



**CITY COMMISSION MEETING AGENDA
MAY 8, 2017
7:30 PM**



Municipal Building, 151 Martin, Birmingham, MI 48009

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BIRMINGHAM CITY COMMISSION AGENDA
MAY 8, 2017
MUNICIPAL BUILDING, 151 MARTIN
7:30 P.M.

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Mark Nickita, Mayor

II. ROLL CALL

Cherilynn Brown, 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 in Municipal Parking Lot #6 on N. Old Woodward through October 29, 2017. For more information, visit www.birminghamfarmersmarket.org.
- The Birmingham Bloomfield Art Center Annual Art Birmingham will be held Saturday, May 13th and Sunday, May 14th in Shain Park. For more information and hours, visit www.theguild.org.
- The theme of this year's Celebrate Birmingham Hometown Parade is "Hats Off to Our Heroes", and it will be held Sunday, May 21st at 1:00 PM. The parade begins at S. Old Woodward and Daines, continues on S. Old Woodward to Maple, then to Bates, ending at Shain Park. Until 4:00 PM, there will be free children's activities in Shain Park immediately after the parade ends. Come out and join your neighbors to kick off your summer activities in Birmingham!

Appointments:

- A. Interviews for Multi-Modal Transportation Board
 - 1. Daniel Isaksen, 1386 Yorkshire
- B. To appoint _____, as an alternate member, to the Multi-Modal Transportation Board to serve a three-year term to expire October 27, 2019.
- C. Administration of oath to the appointed board member(s).

IV. CONSENT AGENDA

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

- A. Approval of City Commission minutes of April 22, 2017.
- B. Approval of City Commission minutes of April 24, 2017.
- C. Approval of warrant list, including Automated Clearing House payments of April 26, 2017 in the amount of \$419,107.15.
- D. Approval of warrant list, including Automated Clearing House payments of May 3, 2017 in the amount of \$414,407.27.

- E. Resolution approving the street light agreement between the City of Birmingham and DTE Energy regarding the installation of street lights at 369 N. Old Woodward Ave. Further, directing the Mayor to sign the agreement on behalf of the City. All costs relative to this agreement will be charged to the adjacent owner.
- F. Resolution awarding the 2017 Local Streets Paving Program, Contract #1-17(P) to DiPonio Contracting, Inc., of Shelby Twp., MI, in the amount of \$1,195,989.00, to be charged to the various accounts as detailed in the report; and further approving the appropriations and budget amendments as follows:

Local Street Fund

Revenues:

Draw from Fund Balance	#203-000.000-400.0000	\$49,540
Total Revenue Adjustments		\$49,540

Expenditures:

Public Improvements	#203-449.001-981.0100	\$49,540
Total Expenditure Adjustments		\$49,540

AND

Resolution setting Monday, June 12, 2017 at 7:30 PM for a Public Hearing to consider declaring necessity for the installation of water laterals within the 2017 Local Street Paving Program area, and further setting Monday, June 26, 2017, at 7:30 P.M. for a Public Hearing to consider confirming the roll for the installation of water laterals within the 2017 Local Street Paving Program area.

- G. Resolution requesting reimbursement for the maximum allotment of \$2,648.39 for eligible mosquito control activity under the Oakland County's West Nile Virus Fund Program. (complete resolution in agenda packet)
- H. Resolution approving the Amended and Restated Tree Care and Removal Agreement with J. H. Hart Urban Forestry, for a second year renewal (July 1, 2017 – June 30, 2018) upon thirty (30) days written notice in the amount set forth in the price schedule, with all other terms and conditions remaining the same. Funds are available in each of the following accounts for these services: Major Street Fund – Street Trees – Tree Trimming Contract account #202-449.005-819.0000; Local Street Fund – Street Trees – Tree Trimming Contract account #203-449.005-819.0000; Parks – Tree Trimming Contract account #101-751.000-819.0000; and Property Maintenance –Tree Trimming Contract account #101-441.003-819.0000.
- I. Resolution accepting Ms. Maricak's and Mr. Cristbrook's resignations from the Museum Board, thanking each of them for their service, and directing the Clerk to begin the process to fill the vacancies.
- J. Resolution approving an amended request submitted by the City of Birmingham to hold Celebrate Birmingham Parade on Sunday, May 21, 2017, contingent upon compliance with all permit and insurance requirements and payment of all fees and, further pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event.
- K. Resolution setting Monday, June 12, 2017 at 7:30 PM for a Public Hearing to consider the Final Site Plan and Special Land Use Permit for 160 W. Maple - Dick O Dow's, to allow the renovation of an existing restaurant. (complete resolution in agenda packet)
- L. Resolution approving the purchase of a 2017 Ford Fusion SE from Gorno Ford through the State of Michigan extendable purchasing contract #071B1300005 in the amount of \$21,593.00 from account #641-441.006.971.0100.
- M. Resolution approving the purchase of one (1) 2018 Freightliner 108 chassis from Wolverine Freightliner through the Rochester Hills Cooperative Award Agreement #RFP-RH-13-30 totaling \$87,253.00 from account #641-441.006.971.0100; further,

approving the purchase and installation of snow removal up-fitting equipment from Knapheide Truck Equipment through the State of Michigan MI-Deal Cooperative Purchasing Contract #071B7700087 totaling \$95,315.00 from account #641-441.006.971.0100, for a total combined expenditure of \$182,568.00.

- N. Resolution approving the agreement between the City of Birmingham and the Village of Beverly Hills for use of the police pistol range by Beverly Hills Department of Public Safety for \$1,500 per year; authorizing the mayor and city clerk to sign the contract.
- O. Resolution approving the service agreement with Heartland Payment Systems for services described in Attachment A – Agreement as submitted in the corrected proposal of April 20, 2017 and utilizing the special interchange pricing program for credit card payment processing contingent upon Heartland Payment Systems endorsing the City as additional insured upon execution of the agreement; further directing the Mayor and City Clerk to sign the agreement on behalf of the City.

V. UNFINISHED BUSINESS

- A. Resolution approving the Special Land Use Permit Amendment and Final Site Plan Review for 250 N. Old Woodward, Emagine Palladium Theatre and Ironwood Grill restaurant to allow the establishment to change their name to Emagine Palladium Theatre and Four Story Burger.
- B. Resolution terminating the Special Land Use Permit at 250 N. Old Woodward, Emagine Palladium Theatre and Ironwood Grill restaurant for failure to comply with the terms of the SLUP.

OR

Resolution taking no action at this time.

VI. NEW BUSINESS

- A. Resolution amending the existing City policy governing street improvements with respect to allowing streets to be paved in block segments subject to established criteria and partially financed through a special assessment district. (complete resolution in agenda packet)
- B. Resolution establishing an On-Street Accessible Parking Policy, as well as an application process outlined in the proposed application form, with no fee. (complete resolution in agenda packet)
- C. Resolution directing the Planning Board to review and present the recommendation to amend Article 3, section 3.04(C)(6), Specific Standards, to amend the Downtown Birmingham Overlay Standards to excluded community and personal service uses as permitted in the Redline Retail District, and to forward a recommendation to the City Commission by June 26, 2017.
- D. Resolution to meet in closed session to discuss an attorney/client privileged 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 members to the Historic District Study Committee, Ethics Board, Retirement Board, and Museum Board on June 12, 2017
- B. Commissioner Comments
- C. Advisory Boards, Committees, Commissions' Reports and Agendas
- D. Legislation
- E. City Staff
 - 1. 3rd Quarter Budget Report, submitted by Finance Director Gerber
 - 2. 3rd Quarter Investment Report, submitted by Finance Director Gerber
 - 3. Parking Structure Utilization Report, submitted by City Engineer O'Meara
 - 4. Invisible fence signage, submitted by City Attorney Currier

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
MULTI-MODAL TRANSPORTATION BOARD
RESUBMITTED FOR MAY 8, 2017**

At the regular meeting of Monday, March 13, 2017, the Birmingham City Commission intends to appoint three regular members to the Multi-Modal Transportation Board to serve three-year terms to expire March 24, 2020 and two alternate members to serve the remainder of a three year term to expire October 27, 2019.

Interested citizens may submit an application available at the city clerk's office or online at www.bhamgov.org/boardopportunities. Applications must be submitted to the city clerk's office on or before noon on Wednesday, March 8, 2017. 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 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.

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 <u>In so far as possible</u> , members shall represent, <ul style="list-style-type: none"> • 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, architect, design experience; • Two members at large living in different geographical areas of the city. <p>At least five members shall be electors (registered voter) or property owners in the City.</p> <p>Two alternate members may be appointed to serve as needed.</p>
Daniel Isaksen	Registered Voter, 1386 Yorkshire Alternate member

SUGGESTED ACTION:

To appoint _____, as an alternate member, to the Multi-Modal Transportation Board to serve a three-year term to expire October 27, 2019.



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	3/24/2020
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	3/24/2020
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
Rontal 926 Bird Birmingham	Daniel 48009	(734) 904-2544 <i>darontal@gmail.com</i>	10/27/2016 Mobility or Vision Impairment Experience/Expertise	3/24/2020
Schafer 1966 Fairway Birmingham	Katie 48009	(248) 835-5064 <i>schafekat@gmail.com</i>	3/13/2017 Alternate	10/27/2019
Slanga 4410 Charing Way Bloomfield Hills	Johanna 48304	(248) 761-9567 <i>johannaslanga@gmail.com</i>	5/5/2014 Traffic-Focus Education/Experience Member	3/24/2019
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			Alternate	10/27/2019



RECEIVED BY

APR 17 2017

CITY CLERK'S OFFICE

APPLICATION FOR CITY BOARD OR COMMITTEE

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

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 Multi-Modal Transportation Board

Specific Category/Vacancy on Board Alternate

Name Daniel Isaksen

Phone 734 904 6867

Residential Address 1386 Yorkshire

Email isaksen.dan@gmail.com

Residential City, Zip Birmingham, MI 48009

Length of Residence since 2008

Business Address Wayne State University

Occupation Professor of Mathematics

Business City, Zip Detroit, MI 48202

Reason for Interest: Explain how your background and skills will enhance the board to which you have applied
I attended an MMTB meeting and found the discussions interesting and stimulating. I would like to contribute to the constructive process of improving the city.

List your related employment experience 18 years of experience in higher education, including 14 years in public institutions and 4 years of administrative experience.

List your related community activities Elementary school Math Pentathlon coach, T-Ball coach.

List your related educational experience B.A. in Mathematics, S.M. in Mathematics, Ph.D. in Mathematics.

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

Daniel Isaksen
Signature of Applicant

4/17/2017
Date



AFFIDAVIT AND DISCLOSURE STATEMENT

According to section 2-326 of the Birmingham City Code, "Immediately following an election, employment or appointment of a City official or employee, the City Clerk shall provide the individual with an Affidavit and Disclosure Statement form. Within twenty days after election, appointment, employment or any change in the facts set forth in the City official's or employee's previously filed Affidavit and Disclosure Statement, all City officials and employees shall file with the City clerk an Affidavit and Disclosure Statement." Chapter 2 – Effective April 28, 2003

Date 27 April 2017

Name Daniel Isaksen

Position/Board Alternate/MMTB

1. To the best of your knowledge do you or any members of your immediate family own any interest in real property located within the City of Birmingham, in land contiguous to the City of Birmingham, or in any area to which the City of Birmingham is party?

yes

2. If your answer to question 1 is affirmative, to the best of your knowledge state the following information for each such interest owned:

a. The nature of your interest in the real property homeowner

b. The location of the real property (for improved property, provide the street address; for unimproved property state its location in relation to existing streets)

1386 Yorkshire, Birmingham MI 48009

c. The property's permanent real estate tax identification number 08-20-30-353-010

3. To the best of your knowledge, do you or a member of your immediate family own five percent (5%) or more of any business entity located in the City of Birmingham no?

4. If your answer to question 3 is in the affirmative, state the following, to the best of your knowledge:

a. The name of the entity _____

b. The address of the entity _____

c. The nature of your relationship to the entity _____

d. The date relationship commenced _____

5. 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 that is not reported in the prior answers? no
6. To the best of your knowledge, have you or a member of your immediate family given or received any gifts, other than from immediate family members, the value of which exceeds \$50.00, within the last year, or since the effective date of this code, whichever time period is shorter, to or from any person or business or other legal entity doing business with the City, other than legal campaign contributions?
no

If so, supply the following information for each donee or donor:

NAMES OF DONOR/DONEE	ADDRESS	DATE GIFT RCVD/DONATED	NATURE OF GIFT

"I have read and I understand the Code of Ethics of the City of Birmingham and, to the best of my knowledge, I am not in conflict with its provisions."

Darl C Isl

4/27/17

Signature of city official or employee

Date

Subscribed and sworn to before me this 27th day of April, 2017

Notary Public

Acting in the County of Oakland, Michigan

Cheryl Arft
Signature of Notary
My commission expires 9-3-2017

CHERYL ARFT
NOTARY PUBLIC, STATE OF MI
COUNTY OF MACOMB
MY COMMISSION EXPIRES Sep 3, 2017
ACTING IN COUNTY OF Oakland

Accepted by CA

FOR OFFICE USE ONLY

Date 4-27-17



RECEIVED BY

APR 17 2017

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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

Daniel Isaksen
Signature of Applicant

4/17/2017
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 Carft@bhamgov.org or by fax to 248.530.1080. Updated 01/11/17



AFFIDAVIT AND DISCLOSURE STATEMENT

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Date 27 April 2017

Name Daniel Isaksen

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1386 Yorkshire, Birmingham MI 48009

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"I have read and I understand the Code of Ethics of the City of Birmingham and, to the best of my knowledge, I am not in conflict with its provisions."

Darl C Isl

4/27/17

Signature of city official or employee

Date

Subscribed and sworn to before me this 27th day of April, 2017

Notary Public

Acting in the County of Oakland, Michigan

Cheryl Arft

Signature of Notary

My commission expires 9-3-2017

CHERYL ARFT
NOTARY PUBLIC, STATE OF MI
COUNTY OF MACOMB
MY COMMISSION EXPIRES Sep 3, 2017
ACTING IN COUNTY OF Oakland

Accepted by CA

FOR OFFICE USE ONLY

Date 4-27-17

**BIRMINGHAM CITY COMMISSION MINUTES
APRIL 22 2017 BUDGET PUBLIC HEARING
MUNICIPAL BUILDING, 151 MARTIN
8:30 A.M.**

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Mark Nickita, Mayor, called the meeting to order and opened the public hearing at 8:33 AM.

II. ROLL CALL

ROLL CALL:	Present,	Mayor Nickita Commissioner Bordman Commissioner Boutros Commissioner DeWeese Mayor Pro Harris Commissioner Hoff Commissioner Sherman
	Absent,	None

Administration: City Manager Valentine, City Attorney Currier, City Clerk Brown, Finance Director Gerber, DPS Director Wood, DPS Manager Filipski, City Engineer O'Meara, Fire Chief Connaughton, Assistant Fire Chief Donohue, Building Official Johnson, Planner Ecker, Senior Accountant Burrick, Police Chief Clemence, HR Manager Taylor, IT Director Brunk, Museum Director Pielack, BSD Director Tighe, Library Director Koschik

III. BUDGET PRESENTATION

Finance Director Gerber presented an introductory DVD to the proposed budget for fiscal year 2017-2018, highlighting the following:

- The proposed fiscal year 2017-2018 budget represents the sixth year of revenue growth for the City. The growth has been the result of reinvestment in the City as a result of low interest rates and favorable economic conditions. This has helped lift the City from a period where taxable values dropped 16% and where the City reduced full-time staffing levels by 32%.
- While current forecasts present a more favorable outlook for revenues, in large part due to growth in the housing market, the years ahead will continue to present financial challenges for the City due to rising costs and long-term capital improvement needs.
- The estimated taxable value used for the proposed 2017-2018 budget marks the first time the City's taxable value has risen above its previous high level set in fiscal year 2007-2008. This means that it has taken 10 years for the City to fully recover from taxable value losses it sustained during the Great Recession. During those 10 years, the City has had to manage rising costs.
- The proposed fiscal year 2017-2018 budget continues the City's efforts to minimize expenditure increases while maintaining services and planning for future community needs.

- The total recommended fiscal year 2017-2018 budget, for all funds, including component units, is approximately \$72.2 million, which represents a 13% decrease from the prior year's budget.
- A significant portion of the decrease in expenditures for fiscal year 2017-2018 is attributable to large budgeted capital improvements in the prior year budget.
- The City's recommended fiscal year 2017-2018 General Fund Budget, which represents expenditures for major City operations, totals approximately \$34 million and represents an increase of approximately 5% over the prior year's General Fund budget.
- General Fund expenditures represent 47% of the City's total budgeted expenditures.
- Property taxes account for 69% of revenues within the City's General Fund. Other major sources of funding include Charges for Services and License & Permit fees.
- Within the proposed fiscal year 2017-2018 General Fund Budget, Police and Fire services account for \$12.7 million, or 38% of all expenditures.
- Continuing the City's reinvestment in its infrastructure and equipment, the recommended fiscal year 2017-2018 budget includes \$7.5 million in Capital Improvement projects. Of this amount, approximately \$4 million is budgeted for improvements to streets, sidewalks, sewers, and the water delivery system.
- The recommended fiscal year 2017-2018 budget includes a recommended total property tax levy of 14.6975 mills, which represents a slight decrease from the prior year's budget.
- The City's Operating levy is proposed to increase slightly from 11.1843 mills to 11.2481 mills.
- The Library operating levy is proposed to remain unchanged at 1.41 mills.
- The City's refuse levy is proposed to decrease from 0.8687 mills to 0.8349 mills, as a result of an increase in taxable value.
- The City's debt levy is proposed to decrease from 1.2984 mills to 1.2045 mills as a result of an increase in taxable value.
- The total average residential property tax bill for 2017-2018 is estimated to be \$8,640 based on an average residential taxable value of \$197,500 and estimated total tax levy of 43.75 mills.
- Of the total tax levy of 43.75 mills, the City accounts for 14.6975 mills or approximately 33%. This equates to approximately \$2,900 of the total tax bill of \$8,640. The remainder of property taxes is remitted to Oakland County, State of Michigan, and Birmingham Schools.
- The water rate is recommended to increase 6% for 2017-2018 as a result of a 9% decrease in water service revenue, a 3% increase in the costs of water, and a 2% increase in maintenance costs.
- The sewer rate is recommended to increase by 5.5% as a result of a 4% increase in the cost of sanitary sewage disposal and a 4% increase in maintenance costs.

City Manager Valentine reported:

- This year's balanced budget was guided by established budget goals and reflects an overall decrease of 13% from the prior fiscal year's amended Budget. This is primarily the result of significant infrastructure and capital improvement projects that were planned in the current 2016-2017 fiscal year.
- Included in this net decrease the 2017-2018 recommended Budget provides for a net addition of four full-time positions to meet operating needs within the City.

- The General Fund and unassigned fund balance has been, and continues to be, under extreme pressure. The budget maintains a strong fund balance of 34.5% which is within the range of 17% - 40% established by the City Commission and reinforces our AAA bond rating.
- This budget provides funding for approximately \$7.5 million in capital improvements.
- Water rates are planned to increase 6%, or roughly \$23.00 on average, as a result of a slight increase in water rates, operating costs and less water consumption.
- Sewer rates are planned to increase 5.5% due to higher costs related to the Great Lakes Water Authority (GLWA) and Oakland County Resource Commission, and an increase in maintenance and operating costs.
- The City's overall millage rate is proposed to decrease for the third straight year, while including a slight increase in the City's operating levy of .0638 mills to help address increasing pressure on capital project expenditures.
- The library levy is proposed to remain at 1.41 mills as Phase I of the renovation project is completed.
- Some repetitive themes carry through the general fund such as personnel expenses due to adjustments in retiree health care contributions as recommended by the City's actuary and adjustments in retirement and pension contributions due to smoothing of market losses of the prior fiscal year

IV. DEPARTMENT PRESENTATIONS AND DISCUSSION

CITY COMMISSION

City Manager Valentine reported a 6% increase, attributable to a miscellaneous account being inadvertently omitted from the current budget and to funding for business cards with a new City logo.

MANAGER'S OFFICE

City Manager Valentine reported an increase of 72%, attributable to strategic realignment which adds additional positions. The positions would include a Communications Director to effectively handle the City's expanded communications efforts and an Assistant City Manager.

The Assistant City Manager position will be supplemental to the City Manager's office and the engineering department and will be tasked to assist with efforts such as management of the parking system, the advisory parking committee and some of the Multi-Modal Board efforts.

Salaries for new positions are determined by combining Michigan Municipal League compensation studies with the City's compensation classifications. If the budget is approved the hiring process will begin July 1, 2017.

CITY HALL AND GROUNDS

City Manager Valentine reported a decrease of 4%, attributable to a decrease in hospitalization costs and retiree healthcare contributions as prescribed by the City's actuary and a carryover from the prior year of an encumbrance for projects under other contractual services.

PROPERTY MAINTENANCE-LIBRARY

City Manager Valentine reported a 4% increase, attributable to repairs for the loading dock being included in capital projects.

He clarified for Commissioner Hoff funding for the library roof is included in capital projects.

LEGAL

City Manager Valentine reported a slight decrease in the legal Budget, representing a downward adjustment to prior year spending.

HUMAN RESOURCES

Human Resources Manager Yvonne Taylor reported a 2.4% decrease primarily due to a decrease in labor burden costs.

CITY CLERK

City Clerk Brown reported a 5% decrease primarily due to a decrease in labor burden costs.

ELECTIONS

City Clerk Brown commented the Elections budget fluctuates yearly based on the number of elections being held in the fiscal year.

FINANCE DEPARTMENT

Finance Director Gerber reported a slight decrease from the prior year primarily related to labor costs adjustments.

TREASURY

Finance Director Gerber reported changes due to contractual labor.

ASSESSING

Finance Director Gerber reported a 3% increase due to the contract with Oakland County which contains a 3% increase for fiscal year 2017-2018.

GENERAL ADMINISTRATION

Finance Director Gerber reported an increase of 12% due primarily to the street lighting utility and DTE costs.

He clarified the \$110,000 wage adjustment expense is moved out of this account and disbursed to the appropriate departmental accounts.

He confirmed funding of \$5,000 for the installation of public art is being reinstated in this budget.

Commissioner Hoff asked questions concerning the current and proposed budgets' funding for NEXT. Finance Director Gerber agreed to investigate the work included in the current year's budget for NEXT.

City Manager Valentine, addressing questions about funding for the City logo change, explained the original budget was reduced to \$5,000 based on a change in the parameters of the project toward a pro bono type of arrangement.

TRANSFERS OUT

Finance Director Gerber explained the fund records money being disbursed for uses such as road work for major and local streets and current or future capital projects. Also included is

reimbursement to the sewer fund for the *Wolf v. Birmingham* lawsuit.

PENSION ADMINISTRATION

Finance Director Gerber explained this fund records pension costs, actuarial fees, and the costs of Comerica handling the processing of retirement checks. These fees are reimbursed to the general fund by the pension fund, so it has zero net effect on the general fund.

COMMUNITY DEVELOPMENT

PLANNING

City Planner Ecker reported an increase of 12% which represents a new full-time position, offset by the elimination of a planning position and a part-time position. Also included in the increase are charges for the Master Plan.

Commissioner Hoff had questions regarding the current budget and why it doesn't reflect the changes in the timing of the project. City Manager Valentine explained the budget document before the Commission for consideration contains FY 2016-2017 numbers from November, 2016. Subsequent discussions and reallocation of funds will reflect in the final document.

BUILDING

Building Director Johnson reported a 20% increase, attributable to an increase in cost from the McKenna Services contractor, and a planned redesign of the front counter and support staff workstations to increase service proficiency.

PUBLIC SAFETY

Police Chief Clemence reported a 1.43% decrease attributable to a reduction in expenditures.

DISPATCH

Police Chief Clemence reported a 4.56% increase due to the hiring of one new full-time dispatcher. The dispatch operation will transition to the same 12-hour shift format as the police operation with two full-time dispatchers in each platoon, and four part-time dispatchers for the department's busiest hours, typically 8:00 AM – midnight.

Responding to questions from the Commission, Police Chief Clemence affirmed:

- Beverly Hills, which contracts with Birmingham for dispatch services, pays 35% of all operational costs, including the cost of a new hire.
- The contractual relationship began in 2012, and both entities are satisfied.
- Having dispatchers on the same platoon system as sworn officers allows for direct connections with the shift supervisors and better productivity.
- Many communities are switching to the 12-hour shift format for dispatchers.
- Current dispatchers in the department were surveyed about working 12-hour shifts and seven of the eight were in favor of the switch.
- The 12-shift configuration for dispatchers will be studied after one-year, as was done with the police officers, in order to evaluate the program. The one-year study of the police officer group showed an increase in productivity with the advent of 12-hour shifts. Tickets were up 8%, and arrests were up 19%.

LAW & DRUG ENFORCEMENT FUND

Fire Chief Connaughton and Police Chief Clemence reported:

- Forfeiture money from the DEA, in which we no longer participate, may still be received from a few outstanding cases when those cases are resolved.
- As a member of the Oakland County Narcotics Enforcement Team, an annual share of forfeiture funds is received in December and averages between \$30,000 - \$40,000.
- The funds may be used for any police related activity, such as a camera system.
- The County has created a spreadsheet of estimated forfeiture funds through 2029 to aid local departments in long-range budgeting.
- The expected share for Birmingham in fiscal year 2017-2018 is \$30,000 - \$40,000, which is being allocated for two ballistic vests for two new officers.
- A new in-car video system is another future project which could be purchased with forfeiture funds.
- When the legislature and statutes are more clear on the issues, the department will likely institute body cameras.

FIRE

Fire Chief Connaughton reported a 2% increase primarily due to an increase in retiree health care contributions.

Responding to questions, Fire Chief Connaughton explained:

- The closure of Chesterfield Station for six months will not significantly impact utility costs. Gas and electric use will decrease slightly, but water use from Chesterfield Station will shift to Adams Station with the transfer of firefighters from one station to the other.
- Fire personnel are trained as paramedics, with paramedics being able to provide a much higher level of health care to citizens than EMTs. It is a departmental requirement for personnel to be paramedics when hired. Currently 21 of 27 firefighters are trained paramedics, with a plan that all will be in the future.
- Fire runs are trending downward nationally. In Birmingham 76%-78% of runs are medical, and 3%-4% are fire related. The remaining runs are for a variety of citizen assist issues.
- The Department is budgeted for 27 firefighters, and total personnel of 31, which represents no change from the prior year.

EMERGENCY PREPAREDNESS

Proposed budget for fiscal year 2017-2018 emergency preparedness represents no change from the current year.

ENGINEERING

City Engineer O'Meara reported the proposed budget is status quo from the current year.

City Manager Valentine explained the work load in the Engineering Department will be impacted by the strategic realignment in the City Manager's office, with the new Assistant City Manager assuming duties with the parking system, managing SP, working with the Advisory Parking Committee and other advisory boards.

SIDEWALKS

City Engineer O'Meara reported the sidewalk program will remain the same in the coming year. The current fiscal year allocation of \$1 million for the sidewalk portion of the Old Woodward reconstruction project will be pushed forward to next year to coincide with the postponement of the project.

ALLEYS

City Engineer O'Meara reported no changes in the alley plan.

Mayor Nickita initiated discussion about improvements to the Willits Alley. City Manager Valentine reported the private component of the alley is the section which is in the worst condition and the City is hoping to encourage the owners to improve that portion.

The City Manager and Commissioners discussed future plans for a coordinated effort to improve the City's alleys. Some items mentioned for consideration were trash concerns, repairs, parking, and improved walkability.

PUBLIC SERVICES

DPS Director Wood and DPS Manager Filipski reported an 8% increase primarily attributable to the purchase of software for recreation programs and software for street tree inventory, and to increased costs for facility cleaning and maintenance. DPS Director Wood confirmed for Commissioner Hoff that costs for implementing the new City logo on signage is incorporated in this budget.

PROPERTY MAINTENANCE

DPS Director Wood reported a less than 1% increase primarily due to storm water charges.

WEED/SNOW ENFORCEMENT

DPS Director Wood reported an increase of \$20,000 for contractual services for cutting lawns and snow removal for properties in violation of applicable ordinances. She explained the contractual costs are recouped from fines. Finance Director Gerber confirmed that reinstituting the Hearing Officer, and thus having standards in place for addressing appeals, results in better compliance with paying the fees.

ICE SPORTS ARENA

DPS Director Wood reported an increase of \$10,000 to cover the purchase and installation of cameras. Responding to questions regarding the possibility of repairs being needed to the ice cooling system, DPS Director Wood explained investigation into existence of a possible leak and its location will be undertaken after the season ends. An update will be provided through the City Manager.

COMMUNITY ACTIVITIES

DPS Director Wood reported a slight budget decrease.

City Manager Valentine announced the City will not produce a fireworks event this year. He explained the event has evolved into a regional event, placing an increased demand on resources, and raising concerns about the City's ability to provide the resources necessary to sustain a safe event. Police Chief Clemence and Fire Chief Connaughton reported that, in discussions with their staffs after last year's event, there was unanimous agreement that the event has outgrown the City's resources for providing adequate public safety supervision.

City Manager Valentine reported a media plan is in place to communicate the cancelation of the event to the public.

PARKS & RECREATION

DPS Director Wood reported a 6% increase, primarily due to increases in water utility and storm water fees.

Commissioner Bordman commented that the City keeps creating master plans for parks, which involves the residents and raises expectations, but the plans are not being implemented. She indicated when she served on the Parks and Recreation Board priorities were set. She suggested the budget include accumulation of funds to implement priority items. Commission Hoff agreed.

City Manager Valentine explained a master plan process has three phases: 1) the master plan is the conceptual plan; 2) the final plan with full specifications and cost estimates is created in the second phase; and 3) the plan is then added to the capital projects plan where it is prioritized among other capital projects based on available funding. He also noted the DPS is preparing to update the Parks Master Plan which will further clarify the priority of parks projects. He reported this year \$125,000 has been identified in the capital improvement plan for pre-funding Park improvements, and is earmarked for the project to connect Booth Park with Bates. Current projections show \$600,000 available by 2019 to construct the project.

Commissioner Hoff questioned the status of Poppleton Park development. City Manager Valentine explained the plans that have been developed are at the conceptual stage. Next the final detailed plans have to be developed before funding can be planned.

Mayor Pro Tem Harris asked about the status of plans for improvements to the ball fields at Kenning Park as a public/private partnership. City Manager Valentine reported an acceptable agreement is in the process of being negotiated and noted there will potentially be some additional unbudgeted costs to the City for the improvements.

Other comments from Commissioners expressed support for funding parks improvements as part of the City's overall strategy for public infrastructure maintenance and improvement.

Commissioner Sherman pointed out that there are only so many dollars available unless taxes are raised, and he believes there is a general consensus from both the Commission and the public that taxes will not be raised. Accordingly, decisions have to be made about how to allocate those dollars. He noted the bulk of the City budget goes to payroll, labor burden, pension and those types of expenses, with only a small portion of the budget available for projects. He noted that is the purpose of having a five-year budget for capital projects.

Mayor Nickita believed there is a need for global evaluation of prioritization and thinking differently about how funding is allocated going forward. Currently we are heavily oriented for one part of infrastructure without fully looking at opportunities to adjust.

DPS Director Wood, in response to questions from Commissioner Hoff, stated funding from the Parks master plan is in the fiscal year 2016-2017 budget. The RFP for development of the updated plan has been released, with the intent to hire a consultant in June to complete the plan in the next six to nine months.

Resident David Bloom expressed his opinion that prefunding is a change in direction from past practice. He suggested the need for a policy with clear direction on how projects will be funded

going forward.

Resident DeAngelo Espree asked if maintenance of Quarton is causing an increase in water and sewage costs to the City. DPS Director Woods stated the costs for maintenance have remained consistent over the last several years.

Dennis Hodges, resident on Poppleton, explained the South Poppleton parks group expected improvements to begin happening once the master plan was adopted. City Manager Valentine reiterated the planning process, explaining the first phase is development of a concept plan which proposes general amenities. The concept plan has to be turned into a final plan with actual scaling, costs, amenities and detail. After that step, the project is put into the capital projects priority list.

Commissioner Sherman responded by referencing projects for which budgeting has begun, noting those projects are in the capital projects plan. Page 390 of the budget lists those projects and shows the plan for funding them over a period of time. Commissioner Sherman explained the next step for Poppleton is creation of a detailed plan so costs can be estimated in order to budget for it.

Mayor Pro Tem Harris underscored Commissioner Hoff's point about the apparent disconnect between our planning, our process and implementation with the public's understanding of that process. He agreed with Commissioner Hoff and Commissioner Bordman that the City has an opportunity to clarify the master planning process for its stake holders.

SPECIAL REVENUE FUNDS

MAJOR STREETS & LOCAL STREETS

Finance Director Gerber explained both funds are impacted by the possible postponement of the Old Woodward project. City Manager Valentine introduced the recommendation to postpone the project, explaining bids for the project came in higher than anticipated and higher than budgeted.

The following Summary Recommendation was presented:

1. Postpone Old Woodward Project until FY 2017-2018
2. Adjust the FY 2017-2018 Recommended Budget as follows:
 - Include Old Woodward Project based on amounts from Option 1 as follows:
 - \$1,753,590 for sidewalks improvements (General Fund)
 - \$2,678,250 for streets improvements (Major Street Fund)
 - \$823,070 for water improvements (Water Fund)
 - \$1,599,610 for sewer improvements (Sewer Fund)
 - Include Old Woodward traffic signals \$400,000 (Major Street Fund)
 - Remove 1st year of sidewalk assessment revenue of \$225,000 from General Fund
 - Remove \$450,000 from General Fund transfer to Capital Projects Fund for Old Woodward streetlights.
 - Adjust General Fund property tax revenue to include \$288,000 additional taxes as a result of higher than projected taxable value
 - Remove General Fund transfer to Sewer Fund of \$775,000
 - Decrease General Fund transfer to Local Streets by \$500,000 and increase General Fund transfer to Water Fund by \$500,000
 - Decrease General Fund equipment rental payment to Auto Equipment Fund by \$186,350

The Commission was in general agreement with the recommendations, with none expressing opposition.

COMMUNITY DEVELOPMENT BLOCK GRANT

Finance Director Gerber reported anticipated funding at the same level as previous years, which is \$30,000. The plan for fiscal year 2017-2018 is to use the funds to address an ADA compliance issue with the exterior doors at the Police Department. There is also some ADA compliance work that could be done at the tennis bubble. ADA playground equipment at Poppleton Park does not meet the federal requirements for CDBG funding.

Commissioner Hoff, noting NEXT has been funded with CDBG money, and pointing out the current political administration is considering removing the funds, was concerned about the negative impact on NEXT. Commissioner Bordman also expressed concern about the negative impact on some of Birmingham's citizens if NEXT is not funded.

SOLID-WASTE DISPOSAL

Finance Director Gerber reported an increase of 3% primarily attributable to the monthly surcharge for the conversion to mixed recycling.

Resident David Bloom asked if the City is confident that the low bid on the Old Woodward reconstruction project would get the job done with quality work. City Manager Valentine responded the range in each bid is based on the range in options, and noted the difference in bid prices between the two vendors was \$1 million across the board.

Mr. Bloom asked if there would be any cost savings by doing the Old Woodward project in conjunction with Bates. City Manager Valentine responded that an RFQ has not been issued for the Bates Street project.

ENTERPRISE FUNDS

Automobile Parking System

City Engineer O'Meara stated that the parking fund is very strong, money is being put aside for the future projects, and routine maintenance on existing structures is being budgeted.

Responding to questions from Commissioner Hoff, City Engineer O'Meara indicated the increase in promotional costs is tied to the valet program, and the increase in other contractual services reflects credit card fees for parking meters and painting of parking meter pads and posts. The valet program would remain in the fiscal year 2017-2018 budget because the Old Woodward project, if postponed, will still begin construction during that fiscal year.

Mayor Pro Tem Harris asked about the status of the off-site parking program for business owners, and City Engineer O'Meara responded that no one has taken advantage of the option yet.

WATER SUPPLY SYSTEM

City Engineer O'Meara reported a 6% increase in the water rate, due to a drop off of water service charges in the water fund. He explained that after subtracting revenue from water system fees for services other than water use, the net cost has to be charged out through the water rate. There is a downward trend in consumption but there are still the same fixed costs that have to be captured through water rates.

SEWAGE DISPOSAL

City Engineer O'Meara presented a proposed increase of 5.5% to the sewer rate and a 3% increase to storm water rates. He noted Great Lakes Water Authority (GLWA) is still discussing how to structure reallocations of sewage costs. Early indications are that the Evergreen-Farmington System, which is the largest component of sewage expenses in the City, is going to increase by almost 15%.

MUNICIPAL GOLF COURSES

DPS Director Wood reported increases in the overall budget for Lincoln Hills and Springdale are attributable to significant increases in the labor burden, public improvements, and, for Lincoln Hills, a transfer of \$100,000 to the General Fund as a partial repayment on a series of loans for clubhouse renovation and deficits incurred during the economic downturn.

INFORMATION TECHNOLOGY

IT Director Brunk reported the IT budget is relatively static. He confirmed the contract is working well operationally, and Commissioner Sherman pointed out labor costs have decreased by \$30,000 as a result of using a contractor.

BROWNFIELD REDEVELOPMENT AUTHORITY

Finance Director Gerber explained there are four brownfield projects using tax increment financing to develop contaminated sites. The increase in taxable value as a result of the development is used to repay the developer for certain portions of contamination clean-up costs. He noted Staff will be working with the Authority to develop more defined parameters in terms of maximum threshold per year or per project and will bring a recommendation to the Commission.

TRIANGLE DISTRICT CORRIDOR IMPROVEMENT AUTHORITY

City Manager Valentine reported the City is working with Oakland County to reach an approved agreement.

GREENWOOD CEMETERY PERPETUAL CARE FUND

City Manager Valentine explained this fund receives money from the sale of cemetery lots, which is invested and the interest or dividends received on those funds can be used for the care of the cemetery. He commented that \$20,000 is being allocated for the master planning process, and the budget document will be corrected to show that allocation in fiscal year 2017-2018. Future expenditures for the cemetery will be paid out from the interest or dividends of this fund.

DEBT SERVICE FUND

Finance Director Gerber explained this fund records revenue and expenditures for debt payments related to the Parks and Recreation funds. As a result of refinancing, principal payments increased slightly, but overall the City will realize future savings.

CAPITAL PROJECTS FUND

Finance Director Gerber explained this section deals with most of the City's capital expenditures. Some expenditures are significant enough that we tried to transfer money from the general fund to the capital projects fund to finance them. The schedule extends six years, and in addition we are accounting for six years' worth of expenditures expected from the major and local street funds, the water fund, the sewer fund, the automotive parking fund, the golf courses and all other funds

as well. Significant projects for this year include roof replacement at the Library, and updates for the Police Department locker rooms. Money set aside for the street lights for Old Woodward will be delayed based on the postponement of that project.

Responding to Commissioner Bordman, Finance Director Gerber indicated the entry of \$150,000 for Woodward Avenue crossing improvements would be improvements allowed by MDOT of existing crosswalks at Oakland, Bowers, Maple and 14 Mile to encourage slower traffic such as median landscaping and better striping. There is a possibility that MDOT will include in their planned resurfacing project some changes at Oak Street which the City cannot do because it is not an existing crosswalk.

In response to questions from Commissioner Hoff, Finance Director Gerber confirmed the allocation for backyard sewer lining is for the Quarton area. He indicated progress is being made in obtaining the necessary easement agreements from property owners, and the project will be moving forward this year on several blocks north of Oak. City Engineer O'Meara estimated he will spend less than the fiscal year 2016-2017 allocation of \$750,000 on the Quarton sewer lining, and will possibly be able to use about \$250,000 of the allocation on other sewer lining projects this year. Finance Director Gerber confirmed that every block that gets done will improve flow.

The Commissioners encouraged staff to continue actively pursuing the needed easement agreements.

DPS Director Wood confirmed that lease costs for apartment and condo dumpsters showing as expenditures in this fund are offset by rental income, which is entered in the revenue fund.

Answering a question from the audience, Finance Director Gerber reported the switch to LED lighting in the parking structures is accomplished in part with grants from DTE and from DTE rebates, and the project results in long-term cost savings.

The Commission recessed at 12:17 PM and reconvened at 12:35 PM.

BIRMINGHAM HISTORICAL MUSEUM ALLEN HOUSE

Museum Director Pielack reported a reduction of 1.5% for Allen House and 1.5% for Hunter House due to completion of some public improvement projects. She highlighted requests for increases in personnel to expand open hours from four days a week to five days a week and in contractual services for anticipated repairs.

Museum Director Pielack indicated publication costs for the Anniversary would be in the next budget. The Anniversary is December 1, 2018.

Museum Director Pielack explained attendance numbers as reported comprise physical and virtual visitors and include park use.

Commissioner Hoff asked if the Museum should have coordinated their new logo with the City's current logo development for consistency. Mayor Nickita expressed his perception that the logos represent two different entities with specific audiences and it is logical to have separate logos.

Mayor Pro Tem Harris requested a status update on the siding project at Allen House. Museum Director Pielack reported architectural services have been confirmed and the project should start in the next few weeks. She confirmed the project costs are allocated the current year's budget.

HUNTER HOUSE

Museum Director Pielack reported a budget reduction of about 1% over last year, and noted operations are fairly steady with fluctuations in water and utility costs.

BIRMINGHAM SHOPPING DISTRICT (BSD)

BSD Director Tighe reported a 16% increase due primarily to expenses resulting from the Old Woodward construction project such as marketing and other support services, and to a \$55,000 increase for additional planters and holiday decorations.

Responding to questions about the valet program initiated in anticipation of the Old Woodward project, City Manager Valentine explained the intent was to run the program from the 2016 holiday season through the reconstruction project to create awareness and consistency. When the postponement of the Old Woodward project is announced, the BSD will have to re-evaluate how they want to handle the valet program going forward for the additional year. A meeting has been set up with downtown merchants next Thursday.

Resident DeAngelo Espree asked about plans to grow and improve the Farmers Market and Winter Market events. BSD Director Tighe responded the goal is to improve efficiency by increasing the number of participants. There will be a special kickoff for the 15th Anniversary celebration of the Farmers Market.

BALDWIN PUBLIC LIBRARY

Library Director Koschik introduced Library Board President Frank Pisano and Vice President Jim Suhay. Library Director Koschik reported the total request is 1.41 mills. There are increases in personnel for one new part-time position, in collections for electronic resources, for the new maker space which will be opening this summer, replacement of the computer system, building improvements, updates to furniture, carpet, paint and electrical, and increased spending on marketing.

Regarding the Adult Services Renovation, Library Director Koschik explained the additional .31 mills for this year and next year are helping to fund the renovation. Phase I will be completed at the end of May and will be under budget. Any additional money could be applied toward the next phase. The ribbon cutting is set for Sunday, June 11, 2017 at 1:00 p.m.

