintained a minimum of seven years from the date of final reimbursement for actual expenditures incurred.
2. The Oakland County Auditing Division reserves the right to audit any and all project expenditures reimbursed through the program.

Upon receipt of recommendation of project approval from the Subcommittee, the County Commissioner or Commissioners, representing the area included in the proposed project, may introduce

a resolution authorizing approval of the project and the release of funds. Resolutions shall be forwarded to the Finance Committee of the Board of Commissioners, who shall review and issue a recommendation to the Board on the adoption of the resolution. The Chairperson of the Finance Committee shall schedule a public hearing before the Board of Commissioners prior to consideration of final approval of the resolution.

The deadline for projects to be submitted for consideration shall be established by the Subcommittee. The Subcommittee may work with participating municipalities to develop a plan for projects that exceed that municipality's annual allocation amount. This may include a limited plan to rollover that municipality's allocation for a period of years until enough funding availability has accrued to complete the project, subject to funding availability.

Upon completion of project plans and execution of the local participation agreement by the County and governing authority of the local municipality, the participating municipality shall submit an invoice in accordance with the terms and conditions included in the agreement. The Oakland County Department of Management and Budget Fiscal Services Division shall process payments in accordance with policies and procedures as set forth by the Department of Management and Budget and the Oakland County Treasurer.

In the event an eligible local unit of government chooses not to participate in the Local Road Improvement Matching Fund Program, any previously undistributed allocated funding may be re-allocated to all participating local units of government in accordance with the formula included in this policy.

At the completion of each project, the participating local government shall provide a report to the Board of Commissioners regarding the activities of the recipient and the degree to which the recipient has met the stated public purpose of the funding as required by MCL 123.872.

LOCAL ROAD IMPROVEMENT SUBCOMMITTEE
FINANCE COMMITTEE, OAKLAND COUNTY BOARD OF COMMISSIONERS

Provision regarding existing funded local road programs and projects. The standard project agreement shall require participating municipalities to acknowledge that the Local Road Improvement Program is meant to supplement and to not replace funding for existing road programs or projects.

Fulfillment of economic benefit provisions of MCL 123.872. The Pilot Local Road Improvement Program has been established by the Oakland County Board of Commissioners under the authority granted by MCL 123.872, which provides that "A county may grant or loan funds to a township, village or city located within that county for the purposes of encouraging and assisting businesses to locate and expand within the county". It shall be the responsibility of the municipality to outline the extent to which the project included in their application will meet these standards. The Subcommittee shall only consider projects that meet the standards provided in MCL 123.872. The standard project agreement shall include a provision requiring the participating municipality to fulfill the statutory requirement included in MCL 123.872 that, "the grant or loan contract made by county shall require a report to the county of board of commissioners regarding the activities of the recipient and the degree to which the recipient has met the stated purpose of the funding."

Multi-year projects. The Local Road Improvement Program has been expressly established as a pilot program. There is no guarantee the program will be continued from year to year. The Subcommittee recognizes that the allocation authorized for local governments may not provide adequate funding in a single year to allow a project to move forward. Local governments shall be offered the opportunity to submit project plans that would necessitate the accumulation of multiple years of the community's allocation amount to fulfill the county's share of a project budget. A multi-year project plan submittal shall not exceed three years in duration. The allocation amount available to each community is subject to change annually based upon the factors utilized in the formula. Consideration of multi-year project plans does not obligate Oakland County in any way to funding any project or program in the future. These plans are meant to be utilized for planning purposes and for consideration by the Oakland County Board of Commissioners regarding authorizing a limited carryover of a community's allocation year to year.

Completion of projects and submittal of post-project report. The standard cost participation agreement shall include a provision requiring the municipality to complete the project and submit the required post-project completion report prior to the end of the next calendar year following the date of project approval. An alternative schedule may be approved for a project by action of the Board of Commissioners, upon recommendation of the Subcommittee.

PRELIMINARY DISTRUBUTION FORMULA
OAKLAND COUNTY LOCAL ROAD IMPROVEMENT PILOT PROGRAM

City/Village	Cert Major Local Road Miles	Miles %	Population	Pop %	Crash Data	Crash %	Miles+Pop+Crash	Proposed Total Exp.	Max County Contribution
Auburn Hills	32.33	4.82%	21,412	2.80%	236	1.34%	2.99%	\$59,753	\$29,877
Berkley	15.63	2.33%	14,970	1.96%	55	0.31%	1.53%	\$30,683	\$15,342
Beverly Hills	10.99	1.64%	10,267	1.34%	40	0.23%	1.07%	\$21,398	\$10,699
Bingham Farms	1.02	0.15%	1,111	0.15%	54	0.31%	0.20%	\$4,025	\$2,013
Birmingham	21.87	3.26%	20,103	2.63%	580	3.29%	3.06%	\$61,196	\$30,598
Bloomfield Hills	8.83	1.32%	3,869	0.51%	235	1.33%	1.05%	\$21,039	\$10,520
Clarkston	1.48	0.22%	882	0.12%	37	0.21%	0.18%	\$3,640	\$1,820
Clawson	9.62	1.44%	11,825	1.55%	134	0.76%	1.25%	\$24,960	\$12,480
Farmington	7.36	1.10%	10,372	1.36%	183	1.04%	1.16%	\$23,284	\$11,642
Farmington Hills	58.36	8.71%	79,740	10.43%	1955	11.08%	10.07%	\$201,492	\$100,746
Ferndale	20.99	3.13%	19,900	2.60%	219	1.24%	2.33%	\$46,513	\$23,257
Franklin	4.34	0.65%	3,150	0.41%	48	0.27%	0.44%	\$8,878	\$4,439
Hazel Park	17.12	2.55%	16,422	2.15%	188	1.06%	1.92%	\$38,445	\$19,223
Holly	7	1.04%	6,086	0.80%	83	0.47%	0.77%	\$15,421	\$7,711
Huntington Woods	6.95	1.04%	6,238	0.82%	58	0.33%	0.73%	\$14,533	\$7,267
Keego Harbor	1.93	0.29%	2,970	0.39%	80	0.46%	0.38%	\$7,547	\$3,774
Lake Angelus	0	0.00%	290	0.04%	22	0.12%	0.05%	\$1,084	\$542
Lake Orion	2.74	0.41%	2,973	0.39%	123	0.70%	0.50%	\$9,980	\$4,990
Lathrup Village	7.36	1.10%	4,075	0.53%	185	1.05%	0.89%	\$17,867	\$8,934
Leonard	2.34	0.35%	403	0.05%	4	0.02%	0.14%	\$2,817	\$1,409
Madison Heights	21.5	3.21%	29,694	3.89%	745	4.22%	3.77%	\$75,431	\$37,716
Milford	7.3	1.09%	6,175	0.81%	108	0.61%	0.84%	\$16,716	\$8,358
Northville*	0.8	0.12%	5,970	0.78%	109	0.62%	0.51%	\$10,110	\$5,055
Novi	39.52	5.90%	55,224	7.23%	1313	7.44%	6.86%	\$137,104	\$68,552
Oak Park	18.35	2.74%	29,319	3.84%	275	1.56%	2.71%	\$54,220	\$27,110
Orchard Lake	1.8	0.27%	2,375	0.31%	120	0.68%	0.42%	\$8,397	\$4,199
Ortonville	3.21	0.48%	1,442	0.19%	40	0.23%	0.30%	\$5,962	\$2,981
Oxford	6.01	0.90%	3,436	0.45%	107	0.60%	0.65%	\$13,006	\$6,503
Pleasant Ridge	3.59	0.54%	2,526	0.33%	145	0.82%	0.56%	\$11,254	\$5,627
Pontiac	70.21	10.47%	59,515	7.79%	1264	7.16%	8.48%	\$169,507	\$84,754
Rochester	8.59	1.28%	12,711	1.66%	245	1.39%	1.44%	\$28,879	\$14,440
Rochester Hills	38.61	5.76%	70,995	9.29%	1945	11.02%	8.69%	\$173,830	\$86,915
Royal Oak	63.96	9.54%	57,236	7.49%	1083	6.14%	7.72%	\$154,461	\$77,231
South Lyon	4.43	0.66%	11,327	1.48%	144	0.81%	0.99%	\$19,717	\$9,859
Southfield	64.71	9.65%	71,739	9.39%	2452	13.90%	10.98%	\$219,625	\$109,813
Sylvan Lake	2.58	0.38%	1,720	0.23%	66	0.38%	0.33%	\$6,574	\$3,287
Troy	57.34	8.55%	80,980	10.60%	2343	13.28%	10.81%	\$216,211	\$108,106
Walled Lake	5.34	0.80%	6,999	0.92%	153	0.87%	0.86%	\$17,212	\$8,606
Wixom	10.49	1.56%	13,498	1.77%	408	2.31%	1.88%	\$37,628	\$18,814
Wolverine	3.69	0.55%	4,312	0.56%	57	0.33%	0.48%	\$9,598	\$4,799
TOTAL	670.29	100.00%	764,251	100.00%	17,639	100.00%	100.00%	\$2,000,000	\$1,000,000

ATTACHMENT C

Pilot Local Road Improvement Matching Fund Program

Resurfacing of Webster Ave. and S. Worth St.

City of Birmingham

Board Project No. 2016-02

Resurfacing of Webster Avenue and S. Worth Street. Existing holes will be patched with hot asphalt, and then have the surface overlaid with cape seal. Handicap ramps would also be replaced to meet current standards.

ESTIMATED PROJECT COST

Remove and replace concrete sidewalk ramps and adjacent curbs	\$26,000	
Replace miscellaneous curbs where currently damaged	\$8,000	
Handpatch asphalt areas in poor condition	\$3,000	
Cape seal entire surface	\$25,000	
	\$62,000	

COST PARTICIPATION BREAKDOWN

	COMMUNITY	BOARD	TOTAL
TOTAL COST	\$31,402	\$30,598	\$62,000



Triangle District Urban Design Plan

Development Plan Summary

Infill development and redevelopment is recommended to create a distinct character for the Triangle District while complementing the Downtown and surrounding neighborhoods. Redevelopment of the Triangle should create an urban environment that is inviting and walkable. There should be mixed-uses within buildings to create a strong synergy of multiple uses with 24-hour/7-day-a-week activity.

The area should become a self-sufficient neighborhood with mutually supportive residential and commercial uses. While commercial uses along Woodward Avenue could be more general, community service, commercial uses in the heart of the Triangle and along Adams should be oriented more towards serving the immediate neighborhood. Residences and offices should be located in the upper floors above the shops and offices at street-level. Attached single-family, live-work, and other residential uses should also comprise a portion of street-level uses, especially along Elm Street and adjacent to existing single family residences. First-floor retail, especially restaurants, bistros, and cafés, should be encouraged but not required in the heart of the District.

Building Design and Placement. Buildings should be designed in a contemporary style and oriented toward their primary street. Designs should incorporate sustainable building elements for the site and the structures. Scale, and size should be compatible with adjacent structures, and facades and rooflines should vary to create relief from continuous surfaces. Pedestrian friendly features should be incorporated.

Building Height. Varied building heights are recommended to properly frame the streets and provide the massing necessary to relate to the scale of the streetscapes. The hierarchy of height ranges from taller mixed-use buildings along Woodward Avenue that are seven stories and higher, medium height mixed-use buildings of 4-5 stories in the District's interior



MEMORANDUM

Engineering Dept.

DATE: September 21, 2016

TO: Joseph Valentine, City Manager

FROM: Paul T. O'Meara, City Engineer

SUBJECT: 35001 Woodward Ave.
Temporary Parking Lot
Authorized Monthly Permits

At the meeting of May 9, 2016, the City Commission authorized the lease with the owner of the above property, allowing the Parking System to operate a temporary monthly permit parking lot at this location. Since then, the authorized number of 40 permits have been sold to individuals that had been waiting for a permit at the Park St. Parking Structure. Permits are sold at the rate of \$65 per month, matching the rate currently charged at the Park St. Parking Structure.

We are currently tracking usage of the lot by those that have a permit. A recent survey of usage during peak hours is attached for the week of September 13. At no time were there more than 27 vehicles parked at the lot, which has a capacity of 36 regular spaces and 2 handicapped spaces. In order to get maximum benefit from this lot, it appears appropriate to sell additional permits at this location. It is suggested that the number of permits that can be sold here be increased by 15 permits, for a total of 55 authorized permits.

If sold at this level, it is possible that there will be times when a permit holder arrives and cannot find a space. We will notify all permit holders that should this occur, they should park their vehicle in the Park St. Parking Structure. While they will not be given an electronic pass to do so, they will be able to talk to the SP+ staff at the Park St. exit gate upon exit, and be allowed to leave for free.

The Advisory Parking Committee reviewed this issue at their meeting of September 21, and passed a recommendation in support of this idea.

SUGGESTED RECOMMENDATION:

To accept the recommendation of the Advisory Parking Committee, and increase the authorized number of monthly permits that can be sold at the temporary parking lot located at 35001 Woodward Ave. by 15, for a total of 55 monthly permits. All other terms will remain the same.



MEMORANDUM

Engineering Dept.

DATE: September 15, 2016

TO: Advisory Parking Committee

FROM: Paul T. O'Meara, City Engineer

SUBJECT: Authorized Monthly Permits
Temporary Parking Lot at 35001 Woodward Ave.

In May of this year, the City Commission authorized the sale of 40 monthly permits to the public, using a mirror hang tag system like Parking Lot #6. The permits are sold in three month periods, at \$65 per month each. Like other locations, usage seemed low during the summer months. Now that the summer season is over, a survey was conducted this week to measure usage. A new permit period started on September 1, and as of this writing, seven of the previous permit holders have not come in to pay for a renewal. They are being reminded this week, and have until next week to renew. If they do not, their permits will be offered to others from the Park St. Structure waiting list.

The attached survey results show that the most number of spaces being used as 27. When 27 cars are present, that is a permit usage factor of over 81%, which is above the national average. The capacity of the lot is 40 regular spaces and 2 handicapped accessible spaces. If all 40 currently authorized permits had been sold at the time of the survey, one can assume that about 31 or 32 spaces would be used at the most.