In response to a question from Commissioner Sherman, Finance Director Gerber said if the millage rate stays at .31 mills the library will have collected \$24,000 more than anticipated. Commissioner Sherman asked if .31 mills is necessary to fully fund the project or if the millage rate could be lowered and still fund Phase I. He noted the City has a significant road project that is short on funding.

Mayor Pro Tem Harris asked if there is consistency with the City's planning for the next two fiscal years as shown in the Library Levy millage rates on page 21 of the budget document and the Library's plans. He was seeking clarity about the City's plan going forward.

Commissioner Sherman believed the budget document's projected library levy in fiscal year 2018-2019, as shown on page 21, is inconsistent with the Commission's intent. He stated his understanding the Commission approved an increase in the library's millage for two years to cover the costs of Phase I, and, further it was understood that the millage increase in the second year might not be for the full amount but only for an amount sufficient to cover the cost of Phase I. Funding of Phases II & III was not approved, with the understanding the Commission would determine whether or not funding would continue after Phase I was completed.

City Manager Valentine explained his takeaway from the funding discussion was that there was interest in starting to prefund the future phases of the project in the interim, similarly to the process of prefunding other capital improvement projects.

Commissioner Sherman stated his understanding of the Commission's intent that Phases II and III would be handled through the capital projects plan. Mayor Nickita concurred with Commissioner Sherman's understanding.

Mayor Pro Tem Harris asked if Commissioners could stipulate that the Commission approved a millage rate increase for both fiscal years 2016-2017 and 2017-2018 which fully fund Phase I of the library renovation project, and the approved, increased amount is the millage rate included in the fiscal year 2017-2018 budget.

Commissioner Sherman reiterated his question if the full millage increase is needed to complete Phase I. He also indicated the Commission will need to decide whether or not to continue the millage increase and use the funds for additional library renovation phases or fund the shortfall in the Old Woodward reconstruction project.

Commission Sherman and Mayor Pro Tem Harris agreed a decision needs to be made at a later date.

Resident David Bloom thanked the Commission for supporting the project and expressed hope they would continue to support Phases II and III.

Library Board Vice President Jim Suhay thanked the Commission for funding Phase I. He stated a cost effective project can be delivered and asked the Commission to continue thinking about subsequent phases. He noted that Phases I & II are integrative plans; to not move ahead with Phase II would not be the right thing to do. He stated the need to start pre-funding, noting construction costs are increasing 4% per year.

PUBLIC COMMENT

In response to questions about Quarton Lake from Mr. Espree, City Manager Valentine stated the maintenance has no bearing on water and sewage charges and is not reflective of proximity to Quarton Lake.

Mayor Pro Tem Harris stated it is important to put the library conversation in proper historical context, and not have the library's request for Phases II and III to be seen as presumptive. The library responded to public input and the City's requests in regard to the original \$21.5 million budget, which can be seen in the success of Phase I. The Library's requests are responsive to the

City's concerns and show the Library's intent to be cooperative in improving the Library consistent with the City's other obligations.

The Mayor closed the public hearing and adjourned the meeting at 1:32 PM.

J. Cherilynn Brown
City Clerk

BIRMINGHAM CITY COMMISSION MINUTES
APRIL 24, 2017
MUNICIPAL BUILDING, 151 MARTIN
7:30 P.M.

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Mayor Mark Nickita called the meeting to order at 7:30 PM.

II. ROLL CALL

ROLL CALL: Present,	Mayor Nickita Mayor Pro Tem Harris Commissioner Bordman Commissioner Boutros Commissioner DeWeese Commissioner Hoff (arrived at 8:13 PM) Commissioner Sherman
Absent,	None

Administration: City Manager Valentine, City Attorney Currier, City Clerk Brown, Police Chief Clemence, City Planner Ecker, Building Official Johnson, City Engineer O'Meara, DPS Director Wood, DPS Manager Aaron Filipski, Senior Planner Matthew Baka

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

Mayor Nickita announced

- The next session of the Citizens Academy program begins April 25th. There are a few spots still available for interested residents. For more information on the program and how to register, contact Joellen Haines in the City Manager's Office at 248-530-1807.
- The spring Used Book Sale, sponsored by the Friends of Baldwin Public Library, will be held Friday, May 5th through Monday May 8th at the Library. For more information, contact Baldwin Library at 248-647-1700 or visit www.baldwinlib.org.
- The Farmer's Market begins Sunday, May 7th from 9:00 AM to 2 PM, in Municipal Parking Lot #6 on N. Old Woodward. For more information, visit www.enjoybirmingham.com.

04-104-17 APPOINTMENTS TO STORM WATER UTILITY APPEALS BOARD

Robert Lavoie and Laura Keener were present and were interviewed by the Commission.

Mr. Lavoie stated he is a resident, a licensed engineer with 40 years of experience in civil engineering, and is recently retired.

Ms. Keener explained she is a resident, a licensed engineer, and recently retired after working for more than 30 years as a civil engineer.

MOTION: Motion by Commissioner Bordman:

To appoint Laura Keener to the Storm Water Utility Appeals Board as Regular Licensed Engineer to serve a three-year term to expire January 31, 2020.

MOTION: Motion by Commissioner Boutros:

To appoint Robert Lavoie to the Storm Water Utility Appeals Board to serve a three-year term to expire January 31, 2020.

Vote on Laura Keener

VOTE: Yeas, 6
 Nays, None
 Absent, 1 (Hoff)

Vote on Robert Lavoie

VOTE: Yeas, 6
 Nays, None
 Absent, 1 (Hoff)

The City Clerk administered the oath to the appointed Board members.

IV. CONSENT AGENDA

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

04-105-17 APPROVAL OF CONSENT AGENDA

The following items were removed from the Consent Agenda:

- Commissioner Bordman – Item A (Approval of Commission Minutes)

MOTION: Motion by Mayor Pro Tem Harris, seconded by Commissioner DeWeese:

To approve the Consent Agenda, with item A removed.

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

- B. Approval of warrant list, including Automated Clearing House payments of April 12, 2017, in the amount of \$520,628.04.
- C. Approval of warrant list, including Automated Clearing House payments, of April 19, 2017, in the amount of \$557,248.92.
- D. Resolution directing the Treasurer to transfer unpaid and delinquent special assessment and invoices, including interest and penalty, to the 2017 City tax roll and authorizing removal from the list any bills paid after City Commission approval.
- E. Resolution directing the Treasurer to transfer unpaid and delinquent water/sewage bills of subject properties to the 2017 city tax roll and authorizing removal from the list any bills paid or a payment plan agreement signed after City Commission approval.
- F. Resolution approving the service agreement with Hubbell, Roth & Clark, Inc. for electrical engineering consultation services related to a generator replacement project at

the Department of Public Services facility in the amount not to exceed \$9,977 from the Auto Equipment Fund, Equipment Maintenance account #641-441.006-933.0200. Further, authorizing the Mayor and City Clerk to sign the agreement upon receipt of all required insurances.

- G. Resolution approving the purchase of one (1) new Tomcat-series refuse compactor body, and one (1) 2017 Isuzu NRR chassis from Bell Equipment Company through the H-GAC extendable purchasing contract #RH08-17, not to exceed \$124,406.00 from account #641- 441.006.971.0100.

- H. Resolution authorizing the IT department to purchase the Nutanix server environment from CDWG using National IPA Contract #130733, for a purchase price not to exceed \$100,989.00 from the Network Upgrade account number 636-228.000-973.0400, and further; approving the appropriation and amendment to the 2016-2017 Computer Equipment Fund and General Fund budgets as follows:

General Fund

Revenues:

Draw from Fund Balance	101-000.000-400.0000	\$35,000
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Expenditures:

Computer Equipment Rental	101-371.000-922.0000	\$35,000
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Computer Equipment Fund

Revenues:

Draw from Net Position	636-000.000-400.0000	\$54,500
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Lease Payments	636-000.000-667.0000	\$35,000
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Total Revenues		\$89,500
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Expenses:

Network Upgrade	636-228.000-973.0400	\$89,500
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- I. Resolution accepting Mr. James Partridge's resignation from the Building Board of Trades Appeals, thanking him for his service, and directing the Clerk to begin the process to fill the vacancy.

- J. Resolution approving the Software License Agreement with Hart InterCivic, Inc. which sets forth the terms and conditions pursuant to which City of Birmingham may procure or license from Hart software for use in connection with the Verity voting system, and further authorizing the City Clerk to execute the Agreement on behalf of the City.

- K. Resolution awarding the "Water Utility Customer Portal" project to AmCoBi, of Colorado Springs, CO for a total expenditure of \$53,200.00 over three (3) years, and authorizing the Mayor and City Clerk to sign the contract on behalf of the City upon receipt of all required insurances. Funds for this project are available from the Water Supply Fund, account #591-537.001-811.0000.

- L. Resolution awarding the 2017 Concrete Sidewalk Repair Program, Contract #3-17(SW) to Italia Construction, Inc., in the amount of \$812,656.00, to be charged to the various accounts as detailed in the report; and further to approve the appropriations and budget amendments to the 2016-2017 budget as follows:

Local Street Fund

Revenues:

Draw from Fund Balance	203-000.000-400.0000	\$57,542
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Total Revenue Adjustments		\$57,542
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Expenditures:

Contract Maintenance	203-449.003-937.0400	\$43,130
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Webster/Worth Grant	203-449.001-985.7500	\$14,412
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Total Expenditure Adjustments		\$57,542
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Water Fund

Revenues:		
Draw from net position	591-000.000-400.0000	\$35,000
Total Revenue Adjustments		\$35,000
Expenditures:		
Other Contractual Services	591-537.005-811.0000	\$35,000
Total Expenditure Adjustments		\$35,000

- M. Resolution setting Monday, May 22, 2017 at 7:30 PM for a Public Hearing to consider approval of the Final Site Plan and Special Land Use Permit Amendment for The Townsend Hotel at 100 Townsend Street to allow the addition of a new limited partner to THC Investors Limited Partnership, DBA The Townsend Hotel.

The Commission agreed to discuss the removed items at this time.

04-106-17 APPROVAL OF CITY COMMISSION MINUTES OF APRIL 13, 2017

Commissioner Bordman asked that her comments on Page 4 regarding the purchase of larvacide include, "to eliminate the ability of mosquitos to lay eggs or for the eggs to hatch", corrected the spelling of Temple Beth El on Page 8, and corrected the spelling of her name on Page 13.

Commissioner DeWeese explained he would abstain from the vote because he was absent from the meeting of April 13, 2017.

MOTION: Motion by Commissioner Bordman, second by Commissioner Boutros:
To approve the City Commission minutes of April 13, 2017 as corrected.

VOTE: Yeas, 5
Nays, None
Absent, 1 (Hoff)
Abstain, 1 (DeWeese)

V. UNFINISHED BUSINESS

None

VI. NEW BUSINESS

04-107-17 SPECIAL EVENT – YOGA IN THE PARK

Don Peasley, member of the Board of Directors of the Michigan Chapter of the Huntington's Disease Society of America summarized the organization's application for the event. Mr. Peasley noted the addition of Henry Ford Health as a partner, and explained Henry Ford will be supplying a van or table for medical equipment in order provide medical assistance if needed.

MOTION: Motion by Commissioner Sherman, seconded by Commissioner DeWeese:
To approve a request submitted by the Michigan Chapter of the Huntington's Disease Society of America requesting permission to hold Yoga in the Park, on Saturday, June 17, 2017, contingent upon compliance with all permit and insurance requirements and payment of all fees and, further pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event.

VOTE: Yeas, 6
Nays, None
Absent, 1 (Hoff)

04-108-17

SLUP AMENDMENT AND FINAL SITE PLAN REVIEW AT 280 E. LINCOLN – GRACE BAPTIST CHURCH

Mayor Nickita opened the public hearing at 7:45 PM.

Senior Planner Matt Baka presented the request from Grace Baptist Church for a Special Land Use Permit amendment and Final Site Plan to allow installation of an illuminated ground sign, noting:

- On March 8, 2017, the Planning Board conducted a public hearing to discuss a request by the applicant to amend their existing Special Land Use Permit to install a new illuminated ground sign in the front open space of the Church.
- Grace Baptist Church was granted a Special Land Use Permit on June 15, 1987, which was amended in 2009 to include a surface parking lot.
- The Planning Board reviewed the proposed sign and voted to recommend approval with the following conditions:
 1. The overall size of the sign is 4 ft. x 5 ft., creating 20 sq. ft.;
 2. The faux brick base of the sign at 1 ft. 6 in. above grade will be changed to true brick with the material to be administratively approved.

Commissioner DeWeese commented the requirement for real brick is consistent with decisions on similar projects.

Mayor Nickita closed the public hearing at 7:47 PM.

MOTION: Motion by Commissioner Sherman, seconded by Commissioner Boutros:
To approve a Special Land Use Permit Amendment and Final Site Plan Review for 280 E. Lincoln, Grace Baptist Church to allow for the installation of an illuminated ground sign.

VOTE: Yeas, 6
Nays, None
Absent, 1 (Hoff)

PUBLIC HEARINGS TO CONSIDER THE BISTRO APPLICATIONS FOR 2017:

04-109-17

PUBLIC HEARING - FINAL SITE PLAN AND SPECIAL LAND USE PERMIT FOR 2159 E. LINCOLN - LINCOLN YARD BISTRO

Mayor Nickita opened the public hearing at 7:48 PM.

City Planner Ecker announced Lincoln Yard Bistro has withdrawn their application.

Curt Catallo, Owner/President of Union Joints, explained Union Joints has decided the scope of their vision for Lincoln Yard exceeds the parameters and specific purpose of a bistro license. The venue, based on the size of investment necessary to turn it into a viable restaurant true to the vision of the Union Joint family, is better suited for a Class C liquor license. Mr. Catallo expressed continued interest in bringing the project to Birmingham.

The owner of Emerald Spirits expressed support for a restaurant at the subject location.

Mayor Nickita closed the public hearing at 7:57 PM.

PUBLIC HEARING - FINAL SITE PLAN AND SPECIAL LAND USE PERMIT FOR 325 S. OLD WOODWARD - ADACHI BISTRO

Mayor Nickita opened the public hearing at 7:57 PM.

Senior Planner Baka presented the request from Adachi Restaurant Group, LLC for a Special Land Use Permit and Final Site Plan to allow the operation of a new bistro on a 0.3 acre site located at 325 S. Old Woodward, also known as the Ford-Peabody Mansion, a designated historic structure within the City of Birmingham, noting the following:

- The parcel is zoned B2;
- The applicant is seeking approval of a Bistro License under Chapter 10, Alcoholic Liquors, of the City Code which requires that the applicant obtain a Special Land Use Permit and approval from the City Commission to operate an establishment with a Bistro License within the City of Birmingham; and
- The applicant is proposing to convert the first floor of the Ford-Peabody Mansion into a bistro which will serve customers and provide indoor and outdoor seating.

Senior Planner Baka reported the applicant obtained the required recommendation from the Planning Board on the Final Site Plan and Special Land Use Permit on February 22, 2017 by unanimous vote with the following conditions:

1. The applicant provide a trash receptacle within the outdoor dining area as required by the Zoning Ordinance;
2. The applicant must provide specifications on the materials for the new staircases and doors;
3. The applicant must provide wooden gates on the dumpster enclosure or obtain a variance from the Board of Zoning Appeals;
4. The applicant submit details of outdoor lighting for the bistro for review and approval by the Planning Staff;
5. The applicant provide sidewalk lighting (two standard lamps in accordance with the current Downtown design) plus an appropriate bike rack on the adjacent plaza, for review and approval by Planning Staff;
6. The applicant is required to obtain a variance from the BZA in lieu of providing the required 70% glazing;
7. The applicant will be required to have the final sign design administratively approved by the Planning Department; and
8. The applicant complies with the requests of all City Departments.

Senior Planner Baka stated on April 18th, 2017, the Board of Zoning Appeals granted the applicant's request for a variance in lieu of providing the required 70% glazing.

Senior Planner Baka reported the property is a designated historic structure, requiring the applicant to obtain approval from the Historic District Commission for any changes to the exterior of the building. He noted the Historic District Commission, on February 15, 2017, voted to approve the proposal with the following condition;

1. The northern metal will be powder coated zinc color and that the new doors will be zinc color as well.

Commissioner Bordman questioned the proposal to convert the front porch windows to doors. Senior Planner Baka explained pictorial evidence shows the windows were not original to the house and that the front porch was changed at an undisclosed point in time.

Senior Planner Baka, in response to a question from Commissioner Hoff, explained the second story of the structure will not be used as part of the restaurant, but will be utilized by separate tenants with separate leases. Mr. Chris Longe, the architect, explained the elevator servicing the upper floor is located in a rear office area which has no access into restaurant.

Mr. Longe spoke about plans to activate the front yard green space for outdoor bistro seating and the opportunity a bistro in the proposed location offers for attracting patronage south of the central business district. Mr. Longe noted the total restaurant will comprise 2600 square feet of space, with 1600 square feet dedicated to the seating areas for 65 people. He clarified for Commissioner Hoff that the five-top table shown on the porch in the plan drawing is included in the total of 70 outdoor seats, and confirmed the porch will not be enclosed.

Kenny Koza, owner, indicated that in the first year of operation the bistro would be open only for dinner and weekend brunch, and that in year two consideration will be given to opening for lunch. Mr. Koza stated he hopes to open by the end of year, and confirmed the chef is a partner in the venture. He verified the fire pit has been eliminated from the plans.

Mayor Nickita closed the public hearing at 8:28 PM

Commissioner DeWeese received confirmation that a motion by the Commission to award a bistro license would automatically include the conditions imposed by the Planning Board and the Historic District Commission.

04-111-17 RESOLUTION AWARDING BISTRO LICENSE FOR 2017

MOTION: Motion by Commissioner DeWeese, seconded by Commissioner Harris:
To award a Bistro License to Adachi Bistro for 2017, and to approve the Special Land Use Permit and Contract, subject to any necessary contracts being executed by the Applicant and City.

Mayor Nickita clarified the SLUP limits operation of the outdoor dining areas to April 1st – November 15th.

VOTE: Yeas, 7
 Nays, None
 Absent, None

04-112-17 PUBLIC HEARING - FINAL SITE PLAN AND SPECIAL LAND USE PERMIT FOR 2100 E. MAPLE - WHOLE FOODS BISTRO

Mayor Nickita opened the public hearing at 8:33 PM.

City Planner Ecker presented the request from Whole Foods for a Special Land Use Permit and Final Site Plan to allow the operation of a new bistro on a 4.95 acre site located at 2100 E. Maple Rd, noting:

- The parcel is zoned B2;
- The applicant is seeking approval of a Bistro License under Chapter 10, Alcoholic Liquors, of the City Code, requiring the applicant to obtain a Special Land Use Permit

and approval from the City Commission to operate an establishment with a Bistro License within the City of Birmingham; and

- As part of the previously approved grocery store, the applicant is now proposing a small bistro which will serve customers and provide indoor and outdoor seating and will be located in the northeast portion of the building.

City Planner Ecker reported the applicant obtained the required recommendation from the Planning Board on the Final Site Plan and Special Land Use Permit on February 22, 2017 by unanimous vote with the following conditions:

1. The applicant will be required to enter into a contract with the City outlining the nature of the bistro operation;
2. The applicant must comply with the requirements of City departments; and
3. The applicant must provide appropriate restroom facilities, such plan to be submitted to Planning Department staff and approved.

In the course of discussion City Planner Ecker clarified:

- The hours of operation of the bistro will be 8:00 AM-10:00 PM daily;
- Applicant proposes 237 parking spaces, which is in excess of the 162 required;
- Outdoor dining will be on a raised patio area with 33 seats at 11 tables;
- No part of the operation will be on public property; and
- Applicant is not proposing any exterior changes or additional exterior signage for the bistro.

In response to questions from Commissioner Hoff, City Planner Ecker noted there is a wall alongside the bistro at the exterior entrance into store and a partial wall along one side. The bistro includes one long table with communal seating for ten, and table service is proposed.

Commissioner Boutros received clarification that the outside seasonal tables facing Maple are enclosed by a railing, and that the landscape plan calls for 11 street trees and landscaping along the front of the building.

Mr. Scott Salsbury, Executive Director of Store Development, and Michael Bashaw, Midwest Regional President, made a PowerPoint presentation showing the evolution of the bistro plan from its inception in May, 2015 to the current plan which has been recommended for approval by the Planning Board.

Mr. Bashaw explained the bistro will have typical table service in the evenings, but during the day customers will order from the bar and food will be delivered to the tables by bar staff. Food may be purchased in other parts of the store and brought into the bistro, but signs and store security will be used to confine alcohol within the bistro. The bistro will close at the same time as the store, and there are currently no Whole Foods stores that remain open past 10:00 PM.

Mr. Bashaw stated Whole Foods doesn't own the building but has a 20-year lease with two 10-year options.

Responding to a question from Commissioner Bordman, Mr. Bashaw stated that to his knowledge the report in *Financial Times* that Albertson's is interested in purchasing Whole Foods is speculative, that he is unaware of discussions between Whole Foods and Albertson's holding company, and that there is no current interest in selling Whole Foods.

Norm LePage, Big Rock Chophouse, expressed support for the Lincoln Yard proposal and for Whole Foods Bistro. He suggested the Commission readdress the zoning requirements for bistros, noting the original template has evolved to a model that may allow for enclosed patios operating year round. Mayor Nickita indicated the situation is being reviewed.

Mayor Nickita closed the public hearing at 9:02.

04-113-17 RESOLUTION AWARDING BISTRO LICENSE FOR 2017

MOTION: Motion by Commissioner Sherman, seconded by Commissioner DeWeese:
To award a Bistro License to Whole Foods Bistro for 2017, and to approve the Special Land Use Permit and Contract, subject to any necessary contracts being executed by the Applicant and City.

VOTE: Yeas, 7
 Nays, None
 Absent, None

**04-114-17 OLD WOODWARD AVE. PAVING PROJECT, CONTRACT #2- 17(P)
 – REJECT BIDS**

City Engineer O'Meara summarized the proposed paving project with a PowerPoint presentation highlighting the following points:

Phase I

- Why is project necessary?
 - To address old streetscape and bring into compliance.
 - Addressing ADA issues
 - Removing existing brick sidewalk liability issues
 - Removing the double curb condition
 - To upgrade water & sewer systems
 - To upgrade 40 year old streetlights with new LED
 - To replace 85 year old road substructure
- Plans were finalized and bid in early Spring in accordance with the project plan.
- Bids received have exceeded budgeted allocations.

Project Estimates

- FY 2013-14 - Initial budget created at \$1,580,000 for streets, sewer & water (traffic signal not included)
- FY 2014-15 - Budget adjusted to \$1,980,000 for market trends.
- FY 2016-17 - Budget adjusted to \$3,282,000 for market trends and inclusion of sidewalks.
- January 2017- Engineer's estimate at \$4.5 million - \$5.4 million based on options.

Bid Responses

Company Name	Option A1	Option A2	Option B
Pamar Enterprises	\$6,874,163.80	\$7,223,926.30	\$8,996,933.80
FDM Construction	\$7,984,376.00	\$8,101,676.00	\$9,536,611.00

Staff Recommendations:

- To reject bids and postpone the project until Spring, 2018.

- To refine project alternates prior to rebidding for a less complicated package and direct staff to rebid the project in late 2017.

Project Postponement

- Existing infrastructure can accommodate the postponement.
- Allows merchants more time to plan.
- May have better participation from construction companies.

Commissioner Hoff encouraged Mr. O'Meara to seek state and/or Federal funding for the project. City Engineer O'Meara reported he has applied each year and, based on criteria and competition, Birmingham is less likely to be awarded a grant now than ten years ago.

Commissioner Bordman asked how urgent it is to address the aging piping under the Old Woodward road bed, some of which is more than 85 years old. City Engineer O'Meara explained the pipes are working, are not breaking, and are, therefore, not an imminent concern.

City Engineer O'Meara explained the project would be rebid in October or November. City Manager Valentine indicated discussions would be initiated with the Commission to create a more specific scope of work for the bid. Staff and Commissioners were optimistic that conditions in Fall 2017 would result in more bids being submitted and better economic options for the City.

MOTION: Motion by Commissioner Boutros, seconded by Commissioner Hoff:
To reject all bids for the Old Woodward Ave. Paving Project, Contract #2- 17(P) and direct staff to rebid the project in the Fall of 2017.

VOTE: Yeas, 7
 Nays, None
 Absent, None

City Manager Valentine stated he will be holding a meeting with affected merchants on Thursday morning to discuss the postponement of the project.

Commissioner DeWeese asked that the Celebrate Birmingham Hometown Parade route and any other events that were restricted due to possible construction be brought back to the Commission for revision.

04-115-17 CLOSED SESSION – ATTORNEY/CLIENT PRIVILEGE

MOTION: Motion by Sherman, seconded by Hoff:
To meet in closed session to discuss an attorney/client privileged communication in accordance with Section 8(h) of the Open Meetings Act.

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

Mayor Nickita announced no action would be taken following the closed session.

VII. REMOVED FROM CONSENT AGENDA

The items removed were discussed earlier in the meeting.

VIII. COMMUNICATIONS

None.

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

None.

X. REPORTS

04-116-17 COMMISSIONER COMMENTS

Commissioner Bordman, referencing a recent dog mauling incident on the trail at Linden Park, requested additional enforcement of the City's leash law, specifically officers patrolling the trail once a day by foot and ticketing owners of unleashed dogs. City Manager Valentine outlined measures being taken, including additional community wide education on the leash ordinance and additional signage on the trails. He reported prosecution is pending in the recent incident. Commissioner Hoff commended City Manager Valentine for addressing the situation immediately, stated the need to get information in the newspapers, and supported Commissioner Bordman's position on enforcement. Mayor Nickita agreed unleashed dogs are a problem and encouraged the public to contact the police about unleashed dogs.

Mayor Pro Tem Harris, noting uncomfortable situations when walking past a residence and encountering a dog charging across the lawn without being sure the residence has an electric fence, asked if there is consideration for an ordinance requiring signage to alert pedestrians to the presence of an electric fence.

Commissioner Sherman commented that owners who let a dog off leash risk having their pet put down if there is an incident.

04-117-17 CITY STAFF REPORTS - GREAT LAKES WATER AUTHORITY SEWER RATES UPDATE

City Manager Valentine explained the report was submitted to the Commission as part of the City's monitoring of ongoing discussions with regard to significant changes being proposed, especially for the Evergreen/Farmington system. He reported the GLWA has not yet adopted changes.

The City Commission adjourned to closed session at 9:30 PM.

XI. ADJOURN

The regular meeting was adjourned at 9:48 PM.

J. Cherilynn Brown
City Clerk

City of Birmingham
Warrant List Dated 04/26/2017

Meeting of 05/08/2017

Check Number	Early Release	Vendor #	Vendor	Amount
249741	*	000855	48TH DISTRICT COURT	100.00
249742	*	000855	48TH DISTRICT COURT	100.00
249743	*	000855	48TH DISTRICT COURT	100.00
249744	*	000855	48TH DISTRICT COURT	100.00
249745	*	000855	48TH DISTRICT COURT	100.00
249746	*	000855	48TH DISTRICT COURT	100.00
249747	*	000855	48TH DISTRICT COURT	100.00
249748	*	000855	48TH DISTRICT COURT	100.00
249749	*	000855	48TH DISTRICT COURT	40.00
249750	*	000855	48TH DISTRICT COURT	100.00
249751	*	000855	48TH DISTRICT COURT	750.00
249752	*	000855	48TH DISTRICT COURT	100.00
249753	*	003079	82ND DISTRICT COURT	500.00
249754		007266	AETNA BEHAVIORAL HEALTH LLC	370.76
249755	*	003708	AIRGAS USA, LLC	177.87
249756		000282	APOLLO FIRE EQUIPMENT	298.93
249757	*	008280	APWA - MICHIGAN CHAPTER	250.00
249758		000500	ARTECH PRINTING INC	741.00
249759		007479	ASB DISTRIBUTORS	58.40
249760	*	006759	AT&T	41.21
249762	*	007216	AT&T	81.57
249763	*	007216	AT&T	124.00
249764		004027	AUTOMATED BENEFIT SVCS INC	7,552.72
249765	*	008416	AUTUMN APPLIANCE CO	361.09
249766		007612	B & R SPORTING GOODS, INC.	142.35
249767		003012	BATTERIES PLUS	67.00
249768		000518	BELL EQUIPMENT COMPANY	1,794.82
249769	*	002597	BELSON OUTDOORS INC	1,777.88
249770		008036	BERMUDA SANDS	23.56
249772		000522	BIG BEAVER PLUMBING, HEATING INC.	125.00
249773		002231	BILLINGS LAWN EQUIPMENT INC.	285.76
249774		007624	BIRMINGHAM OIL CHANGE CENTER, LLC	61.96
249775		001201	BIRMINGHAM YOUTH ASSISTANCE	5,492.90
249776	*	001086	CITY OF BIRMINGHAM	207.35
249777	*	001086	CITY OF BIRMINGHAM	797.30
249778		000546	KAREN D. BOTA	1,665.00
249779	*	003282	LISA MARIE BRADLEY	342.00
249780	*	006966	BRIDGESTONE GOLF, INC	102.94
249781	*	006953	JACQUELYN BRITO	95.96
249782		006520	BS&A SOFTWARE, INC	250.00
249783	*	006177	BULLSEYE TELECOM INC	76.82
249784		006679	BURCO PROMOTIONAL PRINTING	1,360.00
249785	*	000444	CDW GOVERNMENT INC	47.35

City of Birmingham
Warrant List Dated 04/26/2017

Meeting of 05/08/2017

Check Number	Early Release	Vendor #	Vendor	Amount
249786		002067	CENTRAL PARKING SYSTEM	114.00
249787	*	007835	SARAH CHUNG	90.00
249788		000605	CINTAS CORPORATION	219.27
249789	*	008006	CLEAR RATE COMMUNICATIONS, INC	1,458.59
249790	*	004188	COFFEE BREAK SERVICE, INC.	194.84
249791		004026	COFINITY	1,323.00
249792	*	007625	COMCAST	70.36
249793		000979	COMERICA BANK	16,989.65
249794	*	000626	J. M. CONNAUGHTON	23.75
249795	*	000627	CONSUMERS ENERGY	8,949.42
249796		MISC	CRAIG STEINHAUS	100.00
249797		003923	CUMMINS BRIDGEWAY LLC	100.00
249798		004386	CYNERGY PRODUCTS	229.50
249799		004232	DEARBORN LITHOGRAPH INC	2,639.00
249800		006907	DENTEMAX, LLC	136.80
249801		004198	DETROIT HITCH CO	16.70
249802		005115	DETROIT NEWSPAPER PARTNERSHIP	1,433.80
249803	*	007980	CURTIS DAVID DICHO	87.00
249804		000190	DOWNRIVER REFRIGERATION	64.05
249806	*	000180	DTE ENERGY	9,437.14
249807		000493	ED RINKE CHEVROLET BUICK GMC	382.49
249808		004671	ELDER FORD	234.14
249809		001495	ETNA SUPPLY	1,580.00
249810		000207	EZELL SUPPLY CORPORATION	431.46
249811		000217	FOUR SEASON RADIATOR SERVICE INC	573.85
249812		004604	GORDON FOOD	212.47
249813		007347	GREAT LAKES AWARDS, LLC	33.75
249814		000245	GREAT LAKES POPCORN CO	123.90
249815	*	008382	GREAT LAKES PORTABLE STORAGE LLC	169.00
249817		001531	GUNNERS METER & PARTS INC	846.00
249818		001672	HAYES GRINDING	30.50
249819		000948	HYDROCORP	1,315.00
249820		003888	INTERNATIONAL CODE COUNCIL INC	1,676.43
249821		000342	INTERSTATE BATTERY SYSTEM	112.95
249822		000261	J.H. HART URBAN FORESTRY	1,824.00
249823		000344	J.T. EXPRESS, LTD.	2,282.93
249824		000186	JACK DOHENY COMPANIES INC	857.91
249825	*	002576	JAX KAR WASH	188.00
249826		003458	JOE'S AUTO PARTS, INC.	622.20
249827		004088	KGM DISTRIBUTORS INC	186.00
249828		000362	KROGER COMPANY	46.51
249829		MISC	LUXURY UPDATED HOMES LLC	1,100.00
249830		008399	MAMC	35.00

City of Birmingham
Warrant List Dated 04/26/2017

Meeting of 05/08/2017

Check Number	Early Release	Vendor #	Vendor	Amount
249831		008172	MANPOWER	34.00
249832		002169	MAYO WELDING & FAB. CO INC	493.00
249833		000888	MCKENNA ASSOCIATES INC	41,487.50
249834		001058	MHPN	284.75
249835		007765	MICHIGAN INDEPENDENT DOOR CO.	177.30
249837		001005	STATE OF MICHIGAN	3,000.00
249838		007659	MICHIGAN.COM #1008	65.00
249839	*	008420	MIDWEST POLICE MOTORCYCLE	2,990.00
249841		006952	MITCHELL1	2,264.40
249842		006371	MPELRA	100.00
249844		001089	MUNICIPAL CODE CORP.	396.00
249845	*	007856	NEXT	2,981.60
249846		MISC	NORRIS, STUART	125.00
249847		006359	NYE UNIFORM COMPANY	465.00
249848		004110	OAKLAND COMMUNITY COLLEGE	100.00
249849	*	000477	OAKLAND COUNTY	7,445.75
249850		004370	OCCUPATIONAL HEALTH CENTERS	713.50
249851	*	000481	OFFICE DEPOT INC	1,290.30
249852		006027	PENCHURA, LLC	209.30
249853		000801	POSTMASTER	225.00
249854		005733	POWER LINE SUPPLY	43.45
249855		001062	QUALITY COACH COLLISION LLC	4,297.84
249856		004137	R & R FIRE TRUCK REPAIR INC	647.44
249857	*	008389	R.C. SYSTEMS, INC.	3,950.00
249858		007142	SHERWIN-WILLIAMS COMPANY	72.90
249859		003785	SIGNS-N-DESIGNS INC	180.00
249860	*	008073	SITEONE LANDSCAPE SUPPLY, INC	646.04
249861	*	000254	SOCRRA	62.50
249862		007907	SP+ CORPORATION	2,157.50
249863		001369	SPEEDWAY LLC	215.65
249864		008358	SRIXON/CLEVELAND GOLF/XXIO	536.52
249865		001065	SUNSHINE MEDICAL SUPPLY, INC.	72.95
249866		004355	SYMETRA LIFE INSURANCE COMPANY	27,966.64
249867		000273	TERMINAL SUPPLY CO.	75.49
249868		000275	TIRE WHOLESALERS CO INC	517.88
249869		000155	TYCO INTEGRATED SECURITY LLC	258.00
249870		007226	VALLEY CITY LINEN	42.35
249871		008411	VARIPRO	252.00
249872	*	000158	VERIZON WIRELESS	161.77
249873	*	000158	VERIZON WIRELESS	342.74
249874	*	000158	VERIZON WIRELESS	361.71
249875		004334	VILLAGE CONEY	149.85
249876	*	005794	WINDSTREAM	681.38

City of Birmingham
Warrant List Dated 04/26/2017

Meeting of 05/08/2017

Check Number	Early Release	Vendor #	Vendor	Amount
249877		000926	WRIGHT TOOL COMPANY	236.00
249878		007083	XEROX CORPORATION	582.41
249879	*	008008	JEFF ZIELKE	199.00
Sub Total Checks:				\$195,162.27
Sub Total ACH:				\$223,944.88
Grand Total:				\$419,107.15

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



Mark Gerber
Finance Director/ Treasurer

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

City of Birmingham
ACH Warrant List Dated 4/26/2017

Vendor Name	Transfer Date	Transfer Amount
Automated Benefit Services, Inc.	4/18/2017	74,885.27
Automated Benefit Services, Inc.	4/24/2017	145,269.09
Cutwater Asset Management-March	**	3,790.52
TOTAL		223,944.88

**Awaiting approval from Commission.

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

City of Birmingham
Warrant List Dated 05/03/2017

Meeting of 05/08/2017

Check Number	Early Release	Vendor #	Vendor	Amount
249880		005430	21ST CENTURY MEDIA- MICHIGAN	939.90
249881	*	000855	48TH DISTRICT COURT	100.00
249882	*	000855	48TH DISTRICT COURT	100.00
249883	*	008226	KATHI ABELA	432.00
249884		008274	ACCURATE PARKING LOT SERVICES, INC.	300.00
249885	*	008106	ACUSHNET COMPANY	481.05
249886		007479	ASB DISTRIBUTORS	80.50
249887	*	006759	AT&T	81.61
249888	*	006759	AT&T	103.44
249889	*	006759	AT&T	96.57
249890	*	006759	AT&T	103.43
249891	*	007216	AT&T	89.00
249892		002702	B & B GREASE TRAP & DRAIN	85.00
249893		003012	BATTERIES PLUS	67.00
249894		000518	BELL EQUIPMENT COMPANY	25.86
249895		008036	BERMUDA SANDS	754.68
249896		002231	BILLINGS LAWN EQUIPMENT INC.	242.06
249897	*	008435	BOB'S SANITATION SERVICE, INC.	475.00
249898		006257	C.S. MCKEE LP	4,640.89
249900		003907	CADILLAC ASPHALT, LLC	5,582.10
249901		007591	CARROT-TOP INDUSTRIES, INC.	394.70
249902	*	000444	CDW GOVERNMENT INC	43.54
249903	*	002067	CENTRAL PARKING SYSTEM	76.00
249904		000605	CINTAS CORPORATION	74.02
249905	*	007625	COMCAST	474.25
249906	*	007774	COMCAST BUSINESS	644.60
249907	*	000627	CONSUMERS ENERGY	951.11
249908		001367	CONTRACTORS CONNECTION INC	997.15
249909		008395	DAVID BORNEMAN LLC	2,375.00
249910		003120	CITY OF DEARBORN	30.00
249911		004198	DETROIT HITCH CO	34.00
249912		008134	DIAMOND Y DOOR SOLUTIONS INC	65.00
249913	*	000179	DTE ENERGY	22,467.47
249914		007702	EASY PICKER GOLF PRODUCTS, INC	1,646.44
249915		007684	ELITE TRAUMA CLEAN-UP INC.	50.00
249916		008308	ERADICO PEST SERVICES	104.00
249917		006181	FIRST CHOICE COFFEE SERV	134.95
249918		007314	FLEIS AND VANDENBRINK ENG. INC	1,566.00
249919	*	008281	AUSTIN FLETCHER	179.00
249920		002510	GAMCO INVESTORS INC	22,715.00
249921		006384	GEOGRAPHIC INFORMATION SERVICES, IN	266.45
249922		004604	GORDON FOOD	945.01
249923	*	005090	GRAND TRAVERSE RESORT & SPA, LLC	300.80

City of Birmingham

Warrant List Dated 05/03/2017

Meeting of 05/08/2017

Check Number	Early Release	Vendor #	Vendor	Amount
249924	*	006799	NATALIA HAASE	1,206.00
249925	*	008053	HARMONY ACRES PARADE ARABIAN HORSES	600.00
249926		001672	HAYES GRINDING	30.50
249927		001836	HISTORICAL SOCIETY OF MICHIGAN	65.00
249928		MISC	HM HOMES LLC	2,500.00
249929	*	001956	HOME DEPOT CREDIT SERVICES	3,504.78
249931		008428	HOUSE OF BLINDS AND MORE	1,500.00
249932		001204	ICMA	200.00
249933		003888	INTERNATIONAL CODE COUNCIL INC	527.80
249934		002407	J & B MEDICAL SUPPLY	791.09
249935		008088	J'S SILKSCREENS LLC	1,869.30
249936		000261	J.H. HART URBAN FORESTRY	9,522.54
249937		000186	JACK DOHENY COMPANIES INC	390.36
249938		003458	JOE'S AUTO PARTS, INC.	71.66
249939		MISC	KAREN REILLY	94.50
249940	*	007827	HAILEY R KASPER	132.00
249941		008147	KIMBALL MIDWEST	134.72
249942		006370	KLM SCAPE & SNOW LLC	12,310.00
249943		005452	KNOX COMPANY	47.00
249944		004085	KONE INC	1,446.00
249945		008432	KRAV MAGA WORLDWIDE , INC.	750.00
249946		000362	KROGER COMPANY	14.24
249947		005876	KROPF MECHANICAL SERVICE COMPANY	1,804.77
249948		005550	LEE & ASSOCIATES CO., INC.	97.50
249949		008172	MANPOWER	255.00
249950		007833	MICHIGAN ASSOCIATION OF PLANNING	650.00
249951		001660	MICHIGAN CAT	180.26
249952		000649	MML WORKERS' COMP FUND	51,528.00
249953		000460	MORTON SALT, INC.	93,668.82
249954		001194	NELSON BROTHERS SEWER	168.00
249955	*	007856	NEXT	2,977.00
249956		006359	NYE UNIFORM COMPANY	56.50
249957		002853	OAKLAND COMMUNITY COLLEGE	795.00
249958	*	000481	OFFICE DEPOT INC	392.00
249959		007215	PDQ.COM CORPORATION	450.00
249960	*	001753	PEPSI COLA	784.29
249961		006959	PHOENIX COMMUNICATIONS &	1,566.35
249962		001146	PLANNING & ZONING NEWS	350.00
249963		008429	GERARD PROCTOR	108.58
249964	*	008342	RAIN MASTER CONTROL SYSTEMS	29.85
249965	*	001314	REDFORD TWP UNICYCLE CLUB INC	300.00
249966		002566	REYNOLDS WATER	123.92
249967		MISC	RHONA FIDLER	673.28

City of Birmingham
Warrant List Dated 05/03/2017

Meeting of 05/08/2017

Check Number	Early Release	Vendor #	Vendor	Amount
249968		006497	RNA FACILITIES MANAGEMENT	390.00
249970		001181	ROSE PEST SOLUTIONS	154.00
249971		000218	ROYAL OAK P.D.Q. LLC	54.88
249972		007817	SANDS SALES COMPANY LLC	1,651.74
249973		007142	SHERWIN-WILLIAMS COMPANY	49.79
249974		003785	SIGNS-N-DESIGNS INC	46.00
249975	*	008073	SITEONE LANDSCAPE SUPPLY, INC	257.59
249976	*	000254	SOCRRA	60,215.00
249977		007907	SP+ CORPORATION	7,097.50
249978		000260	SPARTAN DISTRIBUTORS INC	2,900.66
249979		006376	SUBURBAN CHRYSLER DODGE JEEP - TROY	71.40
249980		005238	SUNTEL SERVICES	3,761.50
249981		001255	TEKNICOLORS INC	356.92
249982		000941	TIME EMERGENCY EQUIPMENT	672.16
249983		008159	TORTOISE CREDIT STRATEGIES, LLC	8,863.97
249984	*	002037	TOTAL ARMORED CAR SERVICE, INC.	714.83
249985	*	000158	VERIZON WIRELESS	819.09
249987		000969	VIGILANTE SECURITY INC	260.00
249988		007374	WESTWOOD TRUST	9,385.81
249989	*	007894	BRENDA WILLHITE	640.00
249990		000306	WOLVERINE CONTRACTORS INC	595.00
249991		007083	XEROX CORPORATION	167.60
Sub Total Checks:				\$365,106.63
Sub Total ACH:				\$49,300.64
Grand Total:				\$414,407.27

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.