Given the continued lack of usage, and the desire to make this lot as beneficial as possible, staff now recommends that we increase the authorized number of permits for sale by 15, for a total of 55. If 55 permits are sold, there will be some days when the lot fills (when usage reaches the 80% mark). On those days, permit holders can be directed to use the Park St. Structure instead for that day only. While this higher number may result in filling the lot some days, we feel it is better to have the lot operate closer to capacity than to continue the current under-utilization.

Permits will continue to be offered at \$65 pending a change in the monthly permit rate at Park St. If that rate is changed, the rate at this lot should be increased similarly.

SUGGESTED RECOMMENDATION:

To recommend to the City Commission that the number of authorized permits available for sale at the temporary parking lot being operated at 35001 Woodward Ave. be increased by 15 for a total of 55.

Parking Space Usage - 35001 Woodward Ave.

Sept. 13, 2016

	10a	11a	12p	1p	2p
Regular	21	25	27	23	23
Handicap	0	0	0	0	0

Sept. 14 2016

	10a	11a	12p	1p	2p
Regular	27	27	27	25	27
Handicap	0	0	0	0	0

Sept. 15, 2016

	10a	11a	12p	1p	2p
Regular	19	25	24	24	24
Handicap	0	0	0	0	0



MEMORANDUM

Engineering Dept.

DATE: April 29, 2016

TO: Joseph Valentine, City Manager

FROM: Paul T. O'Meara, City Engineer

SUBJECT: Temporary Monthly Permit Parking Lot
35001 Woodward Ave. (NW Corner of Maple Rd.)

Within the past month, staff has successfully negotiated a lease from the owner of 35001 Woodward Ave. As you know, the northwest corner of Maple Rd., formerly the site of a Sunoco gas station, has been vacant for about nine years. The current owner has not finalized redevelopment plans. In the meantime, he has expressed a willingness to have the City lease the lot at no cost (other than maintenance), which would allow the area to be used as a temporary parking lot.

The Advisory Parking Committee (APC) discussed this opportunity at its meeting of April 20, 2016. Details of the lease and how the parking lot would operate are attached. At the end of the discussion, the APC passed the following recommendation:

The Advisory Parking Committee recommends to the City Commission that the Mayor be authorized to sign the lease offered by the owner of the vacant property located at 35001 Woodward Ave. for the operation of a temporary parking lot. Further, it is recommended that the lot be maintained by the City with its gravel surface, and that monthly permits be offered for sale at the rate matching that being charged for permits at the Park St. Parking Structure, offered first to those on the Park St. Parking Structure waiting list. All costs and revenues derived from this lot (other than Police Dept. enforcement) will be directed to and from the Auto Parking System Fund.

As referenced in the attached memo, revenues are projected to be about \$31,200 annually. Given the costs incurred for maintenance of the City's other small parking lots, we anticipate that general operations and maintenance costs will use the majority of these funds. It is anticipated that a new section of account numbers will be created within the Auto Parking System fund to track these costs. Once some experience has been gained, the costs for this lot can be reflected in next year's budget request.

Given the current demand for parking in this area, we see this as a good opportunity to assist the business community. A suggested resolution follows:

SUGGESTED RESOLUTION:

To authorize the Mayor to sign the lease as prepared to operate a temporary parking lot on the vacant land known as 35001 Woodward Ave. Further, to authorize staff to direct all costs to prepare and maintain this property to the Auto Parking System Fund. Monthly rates shall match those charged at the Park St. Parking Structure, with all revenues being directed to the Auto Parking System Fund.



MEMORANDUM

Engineering Dept.

DATE: April 16, 2016

TO: Advisory Parking Committee

FROM: Paul T. O'Meara, City Engineer

SUBJECT: 35001 Woodward Ave.
Temporary Parking Lot Lease

Approximately two years ago, the idea of operating a temporary parking lot on the above property was discussed with the Advisory Parking Committee (APC). Since that time, repeated communications with the property owner's representative did not materialize in an agreement. However, recent contact with another representative proved more successful, and we now have a signed lease (attached) for your review. Staff is excited to take advantage of this opportunity, and move this property to a point where it can be used as a means to address the current parking demand.

PARKING LOT PLAN

Attached is a plan that was prepared to help clarify the best arrangement for the use of the property as a parking lot. The two existing approaches on Woodward Ave. would be used as entrance points to two dead end rows of parking. Since the surface will be gravel, there will not be any pavement markings directing drivers on where to park. Vehicles using the far north or south rows of spaces will be expected to head in to the edge of the gravel. Vehicles using the center two rows will be controlled by the installation of a row of parking blocks down the middle of the property. To further mark the edges of the spaces, object markers, similar to those used to help guide snow plow operators as to the location of hazards, will be installed at each front parking space corner. On the map, the reference to a fence reflected the fact that a fence existed at the time the map was made. The fence has since been removed, and no new fencing is proposed at this time.

Other planned improvements include:

1. Additional gravel will be brought in and graded by our Dept. of Public Services crew to remove current low spots, and to make certain areas safer where large rock has been placed in the past.
2. The attached sheet provides suggested language for two types of signs that will be posted on the lot. All signs shall have the City color dark green background, with white lettering, to help clarify that it is a City of Birmingham operation. One sign each will be posted at each entrance stating PERMIT PARKING ONLY. This sign is intended to discourage non-permit holders from turning into the lot. Once inside the lot, the second, more informative sign will give a better description of how the lot is being monitored, and that a permit tag must be displayed.

3. To keep the lot conforming with the Americans with Disabilities Act, two handicapped parking spaces are required. It is recommended that one space will be provided in each of the northwest and southwest corners of the property. A sign will be provided denoting that the space is reserved for the disabled.
4. Two trash barrels will be installed. The lot will be monitored for cleanliness both by SP+ staff, and our Dept. of Public Services.
5. Regular maintenance of the property, such as lawn mowing and snow plowing, would be done by our Dept. of Public Services.

PARKING LOT USE

The surface of the lot will be gravel, which at times may be holding water, or contain minor trip hazards. In order to reduce vehicular and pedestrian traffic on the gravel, it is suggested that the lot will be reserved for the use of monthly parking permit holders only. Providing space for employees will reduce the City's liability, and will be an effective means of providing more open parking spaces in our larger facilities, such as the nearby parking structures.

Monthly permit holders will be sold a permit in three month increments, similar to those sold for Parking Lot #6. Permit holders will be provided a tag to display on their rear view mirror when they are in the lot. Those parked in the lot without the tag will be subject to a ticket issued by the Police Dept.

Vehicles parked in the disabled permit spaces will need to display both their disabled parking permit, as well as their monthly parking permit. Since both are designed to hang on the rearview mirror, staff will review with the Police Dept. on how to best handle this issue so that permit holders may be instructed on how to display both passes at the same time. Disabled permit parkers that possess the State issued "free parking" yellow tag placed on the disabled permit will be able to park in the reserved spaces only without possessing a monthly permit.

Given the current demand for parking permits, we expect that the lot will sell out immediately. Not knowing how much use the lot will get from those that obtain a permit, it is recommended that 40 permits be authorized for sale at this time, given that only 37 spaces will be contained in the lot, and two of them will be reserved for the disabled. If it appears that the lot is being underutilized by the 40 permit holders, a request to increase the authorized permit number will be forwarded later to the City Commission.

Since this lot is in close proximity to the Park St. Structure, and since that structure is filling currently on a regular basis, we feel it is most advantageous to first offer permits to those who have been waiting the longest on the Park St. Parking Structure waiting list. Those on this list have currently been waiting about two years. The suggested cost is \$65 per month, the same being charged at the Park St. Structure. Permit holders would be notified that this lot is considered temporary, and issuance of a permit here does not guarantee that it will continue well into the future. Rather, those buying permits would be encouraged to remain on the waiting list at the Park St. Structure, so that when that opportunity opens up, they could still move into that facility for a longer term parking location.

EXPENDITURES AND REVENUES

The property owner has been gracious in offering the use of the property at no cost. The initial signed lease will be for twelve months, to commence upon approval of the City Commission. After the first year, both parties are obligated to give the other a 90 day advance notice of a desire to end the lease. There has been no indication at this time that the owner is planning to move forward with a building project, but we do not anticipate that the lot will remain vacant for several years.

It is planned that all preparatory work required to get the lot ready for use would be completed with City staff. Estimated costs for labor and materials are expected to be less than \$10,000. Ongoing costs will be budgeted in future budget years as needed. Based on labor and equipment charges used for the operation of the City's other lots, it is anticipated that the ongoing cost to operate this lot will be about \$20,000 annually.

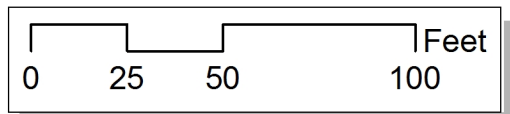
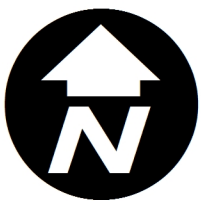
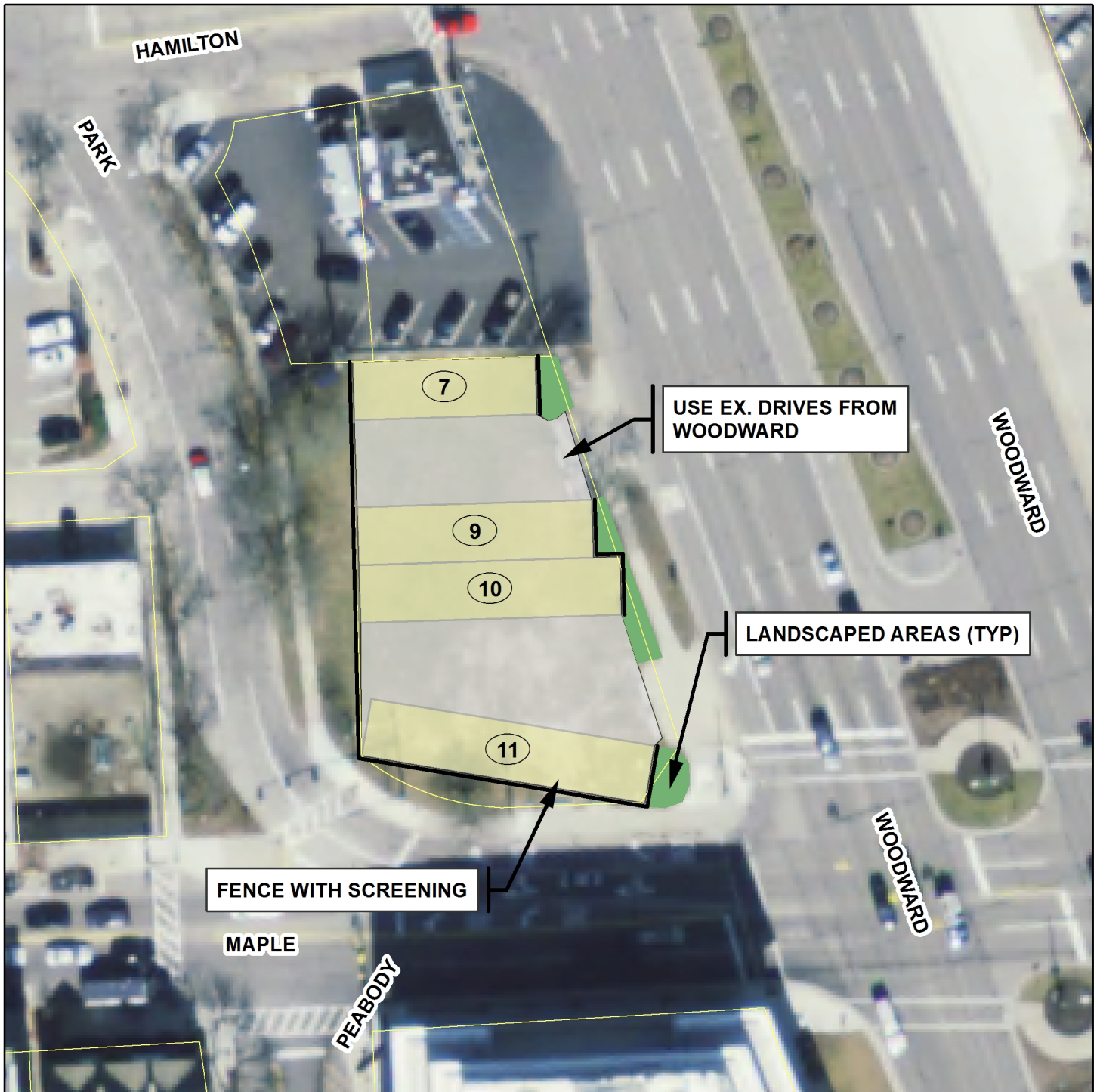
Assuming the City sells 40 monthly permits at \$65 per month, an annual revenue of \$31,200 can be anticipated. Selling these permits will likely result in a decline in daily revenues at the Park St. Structure. Therefore, it is not clear if the lot will be truly self-sustaining. However, similar to the valet proposal being discussed, operation of this lot is considered an important move to improve public service, rather than increase revenues.

Enforcement of the lot will be handled by the Police Dept. Similar to other areas, the General Fund will pay for this operation, and ticket fines collected will be directed back to that source.

Staff sees this as an excellent opportunity to use this vacant property for a beneficial use while it is awaiting redevelopment. A suggested recommendation follows.

SUGGESTED RECOMMENDATION:

The Advisory Parking Committee recommends to the City Commission that the Mayor be authorized to sign the lease offered by the owner of the vacant property located at 35001 Woodward Ave. for the operation of a temporary parking lot. Further, it is recommended that the lot be maintained by the City with its gravel surface, and that monthly permits be offered for sale at the rate matching that being charged for permits at the Park St. Parking Structure, offered first to those on the Park St. Parking Structure waiting list. All costs and revenues derived from this lot (other than Police Dept. enforcement) will be directed to and from the Auto Parking System Fund.



35001 WOODWARD TEMPORARY PARKING CONCEPT PLAN

DATE: MAY 15, 2014

**PERMIT
PARKING
ONLY**

MUNICIPAL PARKING LOT

MONTHLY PERMIT PASS MUST BE DISPLAYED

CALL 248-540-9690 FOR INFO.