5/8/2017

City of Birmingham
5/3/2017

Vendor Name	Transfer Date	Transfer Amount
Automated Benefit Services, Inc.	5/2/2017	49,300.64
TOTAL		49,300.64



MEMORANDUM

Engineering Dept.

DATE: May 1, 2017

TO: Joseph Valentine, City Manager

FROM: Paul T. O'Meara, City Engineer

SUBJECT: Brookside Building Development
369 N. Old Woodward Ave.
DTE Energy Street Light Agreement

A mixed use structure located immediately north of the N. Old Woodward Ave. Parking Structure is currently under construction. Pedestrian sized street lights have not been installed in front of this property previously, but were included as a requirement for site plan approval. Given the frontage involved, a total of six new street lights are proposed. Electrical outlets for holiday tree lighting will be incorporated into the new lights.

As a part of the site plan review process, the owner is required to pay for the installation of new pedestrian scale street lights along their frontage.

DTE Energy has prepared the attached contract for the installation of the lights by their contractor. The agreement is identical to those authorized for other street light agreements. The language has been reviewed and approved by the City Attorney's office. Once the agreement has been signed, we will return it to DTE for their signature and execution. Once the work has been completed to our satisfaction, we will invoice the owner for the full amount being charged (\$33,491.56). A final Certificate of Occupancy will not be issued until payment has been received. We expect after the work is complete, we will in turn be invoiced for the value of the work from DTE Energy, which will be charged to the streetscape account 401-901.009-981.0100, in the Capital Projects Fund.

It is recommended that the Commission authorize the Mayor to sign the attached Agreement for Municipal Street Lighting presented by DTE Energy relative to 369 N. Old Woodward Ave. All costs relative to this agreement will be charged to the owner and developer of the property.

SUGGESTED RESOLUTION:

To approve the street light agreement between the City of Birmingham and DTE Energy regarding the installation of street lights at 369 N. Old Woodward Ave. Further, to direct the Mayor to sign the agreement on behalf of the City. All costs relative to this agreement will be charged to the adjacent owner.

Exhibit A to Master Agreement

Purchase Agreement

This Purchase Agreement (this "Agreement") is dated as of April 12, 2017 between The Detroit Edison Company ("Company") and City of Birmingham ("Customer").

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

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

1. DTE Work Order Number:	45976294 If this is a conversion or replacement, indicate the Work Order Number for current installed equipment: N/A	
2. Location where Equipment will be installed:	369 N Old Woodward Ave, as more fully described on the map attached hereto as <u>Attachment 1</u> .	
3. Total number of lights to be installed:	6	
4. Description of Equipment to be installed (the " <u>Equipment</u> "):	Install (6) – Green Hadco Birmingham style 86 watt LED fixtures mounted on (6) Green Hadco Birmingham style posts on a concrete foundation. All posts to include (2) GFI receptacles with in-use covers.	
5. Estimated Total Annual Lamp Charges	\$1,846.08	
6. Computation of Contribution in aid of Construction (" <u>CIAC Amount</u> ")	Total estimated construction cost, including labor, materials, and overhead:	\$39,029.80
	Credit for 3 years of lamp charges:	\$5,538.24
	CIAC Amount (cost minus revenue)	\$33,491.56
7. Payment of CIAC Amount:	Due promptly upon execution of this Agreement – PO Term 270 days.	
8. Term of Agreement	5 years. Upon expiration of the initial term, this Agreement shall continue on a month-to-month basis until terminated by mutual written consent of the parties or by either party with thirty (30) days prior written notice to the other party.	
9. Does the requested Customer lighting design meet IESNA recommended practices?	(Check One) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If "No", Customer must sign below and acknowledge that the lighting design does not meet IESNA recommended practices Signature: _____	
10. Customer Address for Notices:	City of Birmingham 151 Martin St, PO Box 3001 Birmingham, MI 48012 Attn: Paul O'Meara	

11. Special Order Material Terms:

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

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

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

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

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

Name: Paul O'Meara

Title: City Engineer

Phone Number: 248-530-1840

Email: pomeara@bhamgov.org

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

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

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

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

12. Experimental Emerging Lighting Technology ("EELT") Terms:

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

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

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

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

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

Company:

Customer:

The Detroit Edison Company

City of Birmingham

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Attachment 1 to Purchase Agreement

Map of Location

[To be attached]

HARMON ST

7166 BIHAM
HARBON ST 5PE
BONNIE BRIAR ST.



Know what's below.
Call before you dig

WL 1:
IN: POST CODE 51A
IN: FOUNDATION TYPE S98L CONCRETE
IN: UG MULTIPLE LED 85 LU RICHLAND
L 85 AFU220 -- 7166 BIHAM -- O050 -- 563 -- R
IN: UG 4A STANDARD RECP BOX
IN: UG 4A STANDARD RECP BOX

WL 2:
IN: POST CODE 51A
IN: FOUNDATION TYPE S98L CONCRETE
IN: UG MULTIPLE LED 85 LU RICHLAND
L 85 AFU218 -- 7166 BIHAM -- O050 -- 563 -- R
IN: UG 4A STANDARD RECP BOX
IN: UG 4A STANDARD RECP BOX

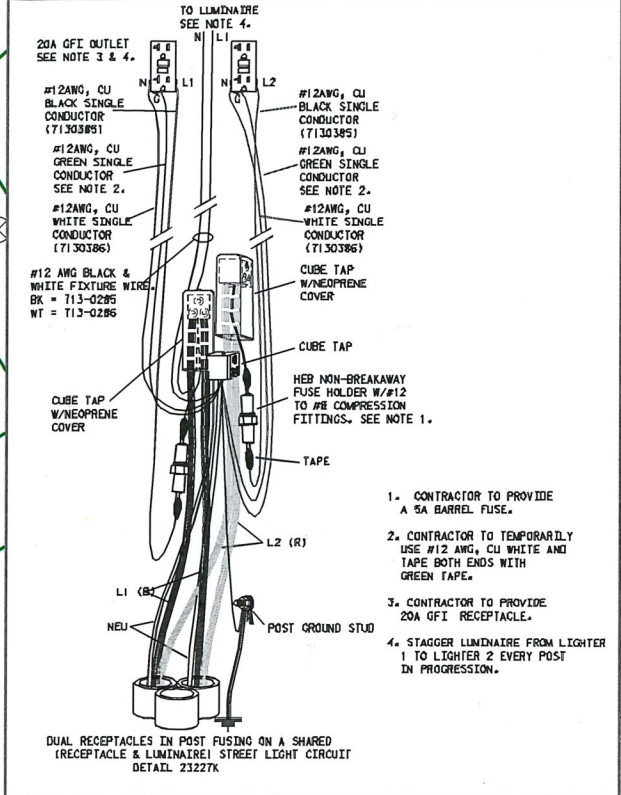
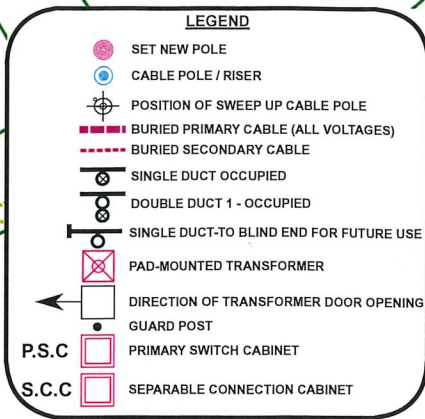
WL 3:
IN: POST CODE 51A
IN: FOUNDATION TYPE S98L CONCRETE
IN: UG MULTIPLE LED 85 LU RICHLAND
L 85 AFU217 -- 7166 BIHAM -- O050 -- 563 -- B
IN: UG 4A STANDARD RECP BOX
IN: UG 4A STANDARD RECP BOX

WL 4:
IN: POST CODE 51A
IN: FOUNDATION TYPE S98L CONCRETE
IN: UG MULTIPLE LED 85 LU RICHLAND
L 85 AFU219 -- 7166 BIHAM -- O050 -- 563 -- B
IN: UG 4A STANDARD RECP BOX
IN: UG 4A STANDARD RECP BOX

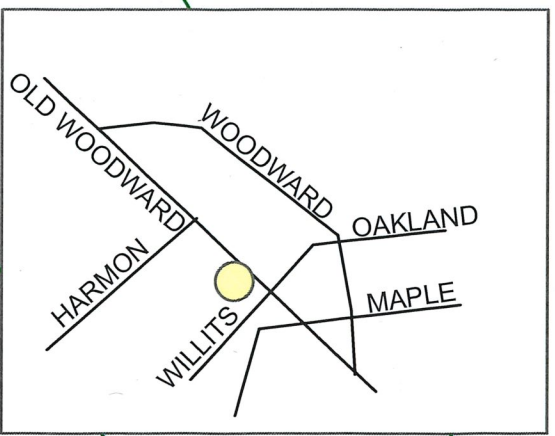
WL 6: IN: CUBE TAP UG
WL 7: IN: CUBE TAP US

WL 8:
IN: FOUNDATION TYPE S98L CONCRETE
IN: UG MULTIPLE LED 85 LU RICHLAND
L 85 AFV474 -- 7166 BIHAM -- O050 -- 563 -- R
IN: UG 4A STANDARD RECP BOX
IN: UG 4A STANDARD RECP BOX

WL 9:
IN: FOUNDATION TYPE S98L CONCRETE
IN: UG MULTIPLE LED 85 LU RICHLAND
L 85 AFV477 -- 7166 BIHAM -- O050 -- 563 -- B
IN: UG 4A STANDARD RECP BOX
IN: UG 4A STANDARD RECP BOX



1. CONTRACTOR TO PROVIDE A 5A BARREL FUSE.
2. CONTRACTOR TO TEMPORARILY USE #12 AWG, CU WHITE AND TAPE BOTH ENDS WITH GREEN TAPE.
3. CONTRACTOR TO PROVIDE 20A GFI RECEPTACLE.
4. STAGGER LUMINAIRE FROM LIGHTER 1 TO LIGHTER 2 EVERY POST IN PROGRESSION.

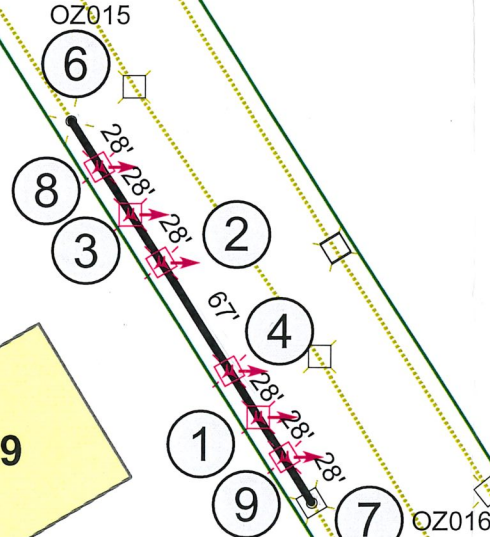
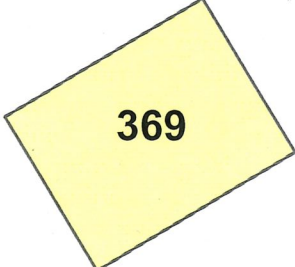


N HUNTER BLVD

EUCLID AVE

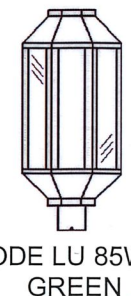
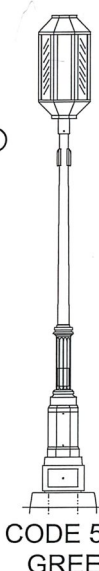
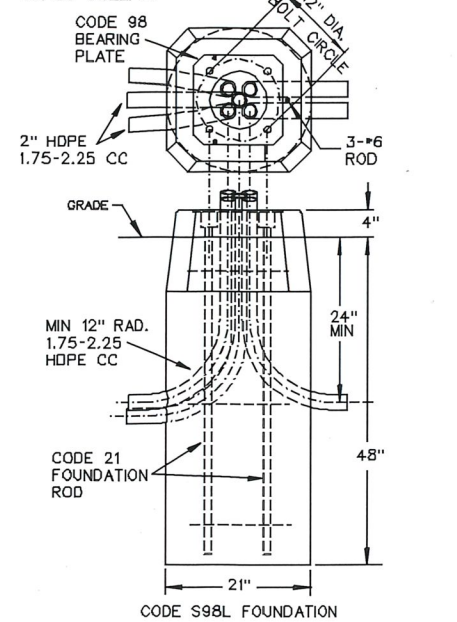
INDALE AVE

PARK ST



NOTE: FOUNDATION ANCHORS ARE SQUARE IN RELATIONSHIP TO THE CURB.

INSTALL A MINIMUM OF FOUR (4) 1.75-2.25 HDPE SWEEPS IN ALL FOUNDATIONS WITH SEPARATELY CONTROLLED RECEPTACLES. THE FIRST FOUNDATION RECEIVING THE FEED FROM THE CONTROL FOR THE LIGHTING OR RECEPTACLE CIRCUIT WILL HAVE FIVE (5) CC SWEEPS.



Streetlight Billing Summary
O050 - BIRMINGHAM CITY OF
7166 BIHAM IN 6 *563
Created on: 2/6/2017 9:18:55 AM

5 Trench-Bore Summary			
Type	Occupants	Length	
ST LT - BORE - IN CONDUIT E			235
Total =		235	
Cable Summary			
Type	Legacy Stock # /SAP #	Length	
IN #2 ALX2 - #4 ALX1	713-0878/100075024	291	
ABN #2 ALX2 - #4 ALX1	713-0878/100075024	235	
Created on: 2/6/2017 9:22:22 AM			

DTE Energy						DTE Electric - Distribution Engineering and Planning											
Service Planner						Work Order Description											
O'Dea, Charlotte A						CWO SL - NBUS - 4 UG - 369 N Old Woodward Ave - Birmingham											
Phone		734.397.4307		Supervisor		Work Order #		GIS-DSN		COH		CUL		CUG		PLC	
						46004060		46004061				46004070		46004071			
						Circuit #1				Circuit #2				PH		SCMAT	
						BIHAM1883										46004069	
Mark A Slater		Phone		734.397.4055		Service Center		Worksite City		Worksite Twp						County	
						PON		BIRMINGHAM (PONTIAC)		BLM						Oakland	
						JU Work to be Performed				JU						RSD	
						JU Company		Contact		Email						Phone	
						JU Company		Contact		Email						Phone	
						CUE Number		Ver		Plot Date		Scale		Town		Range	
						663383		1		4/11/2017		NTS		02N		10E	
																Section	
																25	
																Qtr	

WARREN CT

MASTER AGREEMENT FOR MUNICIPAL STREET LIGHTING

This Master Agreement For Municipal Street Lighting ("Master Agreement") is made between The Detroit Edison Company ("Company") and City of Birmingham ("Customer") as of April 11, 2013.

RECITALS

A. Customer may, from time to time, request the Company to furnish, install, operate and/or maintain street lighting equipment for Customer.

B. Company may provide such services, subject to the terms of this Master Agreement.

Therefore, in consideration of the foregoing, Company and Customer hereby agree as follows:

AGREEMENT

1. Master Agreement. This Master Agreement sets forth the basic terms and conditions under which Company may furnish, install, operate and/or maintain street lighting equipment for Customer. Upon the Parties agreement as to the terms of a specific street lighting transaction, the parties shall execute and deliver a Purchase Agreement in the form of the attached Exhibit A (a "Purchase Agreement"). In the event of an inconsistency between this Agreement and any Purchase Agreement, the terms of the Purchase Agreement shall control.

2. Rules Governing Installation of Equipment and Electric Service. Installation of street light facilities and the extension of electric service to serve those facilities are subject to the provisions of the Company's Rate Book for Electric Service (the "Tariff"), Rule C 6.1, Extension of Service (or any other successor provision), as approved by the The Michigan Public Service Commission ("MPSC") from time to time.

3. Contribution in Aid of Construction. In connection with each Purchase Agreement and in accordance with the applicable Orders of the MPSC, Customer shall pay to Company a contribution in aid of construction ("CIAC") for the cost of installing Equipment ("as defined in the applicable Purchase Agreement") and recovery of costs associated with the removal of existing equipment, if any. The amount of the CIAC (the "CIAC Amount") shall be an amount equal to the total construction cost (including all labor, materials and overhead charges), less an amount equal to three years revenue expected from such new equipment. The CIAC Amount will be as set forth on the applicable Purchase Agreement. The CIAC Amount does not include charges for any additional cost or expense for unforeseen underground objects, or unusual conditions encountered in the construction and installation of Equipment. If Company encounters any such unforeseen or unusual conditions, which would increase the CIAC Amount, it will suspend the construction and installation of Equipment and give notice of such conditions to the Customer. The Customer will either pay additional costs or modify the work to be performed. If the work is modified, the CIAC Amount will be adjusted to account for such modification. Upon any such

suspension and/or subsequent modification of the work, the schedule for completion of the work shall also be appropriately modified.

4. Payment of CIAC Amount. Customer shall pay the CIAC Amount to Company as set forth in the applicable Purchase Agreement. Failure to pay the CIAC Amount when due shall relieve Company of its obligations to perform the work required herein until the CIAC Amount is paid.

5. Modifications. Subject to written permission of the respective municipality, after installation of the Equipment, any cost for additional modifications, relocations or removals will be the responsibility of the requesting party.

6. Maintenance, Replacement and Removal of Equipment. In accordance with the applicable Orders of the MPSC, under the Municipal Street Lighting Rate (as defined below), Company shall provide the necessary maintenance of the Equipment, including such replacement material and equipment as may be necessary. Customer may not remove any Equipment without the prior written consent of Company.

7. Street Lighting Service Rate.

a. Upon the installation of the Equipment, the Company will provide street lighting service to Customer under Option 1 of the Municipal Street Lighting Rate set forth in the Tariff, as approved by the MPSC from time to time, the terms of which are incorporated herein by reference.

b. The provision of street lighting service is also governed by rules for electric service established in MPSC Case Number U-6400. The Street Lighting Rate is subject to change from time to time by orders issued by the MPSC.

8. Contract Term. This Agreement shall commence upon execution and terminate on the later of (a) five (5) years from the date hereof or (b) the date on which the final Purchase Agreement entered into under this Master Agreement is terminated. Upon expiration of the initial term, this Agreement shall continue on a month-to-month basis until terminated by mutual written consent of the parties or by either party with twelve (12) months prior written notice to the other party.

9. Design Responsibility for Street Light Installation. The Company installs municipal street lighting installations following Illuminating Engineering Society of North America ("IESNA") recommended practices. If the Customer submits its own street lighting design for the street light installation or if the street lighting installation requested by Customer does not meet the IESNA recommended practices, Customer acknowledges the Company is not responsible for lighting design standards.

10. New Subdivisions. Company agrees to install street lights in new subdivisions when subdivision occupancy reaches a minimum of 80%. If Customer wishes to have installation occur prior to 80% occupancy, then Customer acknowledges it will be financially

responsible for all damages (knockdowns, etc.) and requests for modifications (movements due to modified curb cuts from original design, etc.).

11. Force Majeure. The obligation of Company to perform this Agreement shall be suspended or excused to the extent such performance is prevented or delayed because of acts beyond Company's reasonable control, including without limitation acts of God, fires, adverse weather conditions (including severe storms and blizzards), malicious mischief, strikes and other labor disturbances, compliance with any directives of any government authority, including but not limited to obtaining permits, and force majeure events affecting suppliers or subcontractors.

12. Subcontractors. Company may sub-contract in whole or in part its obligations under this Agreement to install the Equipment and any replacement Equipment.

13. Waiver; Limitation of Liability. To the maximum extent allowed by law, Customer hereby waives, releases and fully discharges Company from and against any and all claims, causes of action, rights, liabilities or damages whatsoever, including attorney's fees, arising out of the installation of the Equipment and/or any replacement Equipment, including claims for bodily injury or death and property damage, unless such matter is caused by or arises as a result of the sole negligence of Company and/or its subcontractors. Company shall not be liable under this Agreement for any special, incidental or consequential damages, including loss of business or profits, whether based upon breach of warranty, breach of contract, negligence, strict liability, tort or any other legal theory, and whether or not Company has been advised of the possibility of such damages. In no event will Company's liability to Customer for any and all claims related to or arising out of this Agreement exceed the CIAC Amount set forth in the Purchase Order to which the claim relates.

14. Notices. All notices required by the Agreement shall be in writing. Such notices shall be sent to Company at The Detroit Edison Company, Community Lighting Group, 8001 Haggerty Rd, Belleville, MI 48111 and to Customer at the address set forth on the applicable Purchase Agreement. Notice shall be deemed given hereunder upon personal delivery to the addresses set forth above or, if properly addressed, on the date sent by certified mail, return receipt requested, or the date such notice is placed in the custody of a nationally recognized overnight delivery service. A party may change its address for notices by giving notice of such change of address in the manner set forth herein.

15. Representations and Warranties. Company and Customer each represent and warrant that: (a) it has full corporate or public, as applicable, power and authority to execute and deliver this Agreement and to carry out the actions required of it by this Agreement; (b) the execution and delivery of this Agreement and the transactions contemplated hereby have been duly and validly authorized by all necessary corporate or public, as applicable, action required on the part of such party; and (c) this Agreement constitutes a legal, valid, and binding agreement of such party.

16. Miscellaneous.

a. This Agreement is the entire agreement of the parties concerning the subject matter hereof and supersedes all prior agreements and understandings. Any amendment or modification to this Agreement must be in writing and signed by both parties.

b. Customer may not assign its rights or obligations under this Agreement without the prior written consent of Company. This Agreement shall be binding upon and shall inure to the benefit of the parties' respective successors and permitted assigns. This Agreement is made solely for the benefit of Company, Customer and their respective successors and permitted assigns and no other party shall have any rights to enforce or rely upon this Agreement.

c. A waiver of any provision of this Agreement must be made in writing and signed by the party against whom the waiver is enforced. Failure of any party to strictly enforce the terms of this Agreement shall not be deemed a waiver of such party's rights hereunder.

d. The section headings contained in this Agreement are for convenience only and shall not affect the meaning or interpretation thereof.

e. This Agreement shall be construed in accordance with the laws of the State of Michigan, without regard to any conflicts of law principles. The parties agree that any action with respect to this Agreement shall be brought in the courts of the State of Michigan and each party hereby submits itself to the exclusive jurisdiction of such courts.

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

g. The invalidity of any provision of this Agreement shall not invalidate the remaining provisions of the Agreement.

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

Company:

The Detroit Edison Company

By: Jeffrey Lebrun

Name: Jeffrey Lebrun

Title: Supervisor

Customer:

[City of Birmingham]

By: George Dilgard

Name: George Dilgard

Title: Mayor



MEMORANDUM

Engineering Department

DATE: May 1, 2017

TO: Joseph A. Valentine, City Manager

FROM: Paul T. O'Meara, City Engineer

SUBJECT: 2017 Local Streets Paving Program
Contract #1-17(P) Contract Award
Oak St. Water Lateral Special Assessment District

CONTRACT AWARD

Bids were opened on the above project on March 11, 2016. Four bids were received, as listed on the attached summary. The low bidder was DiPonio Contracting, with their bid of \$1,195,989.00.

DiPonio Contracting has worked for Birmingham multiple times, including building portions of Maryland Blvd., Henrietta St., Catalpa Dr., Cummings St., and Webster Ave. within the last two years. These jobs included sewer, water, and new concrete streets. All of these projects were executed successfully. We are confident that they are fully qualified to do this type of work.

This year's street reconstruction project includes the following:

Oak St. – N. Glenhurst Dr. to Chesterfield Ave. – Now that the City has come to an agreement with the Birmingham School District relative to how to handle the Quarton Elementary School student drop off issue, this one long block can be reconstructed. The work will include a large storm sewer extension to accommodate future extension to the north and west, new water main, and a new concrete street featuring a separated student drop off area. Birmingham Public Schools has agreed to contribute \$215,000 to this project cost. The contract requires scheduling this work during the eight-week summer period when the school building is at low occupancy.

Poppleton Ave. – Knox Ave. to Maple Rd. – The one block segment that serves both the adjacent neighborhood and the adjacent Kroger parking lot will be reconstructed with a new concrete street. Minor storm sewer work is planned in the Knox Ave. intersection. The contract requires completing this project quickly in three phases, to help maintain traffic in and out of the Kroger parking lot at all times.

Lawndale Ave. – Oakland Blvd. to Woodward Ave. – Originally planned for selective concrete patching, the Engineering Dept. is now exploring a reduction in width, coupled with complete removal and replacement. No underground work is needed here. The contract requires completing this project 100% before or after the Woodward Ave. Dream Cruise.

Neighborhood Connector Route – In March, 2016, the City Commission approved the attached Phase I route for bicyclists, as recommended by the Multi-Modal Transportation Board. We attempted to put this work together as a separate contract, consisting entirely of new signs and pavement markings. Bids were due in September of last year, with the intention that the work would be done by November. However, no bids were received. The work was repackaged with other sign and pavement marking work included in this contract, and is now ready to be completed as a part of this work.

Noting that part of the route consists of S. Eton Rd. from Maple Rd. to Lincoln Ave., staff will direct the contractor to not proceed with work in that area now that the Multi-Modal Board is studying the recommendations of the Ad Hoc Rail District Committee. We will postpone work related to the Connector Route on this segment until after a final cross-section has been endorsed by the City Commission.

The cost of the project will be charged to the following accounts:

Sewer Fund	590-536.001-981.0100	\$289,760.00
Water Fund	591-537.004-981.0100	\$152,985.00
Major Streets Fund	202-449.001-981.0100	\$571,707.33
Local Streets Fund	203-449.001-981.0100	<u>\$181,536.67</u>
TOTAL		\$1,195,989.00

Sufficient funds are available in the budget for all portions of the project other than the Local Streets Fund. The relatively high cost of the Poppleton Ave. section likely reflects the three phased construction required, and the difficult, low volume work area. As a result, a budget amendment is recommended below in order to move forward with that portion of the project.

OAK ST. WATER LATERAL REPLACEMENT SPECIAL ASSESSMENT DISTRICT

The work on Oak St. will include the removal and replacement of water laterals for several of the adjacent homes, in accordance with recently modified policy. The Engineering Dept. plans to replace all water laterals sized less than 1 inch diameter, subject to a special assessment to the benefitting property owners. No sewer lateral replacements are planned. (A separate front yard sewer was constructed when this block was first developed that services the ten homes on the north side of the street, therefore, there are no older sewer laterals to replace on this block.) On Poppleton Ave. and Lawndale Ave., most of the adjacent properties are corner properties, and water and sewer connections are generally on other streets. Therefore, other than the water services on Oak St., no other sewer or water service lateral work is proposed.

In the past, the City has compared the low bidder's price for this work item with the other bidders, to ensure the price of this work, which will be assessed, reflects the actual value of the work. A list of the sewer lateral bid prices for all the bidders follows below:

CONTRACTOR (in order of lowest to highest bidder based on total price)	WATER SERVICE BID PRICE (PER FOOT)
DiPonio Contracting, Inc.	\$50.00
F.D.M. Contracting, Inc.	\$30.00
V.I.L Contracting, Inc.	\$30.00
Pamar Enterprises, Inc.	\$88.00
Average Price Per Foot	\$49.50

While the cost is higher than two of the other bidders, DiPonio's price is very close to the average price bid. Further, the price is in the general range of cost that has been charged on recent projects of this type. We believe charging the low bidder's price (\$49.50), is appropriate. As shown on the attached list, the estimated price to be charged to homeowners is \$842 per house, which is significantly less than this work would otherwise cost if done on an individual basis.

It is recommended that a public hearing of necessity be scheduled at the Monday, June 12, 2017 City Commission meeting. It is further recommended that the public hearing to confirm the roll be held on Monday, June 26, 2017 at the \$49.50/linear ft. unit price.

SUGGESTED RESOLUTION:

To award the 2017 Local Streets Paving Program, Contract #1-17(P) to DiPonio Contracting, Inc., of Shelby Twp., MI, in the amount of \$1,195,989.00, to be charged to the various accounts as detailed in the report; and further to approve the appropriations and budget amendments as follows:

Local Street Fund

Revenues:

Draw from Fund Balance #203-000.000-400.0000	<u>\$49,540</u>
Total Revenue Adjustments	<u>\$49,540</u>

Expenditures:

Public Improvements #203-449.001-981.0100	<u>\$49,540</u>
Total Expenditure Adjustments	<u>\$49,540</u>

AND

To set a public hearing on Monday, June 12, 2017, at 7:30 P.M., for the purpose of declaring necessity for the installation of water laterals within the 2017 Local Street Paving Program area, and further

That the City Commission meet on Monday, June 26, 2017, at 7:30 P.M. for the purpose of conducting a public hearing to confirm the roll for the installation of water laterals within the 2017 Local Street Paving Program area.

CITY OF BIRMINGHAM

2017 LOCAL STREETS PAVING PROJECT

CONTRACT # 1-17 (9)

BID SUMMARY

April 28, 2017 - 2:00 PM

Company Name	Addendums	5% Bid Security	Base Bid
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[illegible]

Revised February 5, 2016

LEGEND

Existing Sharrow

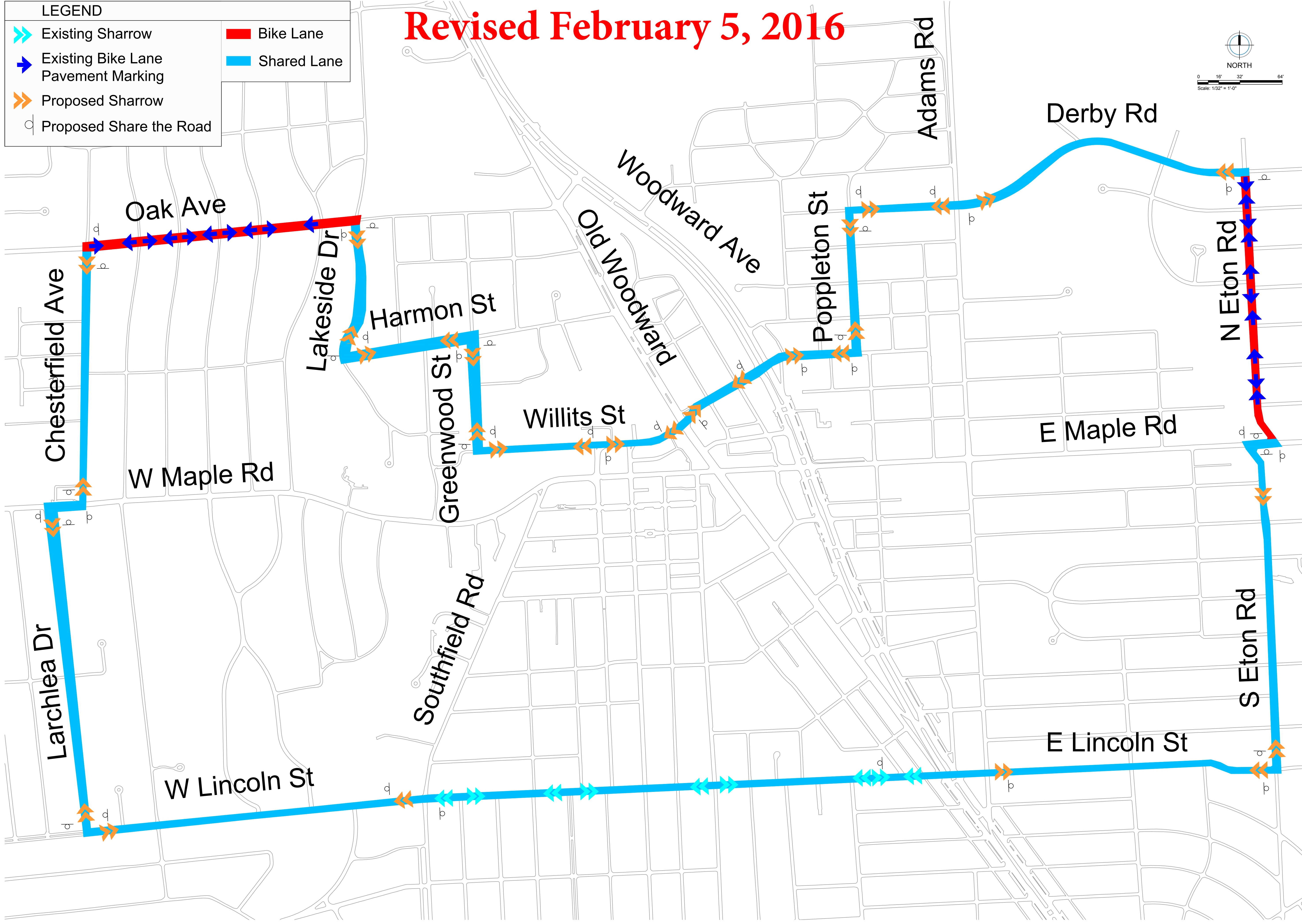
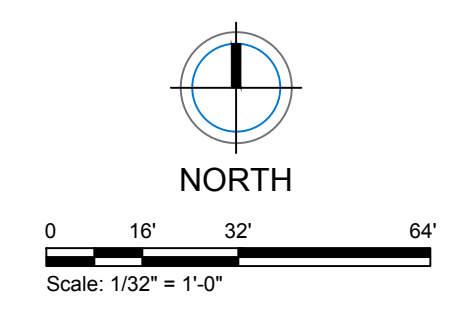
Existing Bike Lane Pavement Marking

Proposed Sharrow

Proposed Share the Road

Bike Lane

Shared Lane



FLEIS VANDENBRINK
DESIGN. BUILD. OPERATE.

27725 Stanbury Blvd, Suite #150
Farmington Hills, MI 48334
P: 248.536.0080
F: 248.536.0079

REVISION:

CITY OF BIRMINGHAM
BIRMINGHAM, MI

NEIGHBORHOOD CONNECTOR ROUTE

BIKE ROUTE SIGNING AND PAVEMENT MARKINGS

DESIGN TEAM:
CKS

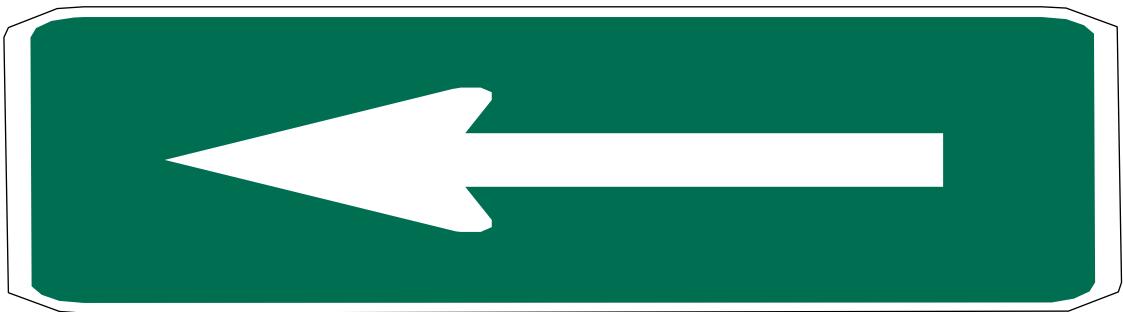
CHECKED BY:

DRAWING INFORMATION:
Bike Path V2
122415 charles

NOT FOR CONSTRUCTION

F&V PROJECT NO.

2

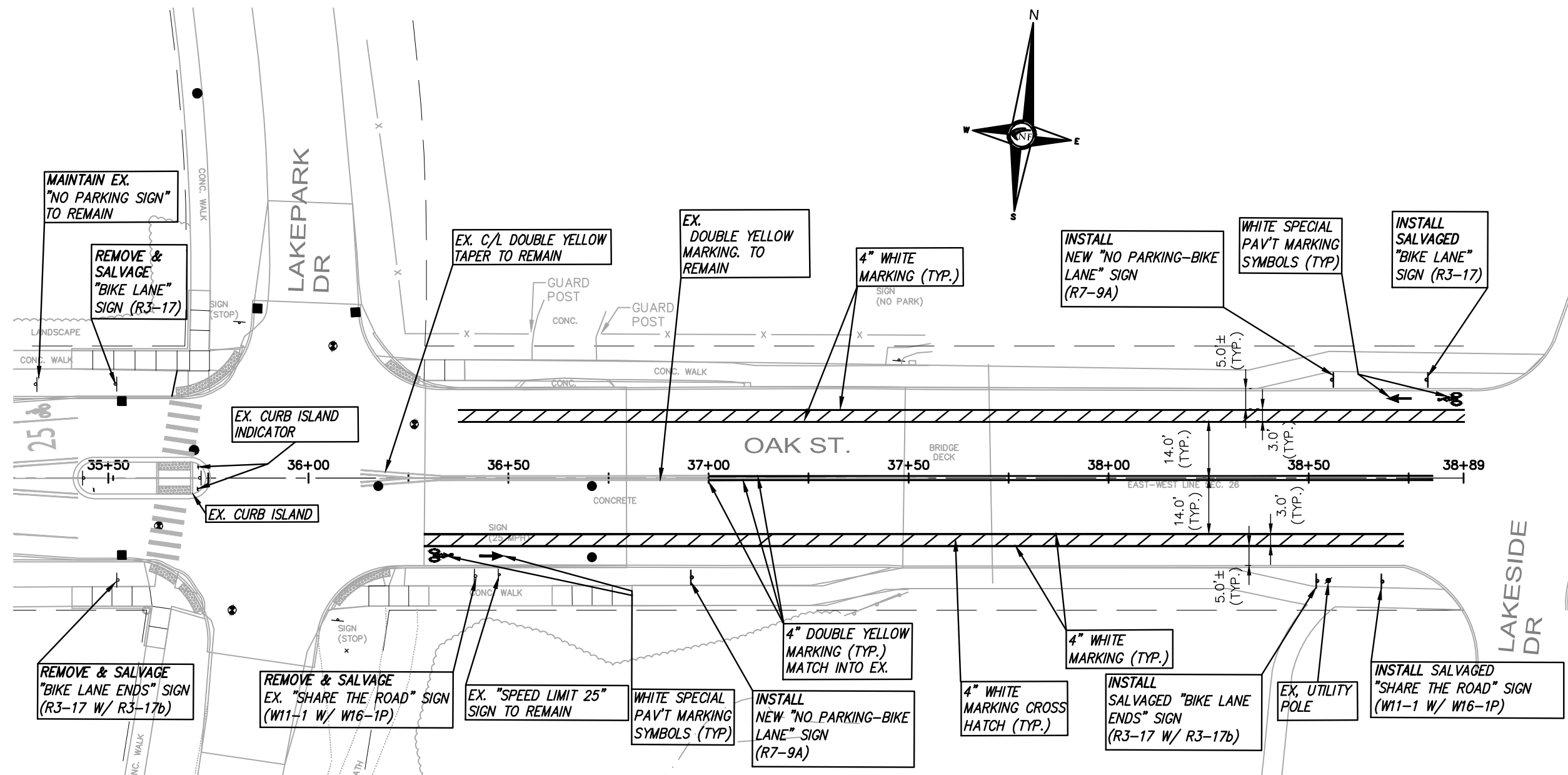




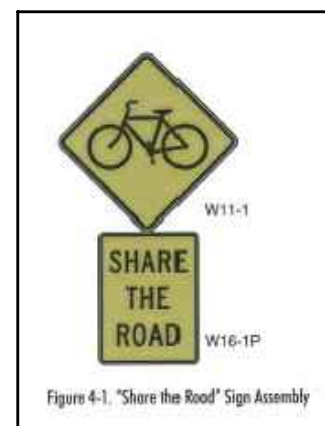
Know what's below
Call before you dig.

REVISIONS

DRAWN BY:
TW
DESIGNED BY:
BB
APPROVED BY:
BB
DATE:
January 6, 2016
SCALE:
1" = 30'



SIGN DETAIL - R7-9A
N.T.S.



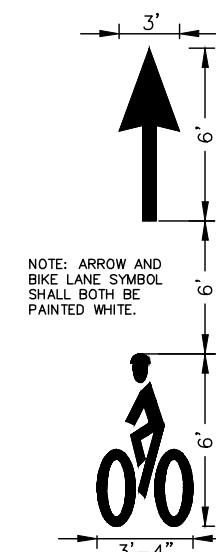
SIGN DETAIL -
W11-1 & W16-1P
N.T.S.



SIGN DETAIL -
R3-17
N.T.S.



SIGN DETAIL -
R3-17 & R3-17bP
N.T.S.



BIKE LANE SYMBOL DETAIL
N.T.S.

SEWER & WATER LATERAL CHART

2017 Local Street Paving Program - Contract #1-17(P)

Address	Street	Type of Pipe	Date	SAD?	Estd	Estd	Water	Date	SAD?	Estd	Estd
			Installed		Length	Cost	Type	Installed		Length	Cost
						6"					1"
											\$49.50

Oak St. - N. Glenhurst Dr. to Chesterfield Ave.

NORTH SIDE

920	N. Glenhurst Dr.	On Glenhurst	1954	N	0		On Glenhurst	---	N	0	\$0
1952	Oak St.	Clay	1959	N	0		3/4" Copper	1959	Y	17	\$842
1890		Front Easement	2004	N	0		1" Copper	2005	N	0	\$0
1860		Front Easement	---	N	0		3/4" Lead	---	Y	17	\$842
1836		Front Easement	---	N	0		1" Copper	---	N	0	\$0
1810		Front Easement	1945	N	0		1" Copper	1994	N	0	\$0
1792		Front Easement	---	N	0		1" Copper	---	N	0	\$0
1764		Front Easement	1979	N	0		3/4" Lead	---	Y	17	\$842
1740		Front Easement	---	N	0		3/4" Lead	---	Y	17	\$842
1712		On Chesterfield	2008	N	0		On Chesterfield	2008	N	0	\$0

SOUTH SIDE

771	Chesterfield Ave.	On Chesterfield	1953	N	0	\$0	4" Cast Iron	---	N	0	\$0
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TOTAL	0 out of 11	0%		4 out of 11	36%		\$3,366
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Poppleton Ave. - Knox Ave. to E. Maple Rd.

WEST SIDE

715-795	E. Maple Rd.	On E. Maple	1998	N	0	\$0	On Knox	1998	N	0	\$0
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EAST SIDE

810	Knox Ave.	On E. Maple	1988	N	0	\$0	4" Ductile Iron	1988	N	0	\$0
805	E. Maple Rd.	On Knox	2008	N	0	\$0	On Knox	2008	N	0	\$0

TOTAL	0 out of 3	0%		0 out of 3	0%		\$0
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Lawndale Ave. - Oakland Blvd. to Woodward Ave.