SP+
Birmingham, Michigan
35001 WOODWARD AVE. PERMIT APPLICATION

Please Print Required Information Below

Permit Holder's Name _____	
Vehicle Model _____	License Plate # _____
Vehicle Color _____	
Employed At _____	
Work Address _____	
Home Phone: _____	Work Phone _____

The above-named person is hereby issued a Parking Permit Hangtag for the temporary parking lot at **35001 Woodward Ave.** The holder of the permit will be permitted to park a vehicle with a valid hangtag in the temporary lot as long as desired without the payment of an additional fee.

Issuance of this permit does not guarantee the availability of a parking space.

1. Permits are issued to individuals only and may not be transferred to other individuals.
2. Lost hangtags can be replaced with a \$20.00 replacement fee.
3. The holder of this permit acknowledges the following:
 - a. That the right to obtain a monthly permit at this lot will be temporary. SP+ will provide a 30 day notice in writing when the privilege of parking at this lot will be ending. Charges for the last month will be prorated if not a whole month.
 - b. That the temporary parking lot is surfaced with gravel. The walking surface may be rough, and may contain uneven grade at times. The permit holder assumes all risks relative to walking on said surface when walking to and from their vehicle.
 - c. The permit holder has received a map showing the general layout of the temporary lot. No pavement markings are provided to guide vehicles into an efficient pattern, however, markers are provided at each parking space corner. Permit holders are expected to park their vehicle according to the markers in an orderly manner so that the parking lot may be used by all those issued a permit. Vehicles parked outside of the markers in such a way that others cannot park adjacent will be subject to a ticket for improper parking.

The City of Birmingham reserves the right to refuse to issue a permit for failure to comply with the conditions of the agreement.

I HAVE READ AND AGREE TO ABIDE BY THE CONDITIONS OF THIS PERMIT.

Permit Holder's Signature

SP+ Staff



MEMORANDUM

Engineering Dept.

DATE: September 21, 2016

TO: Joseph Valentine, City Manager

FROM: Paul T. O'Meara, City Engineer

SUBJECT: Park St. Parking Structure
Valet Assist Proposal

During the period of February – June, 2016, the Parking System experienced unprecedented demand from the public on weekday afternoons. Demand was particularly strong at the N. Old Woodward Ave. and Park St. Parking Structures. Both facilities were filling routinely from late morning to about 3 PM. It is important that these facilities remain open and available for visitors to the City.

In April, staff presented a valet assist proposal from SP+ Parking to assist in this matter. All five parking structures were studied for opportunities to open a partial day valet service during peak demand, allowing valet staff to park vehicles on the roof level in such a way that it increased the capacity of the parking structure.

At the meeting of May 9, 2016, the City Commission approved a proposal recommended by the Advisory Parking Committee (APC), directing SP+ to operate a valet assist program on Level 5 of the N. Old Woodward Ave. Structure, at an estimated cost of \$52,000 per year. The cost estimate was based on approximately five hour work days, five days per week.

The valet service was set up and operating beginning in early June. It was deemed very successful that month, as it put an end to the routine of filling the building to capacity (records attached). In July, and continuing into August, the typical summer drop in demand impacted the need for the service. To save costs, no valet service was offered on Mondays and Fridays during this period. It was anticipated that demand would pick back up this month, but to date, the valet service has not been needed most days. The service is still running three days per week, with the expectation that demand will return as we get closer to the holiday shopping season.

When SP+ conducted its study of all of Birmingham's parking structures, the N. Old Woodward Ave. location rated high for the valet assist idea, largely because of the way the aisles were constructed, coupled with the demand that was being seen last spring. Although the demand was also high at Park St., the aisle layout in that building made this location rank lower. At the N. Old Woodward Ave. location, staff does not arrive until 10 AM. If the public needs to park on the roof before they arrive, that works fine. The valet can operate around some vehicles that are already self-parked. At Park St., with its narrower aisles, the valet operators must park cars closer to each other. From a liability standpoint, it is important that all vehicles be parked by the staff, not the public. The valet operation will need to work longer hours, currently suggested at 9 AM to 6 PM. These hours will ensure that all cars that need to park on the roof,

are parked by the valet staff, both coming and leaving. (If a small number of vehicles are left on the roof past 6 PM, notes will be left on them encouraging them to call the office, at which time their keys will be brought out to them.) In addition to the longer hours, SP+ is recommending the addition of a third member to the valet team, to adequately handle the larger area involved.

Assuming that a valet assist service would be needed to keep the Park St. Structure open at all times this fall, staff presented an SP+ proposal at their meeting of August 17. Due to the longer hours and additional staff, the cost of the Park St. valet assist was suggested at \$120,000 per year. The APC declined to recommend this initiative, thinking the cost was too great for the benefit gained. SP+ explored cost saving measures, which included:

1. Determining through corporate counsel that these positions are not included in the current union contract, and therefore do not need to follow the union level wage plan.
2. Given the lower demand being seen during the summer months, a new budget was prepared suggesting that the valet assist would only be needed three days per week, and would be cancelled altogether for the months of July and August.

The revised proposal brought the cost down to \$46,317. The new proposal was reviewed by the APC at their meeting of September 21, and subsequently recommended for approval. As of this writing, the Park St. Structure has not filled to capacity since June. If demand continues to be lower, staff would not implement a valet assist program at the Park St. Structure at this time. However, if demand does go back up to the levels seen last spring, having the authorization to operate this program in place will allow it to be implemented sooner. With that in mind, a suggested resolution is provided below. Similar to N. Old Woodward Ave., the service is within the existing contract with SP+. If it is started for a while, and the demand level is not sustained to justify it continuing, staff will direct SP+ to cease the program, and no further costs will be expended.

SUGGESTED RESOLUTION:

To accept the recommendation of the Advisory Parking Committee, accepting the proposal from SP+ Parking to operate a valet assist program on the roof of the Park St. Parking Structure from approximately 9 AM to 6 PM on Tuesdays, Wednesdays, and Thursdays as dictated by demand, at an estimated cost of \$46,317, charged to account number 585-538.003-828.0100.



MEMORANDUM

Engineering Dept.

DATE: September 16, 2016

TO: Advisory Parking Committee

FROM: Paul T. O'Meara, City Engineer

SUBJECT: Valet Parking Proposal
Park St. Parking Structure

At the August Advisory Parking Committee (APC) meeting, the APC declined on moving forward with a proposal for a valet assist operation on the roof of the Park St. Parking Structure. The high cost made it unattractive at this time.

After that meeting, staff reviewed its options. SP+ corporate management determined that the local union contract does not speak to the valet position being used, therefore, a different wage can be established. Doing so reduces operating costs.

Further, it appears that there is a basis to reduce the number of hours that the valet staff would be needed. As the summer has progressed, it has become apparent that valet assist is not needed at this structure, or even at the N. Old Woodward Ave. Structure during the months of July and August (data is attached for the latter). Further, valet assist is not being used most Mondays or Fridays.

With the above in mind, SP+ has submitted a new proposal to offer a valet assist operation on the roof of the Park St. Parking Structure. The hours will be approximately 9 am to 6 pm Tuesday through Thursday, at an annual cost of \$46,317. If we find that more hours are needed due to higher demand on the other days of the week, that could be modified as needed.

Operating a valet assist will give the City the option of parking another 50 vehicles in the building, greatly reducing the chance of the structure filling completely. We feel that this is a worthwhile expense in order to provide the level of service expected in downtown Birmingham. A suggested recommendation follows below:

SUGGESTED RECOMMENDATION:

The Advisory Parking Committee recommends that the City Commission approve the SP+ proposal to operation a valet service on Tuesdays through Thursdays at the Park St. Parking Structure roof level wherein:

1. Three valet service staff provided by SP+ will be stationed at the entrance to the roof level from approximately 9 AM to 6 PM.
2. As the lower levels near capacity, all vehicles looking to park on the roof would be required to valet their vehicle, at no additional cost to the customer.

3. The cost to the Auto Parking System is estimated at \$46,317 annually.
4. Valet service hours will be subject to change based on actual need.



180 Chester Street
Birmingham, MI 48009

p. 248-540-9690
f. 248-647-1682
www.spplus.com

September 15, 2016

Paul O'Meara
City Engineer
City of Birmingham
151 Martin Street
Birmingham, MI 48009



RE: Park Street Structure Valet Assist

Dear Paul,

After reviewing the usage for the Park Street Structure from the previous months, I have estimated the expenses below that would take to operate the entire roof of the garage with a valet assist program at the non-union valet rate. As a reminder using the entire roof would gain an **additional 50 spaces** for the garage.

Based on my review, we could currently operate the entire roof at 3 days a week. The valet assist would operate during the months of September through June. Due to the low level of garage usage in July and August, the valet assist will not be necessary. The operation would run Tuesday-Thursday 9am-6pm, staffing three valet drivers. SP+ will monitor the garage usage on a regular basis and can reevaluate the operation if the structure fills more frequently.

Park Street Structure Tuesday-Thursday 9a-6pm (September-June 10 months)

Payroll: \$34,992

Operating Expenses: \$11,325.00

Total Estimated Costs: 46,317.00

Please let me know if you have any questions.

Sarah Burton
Senior Facility Manager



p: [248-540-9690](tel:248-540-9690)

c: [734-771-8049](tel:734-771-8049)

e: sburton@spplus.com

180 Chester, Birmingham, MI 48009

N. Old Woodward Garage

Valet Counts

JUNE 2016

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3	4
5	6 8 cars	7 53 cars	8 58 cars	9 69 cars	10 12 cars	11
12	13 Garage not filled.	14 31 cars	15 24 cars	16 4 cars	17 Garage not filled.	18
19	20 Garage not filled.	21 Garage not filled.	22 23 cars	23 Garage not filled.	24 Garage not filled.	25
26	27 Garage not filled.	28 23 cars	29 27 cars	30 40 cars		
		Notes:				

N. Old Woodward Garage

Valet Counts

JULY 2016

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1 Valet closed	2
3	4 Valet closed	5 Garage not filled.	6 Garage not filled.	7 Garage not filled.	8 Garage not filled.	9
10	11 Garage not filled.	12 Garage not filled.	13 Garage not filled.	14 Garage not filled.	15 Garage not filled.	16
17	18 Garage not filled.	19 7 cars	20 10 cars	21 Garage not filled.	22 Valet closed	23
24	25 Valet closed	26 Garage not filled.	27 Garage not filled.	28 Garage not filled.	29 Valet closed	30
31		Notes:				

N. Old Woodward Garage

Valet Counts

AUGUST 2016

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1 Valet closed	2 Garage not filled.	3 Garage not filled.	4 Garage not filled.	5 Valet closed	6
7	8 Valet closed	9 Garage not filled.	10 Garage not filled.	11 Garage not filled.	12 Valet closed	13
14	15 Valet closed	16 Garage not filled.	17 Garage not filled.	18 Garage not filled.	19 Garage not filled. **Open for Dreamcruise	20
21	22 Valet closed	23 Garage not filled.	24 Garage not filled.	25 Garage not filled.	26 Valet closed	27
28	29 Valet closed	30 Garage not filled.	31 Garage not filled.			
		Notes:				

N. Old Woodward Garage

Valet Counts

SEPTEMBER 2016

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1 Garage not filled.	2 Valet closed	3
4	5 Valet closed	6 Garage not filled.	7 8 cars	8 Garage not filled.	9 Valet closed	10
11	12 Valet closed	13 5 cars	14 Garage filled-customers did not want to valet.	15 Garage not filled.	16 Valet closed	17
18	19 Valet closed	20 Garage not filled.	21	22	23	24
25	26	27	28	29	30	
		Notes:				



MEMORANDUM

Engineering Dept.

DATE: April 15, 2016

TO: Multi-Modal Transportation Board

FROM: Paul T. O'Meara, City Engineer

SUBJECT: Parking Structure Valet Services

As you know, SP+ Parking operates the five parking structures for the City of Birmingham. Over the past month, discussions have been held with SP+ management based both locally and in Chicago to brainstorm ideas about short term solutions to help address the current high demand for parking in the Central Business District. An idea was presented that is successfully used in large cities where demand is high. A parking structure (or a portion thereof) can be turned over to a valet only operation. By doing so, the valet staff requires that all vehicles are taken by the valet, and they then arrange the vehicles in such a way that more capacity is obtained from the existing parking area. The Chicago based manager came to Birmingham and studied the system with the local management team to determine the feasibility of such a solution. The attached proposal was provided as a result.

Most of the various options in the attached proposal involve roof level valet parking. The general idea is as follows:

1. The parking structure would operate as it normally does for the early part of the day. Since the roof level is the least desirable, it is assumed that virtually no vehicles would arrive to use this level until about 9 AM on weekdays.
2. Two valet staff would be stationed at the vehicle entrance to the roof level. Once the lower levels are nearing capacity, customers arriving to the roof level would be asked to turn their vehicle over to the valet (there would be no additional fee for the valet). If the customer did not want to utilize the valet, they could choose to search other parts of the structure. If they are not successful in finding a spot, they would not be able to park in the structure at that time.
3. The valet team would park cars on the roof, utilizing the spaces and the drive aisles in such a way that roughly an additional fifty vehicles could be parked on the roof over the normal capacity. By providing this option, it is hoped that the number of days that the LOT FULL sign is erected at the facility would be significantly reduced.
4. The peak demand for parking begins to decline before 2 PM each day. The valet team would rearrange the vehicles as needed after the peak has passed, so that they can leave as soon as possible, allowing the structure to return to normal operation for the late afternoon and evening.

As described in the proposal, it is not clear how the public will respond to this option, or how helpful it will be. With that in mind, it is recommended that just Option 1 listed in the proposal would be tried at the beginning. Option 1 is located at the N. Old Woodward Ave. Structure, which brings with it several benefits:

1. The roof has large, wide aisles, making it amenable to stacking a lot of vehicles in this compact area. There is only one way in and out, making it easily controlled by the valet staff.
2. The N. Old Woodward Ave. facility is filling several times a week. Daily traffic demand is strong enough that an additional fifty vehicles being served is very possible.

The other options are not as ideal, but if the first Option works well, we would look at the others and potentially move to implement others. Potential drawbacks of the other options are as follows:

Option 2 – The roof of the Pierce St. Structure is also well suited to a valet operation. The roof is larger than option 1, so more vehicles can be stored. Additional staff is recommended as a result. The one drawback of this location is that this structure is not filling to capacity nearly as much. If the demand to put lots of cars on the roof level is not there, the valet should not be operating. In order to bring more vehicles into the structure, the authorized number of monthly permits would have to be increased until the structure is closer to capacity on a regular basis. (Offering monthly permits to more customers has the positive benefit of allowing more employees to park for less money, if in fact they are currently parking somewhere at the daily rate.) Selling and transferring permits takes time, so seeing benefits from this option would take more time.

Option 3 – The roof of the Chester St. Structure is fairly well suited to a valet operation. Since the demand for parking is lower at this location, it would seem to be less likely that we could create an environment (through the sale of more monthly permits) that the valet operation would be successful.

Option 4 – A large part of the open lot at the N. Old Woodward Ave. Structure could also be used as a valet operation. As shown on the attached plan, a temporary concrete wall would have to be set up to keep vehicles out of this area, and under the control of the valet staff each weekday morning. Given its large size, more vehicles could be stored here. However, since these are prime, high demand spaces, it is felt that the valet would have to arrive earlier, and stay longer, which drives up the daily cost.

Option 5 - The demand at the Park St. Structure is currently strong enough to justify a valet operation. Unfortunately, the roof aisles available are smaller, and SP+ does not feel it lends itself to storing vehicles here.

No valet service is recommended at the Peabody St. Structure, due to its small size.

The implementation of Option 1 is estimated at \$52,020 annually, or about \$200 per weekday. (The cost may be subject to change if the original projections of hours or staff needed must be adjusted.) We feel that this is a small expenditure for the system as a whole if it in fact greatly reduces the current capacity issues we are facing on the north side of the CBD. A recommendation for Option 1 is provided below for your consideration.

SUGGESTED RECOMMENDATION:

The Advisory Parking Committee recommends that the City Commission approve the SP+ proposal to operation a valet service on weekdays at the N. Old Woodward Ave. Parking Structure roof level wherein:

1. Two valet service staff provided by SP+ will be stationed at the entrance to the roof level from approximately 9 AM to 2 PM.
2. As the structure nears capacity, all vehicles looking to park on the roof would be required to valet their vehicle, at no additional cost to the customer.
3. The cost to the Auto Parking System is estimated at \$52,020 annually.
4. Valet service hours will be subject to change based on actual need.

+ integrity + technology + innovation + initiative + knowledge + creativity



Analysis for Proposed Valet Parking Services and Valet Assisted Parking Services

City of Birmingham
Parking Facilities
Birmingham, Michigan



Submitted to:

Paul O'Meara
City Engineer



April 13, 2016

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April 13, 2016

Mr. Paul O'Meara
City Engineer
151 Martin Street
Birmingham, Michigan 48009



Dear Paul:

As requested, **SP+** has investigated the possibility of utilizing valet services at the various City parking structures. We feel there are several viable options available to provide this service. These options include a mix of valet assist and full valet service in certain areas of several structures. Detailed below you will see our findings and estimates on the cost of each option. **SP+** will provide any of these options at cost as part of our current management agreement at the City's request.

Please note that the only structure we do not recommend implementing valet service in any capacity, is the Peabody structure. Due to the layout of this structure, not enough spaces will be gained to justify the additional expenses required by a valet operation.

+ Option 1: N. Old Woodward Structure

The N. Old Woodward structure is currently filling almost daily. With its two way lanes and design, it is an ideal candidate for valet assist. We recommend using a team of two attendants to implement valet assist as a beta test for public acceptance of the program. The attendants will begin stacking vehicles on the roof when the structure is filled by self-parkers. We anticipate that with this method an **additional 50 vehicles** can be parked during peak hours, between 9:00 am and 2:00 pm.

Annual Expenses

Payroll	\$40,695
Operating Expenses	<u>\$11,325</u>
Estimated Total Costs	\$52,020

+ Option 2: Pierce Street Structure

If the beta test at N. Old Woodward is a success, the Pierce Street structure should be the next structure considered for a valet assist operation. However, the structure currently has 50 or more empty spaces on most weekdays. It typically will only fill when an event is taking place at the Townsend Hotel or during large City events such as art fairs or Dream Cruise. The open spaces must be filled in order to utilize a valet assist in a manner that will gain parking spaces

for the City on a consistent basis. Additional monthly parkers should be brought in from the waiting list to fill the empty spaces and increase average weekday occupancy.

We recommend using a team of three attendants to provide a valet assist. Attendants will begin stacking vehicles on the roof when the structure is filled by self-parkers. We anticipate that with this method an **additional 75 vehicles** can be parked during peak hours, between 9:00am and 2:00 am.

Annual Expenses

Payroll	\$61,042
Operating Expenses	<u>\$16,488</u>
Estimated Total Costs	\$77,530.

+ Option 3: Chester Street Structure

Much like the Pierce Street structure, the size and wide drive lanes make the Chester Street structure a good option for valet assist. We anticipate an **additional 75 vehicles** can be parked during peak hours in this structure with a three man valet team. Also similar to Pierce Street, there are often 20-30 spaces available each day in this structure that should be filled from the waiting list for the program to be effective.

Annual Expenses

Payroll	\$61,042
Operating Expenses	<u>\$16,488</u>
Estimated Total Costs	\$77,530

+ Option 4: N. Old Woodward Surface Lot

The surface lot at N. Old Woodward gives us a prime opportunity for a full valet operation. We anticipate that an **additional 133 spaces** can be created by “stacking” vehicles on the surface lot, using a four attendant team. This will leave only the small section on the south part of the lot and the 30 minute spaces behind the church available for self-parkers. A full valet operation will also require longer hours, at this time we believe 8:00 am to 6:00 pm to be sufficient.

Annual Expenses

Payroll	\$130,482
Operating Expenses	<u>\$51,132</u>
Estimated Total Costs	\$181,614

+ Option 5: Park Street Structure

Our last option is to implement a full valet operation at the Park Street structure. This is not as desirable as the other options due to the layout of the roof. The outside lanes around the structure allow for only one lane of traffic so we would have to utilize the center area of the roof

to gain additional spaces. In order to do this properly, we would need to restrict roof access to valet vehicles only. By making the roof valet only, we would have to staff the operation for the full business day of 9:00 am to 6:00 pm. The expanded hours make the **additional 50 spaces** we could gain the most expensive option when considering the cost per space.

Annual Expenses

Payroll	\$130,482
Operating Expenses	<u>\$51,132</u>
Estimated Total Costs	\$181,614

It should also be noted that there will be some startup costs involved for each of these options. These costs will include \$500 for signage and \$500 for a valet podium for each location that the City chooses to implement a valet service.

Attached you will find a pro forma expense sheet for each option. Please keep in mind that these are estimates and the final costs will vary based on hours of operation, volume and public acceptance of each program.

Due to the fact that it is difficult to know how implementing a valet assist or full valet option in the City parking structures will be received by the public, **SP+** recommends that the valet options be introduced in an analytical manner. Once the beta test at N. Old Woodward is fully functioning, we will have a better understanding of whether this parking option will be embraced by the public and a better idea of the amount of true capacity that can be added to the parking system. At that point, we can analyze the data and information and plan our next steps.

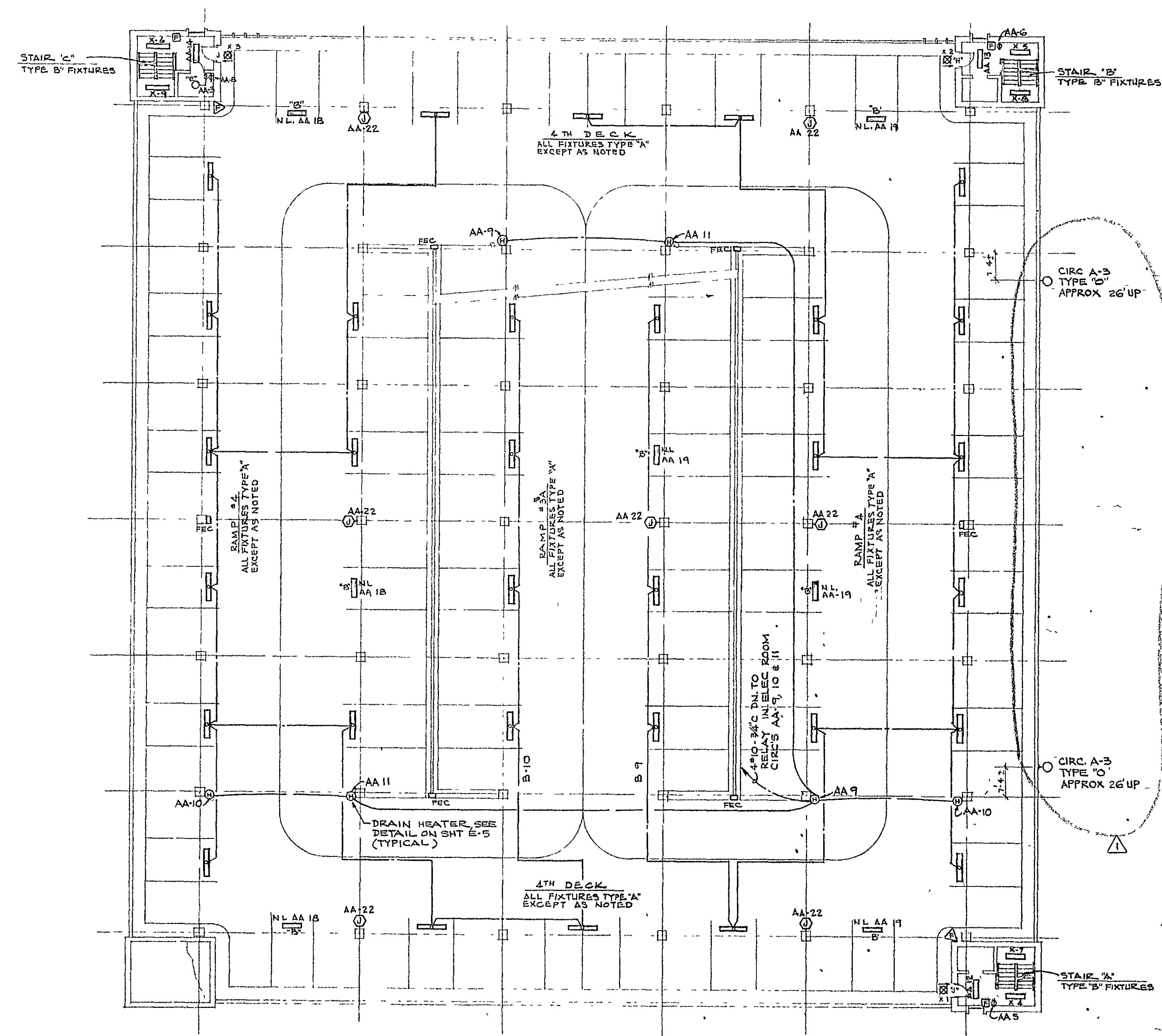
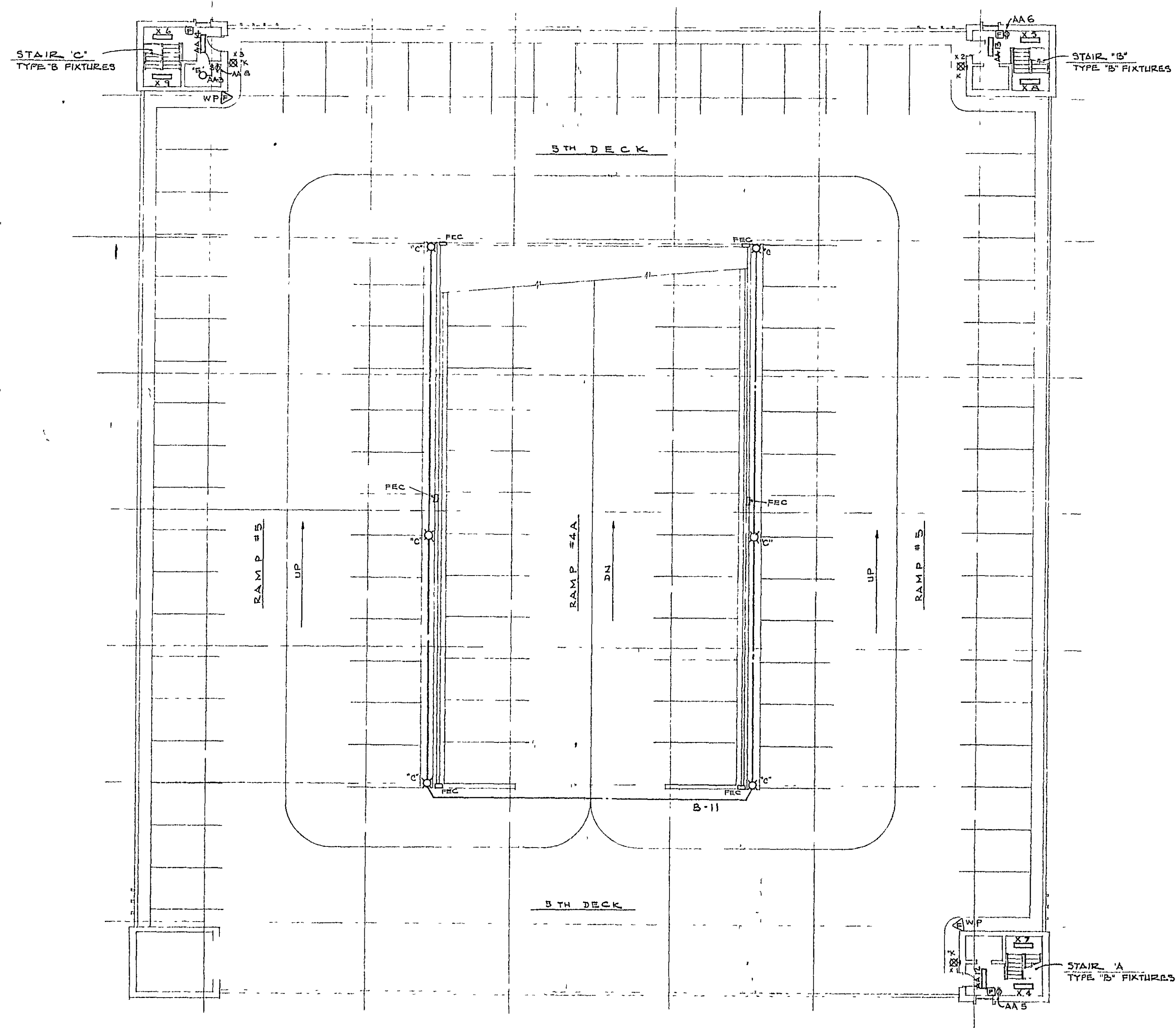
Please feel free to reach out to us if you have any questions. We will also be happy to meet with you to discuss all of these options in greater detail.