EAST SIDE

508	Oakland Ave.	On Oakland	1949	N	0	\$0	On Oakland	---	N	0	\$0
35270	Woodward Ave.	10" Clay	1966	N	0	\$0	6" C.I.P.	1966	N	0	\$0

TOTAL	0 out of 2	0%		0 out of 2	0%		\$0
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MEMORANDUM

Department of Public Services

DATE: April 26, 2017

TO: Joseph A. Valentine, City Manager

FROM: Lauren A. Wood, Director of Public Services

SUBJECT: Oakland County West Nile Expense Reimbursement Request

Upon recommendation of the Oakland County Executive, the Oakland County Board of Commissioners continues to establish a West Nile Virus Fund Program to assist cities, villages and townships (CVT) in addressing mosquito control activities.

Oakland County's West Nile Virus Fund Program authorizes Oakland County CVT to apply for reimbursement of eligible expenses incurred in connection with personal mosquito protection measures/activity, mosquito habitat eradication, mosquito larviciding or focused adult mosquito insecticide spraying in designated community green areas.

The amount designated for the City of Birmingham is \$2,648.39. Birmingham must apply for reimbursement and our project must meet the eligibility requirements as determined by the Oakland County Health Division. This is the thirteenth year for this reimbursement program. Last year's reimbursement amount was \$4,298.44 for this program.

We spend approximately \$9,000.00 in Larvicide material to administer our mosquito control program each season. The program includes treating the local catch basins throughout the community, once during the season. This activity is eligible for reimbursement under Oakland County's West Nile Virus Fund Program.

SUGGESTED RESOLUTION:

To approve the attached resolution requesting reimbursement for the maximum allotment of \$2,648.39 for eligible mosquito control activity under the Oakland County's West Nile Virus Fund Program.

**CITY OF BIRMINGHAM RESOLUTION AUTHORIZING WEST
NILE VIRUS FUND EXPENSE REIMBURSEMENT REQUEST**

WHEREAS, upon recommendation of the Oakland County Executive, the Oakland County Board of Commissioners has established a West Nile Virus Fund Program to assist Oakland County cities, villages and townships in addressing mosquito control activities; and

WHEREAS, Oakland County's West Nile Virus Fund Program authorizes Oakland County cities, villages and townships to apply for reimbursement of eligible expenses incurred in connection with personal mosquito protection measures/activity, mosquito habitat eradication, mosquito larviciding or focused adult mosquito insecticide spraying in designated community green areas; and

WHEREAS, the City of Birmingham, Oakland County, Michigan has incurred expenses in connection with mosquito control activities believed to be eligible for reimbursement under Oakland County's West Nile Virus Fund Program.

NOW THEREFORE BE IT RESOLVED that the Birmingham City Commission authorizes and directs its Director of Public Services, as agent for the City of Birmingham, in the manner and to the extent provided under Oakland County Board of Commissioners, to request reimbursement of eligible mosquito control activity under Oakland County's West Nile Virus Fund Program.

DATED
SIGNED
CERTIFIED



MEMORANDUM

Department of Public Services

DATE: April 28, 2017

TO: Joseph A. Valentine, City Manager

FROM: Lauren A. Wood, Director of Public Services

SUBJECT: Forestry Contract – Second Year Renewal

At the August 22, 2016 City Commission meeting the Tree Care and Removal Agreement (see attachments) was approved with J. H. Hart Urban Forestry for a one (1) year extension commencing September 1, 2016 ending June 30, 2017. This agreement also allows the City, in its sole discretion, to extend this contract for additional year (July 1, 2017 – June 30, 2018) upon thirty (30) days written notice. Enclosed is a letter dated March 10, 2017 from Mr. Hart requesting the City exercise its option of the second year renewal beginning July 1, 2017 – June 30, 2018. The price increase for each year as approved during the contract extension on August 22, 2016 is 5% for each period.

Over the last six years, prior to these rate increases, the charge out rate remained flat at a 0% adjustment in pricing under the forestry contract with J. H. Hart Urban Forestry. The rate comparison with other communities and pricing structure for these last two years is included herewith. The two 5% increases still place the City of Birmingham at average or slightly below when compared to other Hart customers. The City Commission meeting minutes from the August 22, 2016 meeting and the corresponding report are enclosed for your reference.

There have been no service issues this past year with J. H. Hart Urban Forestry. The extension period will be July 1, 2017 - June 30, 2018 with a five percent (5%) increase over the current rate.

Comparing our existing contract pricing with other surrounding communities, Birmingham is on par or less than these other hourly rates for such similar services. The rates are very competitive with the following City's; Troy, Beverly Hills, Royal Oak and Lathrup Village and lower than others. Based on the existing rate, performance, experience and track record of the vendor we recommend the second year renewal commencing July 1, 2017 and ending June 30, 2018.

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

449.005-819.0000; Parks – Tree Trimming Contract account #101-751.000-819.0000; and Property Maintenance – Tree Trimming Contract account #101-441.003-819.0000.

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

SUGGESTED RESOLUTION:

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

**AMENDED AND RESTATED
TREE CARE AND REMOVAL AGREEMENT**

This **AMENDED AND RESTATED AGREEMENT**, made this 22nd day of August, 2016 by and between the **CITY OF BIRMINGHAM**, having its principal municipal office at 151 Martin Street, Birmingham, MI (hereinafter "CITY"), and **J.H. HART URBAN FORESTRY**, (hereinafter "CONTRACTOR") having its principal office at 6600 Product Drive, Sterling Heights, MI 48312, provides as follows:

WITNESSETH:

WHEREAS, the CITY, through its Department of Public Service, desires to have the urban forest maintained along the CITY's right-of-ways, parks and other public properties including trimming, removal and planting, and,

WHEREAS, the CITY, through its Department of Public Service, desires to have the residential brush picked up and chipped along the CITY's right-of-ways, parks and other public properties, and,

WHEREAS the CITY, through its Department of Public Service, desires to have trees, shrubs and other vegetation for certain private lots that are determined by the Department of Public Services to be in violation of the CITY's vegetation ordinances cut trimmed and/or removed, and,

WHEREAS, the CITY, through its Department of Public Service, desires to have the holiday lights and decorations installed and removed along the CITY's right-of-ways, parks and other public properties, and,

WHEREAS the CITY, through its Department of Public Service, desires to have performed on its behalf and in connection therewith, has prepared a request for sealed proposals (RFP) endorsed "Tree Care and Removal Contract" which includes

certain instructions to bidders and specifications, and, in connection therewith, has advertised for and sought sealed proposals endorsed " Tree Care and Removal Contract," which includes certain qualifications, instructions to bidders, specifications, and General Contract Conditions (collectively the "RFP"), and,

WHEREAS, the CONTRACTOR has made a bid ("Bid") to provide tree care services including trimming, removal, planting, residential brush pickup, and holiday light/decoration installation and removal in accordance with the RFP, in the amount set forth in its bid form, and which bid has been accepted by the CITY.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE RESPECTIVE AGREEMENTS AND UNDERTAKINGS HEREIN CONTAINED, THE PARTIES AGREE AS FOLLOWS:

1. It is mutually agreed by and between the parties that the documents consisting of the April 2004 RFP documents, Bid, and all bid bonds required for this project shall be incorporated herein by reference, and shall become a part of this Agreement, and shall be binding upon both parties hereto. If any of these documents are in conflict with this Agreement, the terms of this Agreement shall take precedence, then the RFP documents, then the Bid.

2. The CONTRACTOR agrees to provide the labor, material supplies and equipment necessary to perform the services in accordance with the specifications and conditions contained in the RFP documents for a period of one (1) year, commencing on September 1, 2016 and ending June 30, 2017. The CITY, in its sole discretion, may extend this contract for an additional year (July 1, 2017 – June 30, 2018), upon thirty (30) days written notice.

3. The CITY agrees to pay the CONTRACTOR for the services rendered pursuant to this Agreement in the amounts set forth in the CONTRACTOR's pricing attached hereto and incorporated by reference. However, notwithstanding the terms of the Agreement, the City shall have the right to terminate this Agreement on ten (10) days written notice.

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

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

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

employer contributions on behalf of the CITY.

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

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

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

10. This Agreement shall be binding upon the successors and assigns of the parties hereto, but no such assignment shall be made by the CONTRACTOR without the prior written consent of the CITY. Any attempt at assignment without prior written consent shall be

void and of no effect.

11. The CONTRACTOR agrees that neither it nor its subcontractors will discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight or marital status. The CONTRACTOR shall inform the CITY of all claims or suits asserted against it by the CONTRACTOR's employees who work pursuant to this Agreement. The CONTRACTOR shall provide the CITY with periodic status reports concerning all such claims or suits, at intervals established by the CITY.

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

13. The CONTRACTOR shall not commence work under this Agreement until it has, at its sole expense, obtained the insurance required by this paragraph. All certificates

of insurance shall be with insurance carriers licensed and admitted to do business in the State of Michigan. The CONTRACTOR shall maintain during the life of this Agreement the types of insurance coverage and minimum limits as set forth below:

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

F. Proof of Insurance Coverage: CONTRACTOR shall provide the CITY at the time the contracts are returned for execution, Certificates of Insurance and/or policies, acceptable to the CITY, as listed below.

- 1) Two (2) copies of Certificate of Insurance for Workers' Compensation;
- 2) Two (2) copies of Certificate of Insurance for Commercial General Liability;
- 3) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;

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

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

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

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

16. Any disputes arising under this Agreement shall be settled either by commencement of a suit in Oakland County Circuit Court or by compulsory arbitration, at the election of the CITY. The CONTRACTOR shall notify the CITY of any dispute it has arising out

of this Agreement and shall demand that the CITY elect whether the dispute is to be resolved by submitting it to compulsory arbitration or by commencement of a suit in Oakland County Circuit Court. The CITY shall make its election in writing within thirty (30) days from the receipt of such notice. If the CITY elects to have the dispute resolved by compulsory arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan, with each of the parties appointing one arbitrator and the two thus appointed appointing a third. In the event the CITY fails to make such an election, any dispute between the parties may be resolved by the filing of a suit in the Oakland County Circuit Court.

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

CITY OF BIRMINGHAM


By: 
Rackeline J. Hoff, Mayor

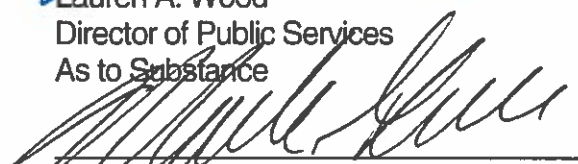
By: 
Laura M. Pierce, Clerk


J.H. HART URBAN FORESTRY
CONTRACTOR

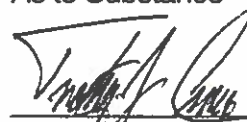
By: 
Its: 

APPROVED:


Lauren A. Wood
Director of Public Services
As to Substance


Mark Gerber, Director of Finance
As to Financial Obligation


Joseph A. Valentine, City Manager
As to Substance


Timothy J. Currier, City Attorney
As to Form

J.H.Hart Urban Forestry, Tree Maintenance, Bid Pricing, 2009-2018

Hourly Services	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018
Trim - 2 Member	\$85.02	\$85.02	\$85.02	\$85.02	\$85.02	\$85.02	\$85.02	\$89.27	\$93.73
Overtime Rate	\$117.21	\$117.21	\$117.21	\$117.21	\$117.21	\$117.21	\$117.21	\$123.07	\$129.22
Small Removal - 3 Member	\$119.94	\$119.94	\$119.94	\$119.94	\$119.94	\$119.94	\$119.94	\$125.94	\$132.23
Overtime Rate	\$166.14	\$166.14	\$166.14	\$166.14	\$166.14	\$166.14	\$166.14	\$174.45	\$183.17
Medium Removal - 4 Member	\$147.97	\$147.97	\$147.97	\$147.97	\$147.97	\$147.97	\$147.97	\$155.37	\$163.14
Overtime Rate	\$208.19	\$208.19	\$208.19	\$208.19	\$208.19	\$208.19	\$208.19	\$218.59	\$229.52
Large Removal - 5 Member	\$176.00	\$176.00	\$176.00	\$176.00	\$176.00	\$176.00	\$176.00	\$184.80	\$194.04
Overtime Rate	\$250.23	\$250.23	\$250.23	\$250.23	\$250.23	\$250.23	\$250.23	\$262.74	\$275.88
Stump Removal - 3 Member	\$147.51	\$147.51	\$147.51	\$147.51	\$147.51	\$147.51	\$147.51	\$154.89	\$162.63
Overtime Rate	\$193.71	\$193.71	\$193.71	\$193.71	\$193.71	\$193.71	\$193.71	\$203.40	\$213.57
Landscape - 2 Member	\$71.26	\$71.26	\$71.26	\$71.26	\$71.26	\$71.26	\$71.26	\$74.82	\$78.56
Overtime Rate	\$103.45	\$103.45	\$103.45	\$103.45	\$103.45	\$103.45	\$103.45	\$108.62	\$114.05
Tree Planting - 2 Member	\$112.59	\$112.59	\$112.59	\$112.59	\$112.59	\$112.59	\$112.59	\$118.22	\$124.13
Overtime Rate	\$144.78	\$144.78	\$144.78	\$144.78	\$144.78	\$144.78	\$144.78	\$152.01	\$159.61
Brush Pick Up - 2 Member	\$78.15	\$78.15	\$78.15	\$78.15	\$78.15	\$78.15	\$78.15	\$82.06	\$86.16
Overtime Rate	\$110.34	\$110.34	\$110.34	\$110.34	\$110.34	\$110.34	\$110.34	\$115.85	\$121.64
Holiday Lights - 2 Member	\$78.13	\$78.13	\$78.13	\$78.13	\$78.13	\$78.13	\$78.13	\$82.04	\$86.14
Overtime Rate	\$110.32	\$110.32	\$110.32	\$110.32	\$110.32	\$110.32	\$110.32	\$115.83	\$121.62
Foreman	\$36.34	\$36.34	\$36.34	\$36.34	\$36.34	\$36.34	\$36.34	\$38.16	\$40.06
Overtime Rate	\$54.51	\$54.51	\$54.51	\$54.51	\$54.51	\$54.51	\$54.51	\$57.24	\$60.09
Trimmer	\$36.34	\$36.34	\$36.34	\$36.34	\$36.34	\$36.34	\$36.34	\$38.16	\$40.06
Overtime Rate	\$54.51	\$54.51	\$54.51	\$54.51	\$54.51	\$54.51	\$54.51	\$57.24	\$60.09
Groundman	\$28.03	\$28.03	\$28.03	\$28.03	\$28.03	\$28.03	\$28.03	\$29.43	\$30.90
Overtime Rate	\$42.05	\$42.05	\$42.05	\$42.05	\$42.05	\$42.05	\$42.05	\$44.15	\$46.35
Aerial Tower	\$13.75	\$13.75	\$13.75	\$13.75	\$13.75	\$13.75	\$13.75	\$14.45	\$15.17
Brush Chipper	\$6.89	\$6.89	\$6.89	\$6.89	\$6.89	\$6.89	\$6.89	\$7.23	\$7.60
Dump Truck	\$6.89	\$6.89	\$6.89	\$6.89	\$6.89	\$6.89	\$6.89	\$7.23	\$7.60
Logging Truck	\$41.33	\$41.33	\$41.33	\$41.33	\$41.33	\$41.33	\$41.33	\$43.40	\$45.57
Stump-Machine	\$41.33	\$41.33	\$41.33	\$41.33	\$41.33	\$41.33	\$41.33	\$43.40	\$45.57
Pick-Up Truck	\$6.89	\$6.89	\$6.89	\$6.89	\$6.89	\$6.89	\$6.89	\$7.23	\$7.60
Aarow Board	\$6.89	\$6.89	\$6.89	\$6.89	\$6.89	\$6.89	\$6.89	\$7.23	\$7.60



CERTIFICATE OF LIABILITY INSURANCE

JHHR-1

OP ID: AB

DATE (mm/dd/yyyy)
05/31/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Johnston Lewis Associates, Inc 575 E. Maple Road Troy, MI 48063 Jay D. Sawmiller	CONTACT NAME Jay D. Sawmiller PHONE (A/C No. Ext.) 248-528-2400 FAX (A/C No.) 248-528-2414 EMAIL jsawmiller@johnstonlewis.com
INSURED J H Hart Urban Forestry J H Hart Company Inc. DBA 8600 Product Dr. Sterling Heights, MI 48312	INSURER(S) AFFORDING COVERAGE INSURER A : National Union Fire Ins Co INSURER B : New Hampshire Insurance Co. INSURER C : Travelers Insurance INSURER D : INSURER E : INSURER F :

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR. LTR	TYPE OF INSURANCE	ACORD FORM NO.	POLICY NUMBER	POLICY EFF. DATE (mm/dd/yyyy)	POLICY EXP. DATE (mm/dd/yyyy)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		015288297	08/01/2016	06/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOUND AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRE AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		CA4489780	06/01/2016	06/01/2017	COMBINED SINGLE LIMIT (EA OCCURRENCE) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		ZUP15351739	06/01/2016	06/01/2017	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in MI) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WC022286206	06/01/2016	06/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured: The City of Birmingham including all elected and appointed officials, all boards, commissions and/or authorities and board members. This coverage shall be primary to any coverage that may be available to the additional insured, whether any other available coverage be primary, contributing or excess. Cancellation shall be 30 dys except for non-payment

CERTIFICATE HOLDER

CANCELLATION

CITY0B2 City of Birmingham Bob Fox, Dept of Public Servc 851 S Eaton Birmingham, MI 48009	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

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Judd Hart
President & CEO



PO Box 222
Birmingham, MI
48012

800.404.9390
248.647.4408

f 586.795.0930
e info@jhhart.com

March 10, 2017

Ms. Lauren Wood
Director of DPS
City of Birmingham
851 S. Eton
Birmingham, MI 48009

Dear Ms. Wood,

On August 22, 2016, J. H. Hart Urban Forestry was granted a one (1) year extension on our existing tree care contract with the City of Birmingham. The extension has the ability, at the City's discretion, to extend the contract for an additional year in accordance with the attached pricing structure.

This letter is my formal request for the extension through June 30, 2018. Please advise me if I can assist in any way.

Regards,



Judd H. Hart

MAR 15 2017

J.H.Hart Urban Forestry, Tree Maintenance, Bid Pricing, 2009-2018

Hourly Services	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018
Trim - 2 Member	\$85.02	\$85.02	\$85.02	\$85.02	\$85.02	\$85.02	\$85.02	\$89.27	\$93.73
Overtime Rate	\$117.21	\$117.21	\$117.21	\$117.21	\$117.21	\$117.21	\$117.21	\$123.07	\$129.22
Small Removal - 3 Member	\$119.94	\$119.94	\$119.94	\$119.94	\$119.94	\$119.94	\$119.94	\$125.94	\$132.23
Overtime Rate	\$166.14	\$166.14	\$166.14	\$166.14	\$166.14	\$166.14	\$166.14	\$174.45	\$183.17
Medium Removal - 4 Member	\$147.97	\$147.97	\$147.97	\$147.97	\$147.97	\$147.97	\$147.97	\$155.37	\$163.14
Overtime Rate	\$208.19	\$208.19	\$208.19	\$208.19	\$208.19	\$208.19	\$208.19	\$218.59	\$229.52
Large Removal - 5 Member	\$176.00	\$176.00	\$176.00	\$176.00	\$176.00	\$176.00	\$176.00	\$184.80	\$194.04
Overtime Rate	\$250.23	\$250.23	\$250.23	\$250.23	\$250.23	\$250.23	\$250.23	\$262.74	\$275.88
Stump Removal - 3 Member	\$147.51	\$147.51	\$147.51	\$147.51	\$147.51	\$147.51	\$147.51	\$154.89	\$162.63
Overtime Rate	\$193.71	\$193.71	\$193.71	\$193.71	\$193.71	\$193.71	\$193.71	\$203.40	\$213.57
Landscape - 2 Member	\$71.26	\$71.26	\$71.26	\$71.26	\$71.26	\$71.26	\$71.26	\$74.82	\$78.56
Overtime Rate	\$103.45	\$103.45	\$103.45	\$103.45	\$103.45	\$103.45	\$103.45	\$108.62	\$114.05
Tree Planting - 2 Member	\$112.59	\$112.59	\$112.59	\$112.59	\$112.59	\$112.59	\$112.59	\$118.22	\$124.13
Overtime Rate	\$144.78	\$144.78	\$144.78	\$144.78	\$144.78	\$144.78	\$144.78	\$152.01	\$159.61
Brush Pick Up - 2 Member	\$78.15	\$78.15	\$78.15	\$78.15	\$78.15	\$78.15	\$78.15	\$82.06	\$86.16
Overtime Rate	\$110.34	\$110.34	\$110.34	\$110.34	\$110.34	\$110.34	\$110.34	\$115.85	\$121.64
Holiday Lights - 2 Member	\$78.13	\$78.13	\$78.13	\$78.13	\$78.13	\$78.13	\$78.13	\$82.04	\$86.14
Overtime Rate	\$110.32	\$110.32	\$110.32	\$110.32	\$110.32	\$110.32	\$110.32	\$115.83	\$121.62
Foreman	\$36.34	\$36.34	\$36.34	\$36.34	\$36.34	\$36.34	\$36.34	\$38.16	\$40.06
Overtime Rate	\$54.51	\$54.51	\$54.51	\$54.51	\$54.51	\$54.51	\$54.51	\$57.24	\$60.09
Trimmer	\$36.34	\$36.34	\$36.34	\$36.34	\$36.34	\$36.34	\$36.34	\$38.16	\$40.06
Overtime Rate	\$54.51	\$54.51	\$54.51	\$54.51	\$54.51	\$54.51	\$54.51	\$57.24	\$60.09
Groundman	\$28.03	\$28.03	\$28.03	\$28.03	\$28.03	\$28.03	\$28.03	\$29.43	\$30.90
Overtime Rate	\$42.05	\$42.05	\$42.05	\$42.05	\$42.05	\$42.05	\$42.05	\$44.15	\$46.35
Aerial Tower	\$13.75	\$13.75	\$13.75	\$13.75	\$13.75	\$13.75	\$13.75	\$14.45	\$15.17
Brush Chipper	\$6.89	\$6.89	\$6.89	\$6.89	\$6.89	\$6.89	\$6.89	\$7.23	\$7.60
Dump Truck	\$6.89	\$6.89	\$6.89	\$6.89	\$6.89	\$6.89	\$6.89	\$7.23	\$7.60
Logging Truck	\$41.33	\$41.33	\$41.33	\$41.33	\$41.33	\$41.33	\$41.33	\$43.40	\$45.57
Stump-Machine	\$41.33	\$41.33	\$41.33	\$41.33	\$41.33	\$41.33	\$41.33	\$43.40	\$45.57
Pick-Up Truck	\$6.89	\$6.89	\$6.89	\$6.89	\$6.89	\$6.89	\$6.89	\$7.23	\$7.60
Aarow Board	\$6.89	\$6.89	\$6.89	\$6.89	\$6.89	\$6.89	\$6.89	\$7.23	\$7.60

JH Hart Rate Comparisons

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

City of Birmingham									
Proposed ends 6-30-17	\$89.27	\$125.94	\$82.06	\$88.79	\$154.88	\$81.55	\$81.55	9/1/2016	6/30/2017

City of Birmingham									
Proposed ends 6-30-18	\$93.73	132.24	\$86.16	\$93.23	\$162.62	\$85.63	\$85.63		6/30/2018

BIRMINGHAM CITY COMMISSION MINUTES
AUGUST 22, 2016
MUNICIPAL BUILDING, 151 MARTIN
7:30 P.M.

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Rackeline J. Hoff, Mayor, called the meeting to order at 7:32 PM.

II. ROLL CALL

ROLL CALL:	Present,	Mayor Hoff Commissioner Bordman Commissioner Boutros Commissioner DeWeese Commissioner Harris Mayor Pro Tem Nickita Commissioner Sherman
	Absent,	None

Administration: City Manager Valentine, City Attorney Currier, Clerk Pierce, Police Chief Clemence, DPS Director Wood, Building Official Johnson, Planner Baka, HR Manager Taylor

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

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

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

IV. CONSENT AGENDA

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

08-262-16 APPROVAL OF CONSENT AGENDA

MOTION: Motion by Sherman, seconded by Bordman:

To approve the consent agenda as follows:

- A. Approval of City Commission minutes of July 11, 2016.
- B. Approval of City Commission minutes of July 25, 2016.
- C. Approval of City Commission minutes of August 8, 2016.
- D. Approval of warrant list, including Automated Clearing House payments, of August 10, 2016 in the amount of \$1,919,835.92.
- E. Approval of warrant list, including Automated Clearing House payments, of August 17, 2016 in the amount of \$6,342,450.41.
- F. Resolution approving the Contract for Ice Show Director with Brenda Willhite effective September 6, 2016 up to and including May 26, 2017. Further, authorizing the Mayor

and City Clerk to sign the Contract on behalf of the City of Birmingham upon receipt of all required insurances.

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

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

General Fund

Revenues:

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

Expenditures:

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

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

ROLL CALL VOTE:	Yeas,	Commissioner Bordman Commissioner Boutros Commissioner DeWeese Commissioner Harris Mayor Pro Tem Nickita Commissioner Sherman Mayor Hoff
	Nays,	None
	Absent,	None
	Abstention,	1, Hoff (from Warrant 244246 for payment as an election inspector)

V. UNFINISHED BUSINESS

VI. NEW BUSINESS

08-263-16

PUBLIC HEARING TO CONSIDER AMENDMENTS TO THE ZONING ORDINANCE REGARDING OUTDOOR STORAGE AND DISPLAY STANDARDS

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

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

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

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

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

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

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

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

MOTION: Motion by DeWeese, seconded by Nickita:

To adopt an ordinance amending Chapter 126, Zoning, Article 02, Sections 2.23, 2.27, 2.29, 2.31, 2.33, 2.35, 2.37, 2.39, Article 04, sections 4.12, 4.57, 4.67, 4.68, 4.69, 4.70, 4.71, Article 05, Sections 5.10, 5.12, 5.13, and Article 09, Section 9.02, amending the outdoor storage and display standards.

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

08-264-16 TREE CARE AND REMOVAL AGREEMENT

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

MOTION: Motion by Sherman, seconded by DeWeese:

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

Tree Trimming Contract account #101-441.003-819.0000. Further, to authorize the Mayor and City Clerk to sign the Agreement upon receipt of all required insurances.

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

VOTE: Yeas, 7
 Nays, None
 Absent, None

Dorothy Conrad expressed support of the contract.

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

MOTION: Motion by Bordman, seconded by Boutros:

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

VOTE: Yeas, 7
 Nays, None
 Absent, None

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

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

MOTION: Motion by Sherman, seconded by DeWeese:

To approve the settlement agreement of August 9, 2016 between the City and AFSCME Local 998 for a renewal of the collective bargaining agreement through June 30, 2020. Further, authorizing the transfer of the appropriate funds by the Finance Department.

VOTE: Yeas, 7
 Nays, None
 Absent, None

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

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

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

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

MOTION: Motion by Boutros, seconded by Nickita:

To approve the recommendation by Human Resources, to implement a 2% salary table adjustment and in-range adjustments based upon performance for full-time and part-time employees in the Department Head and Administrative/Management classifications effective July 1, 2016.

AND

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

AND

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

VOTE: Yeas, 7
Nays, None
Absent, None

VII. REMOVED FROM CONSENT AGENDA

VIII. COMMUNICATIONS

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

X. REPORTS

08-268-16 COMMISSIONER REPORTS

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

XI. ADJOURN

The meeting adjourned at 8:37 PM.

Laura M. Pierce
City Clerk



MEMORANDUM

Department of Public Services

DATE: August 12, 2016

TO: Joseph A. Valentine, City Manager

FROM: Lauren A. Wood, Director of Public Services

SUBJECT: Forestry Contract Extension

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

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

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

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

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

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

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

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

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

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

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

SUGGESTED RESOLUTION:

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

Judd Hart
President & CEO

July 29, 2016

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

Dear Lauren,

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

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

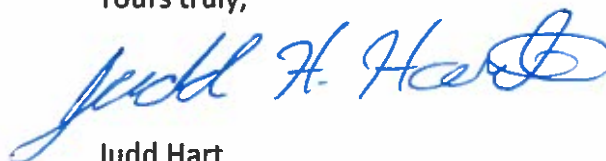
I would like to propose a 2-year contract extension to create long term consistency, cost savings for the City and stability for my company. This contract offers a long term fixed rate with reasonable rate increases. Based on our proven reliability and results, I would like to suggest the following:

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

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

Thank you for your consideration.

Yours truly,



Judd Hart



PO Box 222
Birmingham, MI
48012

800.404.9390
248.647.4408

f 586.795.0930
e info@jhhart.com

You deserve professional service. Your trees deserve professional care!



MEMORANDUM

Department of Public Services

DATE: July 5, 2016

TO: Lauren Wood, Public Services Director

FROM: Carrie Laird, Parks and Recreation Manager

SUBJECT: Forestry Services

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

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

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

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

Tree Trimming:

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

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

Tree Removals and Stump Grinding:

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

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

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

Brush Chipping:

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

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

Emergency Response:

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

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

Contract Term:

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

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

JH Hart Rate Comparisons

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

City of Birmingham									
Proposed ends 6-30-17	\$89.27	\$125.94	\$82.06	\$88.79	\$154.88	\$81.55	\$81.55	9/1/2016	6/30/2017

City of Birmingham									
Proposed ends 6-30-18	\$93.73	132.24	\$86.16	\$93.23	\$162.62	\$85.63	\$85.63		6/30/2018

**AMENDED AND RESTATED
TREE CARE AND REMOVAL AGREEMENT**

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

WITNESSETH:

WHEREAS, the CITY, through its Department of Public Service, desires to have the urban forest maintained along the CITY's right-of-ways, parks and other public properties including trimming, removal and planting, and,

WHEREAS, the CITY, through its Department of Public Service, desires to have the residential brush picked up and chipped along the CITY's right-of-ways, parks and other public properties, and,

WHEREAS the CITY, through its Department of Public Service, desires to have trees, shrubs and other vegetation for certain private lots that are determined by the Department of Public Services to be in violation of the CITY's vegetation ordinances cut trimmed and/or removed, and,

WHEREAS, the CITY, through its Department of Public Service, desires to have the holiday lights and decorations installed and removed along the CITY's right-of-ways, parks and other public properties, and,

WHEREAS the CITY, through its Department of Public Service, desires to have performed on its behalf and in connection therewith, has prepared a request for sealed proposals (RFP) endorsed "Tree Care and Removal Contract" which includes

certain instructions to bidders and specifications, and, in connection therewith, has advertised for and sought sealed proposals endorsed " Tree Care and Removal Contract," which includes certain qualifications, instructions to bidders, specifications, and General Contract Conditions (collectively the "RFP"), and,

WHEREAS, the CONTRACTOR has made a bid ("Bid") to provide tree care services including trimming, removal, planting, residential brush pickup, and holiday light/decoration installation and removal in accordance with the RFP, in the amount set forth in its bid form, and which bid has been accepted by the CITY.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE RESPECTIVE AGREEMENTS AND UNDERTAKINGS HEREIN CONTAINED, THE PARTIES AGREE AS FOLLOWS:

1. It is mutually agreed by and between the parties that the documents consisting of the April 2004 RFP documents, Bid, and all bid bonds required for this project shall be incorporated herein by reference, and shall become a part of this Agreement, and shall be binding upon both parties hereto. If any of these documents are in conflict with this Agreement, the terms of this Agreement shall take precedence, then the RFP documents, then the Bid.

2. The CONTRACTOR agrees to provide the labor, material supplies and equipment necessary to perform the services in accordance with the specifications and conditions contained in the RFP documents for a period of one (1) year, commencing on September 1, 2016 and ending June 30, 2017. The CITY, in its sole discretion, may extend this contract for an additional year (July 1, 2017 – June 30, 2018), upon thirty (30) days written notice.

3. The CITY agrees to pay the CONTRACTOR for the services rendered pursuant to this Agreement in the amounts set forth in the CONTRACTOR's pricing attached hereto and incorporated by reference. However, notwithstanding the terms of the Agreement, the City shall have the right to terminate this Agreement on ten (10) days written notice.

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

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

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

employer contributions on behalf of the CITY.

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

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

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

10. This Agreement shall be binding upon the successors and assigns of the parties hereto, but no such assignment shall be made by the CONTRACTOR without the prior written consent of the CITY. Any attempt at assignment without prior written consent shall be

void and of no effect.

11. The CONTRACTOR agrees that neither it nor its subcontractors will discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight or marital status. The CONTRACTOR shall inform the CITY of all claims or suits asserted against it by the CONTRACTOR's employees who work pursuant to this Agreement. The CONTRACTOR shall provide the CITY with periodic status reports concerning all such claims or suits, at intervals established by the CITY.

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

13. The CONTRACTOR shall not commence work under this Agreement until it has, at its sole expense, obtained the insurance required by this paragraph. All certificates

of insurance shall be with insurance carriers licensed and admitted to do business in the State of Michigan. The CONTRACTOR shall maintain during the life of this Agreement the types of insurance coverage and minimum limits as set forth below:

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

F. Proof of Insurance Coverage: CONTRACTOR shall provide the CITY at the time the contracts are returned for execution, Certificates of Insurance and/or policies, acceptable to the CITY, as listed below.

- 1) Two (2) copies of Certificate of Insurance for Workers' Compensation;
- 2) Two (2) copies of Certificate of Insurance for Commercial General Liability;
- 3) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;

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

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

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

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

16. Any disputes arising under this Agreement shall be settled either by commencement of a suit in Oakland County Circuit Court or by compulsory arbitration, at the election of the CITY. The CONTRACTOR shall notify the CITY of any dispute it has arising out

of this Agreement and shall demand that the CITY elect whether the dispute is to be resolved by submitting it to compulsory arbitration or by commencement of a suit in Oakland County Circuit Court. The CITY shall make its election in writing within thirty (30) days from the receipt of such notice. If the CITY elects to have the dispute resolved by compulsory arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan, with each of the parties appointing one arbitrator and the two thus appointed appointing a third. In the event the CITY fails to make such an election, any dispute between the parties may be resolved by the filing of a suit in the Oakland County Circuit Court.

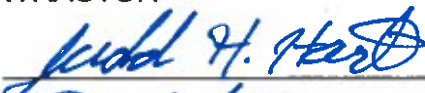
IN WITNESS WHEREOF, the said parties have caused this Agreement to be executed as of the date and year above written.

CITY OF BIRMINGHAM

By: _____
Rackeline J. Hoff, Mayor


By: _____
Laura M. Pierce, Clerk

J.H. HART URBAN FORESTRY
CONTRACTOR

By: 

Its: 

APPROVED:


Lauren A. Wood
Director of Public Services
As to Substance

Joseph A. Valentine, City Manager
As to Substance

Mark Gerber, Director of Finance
As to Financial Obligation

Timothy J. Currier, City Attorney
As to Form

J.H.Hart Urban Forestry, Tree Maintenance, Bid Pricing, 2009-2018

Hourly Services	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018
Trim - 2 Member	\$85.02	\$85.02	\$85.02	\$85.02	\$85.02	\$85.02	\$85.02	\$89.27	\$93.73
Overtime Rate	\$117.21	\$117.21	\$117.21	\$117.21	\$117.21	\$117.21	\$117.21	\$123.07	\$129.22
Small Removal - 3 Member	\$119.94	\$119.94	\$119.94	\$119.94	\$119.94	\$119.94	\$119.94	\$125.94	\$132.23
Overtime Rate	\$166.14	\$166.14	\$166.14	\$166.14	\$166.14	\$166.14	\$166.14	\$174.45	\$183.17
Medium Removal - 4 Member	\$147.97	\$147.97	\$147.97	\$147.97	\$147.97	\$147.97	\$147.97	\$155.37	\$163.14
Overtime Rate	\$208.19	\$208.19	\$208.19	\$208.19	\$208.19	\$208.19	\$208.19	\$218.59	\$229.52
Large Removal - 5 Member	\$176.00	\$176.00	\$176.00	\$176.00	\$176.00	\$176.00	\$176.00	\$184.80	\$194.04
Overtime Rate	\$250.23	\$250.23	\$250.23	\$250.23	\$250.23	\$250.23	\$250.23	\$262.74	\$275.88
Stump Removal - 3 Member	\$147.51	\$147.51	\$147.51	\$147.51	\$147.51	\$147.51	\$147.51	\$154.89	\$162.63
Overtime Rate	\$193.71	\$193.71	\$193.71	\$193.71	\$193.71	\$193.71	\$193.71	\$203.40	\$213.57
Landscape - 2 Member	\$71.26	\$71.26	\$71.26	\$71.26	\$71.26	\$71.26	\$71.26	\$74.82	\$78.56
Overtime Rate	\$103.45	\$103.45	\$103.45	\$103.45	\$103.45	\$103.45	\$103.45	\$108.62	\$114.05
Tree Planting - 2 Member	\$112.59	\$112.59	\$112.59	\$112.59	\$112.59	\$112.59	\$112.59	\$118.22	\$124.13
Overtime Rate	\$144.78	\$144.78	\$144.78	\$144.78	\$144.78	\$144.78	\$144.78	\$152.01	\$159.61
Brush Pick Up - 2 Member	\$78.15	\$78.15	\$78.15	\$78.15	\$78.15	\$78.15	\$78.15	\$82.06	\$86.16
Overtime Rate	\$110.34	\$110.34	\$110.34	\$110.34	\$110.34	\$110.34	\$110.34	\$115.85	\$121.64
Holiday Lights - 2 Member	\$78.13	\$78.13	\$78.13	\$78.13	\$78.13	\$78.13	\$78.13	\$82.04	\$86.14
Overtime Rate	\$110.32	\$110.32	\$110.32	\$110.32	\$110.32	\$110.32	\$110.32	\$115.83	\$121.62
Foreman	\$36.34	\$36.34	\$36.34	\$36.34	\$36.34	\$36.34	\$36.34	\$38.16	\$40.06
Overtime Rate	\$54.51	\$54.51	\$54.51	\$54.51	\$54.51	\$54.51	\$54.51	\$57.24	\$60.09
Trimmer	\$36.34	\$36.34	\$36.34	\$36.34	\$36.34	\$36.34	\$36.34	\$38.16	\$40.06
Overtime Rate	\$54.51	\$54.51	\$54.51	\$54.51	\$54.51	\$54.51	\$54.51	\$57.24	\$60.09
Groundman	\$28.03	\$28.03	\$28.03	\$28.03	\$28.03	\$28.03	\$28.03	\$29.43	\$30.90
Overtime Rate	\$42.05	\$42.05	\$42.05	\$42.05	\$42.05	\$42.05	\$42.05	\$44.15	\$46.35
Aerial Tower	\$13.75	\$13.75	\$13.75	\$13.75	\$13.75	\$13.75	\$13.75	\$14.45	\$15.17
Brush Chipper	\$6.89	\$6.89	\$6.89	\$6.89	\$6.89	\$6.89	\$6.89	\$7.23	\$7.60
Dump Truck	\$6.89	\$6.89	\$6.89	\$6.89	\$6.89	\$6.89	\$6.89	\$7.23	\$7.60
Logging Truck	\$41.33	\$41.33	\$41.33	\$41.33	\$41.33	\$41.33	\$41.33	\$43.40	\$45.57
Stump-Machine	\$41.33	\$41.33	\$41.33	\$41.33	\$41.33	\$41.33	\$41.33	\$43.40	\$45.57
Pick-Up Truck	\$6.89	\$6.89	\$6.89	\$6.89	\$6.89	\$6.89	\$6.89	\$7.23	\$7.60
Aarow Board	\$6.89	\$6.89	\$6.89	\$6.89	\$6.89	\$6.89	\$6.89	\$7.23	\$7.60



JHHAR-1

OP ID: AB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/31/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Johnston Lewis Associates, Inc
575 E. Maple Road
Troy, MI 48063
Jay D. Sawmiller

CONTACT NAME: Jay D. Sawmiller

PHONE (A/C No. Ext): 248-528-2400

FAX (A/C No): 248-528-2414

E-MAIL ADDRESS: jaysawmiller@johnstonlewis.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURED
J H Hart Urban Forestry
J H Hart Company Inc. DBA
6600 Product Dr.
Sterling Heights, MI 48312

INSURER A: National Union Fire Ins Co

INSURER B: New Hampshire Insurance Co.

INSURER C: Travelers Insurance

19046

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

RISK LTR	TYPE OF INSURANCE	ADDL. INFO REQD / WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		GL5268297	06/01/2016	06/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOF AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRE AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		CA4489780	06/01/2016	06/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0		ZUP15S51739	06/01/2016	06/01/2017	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in MI) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WC022296206	06/01/2016	06/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured: The City of Birmingham including all elected and appointed officials, all boards, commissions and/or authorities and board members. This coverage shall be primary to any coverage that may be available to the additional insured, whether any other available coverage be primary, contributing or excess. Cancellation shall be 30 dys except for non-payment

CERTIFICATE HOLDER

CITYOB2

City of Birmingham
Bob Fox, Dept of Public Servic
851 S Eaton
Birmingham, MI 48009

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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April 20, 2017

Ms. Cherilynn Brown
City Clerk
City of Birmingham
151 Martin Street
Birmingham, MI 48012

Re: Museum Board

Dear Ms. Brown:

It has become apparent that my ongoing health conditions will preclude me from returning to my position as a Museum Board member. Regretfully, I submit this letter of resignation. I appreciate to have had this opportunity to serve the City of Birmingham.

Sincerely,

Gretchen Maricak
1040 Chapin Avenue
Birmingham, MI 48009

SUGGESTED RESOLUTION:

To accept Ms. Maricak's resignation from the Museum Board, thank her for her service, and direct the Clerk to begin the process to fill the vacancy.



Cherilynn Brown <cbrown@bhamgov.org>

Museum Board Opening

1 message

Leslie Pielack <lpielack@bhamgov.org>
To: Cherilynn Brown <cbrown@bhamgov.org>

Thu, May 4, 2017 at 1:17 PM

Good afternoon, Cherilynn:

Unfortunately, it was necessary for James Cristbrook to resign from his position on the Museum Board due to unexpected health issues, which is effective today, 5/4/2017. He filled the business owner position on the board.

Could you please inform the commission and also post the opening?

Thank you,
Leslie

--

Leslie Pielack
Director
Birmingham Museum
248.530.1928

SUGGESTED RESOLUTION:

To accept Mr. Cristbrook's resignation from the Museum Board, thank him for his service, and direct the Clerk to begin the process to fill the vacancy.



MEMORANDUM

City Clerk's Office

DATE: May 2, 2017

TO: Joseph A. Valentine, City Manager

FROM: J. Cherilynn Brown, City Clerk

SUBJECT: Amended Special Event Request
Celebrate Birmingham Hometown Parade

Attached is an amended special event application submitted by the City of Birmingham requesting permission to hold the Celebrate Birmingham Hometown Parade on Sunday, May 21, 2017, in the downtown area. The proposed amendment changes the parade route to the historic route: North on Old Woodward from Brown, west on Maple, south on Bates and ending at Shain Park. A revised notice has been sent to affected properties along this revised route.

When the City Commission approved the original special event request on February 27, 2017, the historic route was modified to accommodate the Old Woodward reconstruction project. With that project postponed until later in the year, interest was expressed in having the parade revert to its usual route.

The parade staging area will be located on South Old Woodward, south of Brown.

The amended 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 May and have not yet submitted an application. These events do not pose a conflict with the proposed event.

Event Name	Date	Location
Farmers Market	Sundays	Lot 6
Art Birmingham	May 12-14	Shain Park
Michigan Parkinson's Walkathon	May 20	Seaholm H.S. neighborhood
Ice Show	May 21	Ice Arena

SUGGESTED RESOLUTION:

To approve an amended request submitted by the City of Birmingham to hold Celebrate Birmingham Parade on Sunday, May 21, 2017, contingent upon compliance with all permit and insurance requirements and payment of all fees and, further pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event.

AMENDED
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 _____ April 25, 2017 _____

Name of Event _____ Birmingham Hometown Parade & Party in Shain Park _____

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

Annual parade ending with family events in Shain Park _____

Location: _____ South Old Woodward, Maple, Martin, Henrietta, and Bates _____

Date(s) of Event: _____ May 21, 2017 _____

Hours of Event _____ 1:00 to 4:00 p.m. _____

Date(s) of Set-up _____ May 21, 2017 _____ Hours of Set-up _____ 9:00 a.m. _____

- Parade staging/set up 9:00 a.m. (South Old Woodward, Brown to the triangle area)
- Parade: 1:00 p.m. (begins at Brown/Old Woodward, travels north on Old Woodward, west on Maple, ends in Shain Park)
- Activities in Park: set up begins at 10:00 a.m., activities held from 1:00 p.m.-4 p.m.

Date(s) of Tear-down : _____ May 21, 2017 _____ Hours of Tear-down: _____ 4:00 to 6:00 p.m. _____

Organization Sponsoring Event _____ City of Birmingham _____

Organization Address _____ 151 Martin _____

Organization Phone _____ 248.530.1880 _____

Contact Person _____ Cherilynn Brown _____

Contact Phone _____ 248-530-1802 _____

Contact Email _____

_____ cbrown@bhamgov.org _____

II. EVENT INFORMATION

1. Organization Type City
(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.) TBA
3. Is the event a fundraiser? NO
List beneficiary
List expected income
Attach information about the beneficiary.
4. First time event in Birmingham? NO
If no, describe: Annual event
5. Total number of people expected to attend per day 2,000
6. The event will be held on the following City property: (Please list)
☐ Street(s) South Old Woodward, Maple, Martin, Henrietta and Bates

☐ Sidewalk(s) same as above

☐ Park(s) Shain Park
7. Will street closures be required? YES
8. What parking arrangements will be necessary to accommodate attendance?
Parking Structure

9. Will staff be provided to assist with safety, security and maintenance? YES
Describe: with additional parade volunteers
10. Will the event require safety personnel (police, fire, paramedics)? YES
Describe: Police personnel at barricades; Police department escort in and at end of parade; request fire department truck in parade.
11. Will alcoholic beverages be served? 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
X Live X Amplification Recorded X Loudspeakers
Time music will begin 1:00 pm
Time music will end 4:00 pm
Location of live band, DJ, loudspeakers, equipment must be shown on the layout map.
13. Will there be signage in the area of the event? YES
Number of signs/banners 3 Banners (Pierce, Chester and N. Old Woodward Structures)
Size of signs/banners _____
Submit a photo/drawing of the sign(s). A sign permit is required.
14. Will food/beverages/merchandise be sold? YES
- Peddler/vendor permits must be submitted to the Clerk's Office, at least two weeks prior to the event.
 - All food/beverage vendors must have Oakland County Health Department approval.
 - Attach copy of Health Dept approval.
 - There is a \$50.00 application fee for all vendors and peddlers, in addition to the \$10.00 daily fee, per location. A background check must be submitted for each employee participating at the event.

LIST OF VENDORS/PEDDLERS

(attach additional sheet if necessary)

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

III. EVENT LAYOUT

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

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

EQUIPMENT	QUANTITY	COST	NOTES
Picnic Tables	0	6 for \$200.00	A request for more than six tables will be evaluated based on availability.
Trash Receptacles	6	\$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	1	\$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)	TBD # 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	0	\$200.00 per day	Must meet with City representative.
Meter Bags / Traffic Cones / Barricades	# to be determined by the Police Department.		

- Trash receptacles at Brown and Old Woodward along parade route; plastic bags delivered to city hall for changing by DPS employees and volunteers.

2. Will the following be constructed or located in the area of the event? **YES**
(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)	TBD	10 x 10
Portable Toilets	5	
Rides		
Displays		
Vendors	4	TBD
Temporary Structure (must attach a photo)		
Inflatables	1	TBD

COMMUNITY HOUSE

LIBRARY

BATES STREET

TOWNSEND STREET

MARTIN STREET

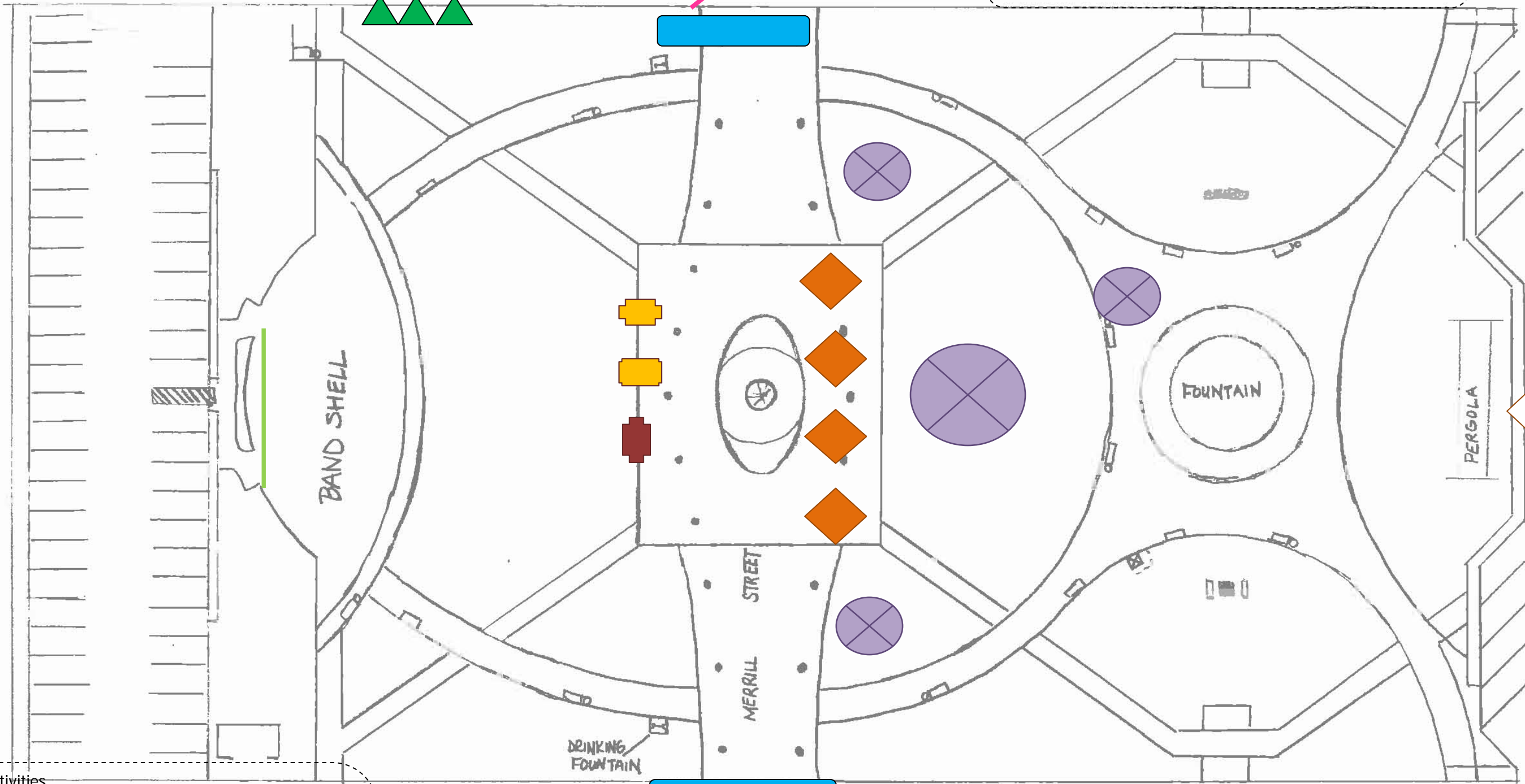
N

- Activities
- Sponsors/Vendor Booths
- Info Booth
- Tents
- Portajohns
- Food Vendors
- Street Closure
- Band
- Garbage Dumpster

HENRIETTA STREET

TOWNSEND HOTEL

CITY HALL



2017 CELEBRATE BIRMINGHAM PARADE

Revised Parade Route



LEGEND

- Street Closure
- - - Parade Route
- Participant Staging Area
- X** Announcer Platform
- P** Parking Structure



AMENDED SPECIAL EVENT NOTIFICATION

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. The proposed amendment alters the parade route.

NAME OF EVENT: Celebrate Birmingham Parade & Party in the Park
LOCATION: Downtown Birmingham – Old Woodward and Shain Park (see attached map)
DATES/TIMES: Sunday, May 21, 2017

- Parade staging/set up: 9:00 AM (South Old Woodward, Brown to the triangle area)
- Parade: at 1:00 PM (begins at Brown/Old Woodward, travels north on Old Woodward, west on Maple, ends in Shain Park)
- Activities in the Park: set up begins at 10:00 AM, activities held from 1:00 PM – 4:00 PM

DATE/TIME OF CITY COMMISSION MEETING: Monday, May 8, 2017, 7:30 PM
The city commission meets in room 205 of the Municipal Building at 151 Martin. 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).

EVENT ORGANIZER: City of Birmingham, Celebrate Birmingham Parade Committee
City Staff Contact: Cherilynn Brown, 248.530.1802, cbrown@bhamgov.org
www.bhamgov.org/parade

TO MANAGERS OF BUILDINGS CONTAINING MORE THAN ONE UNIT: PLEASE POST THIS NOTICE AT THE MAIN ENTRANCE TO YOUR BUILDING.



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- Parade: at 1:00 PM (begins at Brown/Old Woodward, travels north on Old Woodward, west on Maple, ends in Shain Park)
- Activities in the Park: set up begins at 10:00 AM, activities held from 1:00 PM – 4:00 PM

DATE/TIME OF CITY COMMISSION MEETING: Monday, May 8, 2017, 7:30 PM
The city commission meets in room 205 of the Municipal Building at 151 Martin. 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).

EVENT ORGANIZER: City of Birmingham, Celebrate Birmingham Parade Committee
City Staff Contact: Cherilynn Brown, 248.530.1802, cbrown@bhamgov.org
www.bhamgov.org/parade

TO MANAGERS OF BUILDINGS CONTAINING MORE THAN ONE UNIT: PLEASE POST THIS NOTICE AT THE MAIN ENTRANCE TO YOUR BUILDING.

[illegible][illegible]

DEPARTMENT APPROVALS

EVENT NAME CELEBRATE BIRMINGHAM PARADE

LICENSE NUMBER #17-00010923

COMMISSION HEARING DATE MAY 8, 2017

NOTE TO STAFF: Please submit approval by **May 1, 2017**

DATE OF EVENT: MAY 21, 2017

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)
PLANNING 101-000.000-634.0005 248.530.1855	SC	No planning department involvement.	None	\$0	\$0
BUILDING 101-000.000.634.0005 248.530.1850	SW	No building department involvement	None	\$0	
FIRE 101-000.000-634.0004 248.530.1900		<ol style="list-style-type: none">1. No Smoking in any tents or canopy. Signs to be posted.2. All tents and Canopies must be flame resistant with certificate on site.3. No open flame or devices emitting flame, fire or heat in any tents. Cooking devices shall not be permitted within 20 feet of the tents.4. Tents and Canopies must be properly anchored for the weather conditions, no stakes allowed.5. Clear Fire Department access of 12 foot aisles must be maintained, no tents, canopies or other obstructions in the access aisle unless approved by the Fire Marshal.6. Pre-event site inspection required.			

		<p>7. A prescheduled inspection is required for food vendors through the Bldg. dept. prior to opening.</p> <p>8. All food vendors are required to have an approved 5lbs. multi-purpose (ABC) fire extinguisher on site and accessible.</p> <p>9. Cords, hoses, etc. shall be matted to prevent trip hazards.</p> <p>10. Exits must be clearly marked in tents/structures with an occupant load over 50 people.</p> <p>11. Paramedics will respond from the fire station as needed. Dial 911 for fire/rescue/medical emergencies.</p> <p>12. A permit is required for Fire hydrant usage.</p> <p>13. Do Not obstruct fire hydrants or fire sprinkler connections on buildings.</p> <p>14. Provide protective barriers between hot surfaces and the public.</p> <p>All cooking hood systems that capture grease laden vapors must have an approved suppression system and a K fire extinguisher in addition to the ABC Extinguisher</p>			
POLICE 101-000.000.634.0003 248.530.1870		Street closure and Personnel.		\$0	\$0
PUBLIC SERVICES 101-000.000-634.0002 248.530.1642		Includes Barricade placement and removal, and any setup or removal occurring on weekdays before and after event. Does NOT include any costs occurring weekend of event. If assistance is requested for weekend of the event, there will be additional costs.		\$1,600	
ENGINEERING 101-000.000.634.0002 248.530.1839	AF	Provide advance warning of Old Woodward closure on northbound Woodward Ave.	None	\$0	\$0

INSURANCE 248.530.1807	ca	City event	None	\$0	\$0
CLERK 101-000.000-614.0000 248.530.1803		Notification letters mailed on 4/26/17. Notification addresses on file in the Clerk's Office. Evidence of required insurance must be on file with the Clerk's Office no later than (city event).	Applications for vendors license must be submitted no later than 5/5/17.	\$0 (city event)	
				TOTAL DEPOSIT REQUIRED \$1,600	ACTUAL COST

FOR CLERK'S OFFICE USE

Deposit paid _____

Actual Cost _____

Due/Refund _____



MEMORANDUM

Planning Division

DATE: May 1, 2017

TO: Joseph A. Valentine, City Manager

FROM: Matthew Baka, Senior Planner

APPROVED: Jana L. Ecker, Planning Director

SUBJECT: Set Public Hearing for 160 W. Maple, Dick O Dow's
Special Land Use Permit and Final Site Plan

The subject site, Dick O Dow's, is located at 160 W. Maple, on the north side of W. Maple west of Pierce. The parcel is zoned B-4, Business-Residential and D-4 in the Downtown Overlay District. The applicant, Dick O Dow's, is proposing to renovate the rear façade of the building and make interior modifications. The establishment operates with an existing Class C quota liquor license. Article 06, section 6.02 Continuance of Nonconformity, A (5) requires that any establishment with alcoholic beverage sales (on-premise consumption) shall obtain a Special Land Use Permit upon change in ownership or name of establishment, or upon application for a site plan review. Accordingly, the applicant is required to obtain a recommendation from the Planning Board on the Final Site Plan and Special Land Use Permit, and then obtain approval from the City Commission for the Final Site Plan and Special Land Use Permit.

On April 26, 2017, the Planning Board conducted a public hearing to discuss a request by the applicant to renovate the rear façade of the building. The Planning Board voted unanimously to recommend approval to the City Commission of the Special Land Use Permit ("SLUP") and Final Site Plan for 160 W. Maple, Dick O Dow's with the following conditions:

1. No outdoor seating is allowed under this current proposal;
2. That the rear door not be open after midnight;
3. That when the rear door is open live music only be at the south end of the facility on the south side of the dividing doors.

As the proposed establishment is located within the Central Business District Historic District, the applicant is also required to appear before the Historic District Commission (HDC). The applicant is scheduled to appear at the May 3rd, 2017 HDC meeting.

Thus, the Planning Division requests that the City Commission set a public hearing date for **June 12, 2017** to consider approval of the Final Site Plan and Special Land Use Permit to allow the renovation of Dick O Dow's at 160 W. Maple. Please find attached the staff report presented to the Planning Board, along with the relevant meeting minutes for your review.

SUGGESTED ACTION:

To set a public hearing date of June 12, 2017 to consider the Final Site Plan and Special Land Use Permit for 160 W. Maple - Dick O Dow's, to allow the renovation of an existing restaurant.

**DICK O DOW'S
160 W. MAPLE
SPECIAL LAND USE PERMIT
2017**

- WHEREAS, Dick O Dow's has filed an application pursuant to Article 7, section 7.34 of Chapter 126, Zoning, of the City Code to renovate an existing restaurant with alcoholic beverage sales for on-premise consumption under Chapter 126, Zoning, of the City Code;
- WHEREAS, The land for which the Special Land Use Permit is sought is located on the north side of W. Maple between Pierce and Henrietta;
- WHEREAS, The land is zoned B-4 and D-4, and is located within the Downtown Birmingham Overlay District, which permits restaurants with alcoholic beverage sales for on-premise consumption with a Special Land Use Permit;
- WHEREAS, Article 7, section 7.34 of Chapter 126, Zoning requires a Special Land Use Permit to be considered and acted upon by the Birmingham City Commission, after receiving recommendations on the site plan and design from the Planning Board for the proposed Special Land Use;
- WHEREAS, The Planning Board on April 26, 2017 reviewed the application for Final Site Plan and Special Land Use Permit and recommended approval of the proposed changes for 160 W. Maple, Dick O Dow's, to renovate the rear façade and interior of the restaurant with the following conditions:
1. No outdoor seating is allowed under this current proposal;
 2. That the rear door not be open after midnight;
 3. That when the rear door is open live music only be at the south end of the facility on the south side of the dividing doors.
- WHEREAS, The applicant has agreed to comply with all conditions for approval as recommended by the Planning Board on April 26th, 2017;
- WHEREAS, The Birmingham City Commission has reviewed Dick O Dow's Special Land Use Permit Amendment application and the standards for such review as set forth in Article 7, section 7.36 of Chapter 126, Zoning, of the City Code;
- NOW, THEREFORE, BE IT RESOLVED, The Birmingham City Commission finds the standards imposed under the City Code have been met, subject to the conditions below, and that Dick O Dow's application for a Special Land Use Permit authorizing the renovation of an existing establishment with alcoholic beverage sales (on-premise consumption) at 160 W. Maple in accordance with Chapter 10, Alcoholic Liquors, is hereby approved;
- BE IT FURTHER RESOLVED, That the City Commission determines that to assure continued compliance with Code standards and to protect public health, safety, and welfare, this Special Land Use Permit is granted subject to the following conditions:
-

1. Dick O Dow's shall abide by all provisions of the Birmingham City Code;
2. The Special Land Use Permit may be cancelled by the City Commission upon finding that the continued use is not in the public interest; and
3. Dick O Dow's enter into a contract with the City outlining the details of the proposed restaurant.

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

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

I, Cherilynn Brown, City Clerk of the City of Birmingham, Michigan, do hereby certify that the foregoing is a true and correct copy of the resolution adopted by the Birmingham City Commission at its regular meeting held on June 12th, 2017.

Cherilynn Brown, City Clerk

Cheryl Anobile
111 Willits
Birmingham, MI 48009

April 20, 2017

City of Birmingham
Planning Board

Jana Ecker
Planning Director

Per our phone conversation regarding the Application for Special Land Use Permit to make design changes to the existing restaurant to open up the rear and add outdoor dining into the via by Dick O'Dows Irish Pub, 160 W. Maple, Birmingham, MI, you suggested an email be sent to you.

The current noise coming from the back of Dick O-Dows is extremely loud in the evening and well into the early am hours. It is very disturbing to be in your household and continually hear the high level of noise, loud conversation, yelling, etc. all evening and worsening into the late night/early am hours. It is very difficult to sleep and have an enjoyable evening with all of this constant carrying on from the patrons that use the back entrance/exit for smoking, hanging out or for whatever reason they congregate outside the closed doors of Dick O'Dows. These people are coming in and out of their establishment.

I would assume that currently not all patrons are aware of the back alley-way entrance/exit, so with the new proposal this will only compound the noise and increase the on-foot traffic in the alley-way itself. Both of these concerns would be significantly raised to a much higher level as stated. In addition, the size of the proposed opening is only going to amplify and the amount of individual voices will substantially increase.

Has anyone done a study on the current noise coming from back there on various evenings? Is there a time limit closure for this opening? There are residents living in their backyard, has that been considered? Would you like this in your backyard?

I oppose this new development due to the above factors.



MEMORANDUM

Planning Department

DATE: April 21, 2017

TO: Planning Board members

FROM: Matthew Baka, Senior Planner

SUBJECT: 160 W. Maple, Dick O Dow's – Special Land Use Permit and Final Site Plan Review

Executive Summary

The subject site, Dick O Dow's, is located at 160 W. Maple, on the north side of W. Maple west of Pierce. The parcel is zoned B-4, Business-Residential and D-4 in the Downtown Overlay District. The applicant, Dick O Dow's, is proposing to renovate the rear façade of the building, make interior modifications and add new signage. The establishment operates with an existing Class C quota liquor license. Article 06, section 6.02 Continuance of Nonconformity, A (5) requires that any establishment with alcoholic beverage sales (on-premise consumption) shall obtain a Special Land Use Permit upon change in ownership or name of establishment, or upon application for a site plan review. Accordingly, the applicant is required to obtain a recommendation from the Planning Board on the Final Site Plan and Special Land Use Permit, and then obtain approval from the City Commission for the Final Site Plan and Special Land Use Permit. As the proposed establishment is located within the Central Business District Historic District, the applicant is also required to appear before the Historic District Commission (HDC). The applicant is scheduled to appear at the May 3rd, 2017 HDC meeting.

1.0 Land Use and Zoning

- 1.1 Existing Land Use - The existing site is used for retail and commercial purposes. Land uses surrounding the site are also retail and commercial, with multi-family residential to the north.
- 1.2 Existing Zoning – The property is currently zoned B-4, Business-Residential, and D-4 in the Downtown Overlay District. The existing use and surrounding uses appear to conform to the permitted uses of each Zoning District.
- 1.3 Summary of Land Use and Zoning - The following chart summarizes existing land use and zoning adjacent to and/or in the vicinity of the subject site.

	North	South	East	West
Existing Land Use	Commercial / Retail & Residential	Commercial / Retail	Commercial / Retail	Commercial / Retail
Existing Zoning District	B-4, Business-Residential	B-4, Business-Residential	B-4, Business-Residential	B-4, Business-Residential
Downtown Overlay Zoning District	D-4	D-4	D-4	D-4

2.0 Screening and Landscaping

- 2.1 Screening – The existing dumpster has been removed. Any new dumpsters or trash receptacles must be screened in accordance with the Zoning Ordinance
- 2.2 Landscaping – No changes are proposed.

3.0 Parking, Loading, Access, and Circulation

- 3.1 Parking – As the subject site is located within the Parking Assessment District, the applicant is not required to provide on-site parking.
- 3.2 Loading – No changes are proposed
- 3.3 Vehicular Access & Circulation - Vehicular access to the building will not be altered.
- 3.4 Pedestrian Access & Circulation – No changes proposed.
- 3.5 Streetscape – The applicant is not proposing to alter the existing sidewalk, street trees, or light poles.

4.0 Lighting

No new lighting is proposed at this time.

5.0 Departmental Reports

- 5.1 Engineering Division – The engineering Division has no concerns.

-
- 5.2 Department of Public Services – No concerns were reported from the DPS.
- 5.3 Fire Department – The Fire Department has no concerns.
- 5.4 Police Department - The Police Department has no concerns.
- 5.5 Building Department - As requested, the Building Department has examined the plans for the proposed project referenced above. The plans were provided to the Planning Department for site plan review purposes only and present conceptual elevations and floor plans. Although the plans lack sufficient detail to perform a code review, the following comments are offered for Planning Board and/or Design Review Board and applicant consideration:

The Building Department has provided their standard comments.

6.0 Design Review

The applicant is proposing to renovate the existing rear façade by installing a large roll up door, eliminating the dumpster enclosure and reducing the existing double entrance door down to a single door. The applicant is also proposing extensive renovation to the interior of the building.

Rear Façade

The proposed roll up door would be 20' x 11' with insulated glass in an aluminum frame on bi-fold steel strap by "Schweiss Doors". The double door at the west end of the rear façade is proposed to be replaced with a single wood and glass door that will be accented with a small steel canopy above constructed on a steel tube frame. The canopy is proposed to be supported by a steel bracket and hold back. The remainder of the rear façade is concrete block which is proposed to be painted BM2126-20 "Raccoon Fur".

Interior changes

The back half of the building interior is proposed to be demolished and rearranged to create a second bar and seating area. The new bar is proposed to have 18 seats and the table seating is proposed to total 62 seats. In addition to the new bar and seating area the applicant is proposing to install two new walk-in refrigeration units and to relocate the stair case to the basement.

Signage

No signage changes are proposed at this time.

7.0 Downtown Birmingham 2016 Overlay District

The site is located within the D-4 zone of the DB 2016 Regulating Plan, within the Downtown Birmingham Overlay District. The Planning Division finds the proposed site plan adequately implements the goals of the plan as they relate to the activation of alleys and passages. The 2016 Plan states that the alleys and passages of Birmingham are underutilized spaces and that they should be maintained at a standard comparable to the

sidewalks in town and that outdoor dining specifically should be encouraged. While the applicant is not proposing to implement outdoor dining in the alley, the installation of the roll-up door will create an interaction with the alley that will create more activity and vibrancy.

8.0 Approval Criteria

In accordance with Article 7, section 7.27 of the Zoning Ordinance, the proposed plans for development must meet the following conditions:

- (1) The location, size and height of the building, walls and fences shall be such that there is adequate landscaped open space so as to provide light, air and access to the persons occupying the structure.
- (2) The location, size and height of the building, walls and fences shall be such that there will be no interference with adequate light, air and access to adjacent lands and buildings.
- (3) The location, size and height of the building, walls and fences shall be such that they will not hinder the reasonable development of adjoining property not diminish the value thereof.
- (4) The site plan, and its relation to streets, driveways and sidewalks, shall be such as to not interfere with or be hazardous to vehicular and pedestrian traffic.
- (5) The proposed development will be compatible with other uses and buildings in the neighborhood and will not be contrary to the spirit and purpose of this chapter.
- (6) The location, shape and size of required landscaped open space is such as to provide adequate open space for the benefit of the inhabitants of the building and the surrounding neighborhood.

9.0 Approval Criteria for Special Land Use Permits

Article 07, section 7.34 of the Zoning Ordinance specifies the procedures and approval criteria for Special Land Use Permits. Use approval, site plan approval, and design review are the responsibilities of the City Commission. This section reads, in part:

Prior to its consideration of a special land use application (SLUP) for an initial permit or an amendment to a permit, the **City Commission shall refer the site plan and the design to the Planning Board for its review and recommendation. After receiving the recommendation, the City Commission shall review the site plan and design of the buildings and uses proposed** for the site described in the application of amendment.

The City Commission's approval of any special land use application or amendment pursuant to this section shall constitute approval of the site plan and design.

10.0 Suggested Action

Based on a review of the site plans submitted, the Planning Division recommends that the Planning Board recommend APPROVAL of the applicant's request for Final Site Plan and a SLUP for 160 W. Maple, Dick O' Dow's.

11.0 Sample Motion Language

Based on a review of the site plans submitted, the Planning Division recommends that the Planning Board recommend APPROVAL of the applicant's request for Final Site Plan and a SLUP for 160 W. Maple, Dick O' Dow's.

OR

Motion to recommend DENIAL of the Final Site Plan and SLUP to the City Commission for 160 W. Maple, Dick O' Dow's, for the following reasons:

1. _____
2. _____

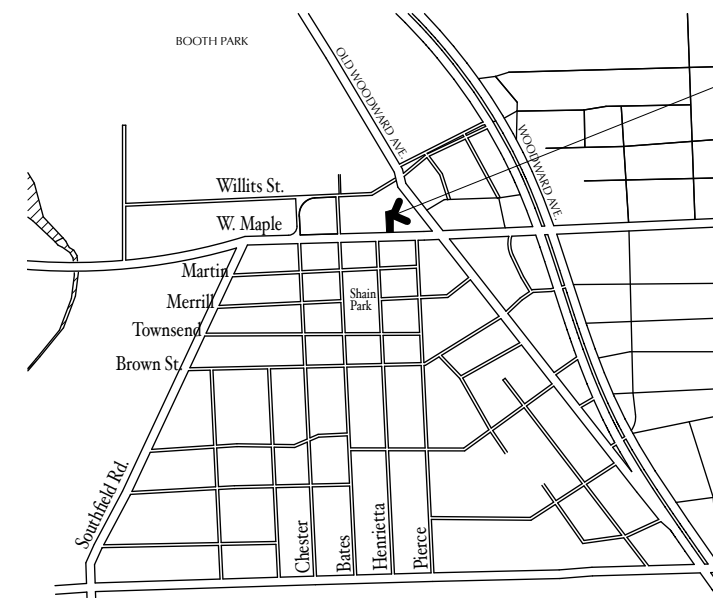
OR

Motion to POSTPONE the Final Site Plan and SLUP for 160 W. Maple, Dick O' Dow's, with the following conditions:

1. _____
2. _____

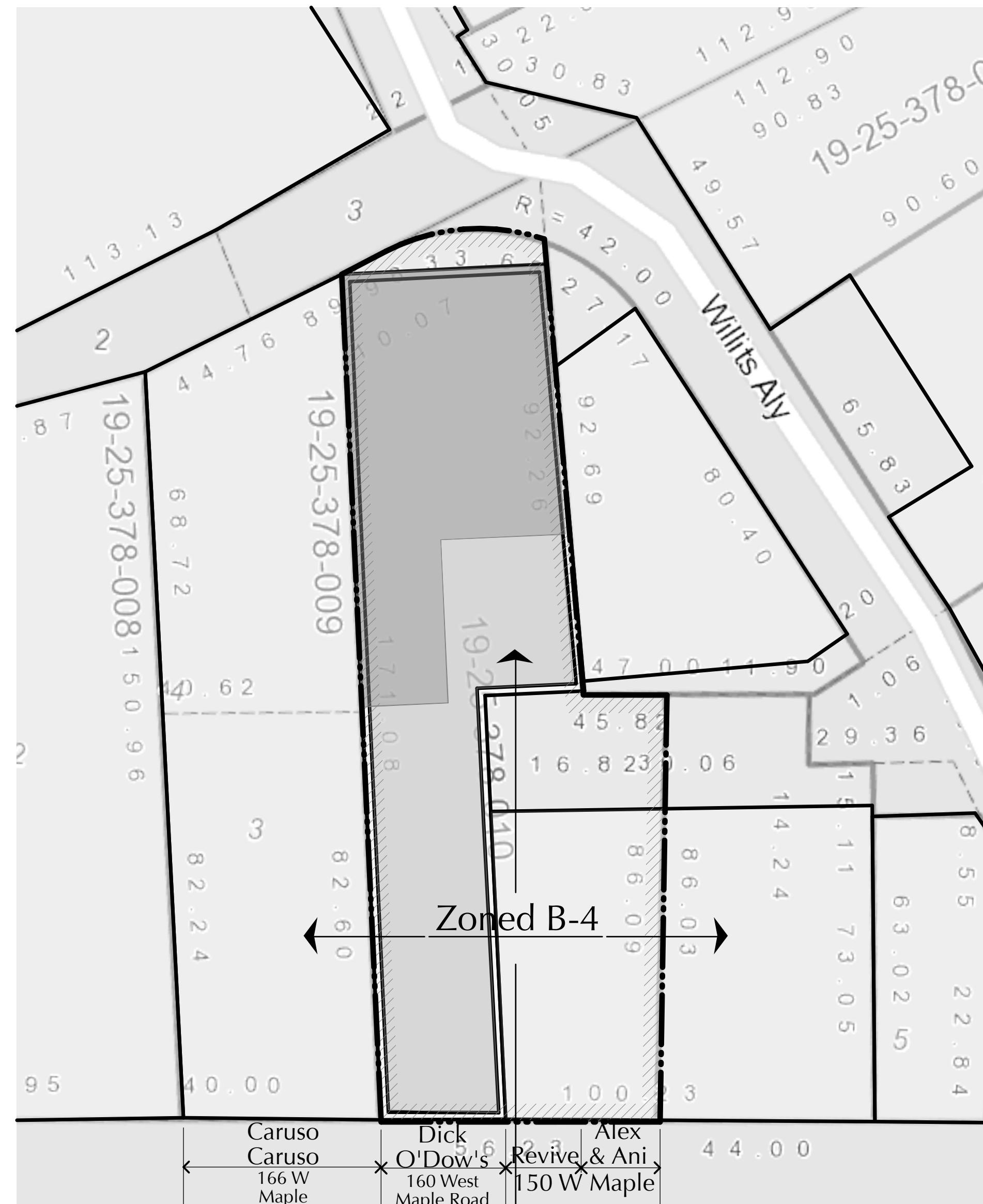
O' Dow's Exchange

160 West Maple Road / Willits Alley
Birmingham, Michigan 48009



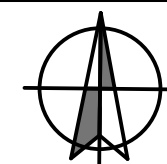
Dick O' Dows
160 West Maple Road / Willits Alley
Zoned: B-4
Overlay: D-4

Loacation Map



West Maple Road

Site Plan

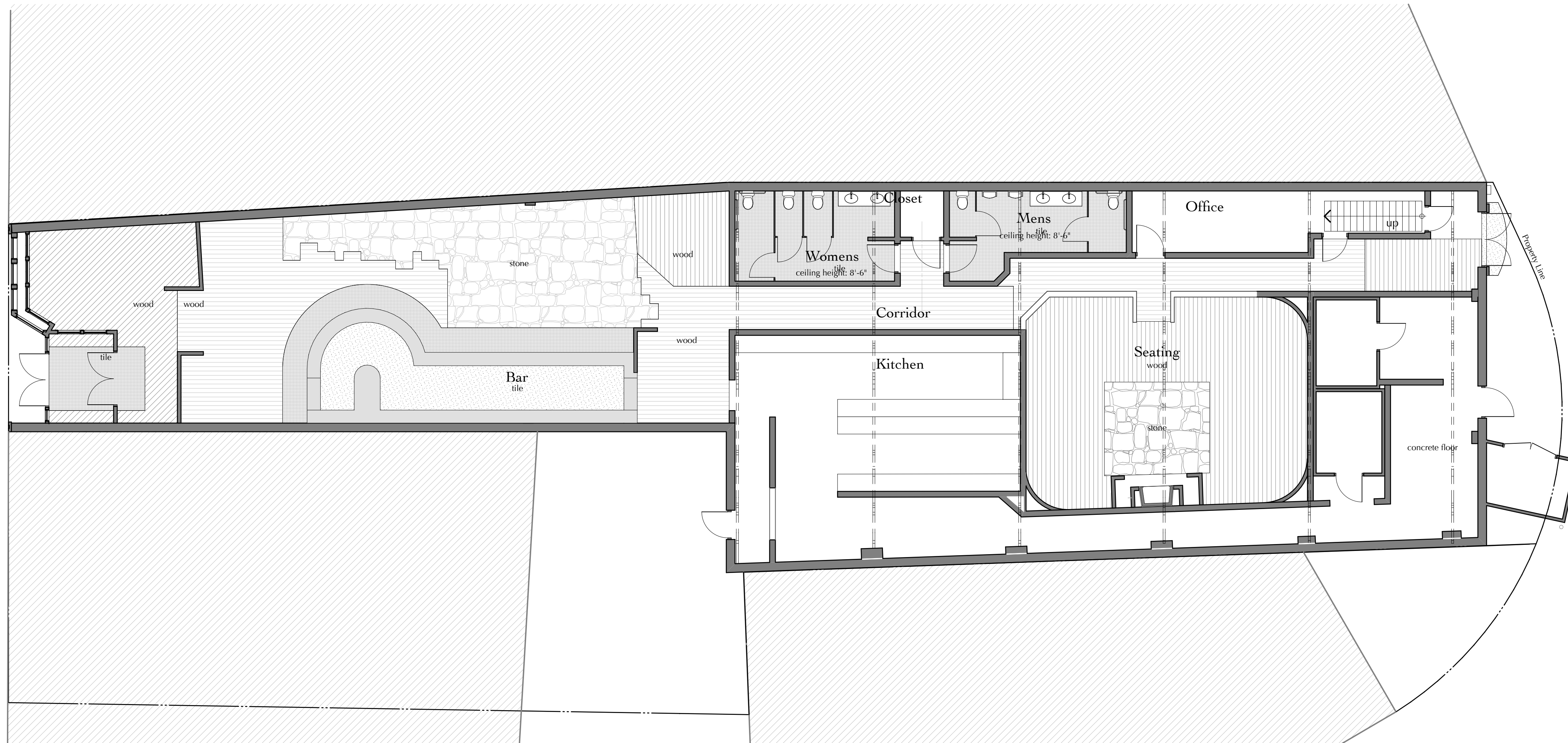


CHRISTOPHER J. LONGE AIA
ARCHITECTURE
INTERIORS
124 Peabody, Birmingham, Michigan 48009 248.258.6940



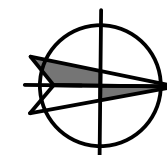
O' Dow's Exchange

160 West Maple Road / Willits Alley
Birmingham, Michigan 48009



1st Floor - Existing

1/8" = 1'-0"



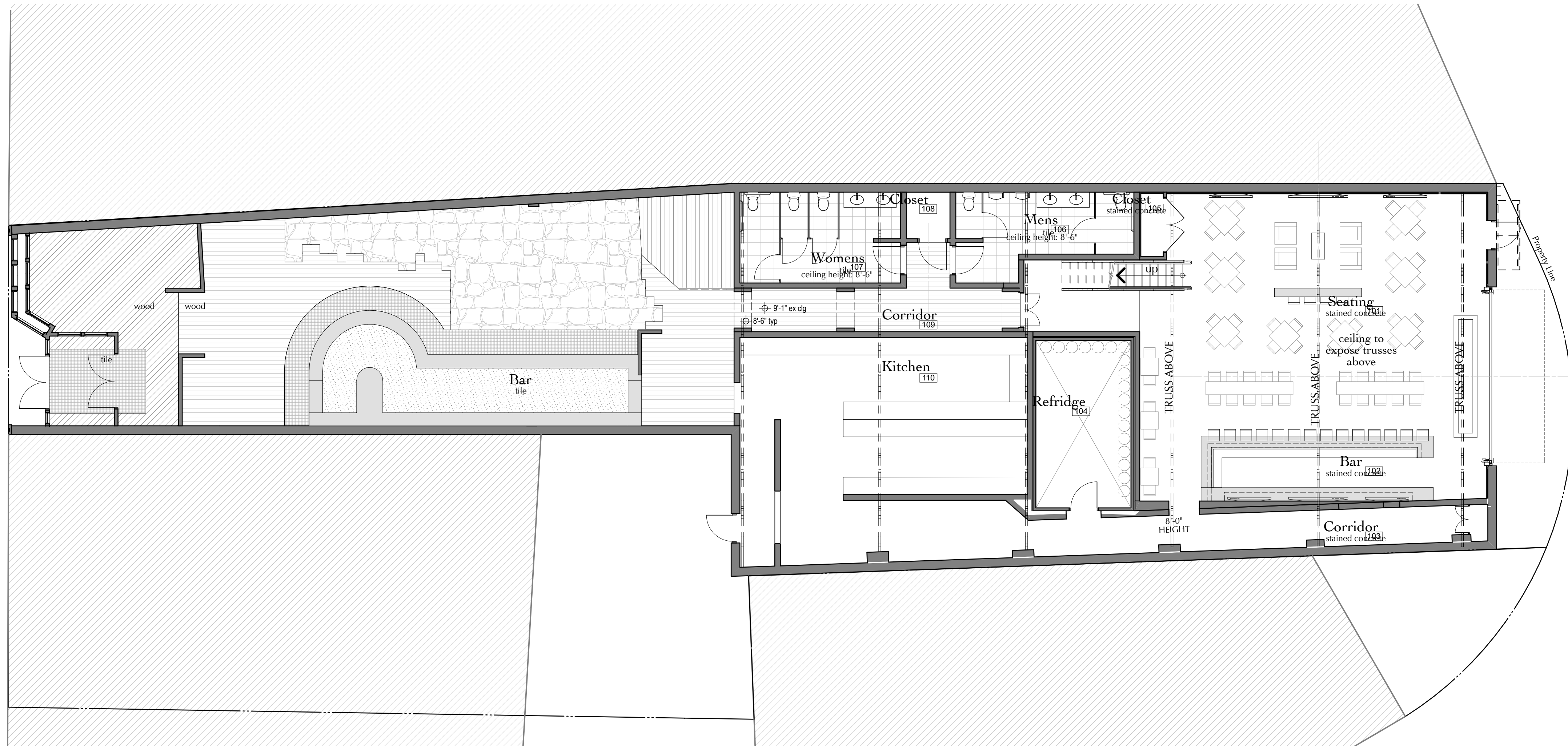
CHRISTOPHER J. LONGE AIA
ARCHITECTURE
INTERIORS
124 Peabody, Birmingham, Michigan 48009 248.258.6940

4/21/2017

D.2

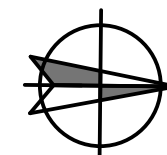
O' Dow's Exchange

160 West Maple Road / Willits Alley
Birmingham, Michigan 48009



1st Floor - Proposed

1/8" = 1'-0"