Sincerely,



Jay O'Dell
Senior Manager

Enclosures



A-19
26A

MIGDAL, LAYNE & SACHS, INC.
CONSULTING ENGINEERS
10150 W. NINE MILE RD.
OAK PARK, MICHIGAN 4823
548-6323

4TH DECK & 5TH DECK
PLANS

JOB NO. 65-19

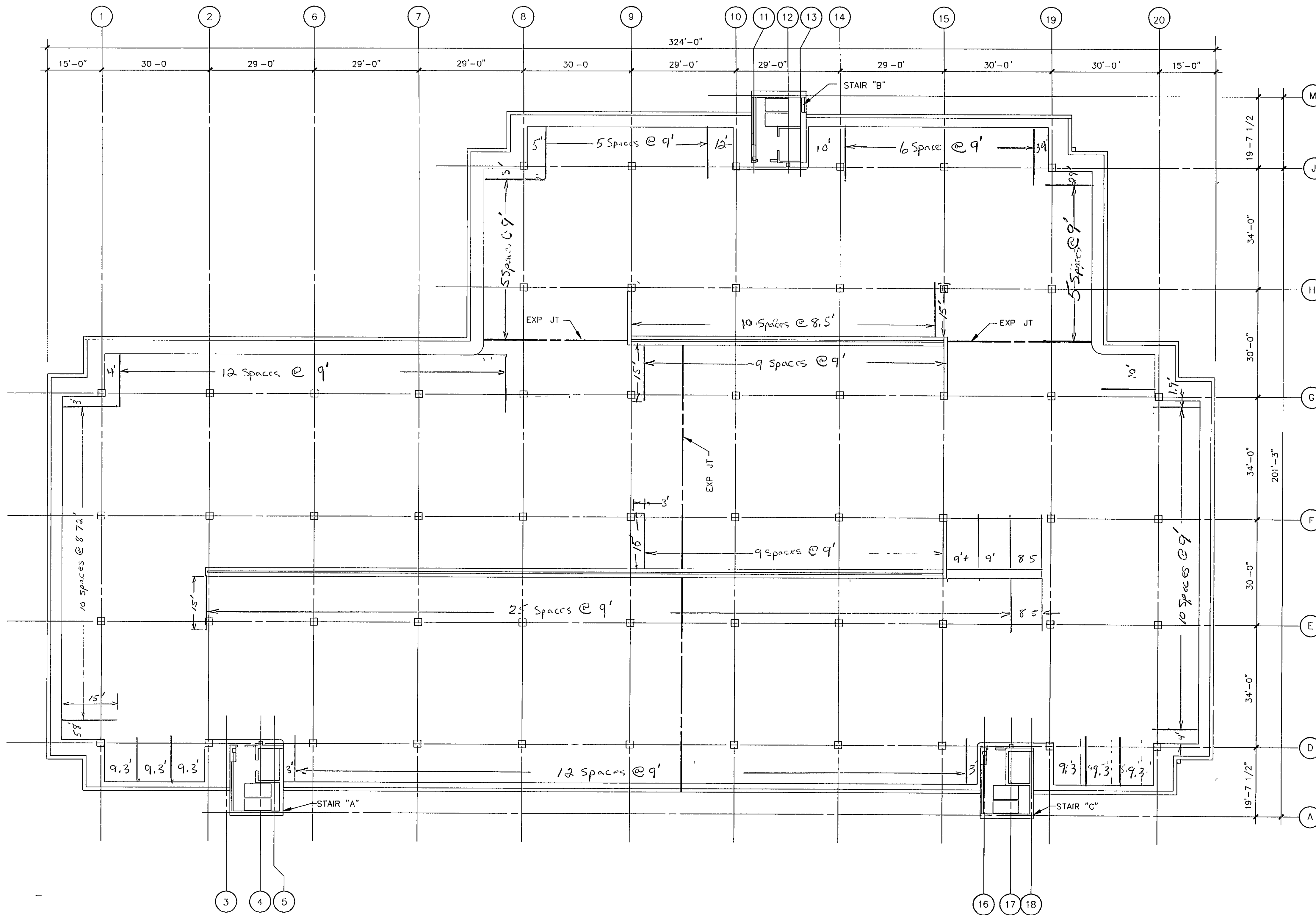
SHEET NO
E - 4

LOT- NO. 5 PARKING STRUCTURE
BIRMINGHAM MICHIGAN

O'DELL, HEWLETT & LUCKENBACH
950 N. HUNTER BOULEVARD BIRMINGHAM, MICHIGAN

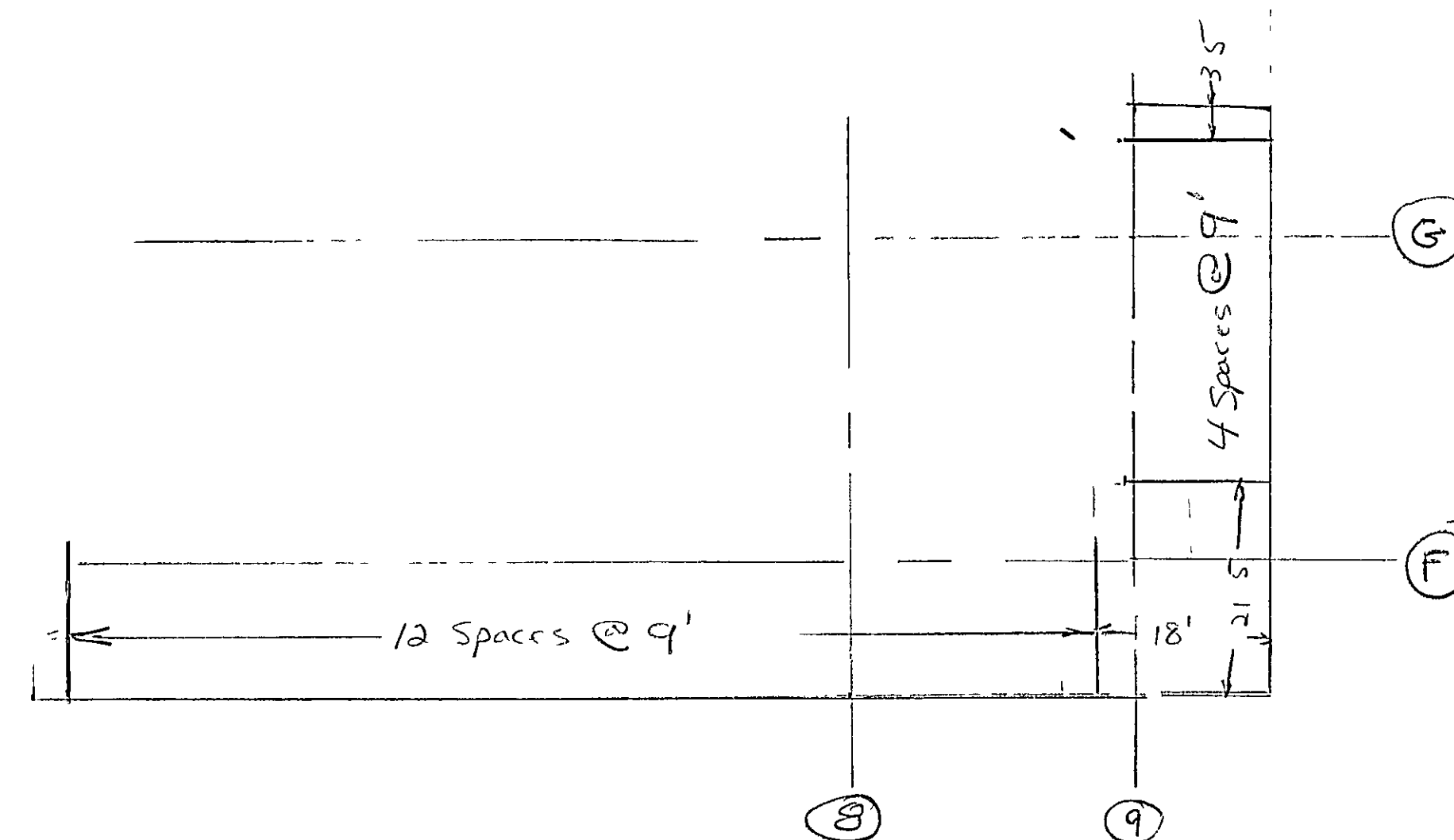
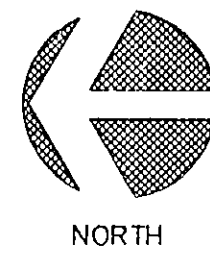
ASSOCIATES
&
ARCHITECTS

DATE	12/16/65				
J C K K					
DR K K					
CHK	Δ	6-24-66	BULLETIN NO 2	6-24-66	
APR	4 PM	REVISIONS	ISSUED FOR	GEN. CONTR.	12/16/65



FIFTH SUPPORTED TIER PLAN - PIERCE STREET
SCALE 1/16" = 1'-0"