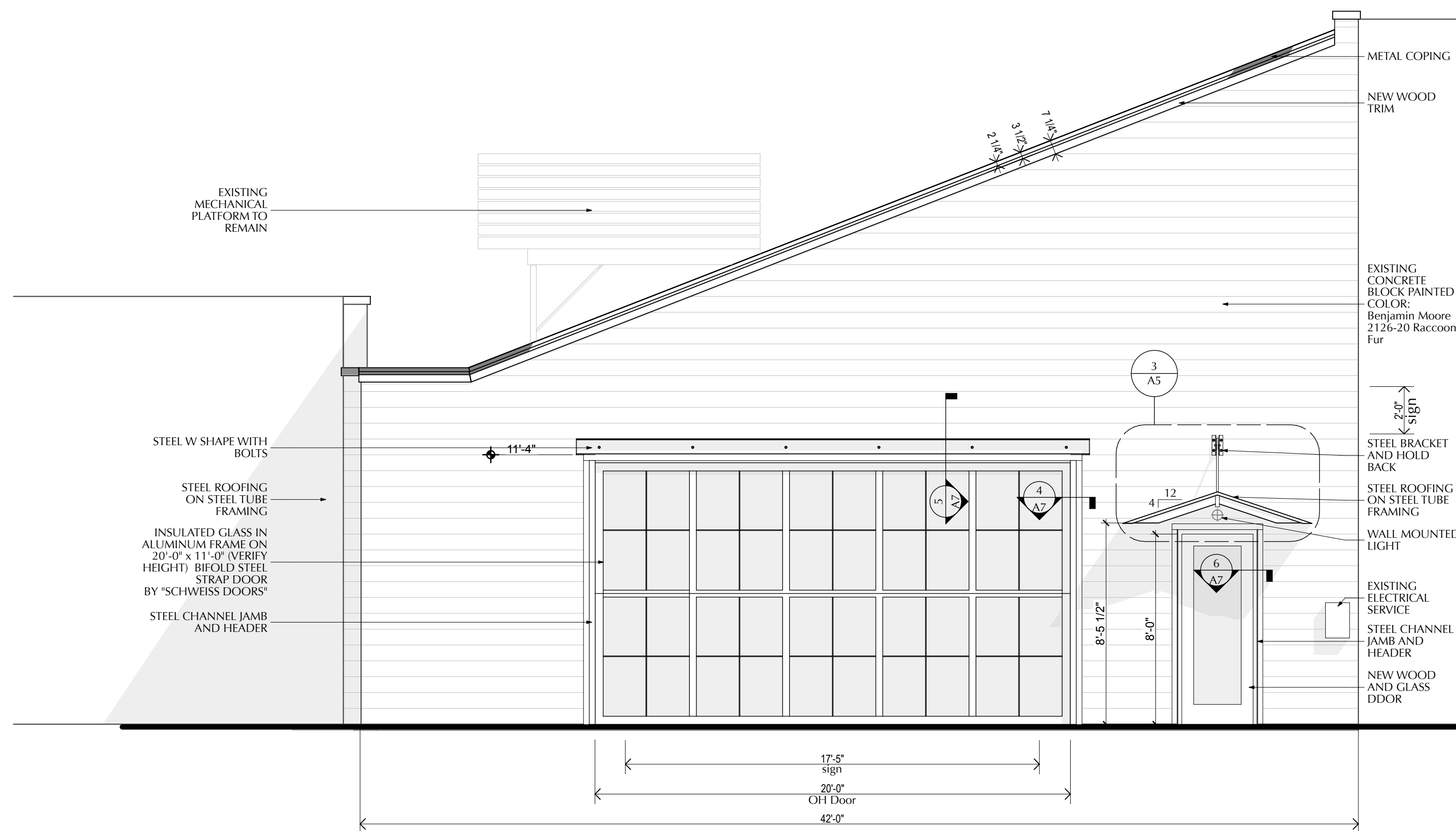
CHRISTOPHER J. LONGE AIA
ARCHITECTURE
INTERIORS
124 Peabody, Birmingham, Michigan 48009 248.258.6940

4/21/2017

D.3

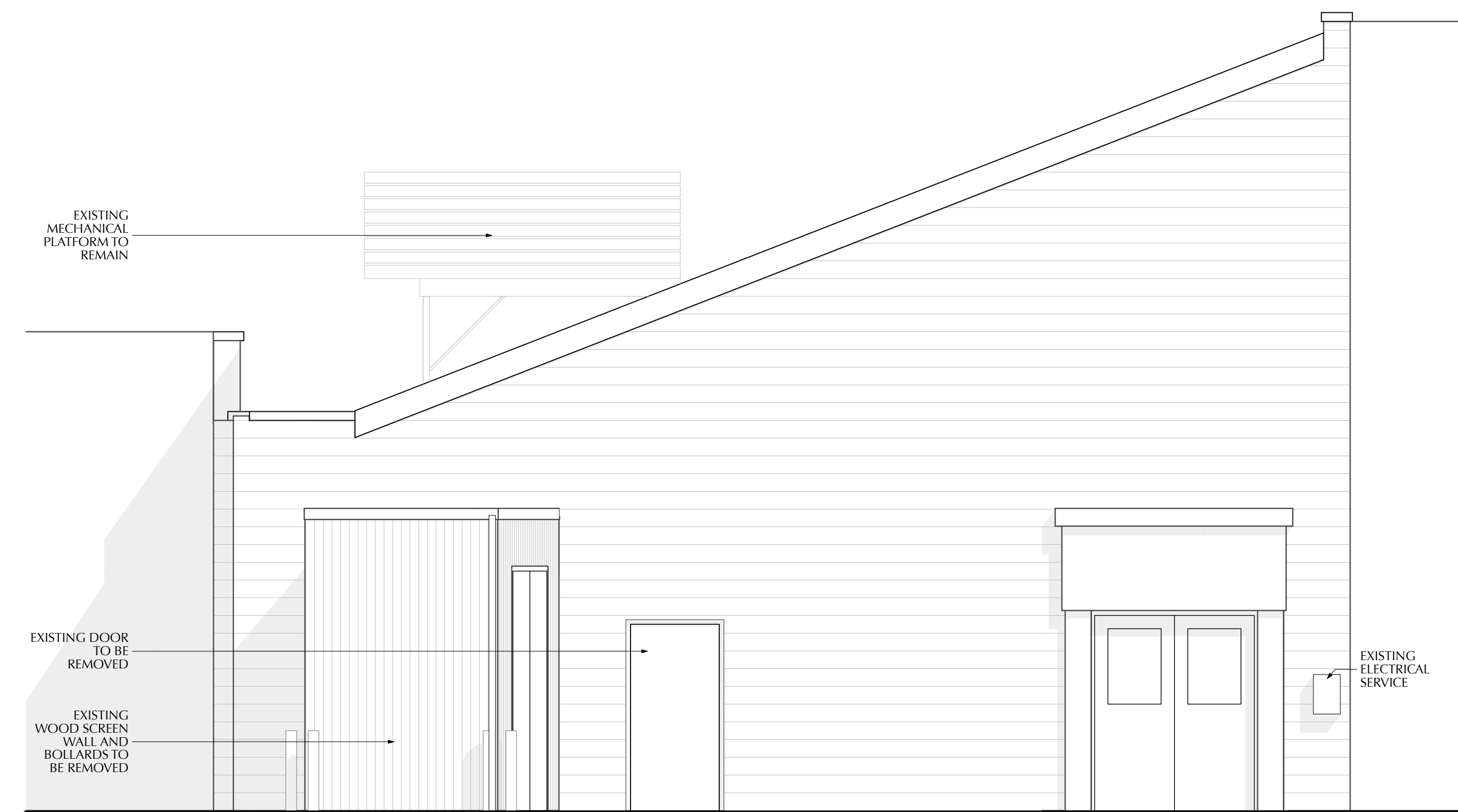
O' Dow's Exchange

160 West Maple Road / Willits Alley
Birmingham, Michigan 48009



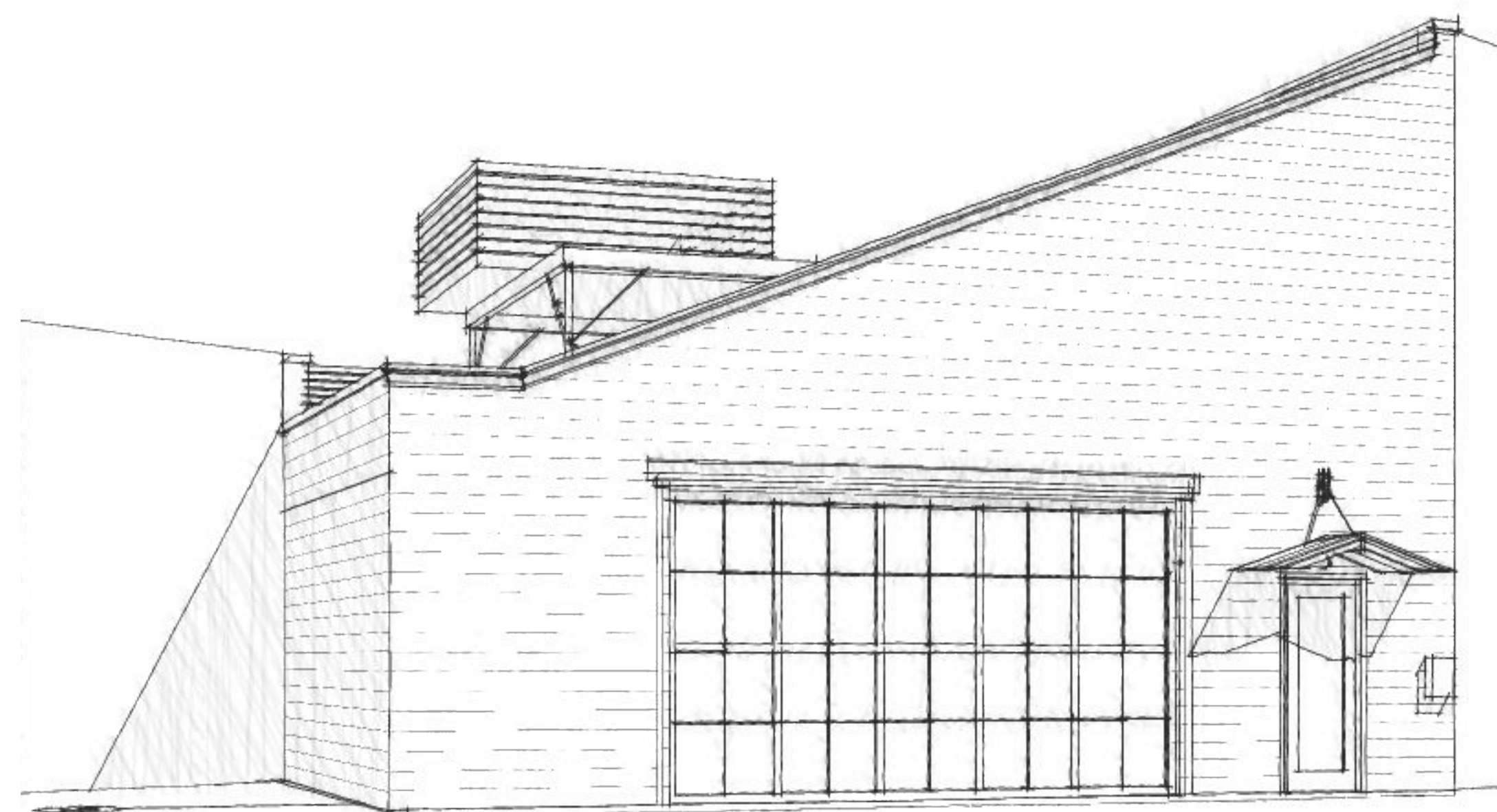
Rear Elevation - New

1/4" = 1'-0"



Rear Elevation - Existing

1/4" = 1'-0"



PAINT COLOR:
Benjamin Moore 2126-20
Raccoon Fur



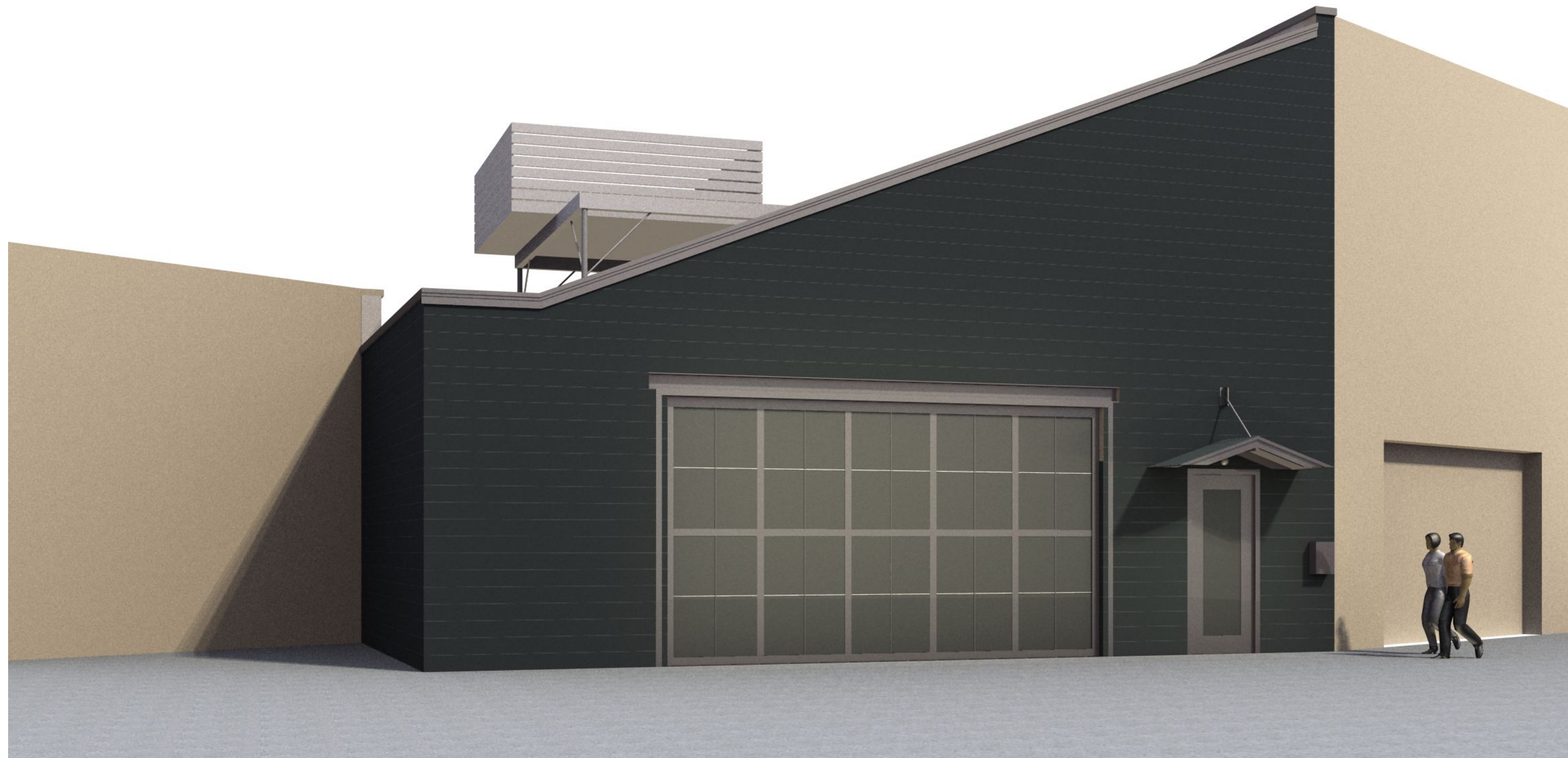
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ARCHITECTURE
INTERIORS
124 Peabody, Birmingham, Michigan 48009 248.258.6940

4/21/2017

D.4

O' Dow's Exchange

160 West Maple Road / Willits Alley
Birmingham, Michigan 48009




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4/21/2017

D.5

Florida Seating Synthetic Teak Restaurant Armchair

[Back to: Outdoor Synthetic Teak \(/virtuemart/148/outdoor-synthetic-teak\)](/virtuemart/148/outdoor-synthetic-teak)

 (/virtuemart/775/florida-seating-synthetic-teak-restaurant-armchair_fs-al-5602slv-tk-detail?tmpl=component&format=pdf)
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(/virtuemart/775/148/outdoor-synthetic-teak/florida-seating-synthetic-teak-restaurant-armchair_fs-al-5602slv-tk-detail/recommend?tmpl=component)

Purchasing%20your%20Products")

Silver Aluminum Frame, synthetic teak seat, arms, and back

\$131.25



Ask a question about this product

(/virtuemart/775/148/outdoor-synthetic-teak/florida-seating-synthetic-teak-restaurant-armchair_fs-al-5602slv-tk-detail/askquestion?tmpl=component)

(<http://www.outdoorrestaurantseating.com/images/stories/virtuemart/product/fs-al-5602tk-a-53cf177f8e7d5.jpg>)

Description

Powder coated silver aluminum frame, synthetic teak seat, arms, and back
Overall height 29", seat height 18", seat depth 18", seat width 22"
Also available with Black Frame

Frame Options




Black



Silver

BFM Largo Side Barstool Synthetic Teak Silver Frame

[Back to: Outdoor Synthetic Teak \(/virtuemart/148/outdoor-synthetic-teak\)](/virtuemart/148/outdoor-synthetic-teak)

 (/virtuemart/408/bfm-largo-side-barstool-synthetic-teak-silver-framelargo-side-ba-detail?tmpl=component&format=pdf)
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(/virtuemart/408/148/outdoor-synthetic-teak/bfm-largo-side-barstool-synthetic-teak-silver-framelargo-side-ba-detail/recommend?tmpl=component)

Purchasing%20your%20Products")

Largo Side Barstool Synthetic Teak Silver Frame

\$148.99



(<http://www.outdoorrestaurantseating.com/images/stories/virtuemart/product/largo-arm-bar-stool-synthetic-teak-silver-frame.png>)

Description

Largo Side Barstool Synthetic Teak Silver Frame

- Synthetic teak seat & back
- Available in armchair, side chair, arm barstool, and side barstool
- Overall height 45.75", seat height 29.25", seat depth 18.0", seat width 18.75"
- No assembly requiredFrame color options black or silver



Silver Frame

Longport table tops

Available Sizes

Shape	Top Size
Square	24", 32", 36"
Rectangle	24" x 32", 32" x 48"
Round	24", 32", 36"

Materials: Powder coated aluminum, synthetic teak
Finishes: Black, Silver powder coat
Umbrella hole drilled upon request



Longport 4-Leg

Available Sizes

Shape	Table Size
Square	32", 36"
Rectangle	32" x 48"

Materials: Powder coated aluminum, synthetic teak
Finishes: Black, Silver powder coat
Umbrella hole drilled upon request
ADA compliant



Cheryl Anobile
111 Willits St.
Birmingham, MI 48009

April 25, 2017

City of Birmingham

Attn: Jana Ecker
Planning Director

Thank you for returning my call late yesterday.

Further to our phone conversation, I would like to add to my letter dated April 20, 2017 regarding the application for special land use permit to make design changes to the existing restaurant to open up the rear and add outdoor dining into the via. The following are more concerns. I was told by an employee of Dick O'Dows that they are open until 2:00am every evening. They have live entertainment on Friday and Saturday evenings. This is a huge concern. The additional concerns are for the amount of new space for patrons and the voice noise coming out of that extremely large proposed opening, in addition, live music, and opened until 2:00am. I heard how loud this is with only one small back door, approximately 32", opened half way, on a live entertainment night. Also, the alley-way is very narrow so the noise and loud voices (yelling and swearing) have an echoed effect which carries through and up. The noise level is loud as I mentioned in my first letter when there are just a few patrons or small groups of patrons going out in and out of Dick O'Dows to smoke or congregate. They go outside underneath The Willits and other covered locations to do this. Also, as anyone who has visited the establishment knows, it is a Pub; people drink and get louder as the night goes on.

Please note: if I would have known of this potential proposal ever happening, I would have not purchased a condo in The Willits. This is a very upscale, exclusive property and this should be considered.

Is there a proposed seasonal time (i.e. April – September) bylaw for the proposed open air?

DRAFT MINUTES

**CITY OF BIRMINGHAM
REGULAR MEETING OF THE PLANNING BOARD
WEDNESDAY, APRIL 26, 2017
City Commission Room
151 Martin Street, Birmingham, Michigan**

Minutes of the regular meeting of the City of Birmingham Planning Board held on April 26, 2017. Chairman Scott Clein convened the meeting at 7:30 p.m.

Present: Chairman Scott Clein; Board Members Stuart Jeffares, Bert Koseck, Vice Chairperson Gillian Lazar, Janelle Whipple-Boyce (arrived at 7:40 p.m.; Alternate Board Members Lisa Prasad, Daniel Share; Student Representatives Ariana Afrakhteh (left at 9:40 p.m.), Isabella Niskar

Absent: Board Members Robin Boyle Bryan Williams

Administration: Matthew Baka, Sr. Planner

Sean Campbell, Asst. Planner

Jana Ecker, Planning Director

Carole Salutes, Recording Secretary

Also present: Mike Labadie from Fleis & Vandenbrink

("F&V"), Transportation Engineering Consultants
04-80-17

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

**1. 160 W. Maple Rd.
Dick O'Dow's Irish Pub**

**Request for SLUP to allow re-design of the rear of the building to open into the
via for outdoor dining**

Mr. Campbell explained the subject site is located on the north side of W. Maple Rd. west of Pierce. The parcel is zoned B-4, Business-Residential and D-4 in the Downtown Overlay District. The applicant, Dick O'Dow's, is proposing to renovate the rear façade of the building for outdoor dining, make interior modifications and add new signage. The establishment operates with an existing Class C quota liquor license. Article 06, section 6.02 Continuance of Non-conformity, A (5) requires that any establishment with alcoholic beverage sales (on-premise consumption) shall obtain a SLUP upon change

in ownership or name of establishment, or upon application for a site plan review. Accordingly, the applicant is required to obtain a recommendation from the Planning Board on the Final Site Plan and SLUP, and then obtain approval from the City Commission for the Final Site Plan and SLUP. As the proposed establishment is located within the Central Business District Historic District, the applicant is also required to appear before the Historic District Commission ("HDC"). The applicant is scheduled to appear at the May 3, 2017 HDC meeting.

Design Review

The applicant is proposing to renovate the existing rear façade by installing a large roll-up door, eliminating the dumpster enclosure, and reducing the existing double entrance door down to a single door. The applicant is also proposing extensive renovation to the interior of the building.

Rear Façade

The proposed roll-up door will have insulated glass in an aluminum frame on bi-fold steel strap by "Schweiss Doors." The double door at the west end of the rear façade is proposed to be replaced with a single wood and glass door that will be accented with a small steel canopy above constructed on a steel tube frame. The remainder of the rear façade is concrete block which is proposed to be painted BM2126-20 "Raccoon Fur."

Interior changes

The back half of the building interior is proposed to be demolished and rearranged to create a second bar and seating area. The new bar is proposed to have 18 seats and the table seating is proposed to total 62 seats for a grand total of 80 seats.

Signage

No signage changes are proposed at this time.

Mr. Christopher Longe, Architect, spoke for the business owner, Mr. Mitch Black who was present. Mr. Longe explained they plan to expose the interesting steel trusses in the new bar seating area. The whole idea is to have a craft beer bar/restaurant off of the Willits Alley. In response to the Chairman, he noted there is no intention to have live music in the new bar. There will be doors that will act as a sound buffer between it and music coming from the front.

Mr. Mitch Black explained their idea is to try and re-energize the back area. It will be a quieter environment than up-front. In order to create space they have moved their dumpster back into a corner by the building near the main service door.

Chairman Clein took comments from members of the public at 7:55 p.m.

Dr. Marvin Siegel, a resident of the Willits Building, noted the noise and activity from the beer restaurant will echo through the alley until 2 a.m. The residents should be considered.

Ms. Linda Kenyon said she also lives on the back side of the Willits. She thought there should be barriers to prevent bar customers from pushing out onto the alley. She was concerned about gatherings of people becoming rowdy. Drawings need to be clearer before anything moves forward.

Mr. John Demar, who lives at the Willits too, said there could be a real problem in the alley unless it is delineated that people can't spill out of the beer restaurant area.

Dr. Siegel mentioned also that there will be a lot more car traffic in the alley from dropping people off and picking them up.

Ms. Ecker reported that two letters were received from Cheryl Anobile, 111 Willits, along with a video regarding noise concerns.

Motion by Ms. Lazar

Seconded by Mr. Share to accept the letters for the packet.

Motion carried, 7-0.

VOICE VOTE

Yeas: Lazar, Share, Clein, Jeffares, Koseck, Prasad, Whipple-Boyce

Nays: None

Absent: Boyle, Williams

Ms. Lazar was in agreement that the board ought to see more finite drawings to provide assurance there is a demarcation line between the restaurant seating and the alley. Mr. Share did not think the alley doors should be open past midnight. Mr. Share further noted it may be difficult for the Planning Board to legislate noise coming from patrons outside in the alley.

Mr. Black spoke to say he has no problem with a restriction on the hours the rear door can be open or closed. They are looking to be a great neighbor. With the new beer restaurant opening up they will have a lot better idea of what is going on in the alley and be able to monitor it because of the increased usage out there.

Ms. Niskar thought if noise has been an issue for a very long time, this is a good time for the establishment to make the transition.

Motion by Mr. Share

Seconded by Ms. Prasad that the Planning Board approve the Final Site Plan and a SLUP for 160 W. Maple Rd, Dick O'Dow's, as presented subject to the following conditions:

- 1. No outdoor seating is allowed under this current proposal;**
- 2. That the rear door not be open after midnight;**

3. That when the rear door is open live music only be at the south end of the facility on the south side of the dividing doors.

Public comment on the motion was allowed at 8:18 p.m.

Ms. Cheryl Anobile stated that noise coming from groups of smokers in the back is extremely loud and it echoes through the alley. Additionally their smoke wafts upward toward balconies in the Willits.

Motion carried, 6-1.

ROLLCALL VOTE

Yeas: Share, Prasad, Clein, Jeffares, Koseck, Whipple-Boyce

Nays: Lazar

Absent: Boyle, Williams



MEMORANDUM

Department of Public Services

DATE: April 28, 2017

TO: Joseph A. Valentine, City Manager

FROM: Lauren A. Wood, Director of Public Services

SUBJECT: Vehicle #12 Replacement

City vehicle #12 is a 2007 Dodge Charger used by Engineering Department administration. It was repurposed for administrative use after serving in the Police Department fleet. This 10-year-old vehicle is due for replacement based on age and condition, as illustrated in the following vehicle replacement scoring matrix for pickups, vans, and sedans:

Vehicle #12 – 2007 Dodge Charger

FACTOR	DESCRIPTION	POINTS
Age	1 point each year of age	10
Miles/Hours	1 point each 10,000 miles of usage	11
Type of Service	Type 5 – Police, fire, and rescue service vehicles	5
Reliability	Level 2 - In shop 1 time within 3 month period; 1 breakdown/road call within 3 month period	2
M & R Costs	Level 2 - 21-40% of replacement costs	2
Condition	Level 3 – Noticeable imperfections in body and paint, interior fair, good drivetrain	3
TOTAL POINTS 28+, POOR - needs priority replacement		33

Additionally, DPS mechanics identified a cracked fuel tank while diagnosing a check engine light. Estimated repair costs exceed \$2300, and the overall resale value of this vehicle is estimated at only \$5000. Due to safety concerns related to fuel vapors, fleet technicians have placed this vehicle out of service.

The Department of Public Services recommends replacing this vehicle with a 2017 Ford Fusion SE, available from Gorno Ford in Woodhaven, MI. The vehicle is eligible for purchase through the State of Michigan Mi-Deal Extendible Pricing Contract #071B1300005 for \$21,593.00. Funds for this purchase are available in the Auto Equipment Fund, account #641-441.006-971.0100.

Upon purchase approval, delivery is expected within one week, at which time the old vehicle will be placed on the Michigan Intergovernmental Trade Network for resale.

SUGGESTED RESOLUTION:

To approve the purchase of a 2017 Ford Fusion SE from Gorno Ford through the State of Michigan extendible purchasing contract #071B1300005 in the amount of \$21,593.00 from account #641-441.006.971.0100.



MEMORANDUM

Department of Public Services

DATE: April 27, 2017

TO: Joseph A. Valentine, City Manager

FROM: Lauren A. Wood, Director of Public Services

SUBJECT: Vehicle #14 Replacement

City vehicle #14 is a 2004 Chevy C7500 dump truck, equipped with an under-body snow scraper and salt spreader. This vehicle is primarily assigned to downtown snow removal during the winter months, and is used for a variety of other purposes during warmer seasons. Due to its age and condition this equipment is recommended for replacement, as illustrated by the following replacement evaluation matrix for dump trucks:

Vehicle #14 – 2004 Chevy C7500 Dump Truck

FACTOR	DESCRIPTION	POINTS
Age	1 point each year of age	13
Miles/Hours	1 point each 10,000 miles of usage	3
Type of Service	Type 4 – Extreme duties in adverse atmosphere (dust, salt, water, dirt, mud)	4
Reliability	Level 4 - In shop more than 2 times in 3 month period, 1 or more breakdowns/road calls in same period.	4
M & R Costs	Level 2 - 21-40% of replacement costs	2
Condition	Level 4 - Severe damage, rust, operating system component not functional	4
TOTAL POINTS 28+, POOR - needs priority replacement		30

The Department of Public Services recommends replacing this vehicle with a 2018 Freightliner 108-series chassis, up-fitted with snow removal equipment including:

- 10' stainless steel dump box
- 10' under-body scraper
- Auger/spinner-type salt spreader
- Tailgate-mounted salt pre-wet system

Additionally, the proposed replacement includes a smaller, customized cab configuration that provides the operator with improved visibility – an important consideration for operation on Birmingham's tight downtown streets.

The chassis is available for purchase from Wolverine Freightliner of Mt. Clemens, MI through the Rochester Hills Cooperative Award Agreement #RFP-RH-13-30, at a cost of \$87,253.00. The

purchase and installation of snow removal equipment is available from Knapheide Truck Equipment, through the State of Michigan MI-Deal cooperative purchasing contract #071B7700087 at a cost of \$95,315, for a total expenditure of \$182,568. Funds for this purchase are available in the Automotive Equipment Fund, account #641-441.006.971.0100.

Upon approval, delivery is expected within 24-26 weeks, at which time the old equipment will be placed on the Michigan Intergovernmental Trade Network for resale.

SUGGESTED RESOLUTION:

To approve the purchase of one (1) 2018 Freightliner 108 chassis from Wolverine Freightliner through the Rochester Hills Cooperative Award Agreement #RFP-RH-13-30 totaling \$87,253.00 from account #641-441.006.971.0100; further, to approve the purchase and installation of snow removal up-fitting equipment from Knapheide Truck Equipment through the State of Michigan MI-Deal Cooperative Purchasing Contract #071B7700087 totaling \$95,315.00 from account #641-441.006.971.0100, for a total combined expenditure of \$182,568.00.



MEMORANDUM

Police Department

DATE: May 3, 2017

TO: Joseph A. Valentine, City Manager

FROM: Mark H. Clemence, Chief of Police

SUBJECT: Contract for Pistol Range Use by Beverly Hills Department of Public Safety

The Birmingham Police Department has concluded negotiations with Beverly Hills Department of Public Safety wherein they will continue to lease use of our pistol range for \$1,500 per year. A contract which has been reviewed and approved by the city attorney's office is attached.

In 2008, the City and the Village of Beverly Hills entered into a contract to allow the Village of Beverly Hills Public Safety Department to use the City's pistol range for a fee of \$3,000.00 per year. In 2012, the City and the Village of Beverly Hills entered into an interlocal agreement for consolidated dispatch. The rental fee for use of the City's pistol range was reduced to \$500.00 per year. In 2013, the City and Village of Beverly Hills agreed to a one year contract with three one year renewals for a rental fee of \$1,500.00 per year for use of the City's pistol range.

The Village of Beverly Hills Public Safety Department uses their own ammunition, targets and other supplies when utilizing the City's pistol range.

The department recommends the City Commission adopt this agreement.

SUGGESTED RESOLUTION:

To approve the agreement between the City of Birmingham and the Village of Beverly Hills for use of the police pistol range by Beverly Hills Department of Public Safety for \$1,500 per year; further to authorize the mayor and city clerk to sign the contract.

**CITY OF BIRMINGHAM
PISTOL RANGE CONTRACT
WITH THE VILLAGE OF BEVERLY HILLS**

THIS AGREEMENT, made and entered into this ____ day of _____, 2017, by and between the **CITY OF BIRMINGHAM**, a Michigan Municipal Corporation located at 151 Martin Street, Birmingham, Michigan, hereinafter referred to as the **CITY**, and the **VILLAGE OF BEVERLY HILLS**, located at 18600 W. 13 Mile Road, Beverly Hills, MI 48025, hereinafter referred to as the **VILLAGE**.

W I T N E S S E T H:

WHEREAS, the VILLAGE would like to use the Birmingham Police Department's Pistol Range, and,

WHEREAS, the CITY is willing to allow VILLAGE the use of the pistol range for the considerations hereinafter expressed.

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

1. The VILLAGE agrees to pay the CITY One Thousand Five Hundred (\$1,500) Dollars per year for the use of the City's pistol range.

2. The VILLAGE shall provide the City of Birmingham Police Department 24-hour advance notice prior to using the pistol range. Such prior notice shall be given to Mark H. Clemence the Chief of the Birmingham Police Department.

3. The VILLAGE agrees that as a condition of its use of the City's pistol range, the VILLAGE must have its own certified range instructor present during their use of the pistol range.

4. The initial term of this Agreement shall be five (5) years commencing on July 1, 2017 and shall terminate on June 30, 2022; provided, however, that following such initial term there shall be three (3) subsequent one year renewal terms. Each renewal term shall be automatic unless the CITY notifies the VILLAGE in writing, at least Six (6) months prior to the end of any term then in effect, that due to changed circumstances a need exists to negotiate the subsequent renewal with the VILLAGE.

5. The VILLAGE and the CITY agree that the VILLAGE is acting as an independent contractor with respect to the VILLAGE's use of the City's pistol range pursuant to this Agreement, and as such, shall be liable for its own actions and neither the VILLAGE 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 VILLAGE 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

VILLAGE shall not be considered entitled or eligible to participate in any benefits or privileges given or extended by the CITY, or be deemed an employee of the CITY for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer contributions on behalf of the CITY.

6. The VILLAGE acknowledges that in using the City's pistol range pursuant to this Agreement, certain confidential and/or proprietary information (including, but not limited to, internal organization, methodology, personnel and security information, etc.) may become involved. The VILLAGE recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the CITY. Therefore, the VILLAGE agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. The VILLAGE 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 VILLAGE further agrees to use such confidential or proprietary information only for the purpose of using the City's pistol range 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 VILLAGE agrees to use the City's pistol range as 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 VILLAGE 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 VILLAGE 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 VILLAGE shall inform the CITY of all claims or suits asserted against it by the VILLAGE's employees who work pursuant to this Agreement. The VILLAGE shall provide the CITY with periodic status reports concerning all such claims or suits, at intervals established by the CITY.

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

any way connected or associated with this contract. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of the CITY, its elected or appointed officials, employees, volunteers or others working on behalf of the CITY.

12. The VILLAGE shall not use the City's pistol range under this contract until it has 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 insurance carriers acceptable to the City of Birmingham.

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

- F. Proof of Insurance Coverage: The VILLAGE shall provide the CITY at the time the contracts are returned for execution, Certificates of Insurance and/or policies, acceptable to the CITY, as listed below.
- 1) Two (2) copies of Certificate of Insurance for Workers' Compensation;
 - 2) Two (2) copies of Certificate of Insurance for Commercial General Liability;
 - 3) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
 - 4) Two (2) copies of Certificate of Insurance for Public Officials Liability Insurance.
 - 5) If so requested, Certified Copies of all policies mentioned above will be furnished.
- G. Coverage Expiration: If any of the above coverages expire during the term of this contract, the VILLAGE shall deliver renewal certificates and/or policies to the CITY at least (10) days prior to the expiration date.

13. If VILLAGE 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.

14. 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 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. This Agreement shall be governed by the laws of the State of Michigan 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 District Court in an appropriate judicial district.

15. Notices shall be given to:
- a. City of Birmingham Police Department
151 Martin Street
P.O. Box 3001
Birmingham, MI 48012-3001
Attention: Mark H. Clemence, Chief of Police

With copies to:
Timothy J. Currier, City Attorney
Beier Howlett, P.C.
3001 W. Big Beaver Road, Suite 200
Troy, MI 48084

- b. Village of Beverly Hills Department of Public Safety
18600 W. 13 Mile Road
Beverly Hills, MI 48025
Attention: Richard Torongeau, Director of Public Safety

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

WITNESS:

CITY OF BIRMINGHAM

Mark Nickita, Mayor

Cherilynn Brown, City Clerk

VILLAGE OF BEVERLY HILLS

By: Richard Torongeau
Richard Torongeau

Its: Director of Public Safety

APPROVAL (Sec 2-289 City Code)

Mark H. Clemence
Mark H. Clemence, Chief of Police
as to Substance

Mark Gerber
Mark Gerber, Director of Finance
as to Financial Obligation

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

Timothy J. Currier
Timothy J. Currier, City Attorney
as to Form

DATE: May 5, 2017

TO: Joseph A. Valentine, City Manager

FROM: Mark H. Clemence, Chief of Police
Mark Gerber, Director of Finance

SUBJECT: Credit Card Processing For CivicSmart Liberty Meters

Background

At the January 9, 2017 City Commission meeting, two resolutions were passed regarding CivicSmart Liberty parking meters. One resolution approved the purchase of 1,277 CivicSmart Liberty parking meters and the second resolution directed staff to offer a credit card payment option at the new meters with all said credit card processing fees to be charged to the Automobile Parking System Fund (see attached minutes).

Credit card processing costs associated with smart parking meters consist of a variety of expenses including gateway rates, transaction charges and interchange / processing fees.

When a credit card is used for payment at a parking meter, the transaction information is passed from the meter to the credit card processor and then through the issuing bank of the credit card for approval. The issuing bank then sends authorization back to the credit card processor via the credit card network and the information is then sent back to the meter to approve payment on the parking mechanism.

Credit card authorization is the first step in a two-step process for credit card transactions. Settlement is the second and final step. Different fees are incurred for each stage. Partial or total failure of the two required steps can result in increased fees and or credit card purchases not being approved and no funds authorized for deposit.

The participants involved in authorizing and settling credit card transactions include:

- Cardholder (customer / motorist / parking patron).
- Issuing Bank (Cardholder Bank) – members of credit card associations that pay acquiring banks for cardholder purchases. Cardholders pay back issuing bank per terms of credit card agreement.
- Merchant (City of Birmingham) – A municipality that requires a merchant account to enable use of credit cards for parking meter payments.
- Acquiring Bank (Merchant Bank) – Contracts with merchants to create and maintain accounts that allow a business to accept credit cards. Acquiring banks provide merchants with equipment/software to accept credit card payments, provide customer service and deposit funds from credit card sales into merchant's account. Acquiring

banks often enlist the help of third party credit card processors/service providers to conduct and monitor the daily activities of accounts.

- Credit Card Companies (MasterCard, Visa, Discover) – These companies govern interchange fees – for profit.

The City of Birmingham currently accepts online and over-the-counter credit card payments for property taxes, water bills, building permits and parking violations. These are considered to be governmental service and as a result fees for use of credit cards for these payments are paid by the individual using the credit card based on a tiered system as follows:

- \$00 - \$49.99 = \$1.50
- \$50 - \$99.99 = \$3.00
- \$100.00 + = + 3%

Credit cards are also accepted as payment for recreational activities at the City's golf courses. Payment for these leisure activities is handled in a similar manner as in the private sector. Credit card payments at municipal parking structures are absorbed by the Auto Parking System Fund.

During the 30 day smart parking meter trial, both vendors (IPS and CivicSmart) handled credit card processing as the City does not have a merchant bank / credit card processor with an established gateway for parking meters. At the end of the 30 day trial, each company deducted the processing fees associated with the credit card transactions and then remitted payment to the City for the meter revenue balance.

The CivicSmart quote approved by the City Commission includes a \$.06 credit card gateway fee (per transaction fee). This fee is associated with passing the transaction information from the parking meter mechanism to the credit card merchant bank / processing agency. This fee is not paid to CivicSmart; rather it is incorporated into the monthly statement of fees charged by the merchant bank / gateway provider. The \$.06 gateway fee reflected in the CivicSmart quote is for the use of the MerchantFirst gateway which is the least expensive per transaction fee currently available. There are two other existing gateways for CivicSmart meters – PayPal and Mercury. Gateway fees using one of the three existing CivicSmart approved gateways must be incorporated into all proposals for parking meter credit card processing services or, as an alternate approach, the City or a credit card processor could create a new gateway or API (Application Program Interface) in order to avoid per transaction fees associated with use of the existing approved gateways.

An API provides a direct connection to allow entry into a system in order to process data. CivicSmart engineer Sriram Somanchi estimates that the establishment of a new gateway or API would require about four weeks of programming time for the CivicSmart development engineering staff with a cost estimated at \$9,000.00. As the installation for the CivicSmart Liberty meters and sensors is scheduled to begin on May 30, 2017, it is imperative that the selected credit card processor will either utilize one of the three existing approved CivicSmart gateways or has a new API developed, approved and implemented prior to that date.

Other credit card fees (example) that are non-negotiable include:

- Interchange rates (basis points – fees associated with dollar amounts)
 - \$.15 Visa
 - \$.16 MasterCard
 - \$.13 Discover
- Credit card network access and assessment fees (per transaction)
 - \$.0246 Visa
 - \$.0249 MasterCard
 - \$.027 Discover
- Credit card authorization fees / settlement charges
 - \$.01 per transaction average

The above fees are referred to as interchange / pass-thru expenses and tend not to vary by credit card processor. Interchange represents the wholesale cost of each transaction as established by Visa/MasterCard/Discover. Interchange rates vary depending upon the brand (Visa/MasterCard/Discover) and type of card (credit or debit) used for a transaction and also by the transaction classification and interchange category. For example, US Interchange rates vary for different classifications of transactions including keyed, swipe, prepaid, regulated, corporate, consumer, business, etc. Different type of credit/debit cards are assessed fixed interchange rates established by credit card companies that vary according to the card type – making it difficult to estimate total interchange expenses per transaction until a history of credit card processing payment fees is established. Interchange fees can be minimized by utilizing the correct Standard Industrial Classification (SIC) and Merchant Category Code (MCC) when the Merchant ID account is established. Government agencies that use the correct codes for parking meter processing can lower interchange rates associated with emerging markets. The interchange rate associated with emerging parking technologies such as smart meters is often lower than rates charged for parking lots and garages.

Fees which are generally negotiable and vary by credit card processor include:

- Credit card processing fees (average \$.03 - \$.05 per transaction).
- Monthly service or administrative fees for customer service and support (range \$5.00 - \$10.00 per month).
- Batch header fees (daily settlement charges when revenue is posted to merchant ID / City bank account) - fees range from \$.10 to \$.25 per batch (note that some processors charge daily batch fees for each individual meter mechanism while others charge one single batch fee for the entire merchant ID). The preferred and cost effective solution is to have one solo fee for the entire merchant ID account as opposed to settlement fees associated with each parking meter mechanism.
- PCI annual fees - Payment Card Industry Data Security Standard (PCI DSS) compliance to ensure that all companies that accept, process, store or transmit credit card information maintain a secure environment.

Request for Proposal Process

A request for proposals for credit card processing services for 1,277 single space parking meters was posted on MITN on April 4, 2017. The estimated annual transaction amount utilized as a basis for the proposals was 597,000 credit card payments. Six proposals were received and reflected various costs associated with credit card payments including processing,

assessment/access, bankcard authorization, batch header, settlement, annual PCI compliance and gateway fees. With the approval of the city attorney, companies were instructed to correct errors and or omissions from the proposals and advised to submit corrected proposals by April 20. Five of the six proposals were corrected and resubmitted prior to the April 20 deadline.