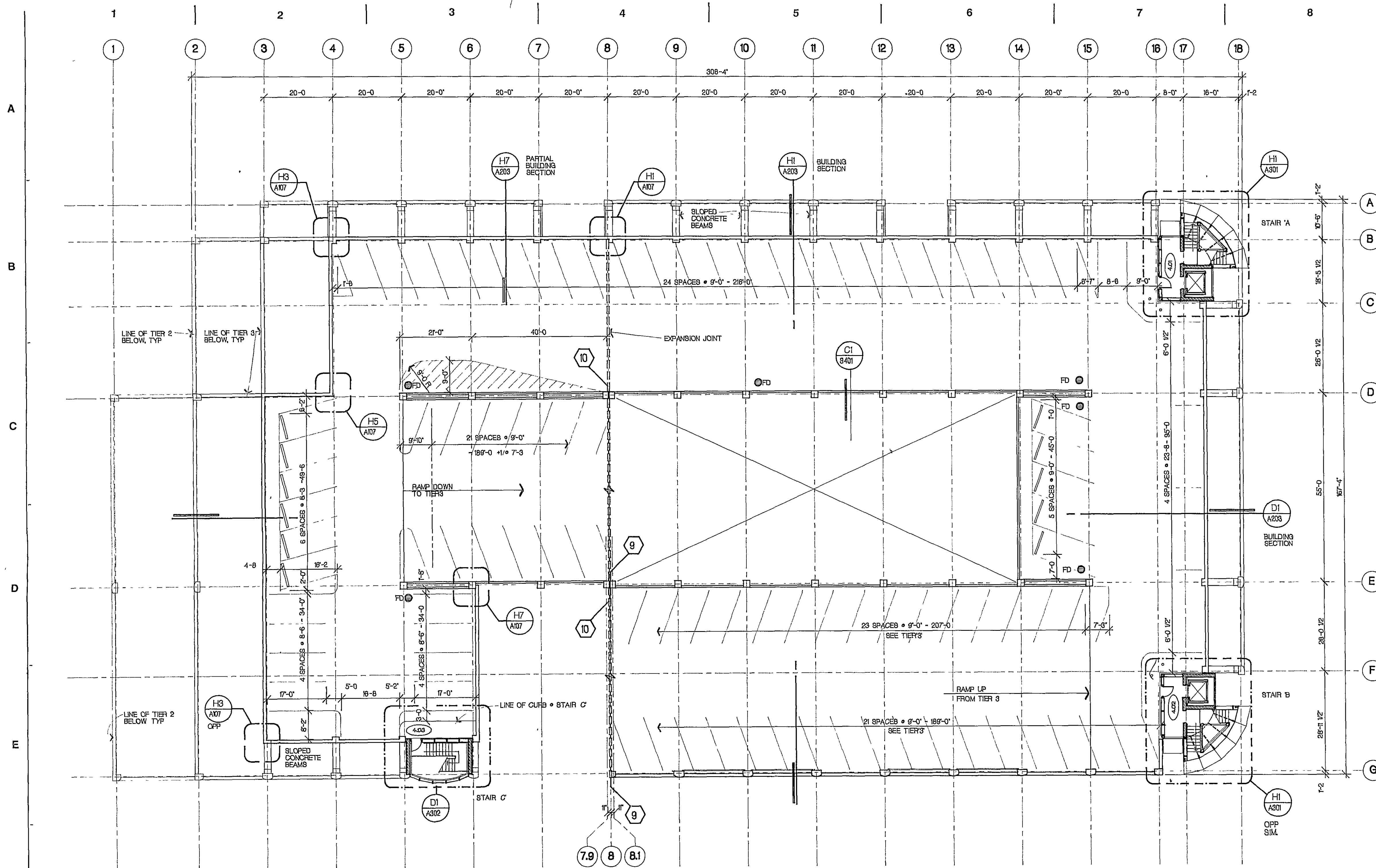
147 Spaces



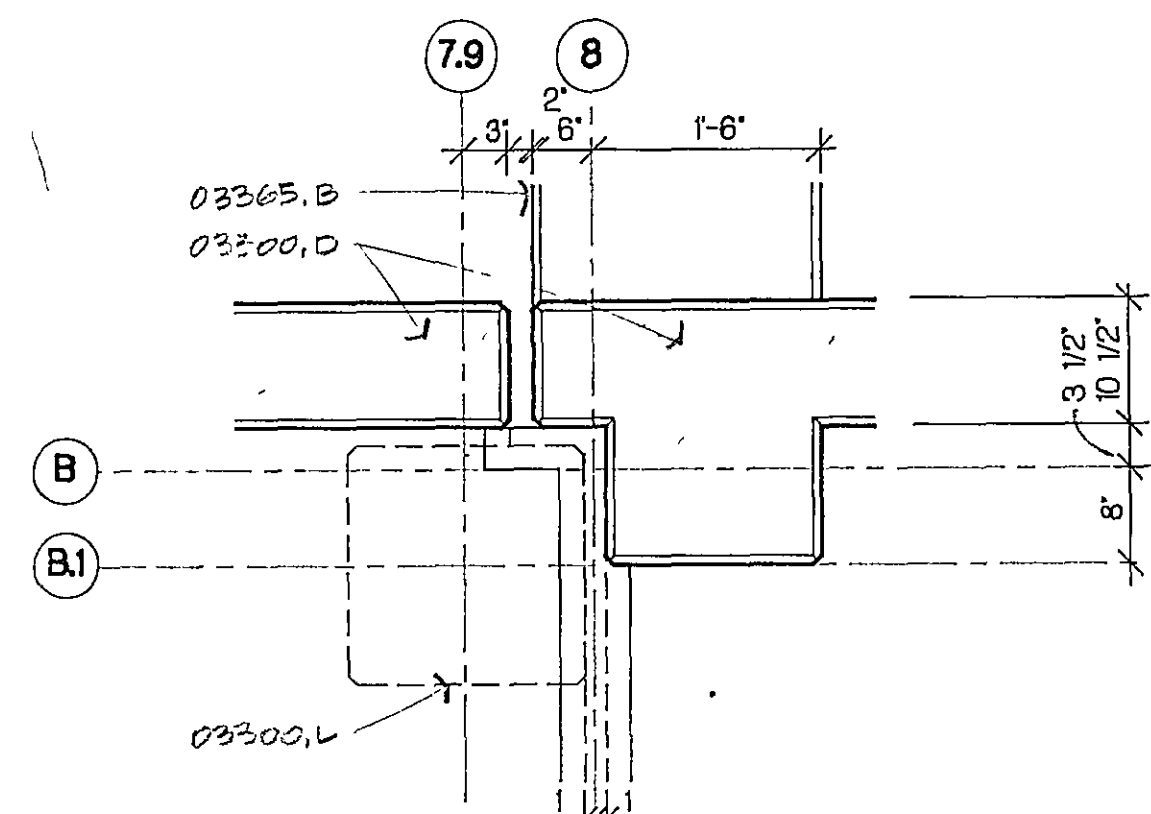
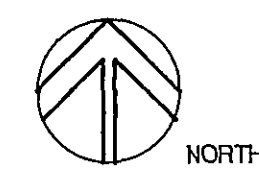
Striping Plan
7-12-96

A-20

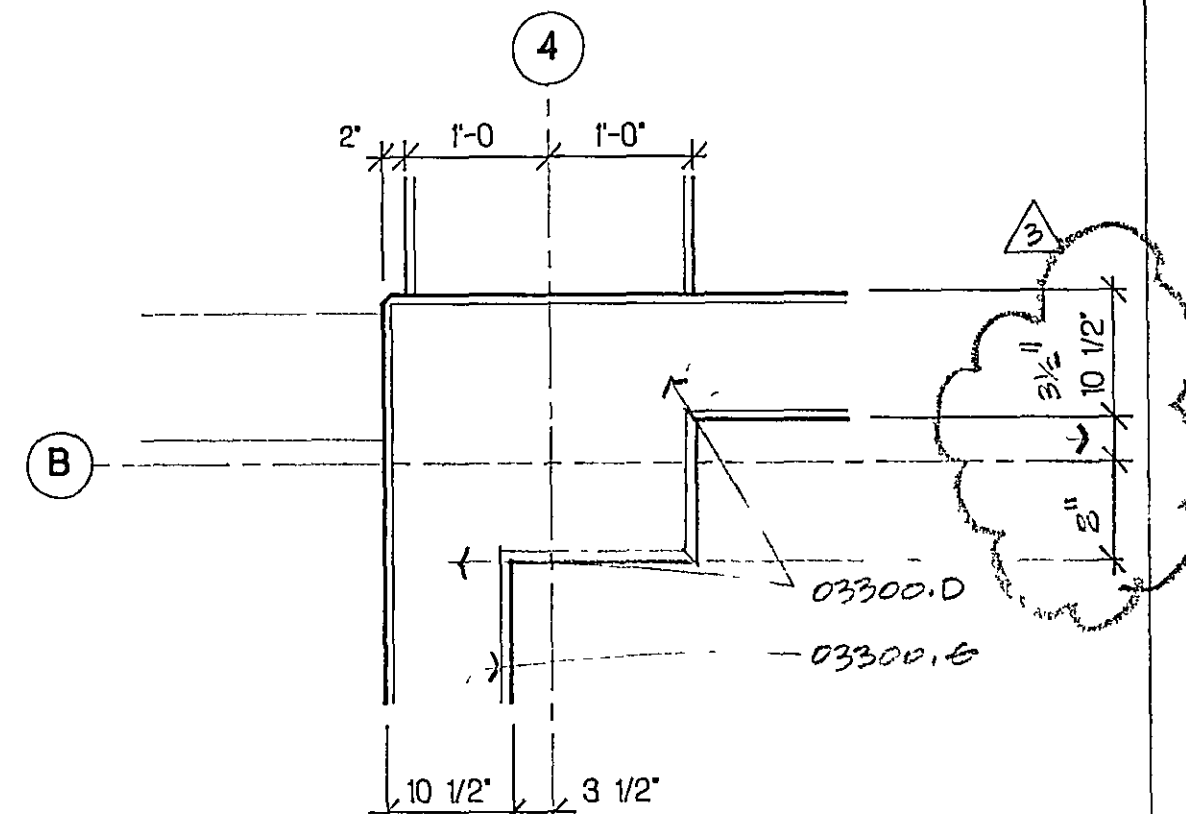
SHEET TITLE	FIFTH SUPPORTED TIER PLAN - PIERCE STREET			INITIAL APPD	
	CITY OF BIRMINGHAM PARKING STRUCTURES BIRMINGHAM, MICHIGAN			REVISION / RELEASE FOR OWNER'S USE	
DATE	05-28-92	MARK			
<div style="text-align: center;"> <p>Walker Parking Consultants/Engineers, Inc.</p> </div>					
PROJECT NO.	K949921				
<div style="font-size: 2em; font-weight: bold;">2A</div> <div style="font-size: 0.8em;">SHEET NO</div>					



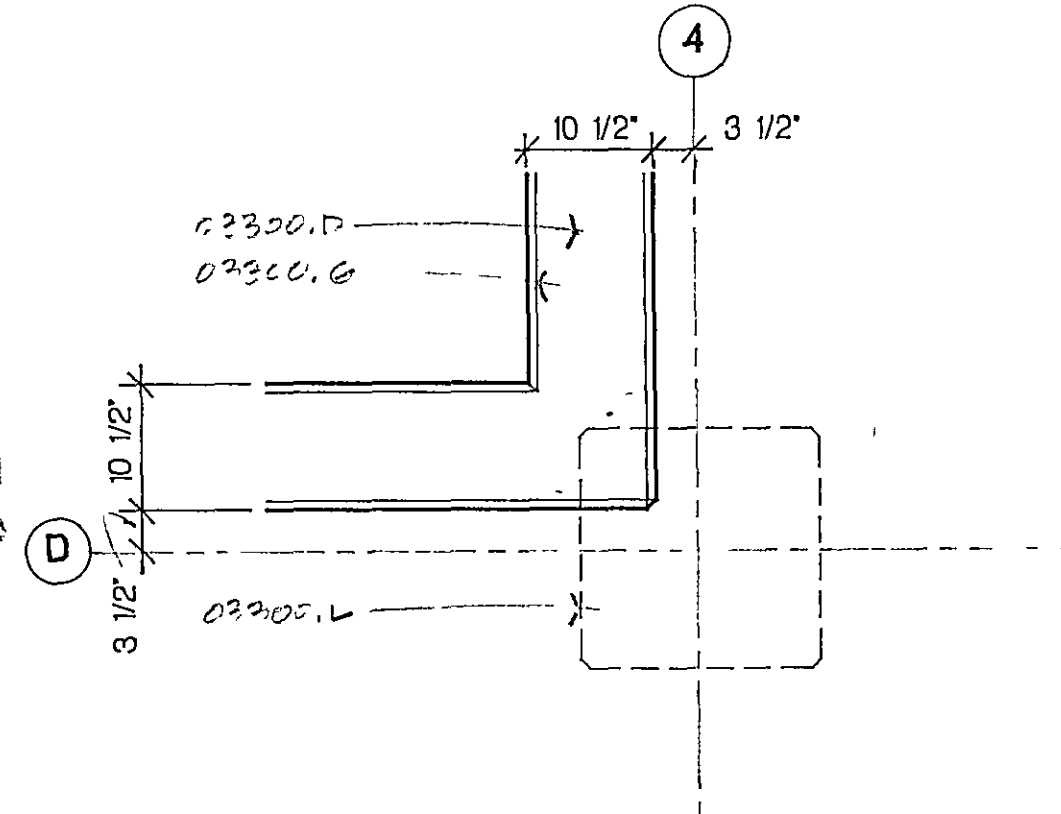
F1 Tier 4 Plan
A107 1/16" = 1'-0"



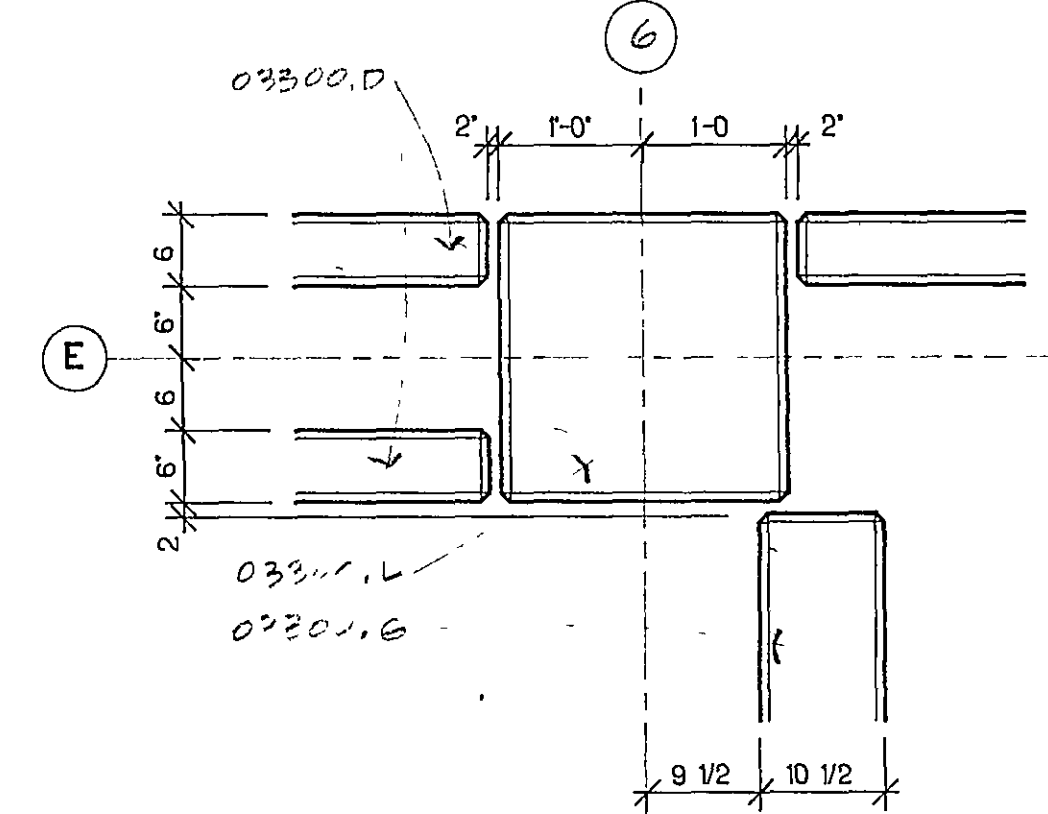
H1 Plan Detail
A107 3/4" = 1'-0"



H3 Plan Detail
A107 3/4" = 1'-0"



H5 Plan Detail
A107 3/4" = 1'-0"



H7 Plan Detail
A107 3/4" = 1'-0"

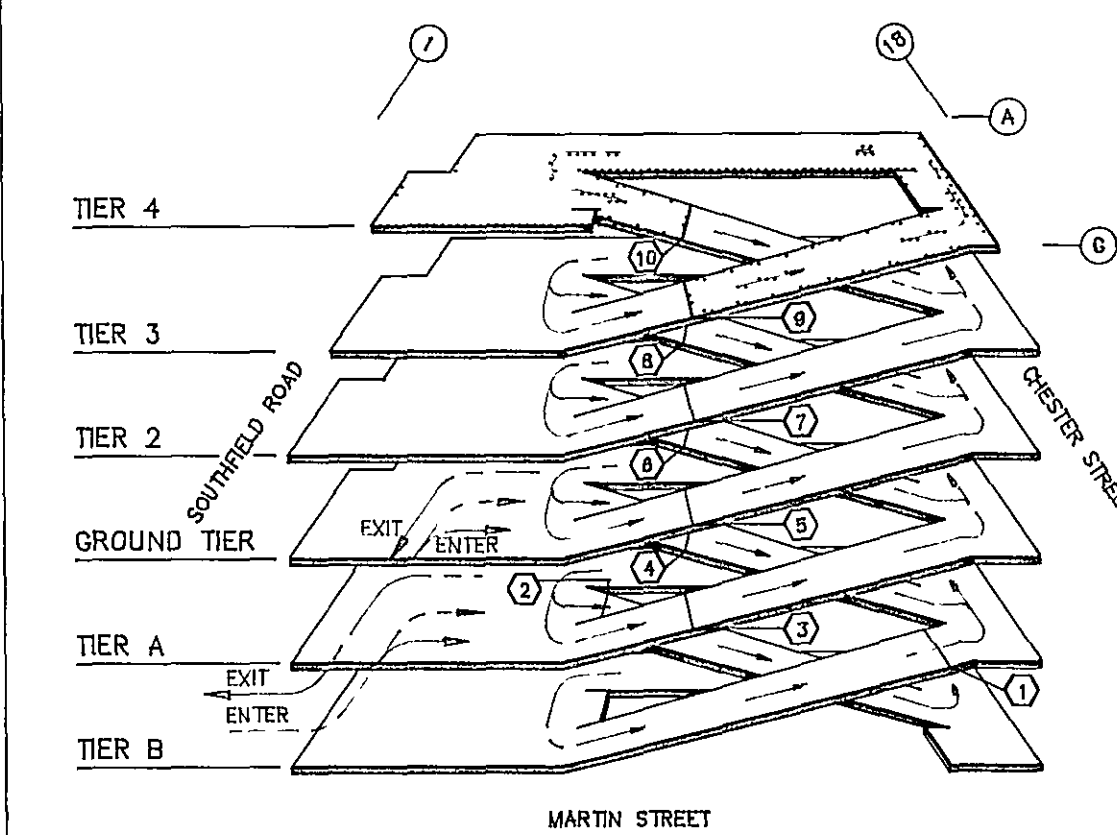
MATERIALS KEYING

DIVISION 3. CONCRETE
03300 D CONCRETE BUMPER WALL
G CHAMFER
L CONCRETE COLUMN
03365 B P/T CONCRETE BEAM

**Luckenbach
Ziegelman
and Partners
Inc**

Architects
115 West Brown Street
Birmingham Michigan 48011
313 644-0600

walker
Parking Consultants
Restoration Engineers



ISOMETRIC



**The City of
Birmingham
Chester Street
Parking
Structure**

Tier 4 Plan

Revisions
ADD NORTH ARROW 6/1/80

Drawn By T.B./S.A.
Approved By M.W.

Date Issued 20 MAY 1980
27 MAY 1980

8720.00

A107

City of
Birmingham
N. OLD
WOODWARD

Birmingham, Michigan



507 Mainstream Drive
Nashville, TN 37228
615.297.4255 Fax 615.297.9453

Client:

City of Birmingham
151 Martin Street
Birmingham, MI 48012
248.530.1800
www.bhamgov.org

Architect:

Revisions:

1	
2	
3	
4	
5	
6	
7	

Designed By: trm

Checked By:

Project #:

Date: 04.07.16

Scale: 1" = 40'-0"

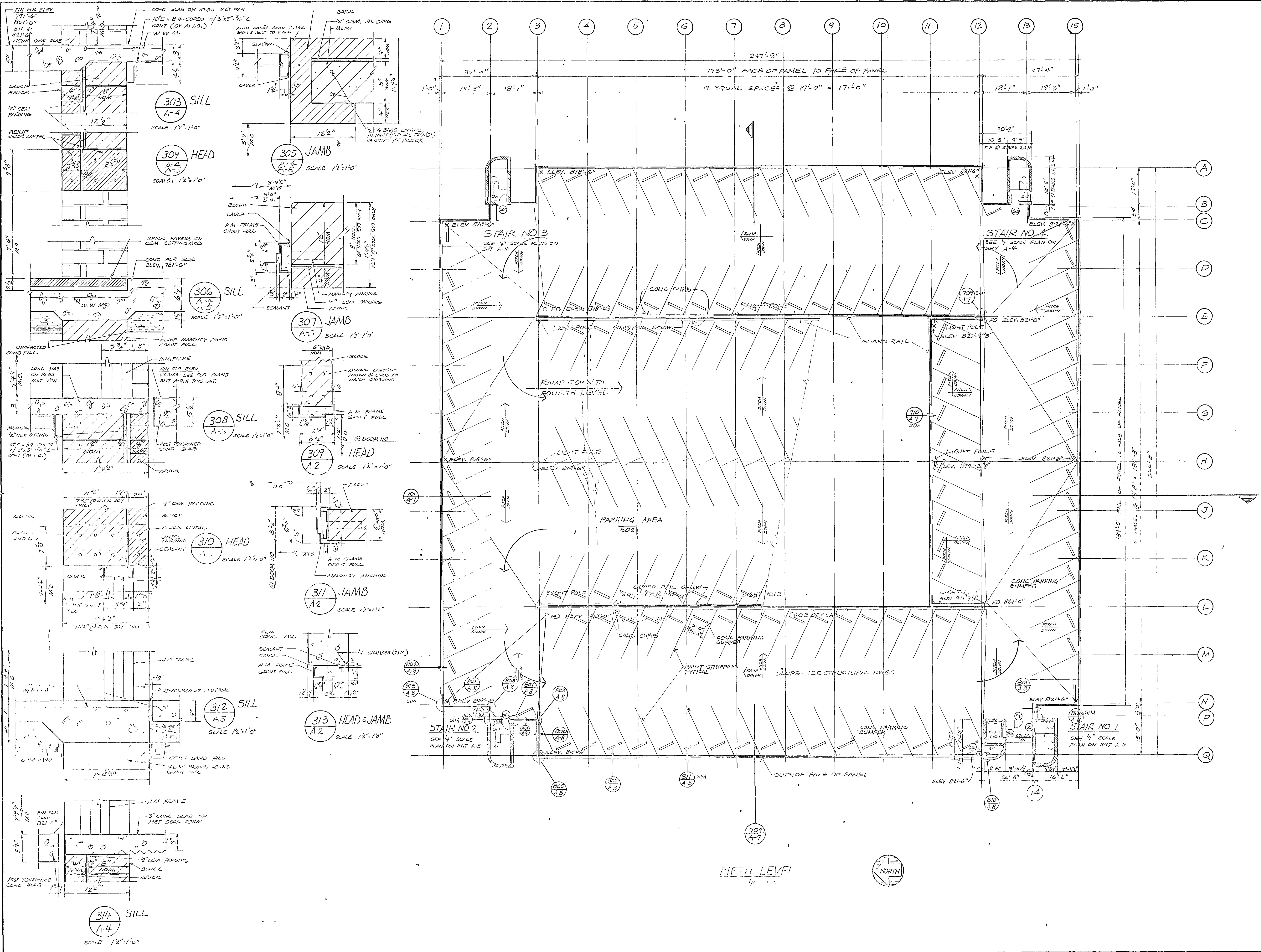
VALET
PARKING
LAYOUT

P-100



Legend

Self-Park Spaces



FIFTH LEVEL PLAN

Parking Structure No. 3
City of Birmingham

McWilliam and Keckonan Inc.
CONSULTING ENGINEERS
Migdal Layne & Sachs Inc.
CONSULTING ENGINEERS

Jickling & Lyman
Architects Inc.

1080 South Adams Birmingham Michigan 48011 313-647-1777

Job No.	7303
Drawn	Check ed
Approved	ra ing No
DATE	5-4-73
ISSUED FOR	

A-30



Valet Only

Find & Reserve Parking at:
DetroitParking.spplus.com



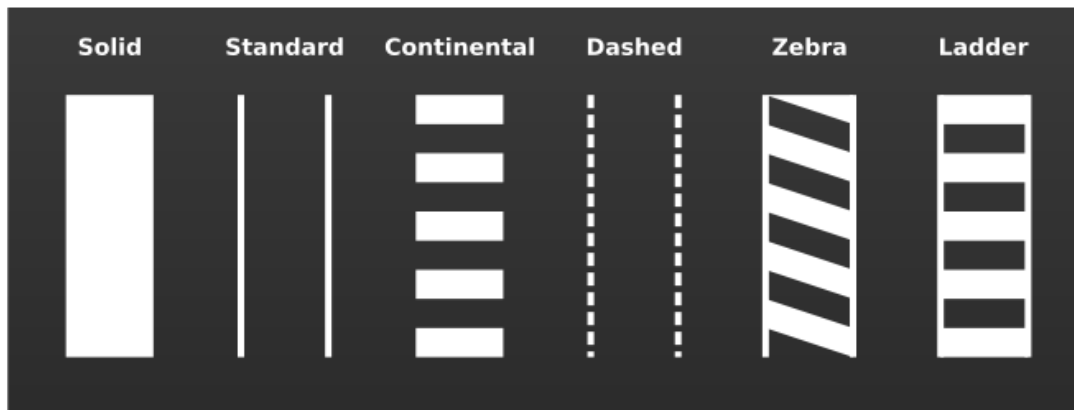
DATE: September 14, 2016

TO: Joseph A. Valentine, City Manager

FROM: Mark H. Clemence, Chief of Police

SUBJECT: Continental Crosswalks

The police department has completed an inspection of every intersection in the City of Birmingham to determine existing types and quantities of crosswalk pavement markings. Common crosswalk designs include the following:



The purpose of this survey was to classify each existing crosswalk in relationship to the above patterns, with continental being the preferred type of pavement marking. Crosswalk length measurements were recorded in order to determine total quantities of pavement marking grinding and repainting required to modify all non-continental crosswalks to the preferred design.

In summary, there are three types of non-continental crosswalk designs in the city – ladder, standard, and zebra. A total of 172 crosswalk segments (legs) were determined to be of a non-continental style. These crosswalks are located on 56 streets scattered throughout the city as summarized below:

N Adams	S Eton	E Lincoln	Ravine
S Adams	Euclid	W Lincoln	Ruffner
Bird	Ferndale	E Maple	Sheffield
Bowers	W Fourteen Mile	Martin	Smith
Bradford	N Glenhurst	Melton	Southfield
E. Brown	S Glenhurst	Merrill	E Southlawn
Buckingham	Golfview	Midvale	Torry

Townsend
Vinewood
Webster
Willits
Woodland
Woodward
S Worth

EXISTING DESIGN	REMOVAL OF MARKINGS	NEW PAVEMENT MARKINGS
LADDER	194 SF	776 LF
STANDARD	1,601 SF	6,404
ZEBRA	27,900 SF	22,320

VENDOR	TOTAL COST
HART PAVEMENT STRIPING	\$250,000.00
PK CONTRACTING, INC.	\$95,900.00

[illegible]

This project was not identified in the major or local streets budget for the 2016-17 fiscal year and is also outside of the scope of work for the annual pavement markings bid openings which was held on August 9, 2016. PK Contracting and Hart Pavement Striping were the only two vendors to submit bids for the 2016-17 pavement marking projects, and therefore they were invited to submit bids for the continental crosswalk project.

The prices received from the two vendors are as follows:

Hart Pavement Striping	\$47,000.00
PK Contracting	\$12,905.00

SUGGESTED RESOLUTION:

To award the a contract to PK Contracting, Inc. in the amount of \$12,905.00 for grinding existing pavement markings and installing new continental crosswalks at 24 intersection legs located on 10 streets; further to authorize the mayor and city clerk to sign the agreement on behalf of the city; further to authorize this expenditure to Major Streets Traffic Controls Contract Lane Painting account #202-303.001-937.0200; and further to approve the appropriations and budget amendment as follows:

Major Street Fund

Revenues:

Draw from Fund Balance #202-000.000-400.0000	\$12,905.00
--	-------------

Expenditures:

Traffics Controls Contract Lane Painting #202-303.001-937.0200	\$12,905.00
--	-------------

**MAIN OFFICE**

1965 Barrett Drive
Troy, MI 48064-5372
PHONE 248-362-2130
FAX 248-362-4969

To: _ESTIMATING DEPARTMENT_ Address: -	Contact: Phone: Fax:
Project Name: BIRMINGHAM CROSSWALKS Project Location: BIRMINGHAM	Bid Number: 14-5336 Bid Date: 9/8/2016

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1		Pavt Mrkg, Waterborne, 12 Inch, White, Crosswalk	2,848.00	LF	\$1.8500	\$5,268.80
2		Rem Spec Mrkg	3,916.00	SF	\$1.9500	\$7,636.20

Total Bid Price: \$12,905.00

Notes:

- QUOTE IS BASED ON ONE MOVE-IN FOR FINAL MARKINGS.
- QUOTE IS BASED ON QUANTITIES PROVIDED TO PK ON SEPTEMBER 7, 2016.
- PAYMENT TO BE MADE BASED ON QUOTED UNIT PRICES.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

PK CONTRACTING, INC.

Authorized Signature: _____

Estimator: _____

***** QUOTATION *****

Hart Pavement Striping

P.O. Box 300998, Waterford, MI 48330
(248) 673-3503 Fax: (248) 673-3438
www.hartpavement.com

City of Birmingham
Attn: Ellen Devieu
151 Martin Street
P.O. Box 3001
Birmingham, MI, 48012

Location: City of Birmingham (crosswalk change locations)

SERVICES INCLUDE:

To grind as needed 1068 feet of crosswalk and paint 8 foot by 1 foot, 2 foot skip continental block crosswalks as discussed at the locations per spread sheet "CROSSWALK REQUEST FOR QUOTS SEPT 7 2016.XLSX". The price is \$47,000.00.

TOTAL FOR SERVICES LISTED ABOVE: see above

Pricing is for items listed above only. All other items will be charged at an additional cost.

Hart Pavement must approve any additions to or subtractions (including bonds and dues) from the original bid.

All materials are guaranteed to be as specified. All signs are guaranteed to meet standard specifications and MDOT specifications when warranted. All work is to be completed in a workmanlike manner according to standard practices. Any alterations or deviations from specifications, involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, acts of God or delays beyond our control. It is assumed the owner to carry fire, tornado, or necessary insurance. We carry, and our workers are fully covered by Worker's Comp and Commercial General Liability Insurance. Any permits, bonds, or dues, if required, are not included unless stated above. Terms are net 20 days. After 20 days-upon completion of the services, a monthly service charge of 1.5% on the unpaid balance will be assessed, unless other written arrangements have been made between both parties involved. Minimum striping charge per trip is \$200.00. Due to weather conditions, no guarantee is given on work performed after October 15 and before April 1 of the following year. This bid is null and void after 60 days.

As Submitted by: Dann Hart Date: September 7, 2016

Please send back with P.O. # or Signature: _____

Date: _____

Quotation must be signed & sent back for us to perform work. Faxed copies are acceptable.