Most of the proposals received were of a similar nature in that five companies offered interchange at a pass thru rate (without markup percentage) plus associated credit card processing fees. One proposal reflected a 0.05% interchange markup plus fees.

The proposals are summarized as follows and do not include interchange rates and fees:

PAYNET DBA AVID PAYMENT SOLUTIONS	\$ 75,831.00	PLUS INTERCHANGE – 0% MARKUP
MERCHANT PRO EXPRESS	\$ 77,627.95	PLUS INTERCHANGE – 0% MARKUP
BANKCARD SERVICES	\$ 77,550.15	PLUS INTERCHANGE – 0% MARKUP
HEARTLAND PAYMENT SYSTEMS	\$ 72,042.00 *	PLUS INTERCHANGE – 0% MARKUP
PLATINUM PROCESSING	\$ 65,962.30	PLUS INTERCHANGE – PASS THRU + .05% MARKUP
PRISM PAY / MERCHANTFIRST, INC.	\$ 54,009.15	PLUS INTERCHANGE – 0% MARKUP

* (AMOUNT DOES NOT REFLECT SPECIAL INTERCHANGE PRICING PROPOSAL FOR UNATTENDED METERED PARKING DETAILED BELOW)

Current interchange fees using SIC/MCC code 7523 (Unattended Metered Parking) for 597,000 estimated transactions with an average ticket amount of \$1.10 projects an annual credit card volume of \$656,700. Estimating card usage at 50% debit vs. 50% credit results in the following projections for transaction fees and basis points for interchange costs:

TRANSACTION TOTAL = 597,000

Cost projections using existing interchange:

298,500 debit X .22 interchange transaction fee	= \$ 65,670
298,500 credit X .04 interchange transaction fee	= \$ 11,940

Interchange Transaction Subtotal = \$ 77,610

Interchange basis points (\$656,700 total – ½ credit / ½ debit)

- | | |
|------------------------------|------------|
| • debit - \$328,350 x .05% | = \$ 164 |
| • credit - \$328,350 x 1.60% | = \$ 5,253 |

Interchange Basis Subtotal = \$ 5,417

Interchange total projection (using current sic/mcc code 7523) = \$ 83,027

The interchange amount of \$83,027 does not include the credit card processing fees as detailed in the above chart.

The proposal submitted by Heartland Payment Systems offers a unique pricing plan option not offered in any of the other proposals received. The Heartland proposal was the only plan based on a flat per transaction rate (\$0.12 per transaction) plus interchange. Heartland will have an API/gateway in place with CivicSmart operational prior to May 30, 2017. While the \$72,042

total reflected in the above chart does not appear to be the lowest bid, Heartland also submitted a special interchange pricing proposal for unattended metered parking. National Accounts Director Mark Shapiro informed city staff that Heartland is one of the largest processors for parking meters in the country. The Heartland proposal included a special interchange pricing plan for unattended metered parking. The City's acceptance of this special program would result in savings of 18.5% per transaction (estimated transaction average of \$1.10). So while the majority of credit card processors reflect the same interchange rates across the board – the Heartland Payment Systems solution offers a unique advantage.

With 597,000 estimated credit card transactions at an average sale amount of \$1.10 per transaction project an annual credit card sales volume of \$656,700. Estimating card usage at 50% debit vs. 50% credit results in the following projections for transaction fees and basis points for the Heartland discounted interchange program:

TRANSACTION TOTAL = 597,000

Cost projections using Heartland special interchange pricing:

298,500 debit x \$0.035 interchange transaction fee	= \$ 10,477
298,500 credit x \$0.035 interchange transaction fee	= \$ 10,477

Interchange Transaction Subtotal	= \$ 20,894
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Heartland interchange basis points (\$656,700 total – ½ credit / ½ debit)

- | | |
|------------------------------|------------|
| • debit - \$328,350 x 1.80% | = \$ 5,910 |
| • credit - \$328,350 x 1.80% | = \$ 5,910 |

Interchange Basis Subtotal	= \$ 11,820
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Heartland interchange total projection (using SIC/MCC code 7523)	= <u>\$ 32,714</u>
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A comparison of these two interchange cost estimates reflected above indicates that the Heartland Payments proposal will result in interchange savings of \$50,313 per year based upon an estimated 597,000 transactions with a \$1.10 average cost with 50% of transactions projected as debit vs. credit.

Upon review of the six proposals received for credit card processing services for CivicSmart Liberty smart meters, staff and legal counsel has determined that the most cost effective proposal for the City is Heartland Payment Systems. Total estimated costs to the Automobile Parking System Fund for budgetary purposes are as follows:

CARD PROCESSING COST ESTIMATES:

\$ 72,042	(\$ 0.12 per x 597,000 annual transactions)
<u>\$ 32,714</u>	(Heartland Payment Systems special interchange pricing)
\$104,756	Total estimated cost per year

The costs associated with credit card processing will be offset by the parking meter rate increases approved by the City Commission at the January 9, 2017 meeting. The new rates are \$1.00 per hour in spaces currently at \$0.50 and \$1.50 per hour for metered parking currently rated at \$1.00 per hour. Credit card processing fees will not be invoiced to the City, rather Heartland will deduct all processing fees and interchange rates from the card revenues on a daily basis and the net amount will be deposited into the City's bank account.

The term of the agreement is for one year and will automatically renew for additional twelve month periods unless terminated by any party by giving thirty (30) days written notice prior to the end of any term. Staff will review the credit card processing fees and monitor the performance of the contractor.

Upon execution of the agreement, Heartland Payment Systems agrees to add the City as additional insured and provide a revised certificate of insurance with that endorsement. The Heartland insurance documents have been reviewed and approved by the city attorney.

CivicSmart staff will assist City staff with the installation of the new meters and sensors. The installation of the smart meters and sensors is expected to be complete by June 30, 2017. The new meters will be pre-programmed with the new parking rates approved by the City Commission on January 9, 2017. The new smart meters will be installed into the existing meter housings and the current meter poles will remain unchanged. The Parkmobile rates will be adjusted upon completion of the project.

SUGGESTED RESOLUTION:

To approve the service agreement with Heartland Payment Systems for services described in Attachment A – Agreement as submitted in the corrected proposal of April 20, 2017 and utilizing the special interchange pricing program for credit card payment processing contingent upon Heartland Payment Systems endorsing the City as additional insured upon execution of the agreement; further to direct the Mayor and City Clerk to sign the agreement on behalf of the City.

BIRMINGHAM CITY COMMISSION MINUTES

JANUARY 9, 2017

MUNICIPAL BUILDING, 151 MARTIN

7:30 P.M.

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Mayor Mark Nickita called the meeting to order at 7:30 PM.

II. ROLL CALL

ROLL CALL:	Present,	Mayor Nickita Commissioner Bordman Commissioner Boutros Commissioner DeWeese Mayor Pro Tem Harris Commissioner Hoff Commissioner Sherman
	Absent,	None

Administration City Manager Valentine, City Attorney Currier, Acting City Clerk Arft, City Planner Ecker, City Engineer O'Meara, BSD Assistant Rondello, Assistant Planner Campbell, Planning Intern Cowan,

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

IV. CONSENT AGENDA

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

01-10-17 APPROVAL OF CONSENT AGENDA

The following item was removed from the Consent Agenda:

- Item A (Minutes of November 21, 2016) by Commissioner Bordman
- Item M (Set Public Hearing to consider amendment to Zoning Ordinance)
- Commissioner Hoff will abstain from voting on Item A (Minutes of November 21, 2016) due to her absence from the meeting.

City Manager Valentine explained that Commissioner DeWeese asked to remove Item M from the Consent Agenda in order to clarify that there are two resolutions for setting the Public Hearing, and for consideration at the Public Hearing on February 13, 2017, it will be an "and/or" situation. For purposes of setting the Public Hearing tonight, we want to make sure that they are both set individually.

MOTION: Motion by Sherman, seconded by DeWeese:

To approve the Consent Agenda as follows, and with the correction that Item M should read

Mayor Nickita thinks this is reasonable increase for the foreseeable future.

MOTION: Motion by Sherman, seconded by DeWeese:
(Resolution A)

To authorize monthly permit rate increases effective March 1, 2017, according to the following schedule:

Pierce St.	\$70
Park St.	\$70
Peabody St.	\$70
N. Old Woodward Ave.	\$70
Chester St.	\$50
Parking Lot 6 – Regular	\$70
Parking Lot 6 – Economy	\$50
South Side (Ann St.)	\$60
South Side (S. Old Woodward Ave.)	\$35

(Resolution B)

To direct staff to increase all parking meters by 50¢ per hour as the new CivicSmart Liberty parking meters are installed, effectively raising the \$1 per hour meters in the central core of the downtown to \$1.50 per hour, and raising the 50¢ per hour meters to \$1 per hour.

Commissioner Hoff asked for more information on the CivicSmart Liberty parking meters before voting on Resolution B.

Commissioner Sherman suggested changing the resolution to have the meters also go out as of March 1st and eliminate the reference.

City Manager Valentine asked Police Chief to explain the thought process. Chief Clemence said it was thought if we purchase new meters for the entire downtown area, that it could be implemented in conjunction with the completion of the Old Woodward project for the entire city.

Commissioner Sherman and Commissioner DeWeese withdrew Resolution B.

VOTE: Yeas, 7
 Nays, None
 Absent, None

**01-05-17 PURCHASE OF CIVICSMART LIBERTY PARKING METERS AND
 VEHICLE SENSORS AND CREDIT CARD PROCESSING FEES**

Police Chief Clemence, Commander Grewe and Mr. Brad McGee were present and provided background information on the proposed parking meters, and discussed the results of the trial conducted between August 1st and August 30th, 2016. He described the price comparisons of both systems, and the wireless connectivity fees and charges, which have been proposed to be absorbed by the City. He suggested that it is a good time to consider emerging parking technologies as our current equipment is aging.

Commissioner Bordman asked if the City expects to experience a consistent 19% increase in revenue as was experienced during the trial. Chief Clemence said predictions are for a higher increase. Commissioner Bordman asked if that revenue increase will cover the ongoing expenses. Chief Clemence said it is expected to offset that cost after Finance Director Gerber reviewed the numbers.

Commissioner Hoff asked if coins can be used in the meters. Chief Clemence said that was an important feature of the system. Chief Clemence said the new meters will show the remaining time as the meters do today. Any denomination coin can be used.

Commissioner Boutros asked if the maximum times will be stay the same as currently. Chief Clemence said the time limits will be maintained at this time.

Commissioner Bordman said she is in favor of the system for the the central area, but knows we have parking issues in other places such as near Seaholm and on residential streets near Griffin Claw. She suggested we consider a kiosk/collection area instead of permit parking in some of the residential areas. She would like to keep those options open when considering parking issues in other areas of the city.

Commissioner Hoff said she does not see this positively. She thinks the loss of leftover time when a vehicle exits a spot is a negative perception. She asked if the City is trying to increase revenues. Chief Clemence said he does not think we are in the revenue business. In order to be competitive with other marketplaces, our technology should be first rate. He believes we are meeting the demand to be able to pay for parking with a credit card, which is perceived as a convenience by the public. Commissioner Hoff asked if anything is wrong with our current equipment. Chief Clemence said we replace a certain number of meters each year. It is considered old technology. The vendor has said that parts replacement will become an issue, so the meters will have to be replaced at some point. He noted that the current housings are being used for the new equipment to save on that cost.

Commissioner Hoff expressed concern in light of the fact that the City recently approved new electronic equipment in the structures. She is concerned that the new equipment will not be user friendly for everyone. She thinks we need a little balance, but is not sure it is good, user friendly equipment. She is concerned that it may keep people out of downtown, and about public perception.

City Manager Valentine noted that coins will still be able to be used with the new equipment, so it is a status quo situation. He said we can take what we have and are accustomed to, and expand it to allow for additional opportunity with the system.

Commissioner Sherman said the suggested meter is going to look the same as it does now. He thinks it makes sense.

MOTION: Motion by Sherman, seconded by Harris:

To accept the recommendation of the Advisory Parking Committee approving the purchase of 1,277 CivicSmart Liberty parking meters and vehicle sensors in the amount of \$787,270 for capital outlay and an additional \$586,143 for monthly maintenance and connectivity fees; further charging these expenditures to Auto Parking System Fund account number 585-538.001-981.0100, and direct staff to offer a credit card payment option at the new CivicSmart

Liberty parking meters, with all said card processing fees charged to the Auto Parking System Fund.

VOTE: Yeas, 6
Nays, 1 (Hoff)
Absent, None

01-06-17 PARKING METER INCREASES

Mayor Pro Tem Harris clarified that the increase would be implemented at the time the new parking meter equipment is rolled out. City Valentine confirmed that is the case.

MOTION: Motion by DeWeese, seconded by Sherman:

To direct staff to increase all parking meters by 50¢ per hour as the new CivicSmart Liberty parking meters are installed, effectively raising the \$1 per hour meters in the central core of the downtown to \$1.50 per hour, and raising the 50¢ per hour meters to \$1 per hour.

Commissioner Sherman clarified that the increase has nothing to do with the new technology per se. It is being done this way because the new meters will allow the increase to be done in a cost effective manner, rather than sending someone out to change each and every meter by hand.

Commissioner Hoff does not have a problem with the rate increase. She noted that to stay at a meter for two hours, \$3.00 in quarters will be needed, or the other options can be used for payment.

VOTE: Yeas, 7
Nays, None
Absent, None

01-07-17: ORDINANCE AMENDING CHAPTER 74 OFFENSES, ARTICLE IV – BAD CHECKS

Commander Scott Grewe explained the request for amending the ordinance relative to bad checks, as it was discovered that the penalty was incorrect.

MOTION: Motion by Boutros, seconded by Hoff:

To amend Part II of the City Code, Chapter 74 Offenses, Article IV. Offenses Against Property, Division 2 – Theft, Section 74-95 Bad Checks to replace “fine not more than \$100.00 and/or imprisonment for up to 90 days” with “fine not more than \$500.00 and/or imprisonment for up to 93 days” and authorize the Mayor and City Clerk to sign the ordinance on behalf of the city.

VOTE: Yeas, 7
Nays, None
Absent, None

01-08-17: ORDINANCE AMENDING CHAPTER 74 OFFENSES, ARTICLE VIII

Command Scott Grewe explained that our City Attorney asked for the specific language to be included to avoid any dispute in court.

MOTION: Motion by Boutros, seconded by Hoff:

To amend Part II of the City Code, Chapter 74 Offenses, Article VIII – Offenses Against Public

ATTACHMENT B - BIDDER'S AGREEMENT

For CREDIT CARD PROCESSING SERVICES FOR SINGLE SPACE PARKING METERS

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

1. They have carefully examined the specifications, terms and Agreement of the Request for Proposal and all other provisions of this document and understand the meaning, intent, and requirement of it.
2. They will enter into a written contract and furnish the item or items in the time specified in conformance with the specifications and conditions contained therein for the price quoted by the proponent on this proposal.

PREPARED BY (Print Name)	DATE
Mark Shapiro	April 13, 2017
TITLE	E-MAIL ADDRESS
National Account Director	mark.shapiro@e-hps.com
AUTHORIZED SIGNATURE	DATE
	4-14-2017
COMPANY	
Heartland Payment Systems	
ADDRESS	PHONE
3932 S. Boulevard, Edmond, OK 73013	(405) 531-3131
NAME OF PARENT COMPANY	PHONE
Global Payments Inc.	(770) 829-8000
ADDRESS	
10 Glenlake Pkwy NE, North Tower Atlanta, GA 30328	

ATTACHMENT C – COST PROPOSAL
FOR CREDIT CARD PROCESSING SERVICES FOR SINGLE SPACE PARKING METERS
(page 1 of 3)

SECTION 1

**** NOTE: QUANTITIES IN SECTION 1 ARE ESTIMATED ANNUAL TOTALS**

ITEM	ESTIMATED QUANTITY	DESCRIPTION OF WORK	UNIT PRICE	ITEM TOTAL
1	597,000	VISA / MASTERCARD / DISCOVER PROCESSING FEES	\$0.00	\$0.00
2	14,500	ACCESS FEE FOR DISCOVER TRANSACTIONS	\$0.00	\$0.00
3	435,000	ACCESS FEE FOR VISA TRANSACTIONS	\$0.00	\$0.00
4	147,500	ACCESS FEE FOR MASTERCARD TRANSACTIONS	\$0.00	\$0.00
5	597,000	BANKCARD AUTHORIZATION FEE	\$0.12	\$71,640
6	365	BATCH HEADER /SETTLEMENT FEES	\$0.00	\$0.00
7	1	VISA FIXED ACQ PROCESSING FEE	\$0.00	\$0.00
8	597,000	CREDIT CARD GATEWAY FEES	\$0.00	\$0.00
9	1	ANNUAL PCI FEE	\$0.00	\$0.00
SECTION 1 SUB TOTAL AMOUNT				\$71,640*

*This figure excludes Interchange fees. See the attached document entitled Special Interchange Pricing for exclusive Heartland interchange pricing.

NOTE: BIDDER MUST INDICATE INTERCHANGE MARKUP PERCENTAGE IF APPLICABLE:

0.00 %

NOTE: BIDDER MUST CONFIRM STANDARD INDUSTRIAL CLASSIFICATION (SIC) / MERCHANT CATEGORY CODE (MCC) TO BE USED FOR PROCESSING PARKING METER CREDIT CARD TRANSACTIONS:

CODE NUMBER(S) 7523 Unattended Metered Parking

SECTION 2

**** NOTE: QUANTITIES IN SECTION 2 ARE INCIDENTAL MONTHLY AND/OR ANNUAL FEES**
CREDIT CARD PROCESSING SERVICES FOR SINGLE SPACE PARKING METERS
(page 2 of 3)

ITEM	ESTIMATED QUANTITY	DESCRIPTION OF WORK	UNIT PRICE	ITEM TOTAL
1	12	MONTHLY ADMINISTRATIVE SERVICE FEE	\$0.00	\$0.00
2	PER	CHARGEBACK / RETRIEVAL FEE	\$25.00	\$0.00
3	12	ONLINE ACCOUNT ACCESS FEE	\$0.00	\$0.00
4	12	MONTHLY GATEWAY FEE	\$0.00	\$0.00
5	12	MONTHLY STATEMENT FEES	\$0.00	\$0.00
6	12	IRS MONTHLY FEES	\$0.00	\$0.00
7	1	ONE TIME SETUP FEE	\$0.00	\$0.00
8	1	ANNUAL FEE	\$0.00	\$0.00
SECTION 2 SUB TOTAL AMOUNT				\$0.00

ATTACHMENT C – COST PROPOSAL
FOR CREDIT CARD PROCESSING SERVICES FOR SINGLE SPACE PARKING METERS
 (page 1 of 3)

**SECTION 3- BIDDERS MUST LIST AND DETAIL ALL ADDITIONAL
 FEES NOT LISTED IN SECTIONS 1 AND 2 OF BID FORM**

ITEM	ESTIMATED QUANTITY	DESCRIPTION OF WORK –DETAIL ANY AND ALL ADDITIONAL PROCESSING FEES NOT LISTED IN SECTIONS 1 AND 2 (IF APPLICABLE)	UNIT PRICE	ITEM TOTAL
1	12	Service & Regulatory Mandate Fee (Per MID)	\$33.50	\$402.00
2				
3				
4				
5				
6				
7				
8				
9				
10				
SECTION 3 SUB TOTAL AMOUNT				\$402.00

ITEM	BID TOTAL	ANNUAL TOTAL (ALL FEES) FOR 597,000 TRANSACTIONS
1	FINAL BID (GRAND TOTAL AMOUNT)	\$72,042*

*Please see the attached Special Interchange Pricing document for a breakdown of the additional cost savings available to the City of Birmingham.



Special Interchange Pricing (For Unattended Metered Parking)

Heartland Payments has negotiated SPECIAL INTERCHANGE PRICING for UNATTENDED METERED PARKING clients who meet the following criteria.

Criteria:

Visa:	65% of your transaction must be \$5.00 or less
MasterCard:	All transactions under \$7.50 are eligible
Merchant Category Code:	7523 – Unattended Metered Parking

Example of potential savings:

Number of transactions:	597,000
Average Ticket Amount:	\$1.10
Annual Credit Card Volume:	\$656,700
Existing Interchange:	0.05% plus \$0.22 (regulated debit/prepaid)
Heartland Interchange:	1.80% plus \$0.035 (average IC for Visa & MC combined)

Based on 70% Debit vs 30% Credit Card Transactions

Transaction Fee

70% Debit		30% Credit	
Existing IC	Heartland IC	Existing IC	Heartland IC
417,900	417,900	179,100	179,100
<u>X \$0.22</u>	<u>X \$0.035</u>	<u>X \$0.04</u>	<u>X \$0.035</u>
\$91,938	\$14,626	\$7,164	\$6,268

Basis points

(417,900 x \$1.10=\$459,690)		(179,100 x \$1.10=\$197,010)	
\$459,690	\$459,690	\$197,010	\$197,010
<u>X 0.05%</u>	<u>1.80%</u>	<u>X 1.60%</u>	<u>X 1.80%</u>
\$229	\$8,274	\$3,152	\$3,546
\$91,938	\$14,626	\$7,164	\$6,268
<u>+ \$229</u>	<u>+ \$8,274</u>	<u>+ \$3,152</u>	<u>+ \$3,546</u>
\$92,167	\$22,900	\$10,316	\$9,814

Savings:	\$69,267	Savings:	\$502
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Total Savings: \$69,769

Heartland

Based on 50% Debit vs 50% Credit Card Transactions

Transaction Fee (50% Debit vs 50% Credit)

50% Debit

Existing IC	Heartland IC
298,500	298,500
<u>X \$0.22</u>	<u>X \$0.035</u>
\$65,670	\$10,447

50% Credit

Existing IC	Heartland IC
298,500	298,500
<u>X \$0.04</u>	<u>X \$0.035</u>
\$11,940	\$10,447

Basis points

(298,500 x \$1.10=\$328,350)

\$328,350	\$328,350
<u>X 0.05%</u>	<u>1.80%</u>
\$164	\$5,910

(298,500 x \$1.10=\$328,350)

\$328,350	\$328,350
<u>X 1.60%</u>	<u>X 1.80%</u>
\$5,253	\$5,910

\$65,670	\$10,447
<u>+ \$164</u>	<u>+ \$5,910</u>
\$65,834	\$16,357

\$11,940	\$10,447
<u>+ \$5,253</u>	<u>+ \$5,910</u>
\$17,193	\$16,357

Savings: \$49,477

Savings: \$836

Total Savings: \$50,313

ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM
For CREDIT CARD PROCESSING SERVICES FOR SINGLE SPACE PARKING METERS

PREPARED BY (Print Name)	DATE
Mark Shapiro	April 13, 2017
TITLE	E-MAIL ADDRESS
National Account Director	mark.shapiro@e-hps.com
AUTHORIZED SIGNATURE	DATE
	4-14-2017
COMPANY	
Heartland Payment Systems	
ADDRESS	PHONE
3932 S. Boulevard, Edmond, OK 73013	(405) 531-3131
NAME OF PARENT COMPANY	PHONE
Global Payments Inc.	(770) 829-8000
ADDRESS	
10 Glenlake Pkwy NE, North Tower Atlanta, GA 30328	
TAXPAYER I.D.#	22-3755714

ATTACHMENT A - AGREEMENT

For CREDIT CARD PROCESSING SERVICES FOR SINGLE SPACE PARKING METERS

This AGREEMENT, made this _____ day of _____, 2017, by and between CITY OF BIRMINGHAM, having its principal municipal office at 151 Martin Street, Birmingham, MI (hereinafter sometimes called "City"), and Heartland Payment Systems, LLC, having its principal office at 10 Glenlake Parkway North East, North Tower, Atlanta, GA 30328-3473 (hereinafter called "Contractor"), provides as follows:

WITNESSETH:

WHEREAS, the City is desirous of selecting a credit card processing services contractor for single space parking meters in the City of Birmingham and has heretofore advertised for bids for the procurement and performance of services required to perform **CREDIT CARD PROCESSING SERVICES FOR SINGLE SPACE PARKING METERS**, 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 **CREDIT CARD PROCESSING SERVICES FOR SINGLE SPACE PARKING METERS**.

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 **CREDIT CARD PROCESSING SERVICES FOR SINGLE SPACE PARKING METERS** and the Contractor's corrected cost proposal submitted April 20, 2017 including special interchange pricing shall be incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto. If any of the documents are in conflict with one another, this Agreement shall take precedence, then the RFP.
2. The City shall pay the Contractor for the performance of this Agreement in a sum not to exceed the amount proposed for combined total credit card processing fees, as set forth in the Contractor's corrected cost proposal including special interchange pricing submitted April 20, 2017.
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. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance (and Professional Liability Insurance, if applicable), as described above, shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal, shall be sent

to: Finance Director, City of Birmingham, PO Box 3001, 151 Martin Street, Birmingham, MI 48012-3001.

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

- 1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;
- 2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
- 3) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
- 4) Two (2) copies of Certificate of Insurance for Professional Liability Insurance;
- 5) If so requested, Certified Copies of all policies mentioned above will be furnished.

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

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

13. To the fullest extent permitted by law, the Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Birmingham, its elected and appointed officials, employees and volunteers working on behalf of the City of Birmingham against any and all third party claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, for any damages which may be asserted, claimed or recovered against or from the City of Birmingham, its elected and appointed officials, employees and volunteers working on behalf of the City of Birmingham, by reason of personal injury, including bodily injury and death and/or tangible property damage, which directly arises out of Contractor's negligence or willful misconduct. 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 and volunteers working on behalf of the City of Birmingham.

14. City shall at all times maintain a direct deposit account (the "Account" or "DDA"), in good standing, at a bank that is a Receiving Depository Financial Institution (RDFI) of the Federal Reserve Bank ACH System or other ACH settlement network. City agrees that all credits for collected funds shall be made automatically to the Account. City also agrees that it is responsible for all Chargebacks, Credit Vouchers, payments and adjustments and under the terms of this Agreement which shall be automatically made to the Account. City shall not close, restrict or change the Account without prior written approval from Contractor. City agrees to pay Contractor a twenty-five dollar (\$25.00) fee on all returned ACH items.

15. The PCI Security Standards Council ("PCI SSC") was founded by American Express, Discover Financial Services, JCB, MasterCard Worldwide and Visa, Inc. All five founders agreed to incorporate PCI Data Security Standards ("PCI DSS") as the technical requirements of each of their data security compliance programs. The PCI SSC is responsible for the Payment Application Data Security Standard ("PA-DSS") and PIN Transaction Security Requirements for PIN-Entry Devices ("PED"). The Card Schemes may levy fines, suspend or terminate services, or impose other restrictions if it is determined that City is not compliant with applicable security standards. City is responsible for all fines and fees assessed by any Card Scheme in connection with the City's violation of data security standards.
16. Debit transactions are governed by network regulations as well as federal and state laws and regulations, including but not limited to the Electronic Funds Transfer Act, and Regulation E, pursuant to which consumers may have up to sixty (60) days to dispute a Transaction. Merchant shall comply with all applicable federal, state and local laws and regulations.
17. Contractor agrees to mail or electronically transmit all Chargeback documentation to City promptly at City's address shown in the Application. City is responsible for verifying its monthly statement and its daily deposit for Chargebacks and Chargeback handling fees pursuant to this Agreement. City shall notify Contractor in writing within forty-five (45) days after any debit or credit is or should have been affected. If City notifies Contractor after such time, Contractor shall not have any obligation to investigate or effect any such adjustments. Any voluntary efforts by Contractor to assist City in investigating such matters after the 45 day notification has expired, shall not create an obligation to continue such investigation or any future investigation.
18. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, CONSEQUENTIAL, INDIRECT, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS, REVENUES, AND BUSINESS OPPORTUNITIES. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT. City acknowledges that any losses pursuant to this Agreement are commercial in nature.
19. CONTRACTOR MAKES NO WARRANTY WHATSOEVER REGARDING CARD AUTHORIZATIONS, DECLINES OR REFERRAL CODES, RESPONSES TO REQUESTS FOR AUTHORIZATION, PROCESSING, SETTLEMENT, OR ANY OTHER SERVICES PROVIDED BY OR ON BEHALF OF CONTRACTOR HEREUNDER, AND CONTRACTOR HEREBY DISCLAIMS ANY AND ALL SUCH WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, and without limitation of the foregoing, City acknowledges that Contractor has no liability or responsibility for the actions of any Card Scheme, Card Issuer or Cardholder.
20. This Agreement shall become effective upon acceptance of the first City deposit by Contractor and shall continue in effect for a term of twelve (12) months therefrom. Thereafter, the Agreement will automatically renew for additional twelve (12) month periods unless terminated by any party by giving thirty (30) days written notice prior to the end of any term, except that in case of reasonably suspected fraud or other criminal activity or as required by a Card Scheme, this Agreement may be terminated by either party immediately,

and written notice provided to the other party within ten (10) days thereafter. Notwithstanding the forgoing, this Agreement may be terminated by either party, for convenience, without penalty, upon thirty (30) days prior written notice to the other party.

21. No Third Party Beneficiary. Under no circumstance, shall any third party be considered a third party beneficiary of City's rights or remedies under this Agreement or otherwise be entitled to any rights or remedies of City under this Agreement.
22. 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.
23. 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.
24. All notices required to be sent pursuant to this Agreement shall be mailed to the following addresses:

City of Birmingham
Attn: Ellen DeView
151 Martin Street
Birmingham, MI 48009
(248) 530-1869

CONTRACTOR
Heartland Payment Systems
570 Devall Street, Suite 202
Auburn, AL 36831
(732) 332-0677

25. 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.
26. **FAIR PROCUREMENT OPPORTUNITY:** Procurement for the City of Birmingham will be handled in a manner providing fair opportunity for all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the City of Birmingham.

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

WITNESSES:

CONTRACTOR

Amanda Stuke
Amanda Stuke, Exec Assistant

By: Anthony Capucille
Its: Anthony Capucille, President

CITY OF BIRMINGHAM

By: _____
Mark Nickita
Its: Mayor

By: _____
Cherilynn Brown
Its: City Clerk

Approved:

m. H. C.

Mark H. Clemence, Chief of Police
(Approved as to substance)

Timothy J. Currier

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

Mark Gerber

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

Joseph A. Valentine

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



MEMORANDUM

Planning Division

DATE: May 1, 2017

TO: Joseph A. Valentine, City Manager

FROM: Jana L. Ecker, Planning Director

SUBJECT: Public Hearing for Special Land Use Permit Amendment and Final Site Plan Review at 250 N. Old Woodward – Emagine Palladium and Ironwood Grill

On March 25, 2015, the Planning Board conducted a public hearing to discuss a request by the applicant to open the Emagine Palladium Theatre, along with the Ironwood Grill, in the former Palladium Theatre space at 250 N. Old Woodward. Both the theatre and the restaurant were proposing to serve alcoholic liquors, and thus in accordance with the Zoning Ordinance, they are required to operate under a valid Special Land Use Permit. The existing Class C liquor license owner is The Palladium of Birmingham, LLC (owner of the Palladium Building), which is assigning the license to CH Birmingham, LLC a/k/a Emagine Palladium and Ironwood Grill Inside Emagine Palladium which will own and operate the theatre and restaurant previously proposed and approved. The Planning Board voted to recommend approval of the Final Site Plan and Special Land Use Permit Amendment to the City Commission with the following conditions:

1. Execute a contract with the City outlining the details of the proposed theatre and restaurant operations upon approval of the SLUP in accordance with the presentation made this evening;
2. Meet all City Department requests, subject to administrative approval;
3. Provide material specifications for the background sign panel on the marquis, and clarify all sign colors;
4. Obtain a variance from the Board of Zoning Appeals for all exterior entry signage;
5. Planning Board finds that the marquis is an architectural feature of the building, and is approved as an alternate design in lieu of a sign band; and
6. LED lighting on the Ironwood Grill signs must be mounted so that it is not visible through the open cut area.

On May 18, 2015, the City Commission approved the Final Site Plan and Special Land Use Permit to allow the operation of the Emagine Palladium Theatre and Ironwood Grill restaurant, operating under one Class C Liquor License, with the same conditions noted by the Planning Board. In accordance with this approval, the City Commission passed a resolution approving the Special Land Use Permit Amendment. In accordance with the terms of the SLUP Resolution, Emagine Palladium and Ironwood Grill were required to obtain the prior approval of the City Commission upon change in ownership or name of the establishment.

In or around December 2016, Emagine Palladium and Ironwood Grill changed the name and concept of the eating establishment serving alcoholic liquors. Ironwood Grill was converted into Four Story Burger, a new, casual restaurant concept serving alcoholic liquors. A SLUP Amendment was not requested to permit this change, and the City Commission thus did not provide approval of the name change nor update the provisions of the SLUP to allow for the operation of Four Story Burger.

Accordingly, the City Commission set a public hearing for April 13, 2017 on the SLUP for Emagine Palladium and Ironwood Grill to review the SLUP at 250 N. Old Woodward due to the failure of Emagine to comply with the terms of the SLUP. The applicant has since submitted an application for a SLUP Amendment and Final Site Plan approval.

On March 22, 2017, the Planning Board considered the SLUP Amendment application and Final Site Plan for 250 N. Old Woodward to request approval for the name change to the establishment that occurred in December 2016. The Planning Board unanimously recommended approval of the Final Site Plan and SLUP Amendment application for Emagine Palladium and Four Story Burger with the following condition:

1. The applicant will be required to execute an amended contract with the City outlining the details of the proposed theatre and restaurant operations that must be fully executed upon approval of the SLUP Amendment.

On April 13, 2017, the City Commission opened the public hearing for the Special Land Use Permit Amendment and Final Site Plan Review for 250 N. Old Woodward, and continued the public hearing to May 8, 2017 to allow the managing partners to attend.

A copy of the staff report that was considered by the Planning Board is attached for your review and consideration, as are the plans for the proposed changes to the establishment and the revised SLUP resolution and contract.

SUGGESTED ACTION:

To approve the Special Land Use Permit Amendment and Final Site Plan Review for 250 N. Old Woodward, Emagine Palladium Theatre and Ironwood Grill restaurant to allow the establishment to change their name to Emagine Palladium Theatre and Four Story Burger.

Planning Board Minutes
March 11, 2015

SPECIAL LAND USE PERMIT ("SLUP")

FINAL SITE PLAN REVIEW

250 N. Old Woodward Ave.

Emagine Palladium Theatre, and Ironwood Grill

Application to allow a movie theatre, restaurant and bar serving alcoholic liquors in a portion of the former Palladium Theatre space

Ms. Ecker explained that the subject site is located at 250 N. Old Woodward Ave., on the south side of the existing Palladium building, in a portion of the former Palladium Theatre space. The parcel is zoned B-4, Business-Residential and D-4 in the Downtown Overlay District.

The applicant, Emagine Palladium Theatre and Ironwood Grill, is seeking approval of the transfer of ownership of one of the Class C liquor licenses that has long been associated with the Palladium Building to allow the owner to operate the Emagine Palladium Theatre and Ironwood Grill under Chapter 10, Alcoholic Liquors, of the City Code. This license was formerly used at Buca di Beppo and is being transferred from 270 N. Old Woodward to 250 N. Old Woodward. This Class C liquor license is proposed to be held by CH Birmingham, LLC,

The applicant has indicated that dancing and entertainment will be offered at special events only. The applicant has also indicated that the additional bar permit is to allow the use of a "floating bar," which will be set up in certain areas of the establishment as needed for special events. Finally, the applicant has advised that the specific purpose permit is to allow the showing of movies and the service of food outside the normal operating hours for the service of alcohol (such as special midnight release showings that could go past 2 a.m., thus the theater would be open past 2 a.m., but alcohol service would cease at 2 a.m.). No outdoor dining permit is requested, nor required.

Emagine Palladium Theatre and Ironwood Grill will be required to obtain a recommendation from the Planning Board on the Final Site Plan and SLUP and then obtain approval from the City Commission for the Final Site Plan and SLUP, and for the transfer of ownership of the existing liquor license.

Ms. Ecker advised that the proposed theatre and restaurant space is approximately 31,000 sq. ft. in size, and is proposing to operate five movie screens are proposed with a total of 590 seats. The former Palladium Theatre had 12 screens and 2200 seats. Emagine Palladium Theatre and Ironwood Grill propose to operate under a new neighborhood theatre membership model, where patrons must purchase a yearly membership. Under this model, only members can buy movie tickets, and all individual seats will be reserved for a specific date and time. The applicant does intend to provide guest memberships to visitors staying at the Townsend Hotel. All theatre seating will be luxury recliners and luxury rockers in the digital projection auditoriums.

Ironwood Grill is proposed to be open to the public (with no membership requirement). The restaurant will provide an upscale casual dining experience and offer 198 seats,

including 17 seats at the bar, with an exhibition style brick pizza oven kitchen and an open air dining experience overlooking Hamilton St. Ironwood Grill will offer award winning BBQ specialties and wood-fired Neapolitan style pizzas, a variety of freshly prepared dishes and an extensive selection of craft beer, wine and cocktails. A private banquet room is also proposed with a private bar that will be available for rental.

Design Review

The applicant is proposing several design changes to the existing building. The changes proposed are to the design of the marquis itself, signage changes and the removal of decorative metal elements and fixed windows at the new fourth floor. The applicant is proposing to remove the art deco metal design element from the top of the marquis as well as the changeable channel letter boards that were previously used to list movies being shown in the former Palladium Theatre. In addition, 40 ft. of the fourth floor fixed curtain wall windows are proposed to be replaced with a retractable Nanawall folding window system to provide an open air dining experience in the portion of the Ironwood Grill overlooking Hamilton St. above the existing marquis.

Three new name letter signs and three graphic elements are proposed to be mounted to the existing marquis sign. The sign drawings as submitted do not meet all required sign standards. The applicant has agreed to comply with the sign requirements. Details are needed from the petitioner with regard to the balcony railing, the spandrel glass and signage. This evening the board will consider only the packet that has been submitted and reviewed.

Discussion followed as to whether the membership requirement causes the operation to be a private social club rather than a movie theatre and how that may affect the Liquor License.

Mr. Paul Glance, CEO of Imagine Entertainment, Inc., talked about the project. They have substantially reduced the seat count which is consistent with their goal of serving the local community as a neighborhood theatre. They believe that by creating an economic barrier to entry they will to some degree ensure they are serving the demographic that they endeavor to serve. They are considering a \$400 membership fee which would include a \$250 gift card that could be used at the theatre. Thereafter the membership would be \$150/year. He wants the theatre to be a place where there will be civility and good behavior.

Mr. Glance advised that on occasions when there is a special midnight showing, the theatre may stay open until 2 a.m.

Ms. Whipple-Boyce asked if it is possible to see what is going on in other floors in order to understand how this application fits into the site as a whole. Ms. Lazar said the new concept of requiring membership comes across to her as being very exclusionary and she is uncomfortable with it. Mr. Glance replied the venue is so small that they can't serve a region. The best they can do is to serve a community. He noted they are not selling movies anymore; they are selling an out-of-home entertainment experience. If they don't pick up their game to better serve the market, he thinks they will be relegated to the economic junk heap.

There was no input from the public at 8:50 p.m.

Motion by Mr. DeWeese

Seconded by Ms. Whipple-Boyce to postpone the Final Site Plan and SLUP for 250 N. Old Woodward Ave, Emagine Palladium Theatre and Ironwood Grill to March 25, 2015, pending receipt of:

- 1. Detailed elevation drawings to illustrate the design of the proposed safety barrier or the panel that may be attached to the safety barrier;**
- 2. Specification sheets and color selection for all proposed materials, which materials shall not include the use of spandrel glass or glass railings; and**
- 3. Detailed signage drawings with dimensions to show the amount of proposed signage, as well as a section view to show the mounting details and projection information, as well as material and lighting specifications.**

Also, staff getting the necessary information about the impact of this being a membership type organization and how it affects Planning and City Code.

No one from the public wished to speak about the motion at 8:54 p.m.

Motion carried, 6-0.

VOICE VOTE

Yeas: DeWeese, Whipple-Boyce, Clein, Jeffares, Lazar, Share

Nays: None

Absent: Boyle, Koseck, Williams

**Planning Board Minutes
March 25, 2015**

SPECIAL LAND USE PERMIT ("SLUP")

FINAL SITE PLAN REVIEW

250 N. Old Woodward Ave.

Emagine Palladium Theatre, and Ironwood Grill (postponed from March 11, 2015)

Application to allow a movie theatre, restaurant and bar serving alcoholic liquors in a portion of the former Palladium Theatre space

Ms. Ecker recalled that on March 11, 2015 the applicant appeared before the Planning Board. The Planning Board postponed the matter and requested additional information on the proposed membership theatre concept, an updated and ordinance compliant sign package with all required details, and design and material details on the proposed exterior changes on the fourth floor of the south elevation where open air dining is proposed. At this time the applicant has provided a detailed elevation of the fourth floor of the south elevation where open air dining is proposed. The applicant has removed all previously proposed spandrel glass and replaced it with metal panels, which are permitted.

Design Review

The applicant is proposing several design changes to the existing building. The changes proposed are to the design of the marquis itself, signage changes, and the removal of decorative metal elements and fixed windows at the new fourth floor. The applicant is proposing to remove the art deco metal design element from the top of the marquis as well as the changeable channel letter boards that were previously used to list movies being shown in the former Palladium Theatre. In addition, 40 ft. of the fourth floor fixed curtain wall windows are proposed to be replaced with a retractable Nanawall folding window system to provide an open air dining experience in the portion of the Ironwood Grill overlooking Hamilton St. above the existing marquis.

Ms. Ecker advised that an updated sign package has been received. However, Article 3 of the Zoning Ordinance provides that only one sign is permitted per entry for each business whose primary square footage is on the first story. ***As the primary square footage for both the Emagine Theatre and the Ironwood Grill is on the fourth story, the applicant will be required to obtain a variance from the Board of Zoning Appeals for all exterior entry signage.*** Further, the Planning Board must determine if a sign band is architecturally feasible above the theatre entry doors between the first and second floors. As the marquis is located in the area generally reserved for a sign band, the Planning Board may wish to approve it as an alternative design for the placement of signage.

In response to the chairman, Ms. Ecker advised there is currently nothing in the ordinance that prohibits a membership based theatre.

Mr. Paul Glantz, CEO of Emagine Entertainment, Inc., talked about their plans. They have now resolved to take a slightly different tact with respect to their membership concept. The approach now will be that customers can purchase a seat license that will allow preferential booking rights on Friday, Saturday, Sunday and certain holidays. Other than that, the venue

will be open to the public. They do not intend to impose a two-drink maximum restriction. Also, they plan to use low light surveillance cameras to monitor behavior.