CONTRACT

THIS AGREEMENT made the ____ day of September, 2016, by and between the CITY OF BIRMINGHAM, Oakland County, Michigan, hereinafter called the "city", and PK Contracting, Inc. of Troy, MI hereafter called the "contractor" relative to the removal and application of street pavement markings in the amount of \$12,905.00 grinding existing pavement markings and installing new continental crosswalks at 24 intersection legs located on 10 streets. All advertisements for bids, proposals, instructions to bidders, specifications, plans, hereto attached or herein referred to, shall be and are hereby made a part of this agreement.

1. The contractor shall provide removal and application of street pavement markings, as set forth in the bid proposal, and in accordance with the plans and specifications which have been made a part of this agreement in a manner, time and place, as therein set forth.
2. The city promises and agrees to pay said contractor for the painting of pavement marking removal and applications under this agreement at the price provided in the bid.
3. For the faithful performances of the terms of this agreement, said parties respectively bind themselves, their successors, heirs, executors, administrators, and assigns.

IN WITNESS WHEREOF, the parties execute this agreement as of the day and year first written above.

CITY OF BIRMINGHAM

Attested:

Laura M. Pierce
City Clerk


By:

Rackeline J. Hoff
Mayor

Witnessed:

PK CONTRACTING, INC.

By:



Aden Shea
Vice President

Witnessed:



APPROVAL (1.135 City Code)




Timothy J. Carrier
City Attorney as to Form



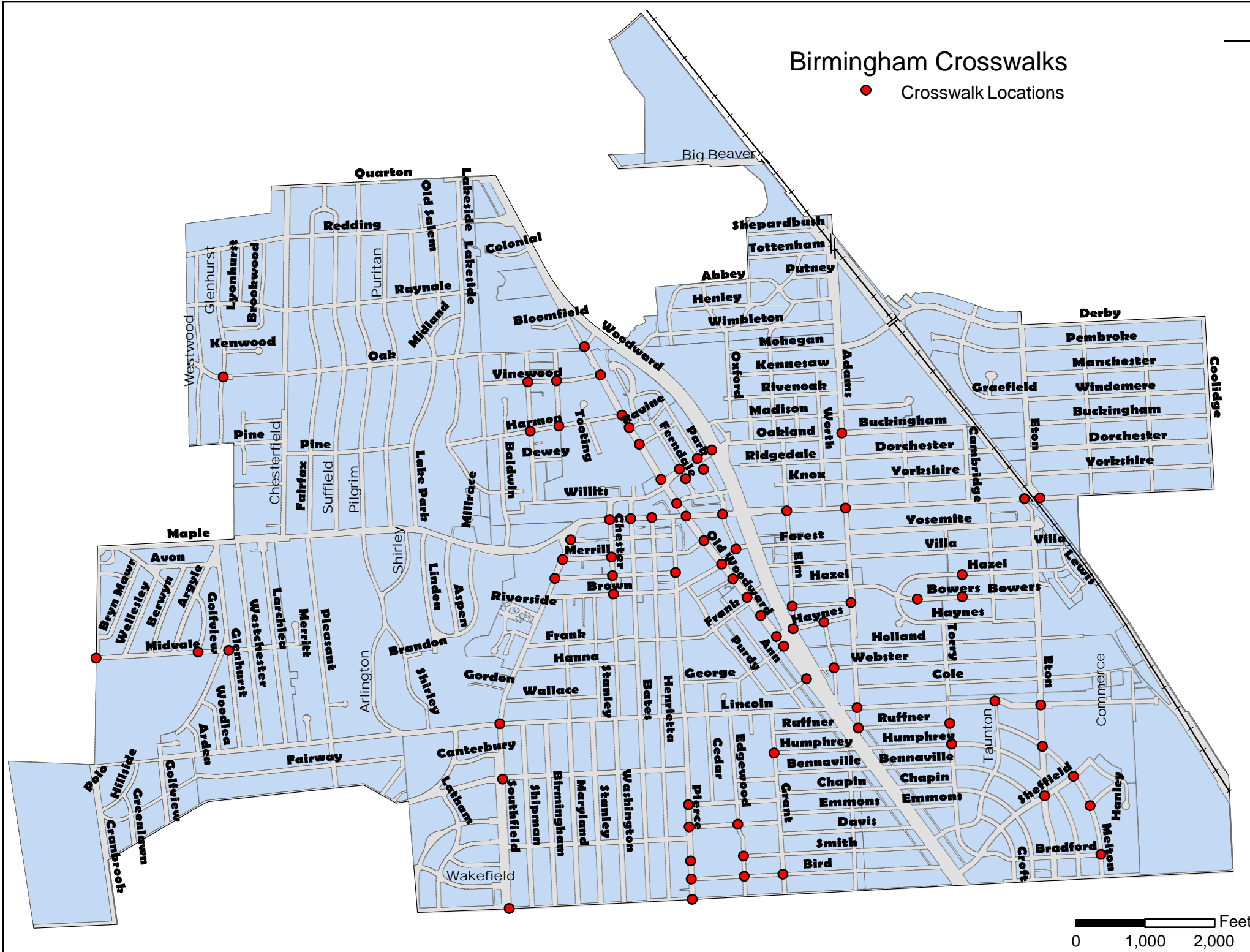
Mark Gerber
Director of Finance as to
Financial Obligations



Joseph A. Valentine
City Manager as to Substance



Mark H. Clemence
Police Chief as to Substance





MEMORANDUM

Office of the City Manager

DATE: September 20, 2016

TO: City Commission

FROM: Joseph A. Valentine, City Manager

SUBJECT: Request for Closed Session – Pending Litigation
Wolf v. City of Birmingham

It is requested that the city commission meet in closed session to review pending litigation regarding Wolf vs City of Birmingham pursuant to Section 8(e) of the Open Meetings Act.

SUGGESTED RESOLUTION:

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

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



MEMORANDUM

Office of the City Manager

DATE: September 14, 2016
TO: City Commission
FROM: Joseph A. Valentine, City Manager
SUBJECT: Request for Closed Session
Attorney-Client Privilege

It is requested that the city commission meet in closed session pursuant to Section 8(h) of the Open Meetings Act to discuss an attorney/client privilege communication.

SUGGESTED RESOLUTION:

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

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



NOTICE OF INTENTION TO APPOINT TO THE MULTI-MODAL TRANSPORTATION BOARD

At the regular meeting of Monday, October 10, 2016, the Birmingham City Commission intends to appoint two members to the Multi-modal Transportation Board to serve the remainder of three-year terms to expire March 24, 2019 and March 24, 2017.

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, October 5, 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.

In so far as possible, the seven member committee shall be composed of the following: one pedestrian advocate member; one member with a mobility or vision impairment; one member with traffic-focused education and/or experience; one bicycle advocate member; one member with urban planning, architecture or design education and/or experience; and two members at large living in different geographical areas of the city. Applicants for these two positions may or may not be electors or property owners in the City.

Duties of the Multi-modal Transportation Board

The purpose of the Multi-Modal Transportation Board shall be to assist in maintaining the safe and efficient movement of motorized and non-motorized vehicles and pedestrians on the streets and walkways of the city and to advise the city commission on the implementation of the Multi-Modal Transportation Plan, including reviewing project phasing and budgeting.

Criteria/Qualifications of Open Position	Date Applications Due (by noon)	Date of Interview
In so far as possible, members shall represent, <ul style="list-style-type: none">• one member with traffic-focused education and/or experience• one member with urban planning, architect, design experience Members may or may not be electors (registered voter) or property owners of the City of Birmingham.	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.



MULTI-MODAL TRANSPORTATION BOARD

Resolution No. 02-31-14 & 09-282-16

The purpose of the Multi-Modal Transportation Board shall be to assist in maintaining the safe and efficient movement of motorized and non-motorized vehicles and pedestrians on the streets and walkways of the city and to advise the city commission on the implementation of the Multi-Modal Transportation Plan, including reviewing project phasing and budgeting.

In so far as possible, the seven member committee shall be composed of the following: one pedestrian advocate member; one member with a mobility or vision impairment; one member with traffic-focused education and/or experience; one bicycle advocate member; one member with urban planning, architecture or design education and/or experience; and two members at large living in different geographical areas of the city. At least five 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.

Term: Three years.

Last Name	First Name	Home Business E-Mail	Appointed	Term Expires
Adams	Vionna	(202) 423-7445	12/15/2014	3/24/2018
2109 Dorchester Birmingham	48009	<i>vionnajones@gmail.com</i>	Member at large from different geographical areas of the city.	
Edwards	Lara	(734) 717-8914	4/28/2014	3/24/2017
1636 Bowers Birmingham	48009	<i>lmedwards08@gmail.com</i>	Member at large from different geographical areas of the city.	
Folberg	Amy	(248) 890-9965	12/14/2015	3/24/2017
1580 Latham Birmingham	48009	<i>amy.folberg@gmail.com</i>	Member at large from different geographical areas of the city.	

Last Name Home Address	First Name	Home Business E-Mail	Appointed	Term Expires
Lawson 1351 E. Maple Birmingham	Andy 48009	(586) 944-6701 <i>andlawson@deloitte.com</i>	4/28/2014 Pedestrian Advocate Member	3/24/2018
Surnow 320 Martin St. #100 Birmingham	Michael 48009	(248) 865-3000 <i>michael@surnow.com</i>	4/13/2015 Bicycle Advocate Member	3/24/2019
VACANT				3/24/2017 Urban Planning/Architecture/Design Member
VACANT				3/24/2019 Traffic-Focus Education/Experience Member

**STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION**

**NOTICE OF HEARING
FOR THE NATURAL GAS CUSTOMERS OF
CONSUMERS ENERGY COMPANY
CASE NO. U-18127**



- Consumers Energy Company requests that the Michigan Public Service Commission grant accounting and ratemaking approval of its depreciation rates for the Company's gas utility plant.
- 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:

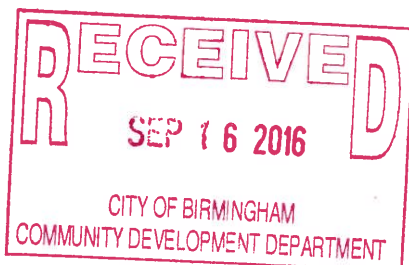
DATE/TIME: **Wednesday, September 28, 2016, at 9:00 a.m.**
This will be a prehearing conference to determine future hearing dates and other procedural matters.

BEFORE: Administrative Law Judge **Sharon L. Feldman**

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 of the proposed depreciation accrual rates for its gas utility plant. Consumers Energy Company proposes revisions in depreciation rates that would result in a decrease of \$3.4 million in annual depreciation expense relative to the depreciation rates currently in effect, (based on year-end 2015 plant balances).



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 21, 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.

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 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.; and the Michigan Administrative Hearing System's Administrative Hearing Rules, 2015 AC, R 792.10401 et seq.

**[THE MICHIGAN PUBLIC SERVICE COMMISSION MAY
APPROVE, REJECT, OR AMEND PROPOSALS MADE BY
CONSUMERS ENERGY.]**



**STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION
NOTICE OF HEARING
FOR THE ELECTRIC CUSTOMERS OF
DTE ELECTRIC COMPANY
CASE NO. U-18082**

- DTE Electric Company requests Michigan Public Service Commission approval to reconcile its costs associated with its Amended Renewable Energy Plan approved in Case No. U-17793.
- The information below describes how a person may participate in this case.
- You may call or write DTE Electric Company, One Energy Plaza, Detroit, Michigan 48226-1279, (800) 477-4747, for a free copy of its application. Any person may review the application at the offices of DTE Electric Company.
- A public hearing will be held:

DATE/TIME: **Tuesday, October 4, 2016, at 9:00 a.m.**
This hearing will be a prehearing conference to set future hearing dates and decide other procedural matters.

BEFORE: Administrative Law Judge **Dennis W. Mack**

LOCATION: Michigan Public Service Commission
7109 West Saginaw Highway
Lansing, Michigan

PARTICIPATION: Any interested person may attend and participate. The hearing site is accessible, including handicapped parking. Persons needing any accommodation to participate should contact the Commission's Executive Secretary at (517) 284-8090 in advance to request mobility, visual, hearing or other assistance.

The Michigan Public Service Commission (Commission) will hold a public hearing to consider DTE Electric Company's (DTE Electric) August 31, 2016 application requesting 1) expedited approval of the Transfer Prices identified in the Company's filing; 2) determination that DTE Electric's 2015 Renewable Cost Reconciliation and 2008 PA 295 revenues collected and costs incurred are reasonable and prudent; 3) reconciliation of pertinent revenues recorded and the allowance for the nonvolumetric Revenue Recovery Mechanism with the amounts actually expensed and projected; 4) determination that DTE Electric's actions with respect to its Amended Renewable Energy Plan were and are reasonable and prudent and that the Company's proposed Renewable Energy Plan surcharges are just and reasonable and should continue; 5) an order maintaining existing rates and charges as described in this Application and supporting documents; 6) approval of the Company's request that 62,840 Energy Optimization Credits be transferred at zero cost from the Company's Energy Optimization Plan to, and used for compliance with, its Amended Renewable Energy Plan; and 7) additional 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 27, 2016. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon DTE Electric's attorney, Andrea E. Hayden, One Energy Plaza, Detroit, Michigan 48226-1279.

Any person wishing to appear at the hearing to make a statement of position without becoming a party to the case may participate by filing an appearance. To file an appearance, the individual must attend the hearing and advise the presiding administrative law judge of his or her wish to make a statement of position. All information submitted to the Commission in this matter becomes public information, thus available on the Michigan Public Service Commission's website, and subject to disclosure. Please do not include information you wish to remain private.

Requests for adjournment must be made pursuant to the Michigan Administrative Hearing System's Administrative Hearing Rules R 792.10422 and R 792.10432. Requests for further information on adjournment should be directed to (517) 284-8130.

A copy of DTE Electric's request may be reviewed on the Commission's website at: michigan.gov/mpscedockets, and at the office of DTE Electric Company. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

Jurisdiction is pursuant to 1909 PA 106, as amended, MCL 460.551 et seq.; 1919 PA 419, as amended, MCL 460.54 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; 1982 PA 304, as amended, MCL 460.6j et seq.; 2008 PA 295, MCL 460.1001 et seq.; and the Michigan Administrative Hearing System's Administrative Hearing Rules, 2015 AC, R 792.10401 et seq.

September 1, 2016