Mr. Jason Gekiere, Tower Construction, Construction Manager for the project, explained that a small glass petition that sticks up provides an added level of protection within the curtain wall system. Mr. Michael Southen with Signature Associates, Consultant to Emagine Theatre, described the detail on the partition.

With respect to limiting the number of drinks that can be served to patrons, Mr. DeWeese thought the City could write the agreement to say if they start having problems the SLUP would come back up for review. Mr. Williams stated he is in favor of the project. A little elitism will ease the traffic flow in that neighborhood. Mr. Koseck encouraged the petitioner to take another look at the sign. He thought it could be better. Mr. DeWeese had the concern that the City Attorney should look at the membership concept before it goes to the City Commission.

At 8 p.m. no one from the audience wished to discuss this matter.

Motion by Mr. DeWeese

Seconded by Mr. Williams that the Planning Board recommends approval of the applicant's request for a Final Site Plan and a SLUP approval to permit Emagine Palladium Theatre and Ironwood Grill to operate at 250 N. Old Woodward Ave. with the following conditions:

- 1. Execute a contract with the City outlining the details of the proposed theatre and restaurant operations upon approval of the SLUP in accordance with the presentation made this evening;**
- 2. Meet all City Department requests, subject to administrative approval;**
- 3. Provide material specifications for the background sign panel on the marquis, and clarify all sign colors;**
- 4. Obtain a variance from the Board of Zoning Appeals for all exterior entry signage;**
- 5. Planning Board finds that the marquis is an architectural feature of the building, and is approved as an alternate design in lieu of a sign band; and**
- 6. LED lighting on the Ironwood Grill signs must be mounted so that it is not visible through the open cut area.**

No comments were heard from members of the public at 8:03 p.m.

Motion carried, 6-0.

ROLLCALL VOTE

Yeas: DeWeese, Williams, Clein, Jeffares, Koseck, Share

Nays: None

Abstain: Whipple-Boyce

Absent: Boyle, Lazar

City Commission Minutes
May 18, 2015

05-110-15

**PUBLIC HEARING TO CONSIDER SPECIAL LAND USE PERMIT
AMENDMENT FOR 250 NORTH OLD WOODWARD**

Mayor Sherman opened the Public Hearing to approve the Final Site Plan and Special Land Use Permit (SLUP) Amendment – 250 N. Old Woodward – Emaine Palladium Theatre and Ironwood Grill restaurant at 7:34 PM.

Planning Director Ecker explained that all liquor license establishments are subject to a SLUP review. The three licenses at this address are being transferred from the former owner to the Jonah family, then to the new operators of each of the new establishments using those licenses. This is to transfer one of the licenses to the Jonah family, then to Emaine Palladium and Ironwood Grill. She explained the layout of the Emaine theater and the Ironwood Grill.

In response to a question from Mayor Pro Tem Hoff, Ms. Ecker explained that there is nothing in the zoning ordinance that restricts the hours of operation to 2:00 AM. The applicant wanted to confirm that there would be no issue if they run past 2:00 AM in the case of special features or premiers.

Mr. Paul Glantz, Emaine Entertainment, explained that there will be no advertising of the film outside of the building. He explained that most users use the internet or phone to look up show times. He explained the preferred seating model and noted that this will be a family environment.

In response to a question from Mayor Sherman regarding the dance permit endorsement, Mr. Glantz explained that the facility has a banquet room. It would be a rare circumstance that there would be dancing.

The Commission received a communication in support of the project from Victor Doherty, 1573 South Eton.

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

**MOTION: Motion by Rinschler, seconded by Nickita:
To approve the Final Site Plan and Special Land Use Permit Amendment at 250 N. Old Woodward to allow the operation of the Emaine Palladium Theatre and Ironwood Grill restaurant, operating under one Class C Liquor License to be held by CH Birmingham, LLC:**

WHEREAS, CH Birmingham LLC dba Emaine Palladium and Ironwood Grill inside Emaine Palladium have together filed an application pursuant to Article 7, section 7.34 of Chapter 126, Zoning, of the City Code to operate two food and drink establishments under common ownership, both serving alcoholic liquors, as required in Article 6, section 6.02(5) of Chapter 126, Zoning, of the City Code;

WHEREAS, The land for which the Special Land Use Permit is sought is located on the east side of N. Old Woodward along Hamilton Row;

WHEREAS, The land is zoned B-4, and is located within the Downtown Birmingham Overlay District, which permits food and drink establishments serving alcoholic liquors with a Special Land Use Permit;

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

WHEREAS, The Planning Board on March 25, 2015 reviewed the application for Final Site Plan and Special Land Use Permit and recommended approval with the following conditions:

1. Execute a contract with the City outlining the details of the proposed theatre and restaurant operations upon approval of the SLUP in accordance with the presentation made this evening;
2. Meet all City Department requests, subject to administrative approval;
3. Provide material specifications for the background sign panel on the marquis, and clarify all sign colors;
4. Obtain a variance from the Board of Zoning Appeals for all exterior entry signage;
5. Planning Board finds that the marquis is an architectural feature of the building, and is approved as an alternate design in lieu of a sign band; and
6. LED lighting on the Ironwood Grill signs must be mounted so that it is not visible through the open cut area.

WHEREAS, The applicant has agreed to comply with all conditions for approval as recommended by the Planning Board on March 25, 2015;

WHEREAS, The Birmingham City Commission has reviewed CH Birmingham LLC dba Emagine Palladium and Ironwood Grill inside Emagine Palladium's Special Land Use Permit application and the standards for such review as set forth in Article 7, section 7.36 of Chapter 126, Zoning, of the City Code;

NOW, THEREFORE, BE IT RESOLVED, The Birmingham City Commission finds the standards imposed under the City Code have been met, subject to the conditions below, and that the CH Birmingham LLC dba Emagine Palladium and Ironwood Grill inside Emagine Palladium application for a Special Land Use Permit authorizing the operation of two food and drink establishments, under common ownership, serving alcoholic liquors with a Class C liquor license with a Direct Connect Endorsement, New Sunday Sales Permit (AM and PM), Dance Permit, Entertainment Permit, (1) New Add Bar Permit, Specific Purpose Permit (food and movies) at 250 N. Old Woodward in accordance with Chapter 10, Alcoholic Liquors, is hereby approved;

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

is granted subject to the following conditions:

1. Execute a contract with the City outlining the details of the proposed theatre and restaurant operations upon approval of the SLUP in accordance with the presentation made this evening;
2. Meet all City Department requests, subject to administrative approval;
3. Provide material specifications for the background sign panel on the marquis, and clarify all sign colors;
4. Obtain a variance from the Board of Zoning Appeals for all exterior entry signage;
5. Planning Board finds that the marquis is an architectural feature of the building, and is approved as an alternate design in lieu of a sign band;
6. LED lighting on the Ironwood Grill signs must be mounted so that it is not visible through the open cut area;
7. CH Birmingham LLC dba Eimage Palladium and Ironwood Grill inside Eimage Palladium shall abide by all provisions of the Birmingham City Code;
8. The Special Land Use Permit may be canceled by the City Commission upon finding that the continued use is not in the public interest;
9. CH Birmingham LLC dba Eimage Palladium and Ironwood Grill inside Eimage Palladium shall provide for the removal of disposable materials resulting from the operations and maintain the area in a clean and orderly condition by providing the necessary employees to guarantee this condition, and by the placement of a trash receptacle in the outdoor seating area; and
10. CH Birmingham LLC dba Eimage Palladium and Ironwood Grill inside Eimage Palladium shall enter into a contract with the City outlining the details of the operation of the proposed restaurants.

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

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

MAY IT BE FURTHER RESOLVED that CH Birmingham LLC dba Eimage Palladium and Ironwood Grill inside Eimage Palladium are recommended for operation of a theatre and restaurant, under common ownership, serving alcoholic liquors, with a Class C Liquor License with a Direct Connect Endorsement, New Sunday Sales Permit (AM and PM), Dance Permit, Entertainment Permit, (1) New Add Bar Permit, Specific Purpose Permit (food and movies) at 250 N. Old Woodward, Birmingham, Michigan, 48009, above all others, pursuant to Chapter 10, Alcoholic Liquors, of the Birmingham City Code, subject to final inspection.

VOTE:	Yeas,	7
	Nays,	None
	Absent,	None

Project:

EMAGINE PALLADIUM THEATER
FOUR STORY BURGER
209 Hamilton Row
Birmingham, Michigan 48009

Seal:

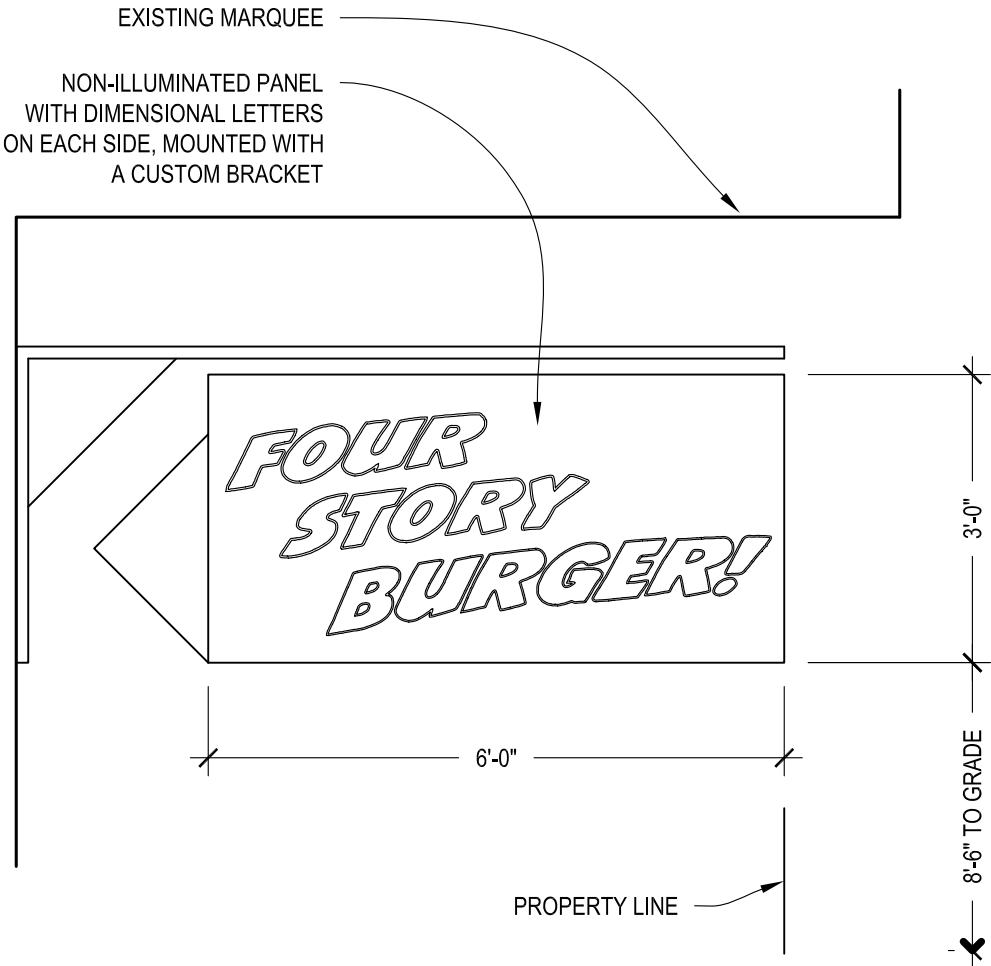
Issue Date:

SLIP AMENDMENT	3/6/2017

Sheet Title:

EXTERIOR
ELEVATIONS

Sheet Number:



NEW SIGN

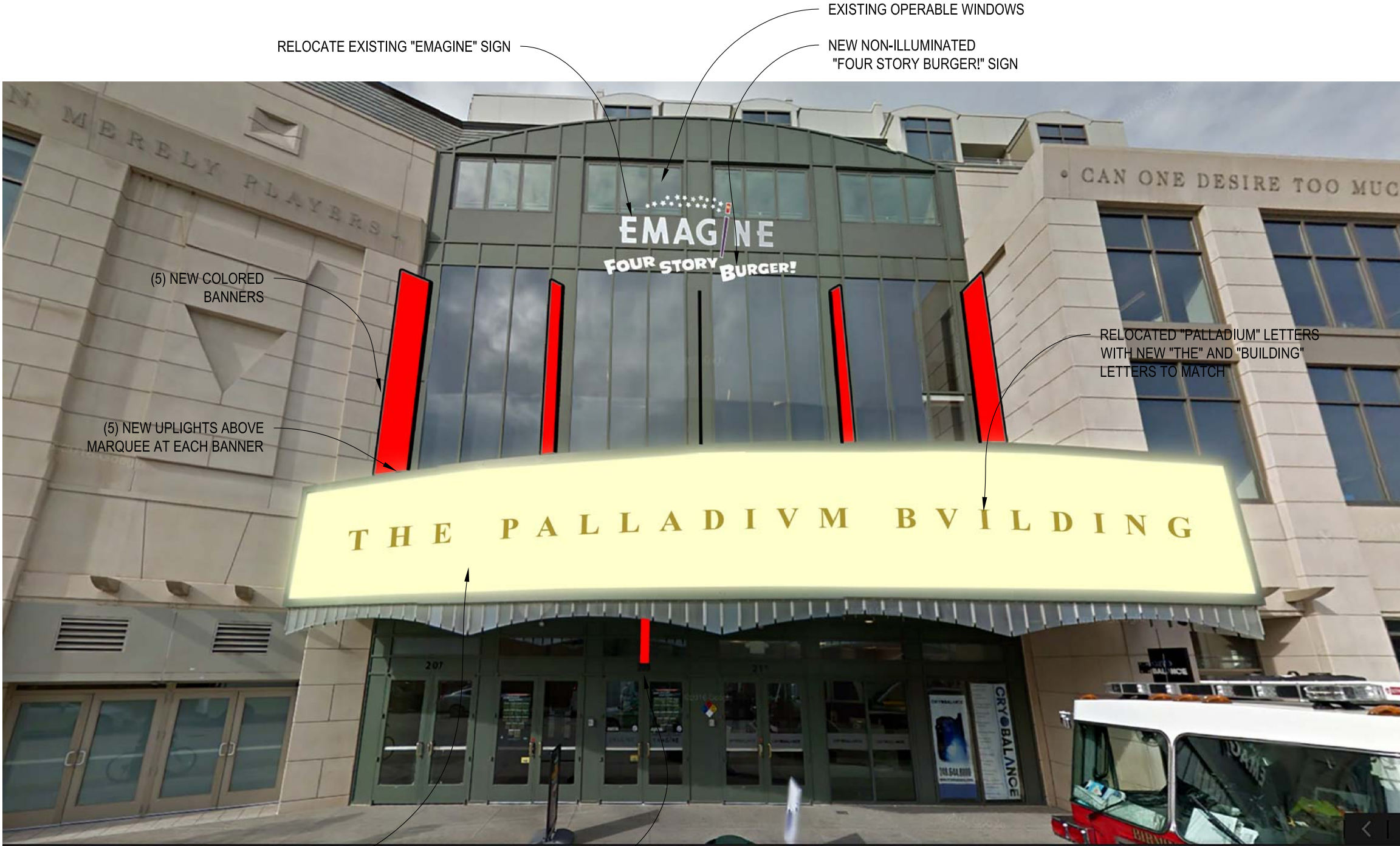
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ELIMINATE DECORATIVE
EMBLEMS

EXISTING ELEVATION

N.T.S.

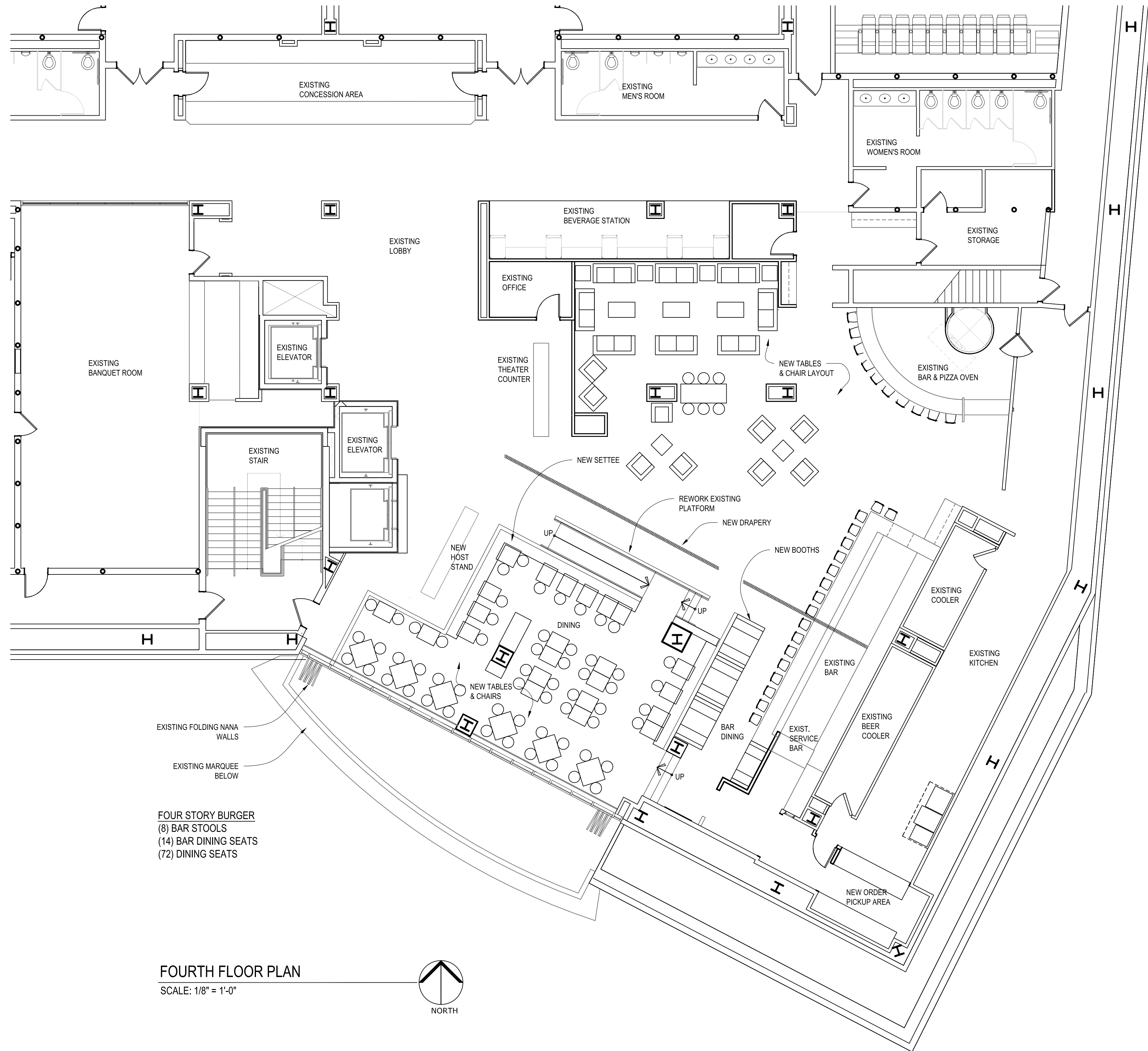
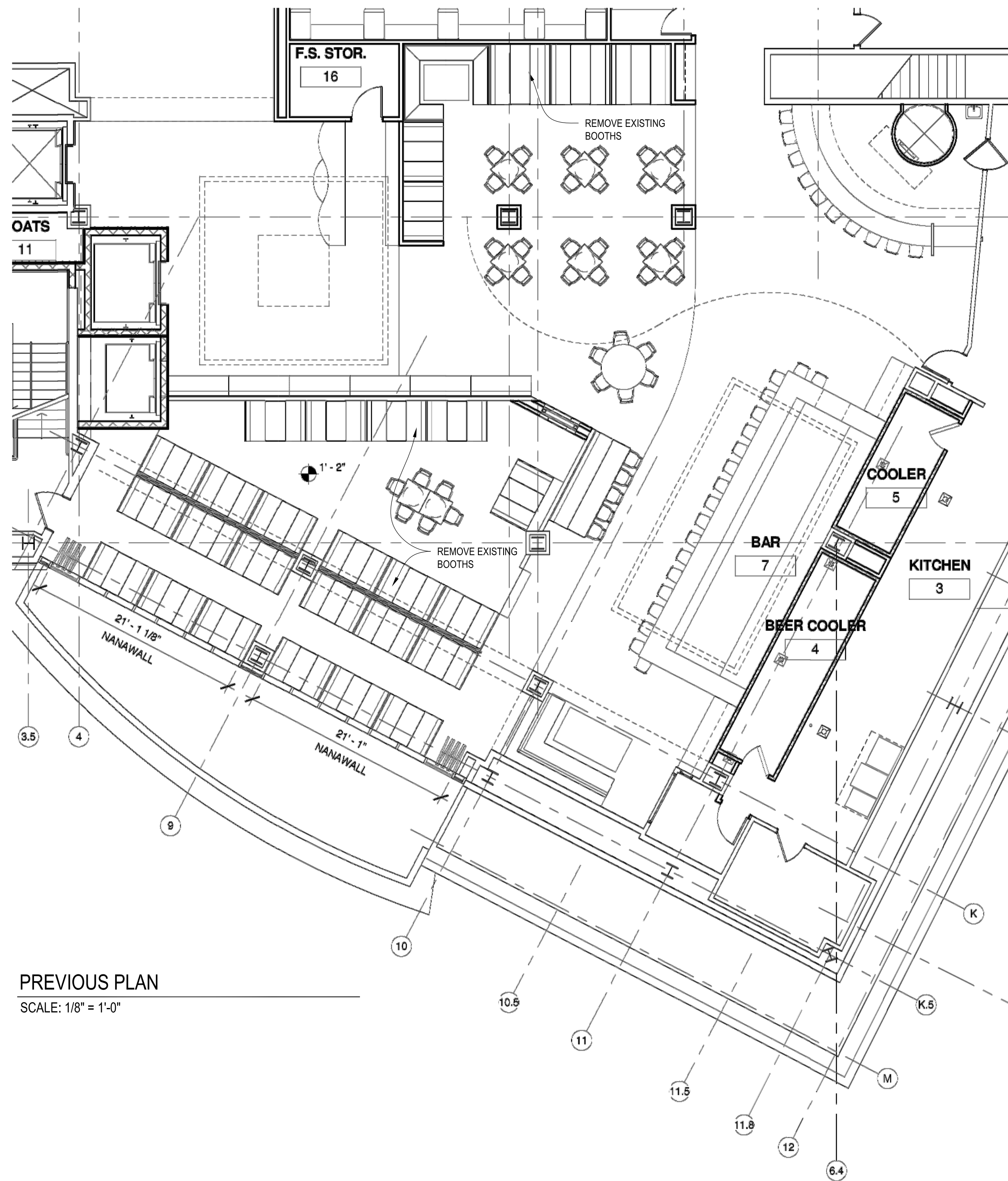
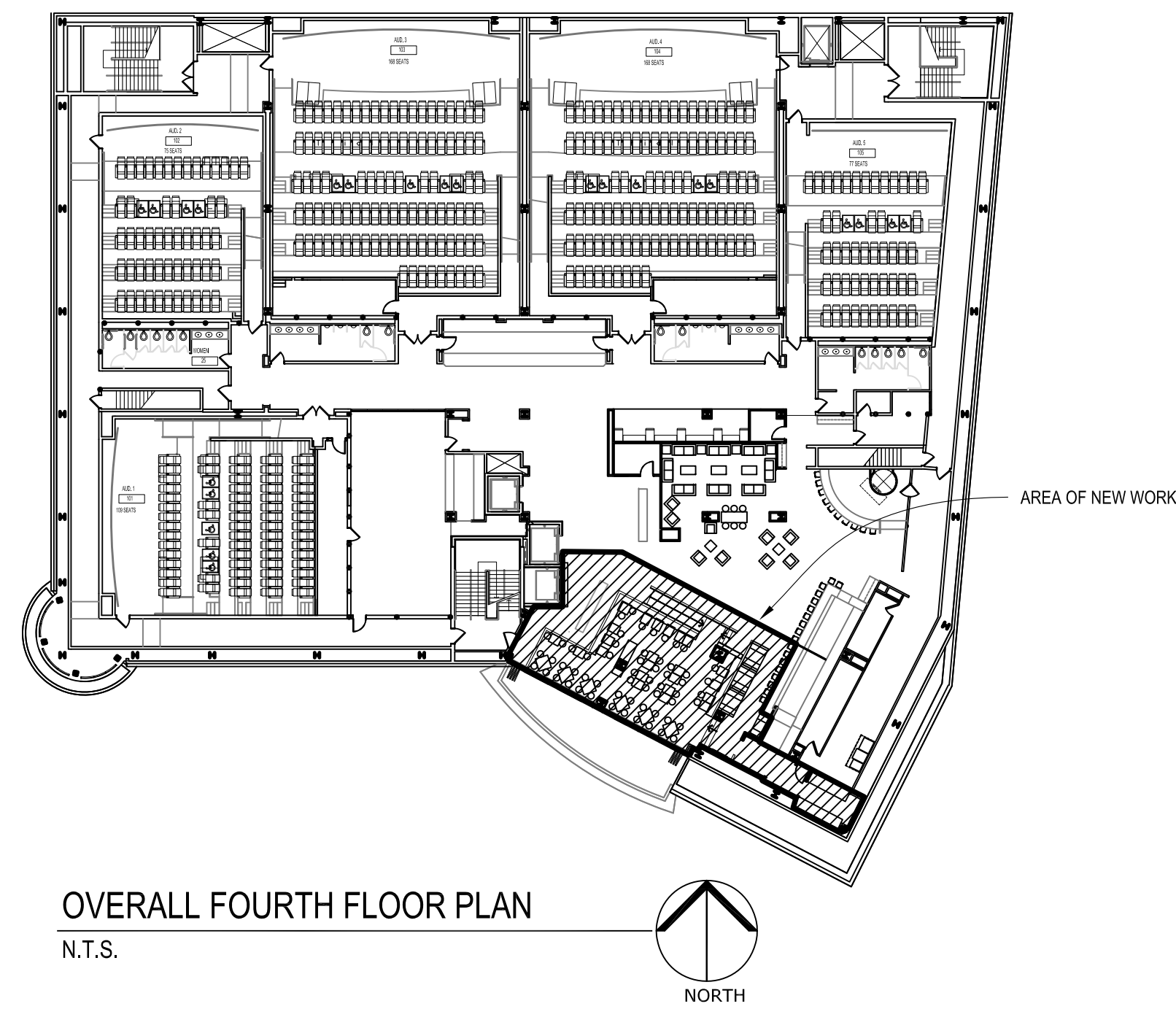


NEW ILLUMINATED
IVORY FASCIA ON EXISTING
MARQUEE

NEW HANGING
FOUR STORY BURGER
SIGN PERPENDICULAR TO
STOREFRONT

PROPOSED ELEVATION

N.T.S.





SHOCKING SANDWICHES!

ALL OF OUR SANDWICHES ARE SERVED ON A LOCALLY BAKED

**CRISPELLI'S
BREAD
& BUNS**



& INCLUDES OUR HOUSE-MADE
BREAD & BUTTER PICKLES &
A SPICY GARLIC DILL SPEAR

FOUR STORY BURGER!

CLASSIC BURGER

1/3 lb of Fresh Angus Beef topped with Mayo, Mustard, Butter-Glazed Onions, Cheddar Cheese, Lettuce & Tomato

\$10

Make it a Double!

Add an Angus Burger \$3

THE CLUCKING MENACE!

GRILLED CHICKEN

Butter-Grilled Chicken Breast, Shaved Ham, Swiss, Lettuce, Tomato, Red Onion & Our House-Made Horseradish Mustard

\$12

IT CAME FROM BENEATH THE SEA!

GRILLED SALMON

Bay of Fundy Salmon Filet, Lettuce, Tomato, Red Onion & Green Goddess Dressing

\$14

SANDWICH FROM ANOTHER DIMENSION!

GRILLED VEGGIES

Grilled Eggplant, Zucchini, Sautéed Mushrooms, Red Peppers, Onions, Baby Spinach, Feta Cheese & Sweet Red Pepper Aioli on Thick-Cut Crispelli's Texas Toast

\$12

MELT!

GRILLED CHEESE

Cheddar, Swiss & Parmesan with Sweet Red Pepper Aioli on Thick-Cut Crispelli's Texas Toast

\$8

Extras!



APPLEWOOD
SMOKED BACON \$2

FIRE-ROASTED
JALAPEÑO PEPPERS \$1

BRAZILIAN ONION
& PEPPER SAUCE \$2

SMASHED AVOCADO \$2

SAUTÉED MUSHROOMS \$1

CHILI & CHEESE \$3

FRIED EGG (over-easy) \$2

★★ ADD ★★
FRENCH FRIES \$3

★★ ADD ★★
ONION RINGS \$4

★★ ADD ★★
SIDE SALAD \$4



Earth Shaking **SIDES!**

**WATCH
OUT!**

FRENCH FRIES

1 lb of Fresh, Hand-Cut Fries
Add White Truffle Salt
& Shaved Parmesan \$3

\$6

ONION RINGS

Served in a Monstrous Tower

\$8

SWEET POTATO TATER TOTS

Topped with Green Onions

\$6

RED RIVER CHILI

Our House-Made Chili with
Roast Beef, Pork Sausage
& Ground Beef topped with
Cheddar Cheese & Sour Cream

\$7

THAI-CHILI CAULIFLOWER

Roasted Cauliflower Tossed in a
Sweet & Spicy Thai-Chili Sauce
& topped with Green Onions

\$6

FRESH PICKLES

1 Pint Jar of Our House-Made Pickles
Choice of Bread & Butter
or Spicy Garlic Dill

\$7

SIDE SALAD

Small Salad with Mixed Greens,
Tomato, Cucumber, Red Onion,
Carrot, Cheddar Cheese & Bacon

\$4

UNBELIEVABLE **DESSERTS!**



Annabel's FUDGY BROWNIE

House-Made Brownie Fingers
Add a Mini-Milkshake \$3

\$3

MALTS & MILKSHAKES

Locally-Made Custard
Choice of Chocolate or Vanilla

\$5

ASK ABOUT MENU ITEMS THAT ARE COOKED TO ORDER.
CONSUMING UNDERCOOKED MEATS OR EGGS COULD INCREASE YOUR RISK OF FOODBORNE ILLNESS.



CREATE YOUR OWN SALAD! \$9



SERVED WITH ANNABEL'S
CRUNCHY BREAD

NAME: _____ TABLE #: _____

GREENS

- | | |
|---|--|
| <input type="checkbox"/> FIELD GREENS | <input type="checkbox"/> BABY KALE |
| <input type="checkbox"/> ROMAINE HEARTS | <input type="checkbox"/> ICEBERG LETTUCE |
| <input type="checkbox"/> BABY SPINACH | |

VEGGIES

- | | |
|--|---|
| <input type="checkbox"/> EDAMAME | <input type="checkbox"/> CORN |
| <input type="checkbox"/> CHICKPEAS | <input type="checkbox"/> SHREDDED CARROTS |
| <input type="checkbox"/> BLACK BEANS | <input type="checkbox"/> SCALLIONS |
| <input type="checkbox"/> QUINOA | <input type="checkbox"/> RED ONIONS |
| <input type="checkbox"/> MUSHROOMS | <input type="checkbox"/> KALAMATA OLIVES |
| <input type="checkbox"/> TOMATOES | <input type="checkbox"/> SUN-DRIED TOMATOES |
| <input type="checkbox"/> CUCUMBER | <input type="checkbox"/> ROASTED BEETS |
| <input type="checkbox"/> RED BELL PEPPER | |

CHEESE

- | | |
|--|---|
| <input type="checkbox"/> BLUE CHEESE | <input type="checkbox"/> SHREDDED CHEDDAR |
| <input type="checkbox"/> SHAVED PARMESAN | <input type="checkbox"/> FETA CHEESE |
| <input type="checkbox"/> GOAT CHEESE | |

CRUNCHY & SWEET

- | | |
|--|--|
| <input type="checkbox"/> BACON | <input type="checkbox"/> PEPITAS |
| <input type="checkbox"/> CROUTONS | <input type="checkbox"/> APPLES |
| <input type="checkbox"/> SUNFLOWER SEEDS | <input type="checkbox"/> DRIED CRANBERRIES |
| <input type="checkbox"/> TOASTED ALMONDS | <input type="checkbox"/> GOLDEN RAISINS |
| <input type="checkbox"/> CANDIED PECANS | |

DRESSING

- | | | |
|---|---------------------------------|--|
| <input type="checkbox"/> RANCH | <input type="checkbox"/> CAESAR | <input type="checkbox"/> SESAME-SOY VINAIGRETTE |
| <input type="checkbox"/> GREEN GODDESS | | <input type="checkbox"/> SWEET LEMON VINAIGRETTE |
| <input type="checkbox"/> RED WINE VINAIGRETTE | | <input type="checkbox"/> CARROT-GINGER |

EXTRAS

- | | | | |
|--|-----|--|-----|
| <input type="checkbox"/> AVOCADO | \$2 | <input type="checkbox"/> BURGER PATTY | \$3 |
| <input type="checkbox"/> GRILLED CHICKEN | \$3 | <input type="checkbox"/> GRILLED VEGGIES | \$2 |
| <input type="checkbox"/> GRILLED SALMON | \$7 | | |

DRAFT BEERS

16 oz 23 c

GRIFFIN CLAW NORM'S RAGGEDY ASS	\$7	\$9
SAM ADAMS SEASONAL	\$7	\$9
LEINENKUGEL'S BAVARIAN DUNKLE	\$7	\$9
BELL'S TWO-HEARTED ALE	\$7	\$9
SHORT'S HUMA LUPA LICIOUS	\$7	\$9
ROCHESTER MILLS RED	\$7	\$9
FOUNDER'S SEASONAL	\$7	\$9
ATWATER VANILLA JAVA PORTER	\$7	\$9
FOUNDER'S DIRTY BASTARD	\$7	\$9
ANGRY ORCHARD	\$7	\$9
BLUE MOON	\$7	\$9
SAM ADAMS BOSTON LAGER	\$7	\$9
FAT TIRE	\$7	\$9
GUINNESS	\$7	\$9
STELLA ARTOIS	\$7	\$9
BUD LIGHT	\$5	\$7
MILLER LIGHT	\$5	\$7

BOTTLED BEERS

AMSTEL LIGHT	\$5	DOS EQUIS	\$5
COORS LIGHT	\$4	LABATT LIGHT	\$4
CORONA	\$5	LABATT (N/A)	\$4
HEINEKEN	\$5	PABST BLUE RIBBON	\$4
MIKE'S HARD LEMONADE	\$4	BUDWEISER	\$4
MILLER LIGHT	\$4	BUD LIGHT	\$4
MOLSON CANADIAN	\$4	MICHELOB ULTRA	\$4

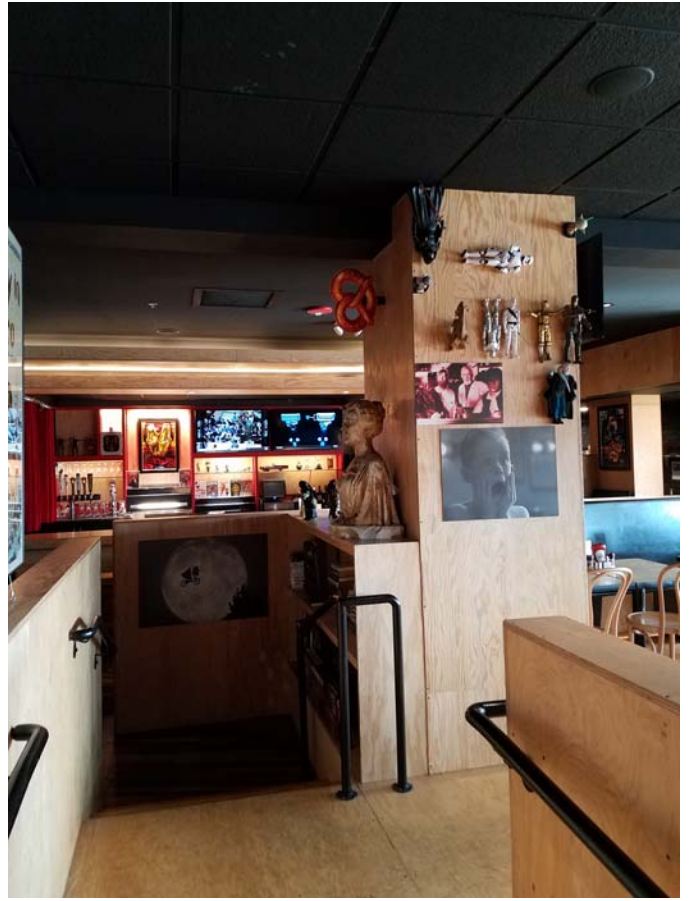
COCKTAILS

SPICY DILL BLOODY MARY	\$9
Tito's Vodka, Bloody Mary Mix, Pickle Juice & a Spicy Garlic Dill Spear	
BREAD & BUTTER BLOODY MARY	\$9
Tito's Vodka, Bloody Mary Mix, Pickle Juice & Bread & Butter Pickles	
GREEN IGUANA MARGARITA	\$10
Patron Silver, Melon Liqueur & Lime	
BIRMINGHAM SWEET TEA	\$9
Sky Citrus Vodka, Sweet Tea Vodka & Lemon	
RASPBERRY MOJITO	\$9
Sky Raspberry Vodka & Pomegranate Liqueur	
HENDRICK'S CUCUMBER COCKTAIL	\$10
Hendrick's Gin, St Elders, Simple Syrup, Cucumber Slices & Lemon	
CARIBBEAN STYLE RUM RUNNER	\$9
Sugar Island Coconut Rum, Creme de Banana, Orange Juice, Pineapple Juice & Grenadine	

R-RATED CUSTARD DRINKS

HENNESSY ALEXANDER	\$10
Hennessy, Dark Creme de Cocoa & Custard Mix	
GRASSHOPPER	\$10
Green Creme de Menthe, Dark Creme de Cocoa & Custard Mix	
COCONUT RUM TWISTER	\$10
Sugar Island Coconut Rum, Myers Dark & Custard Mix	
THE ANNABEL	\$10
Bailey's, Kahlua, Chocolate Syrup & Custard Mix	







MEMORANDUM

Planning Division

DATE: March 16, 2017

TO: Planning Board

FROM: Jana L. Ecker, Planning Director

SUBJECT: Final Site Plan & Special Land Use Permit Amendment
250 N. Old Woodward – Emagine Palladium and Four Story
Burger

The subject site is located at 250 N. Old Woodward, on the south side of the existing Palladium building, in a portion of the former Palladium Theatre space. The parcel is zoned B-4, Business-Residential and D-4 in the Downtown Overlay District.

On March 25, 2015, the Planning Board conducted a public hearing to discuss a request by the applicant to open the Emagine Palladium Theatre, along with the Ironwood Grill, in the former Palladium Theatre space at 250 N. Old Woodward. Both the theatre and the restaurant were proposing to serve alcoholic liquors, and thus in accordance with the Zoning Ordinance, they are required to operate under a valid Special Land Use Permit. The existing Class C liquor license owner was The Palladium of Birmingham, LLC (owner of the Palladium Building), which assigned the license to CH Birmingham, LLC a/k/a Emagine Palladium and Ironwood Grill inside Emagine Palladium which owns and operates the theatre and restaurant previously proposed and approved. The Planning Board voted to recommend approval of the Final Site Plan and Special Land Use Permit Amendment to the City Commission with the following conditions:

1. Execute a contract with the City outlining the details of the proposed theatre and restaurant operations upon approval of the SLUP in accordance with the presentation made this evening;
2. Meet all City Department requests, subject to administrative approval;
3. Provide material specifications for the background sign panel on the marquis, and clarify all sign colors;
4. Obtain a variance from the Board of Zoning Appeals for all exterior entry signage;
5. Planning Board finds that the marquis is an architectural feature of the building, and is approved as an alternate design in lieu of a sign band; and
6. LED lighting on the Ironwood Grill signs must be mounted so that it is not visible through the open cut area.

On May 18, 2015, the City Commission approved the Final Site Plan and Special Land Use Permit ("SLUP") to allow the operation of the Emagine Palladium Theatre and Ironwood Grill restaurant, operating under one Class C Liquor License, with the same conditions noted by the Planning Board. In accordance with this approval, the City Commission passed a resolution approving the Special Land Use Permit Amendment, and the applicant entered into a contract

with the City. In accordance with the terms of the SLUP Resolution, Emagine Palladium and Ironwood Grill were required to obtain the prior approval of the City Commission upon change in ownership or name of the establishment. A copy of the approved resolution is attached for your review, and the relevant sections have been highlighted in yellow for your consideration.

In or around December 2016, Emagine Palladium and Ironwood Grill changed the name and concept of the eating establishment serving alcoholic liquors. Ironwood Grill was converted into Four Story Burger, a new, casual restaurant concept serving alcoholic liquors. A SLUP Amendment was not requested to permit this change, and the City Commission thus did not provide approval of the name change nor update the provisions of the SLUP to allow for the operation of Four Story Burger.

On March 13, 2017, the City Commission held a public hearing to determine whether to renew the applicant's liquor license for the coming year, given the current SLUP violation due to the name change prior to obtaining a SLUP Amendment. The City Commission postponed the public hearing to March 27, 2017 to allow the Planning Board to review the recent SLUP Amendment request.

On March 13, 2017, the City Commission also set a public hearing to consider revoking the existing SLUP for Emagine Palladium and Ironwood Grill for failure to abide by the terms of the SLUP given the name change to Emagine Palladium and Four Story Burger without the required SLUP Amendment from the City Commission. This SLUP violation hearing is scheduled for April 13, 2017.

The applicant and Special Land Use Permit holder, Emagine Palladium Theatre and Ironwood Grill, is now seeking a Special Land Use Permit Amendment to grant approval to change the name of their establishment to Emagine Palladium Theatre and Four Story Burger. Ironwood Grill was closed at the end of 2016, and the new concept Four Story Burger restaurant was opened.

Chapter 10 and Chapter 126 of the City Code require that the applicant obtain a Special Land Use Permit Amendment approval from the City Commission to change the name of an existing liquor establishment operating under a Special Land Use Permit. Emagine Palladium Theatre and Ironwood Grill will be required to obtain a recommendation from the Planning Board on the Final Site Plan and Special Land Use Permit Amendment, and then obtain approval from the City Commission for the Final Site Plan and Special Land Use Permit Amendment to change the name of the establishment to Emagine Palladium Theatre and Four Story Burger.

1.0 Land Use and Zoning

- 1.1 Existing Land Use – A portion of the tenant space is used for Emagine Theatre, and a portion was previously used for the Ironwood Grill restaurant. Land uses surrounding the site are retail, commercial and residential.
- 1.2 Existing Zoning – The property is currently zoned B-4, Business-Residential, and D-4 in the Downtown Overlay District. The existing use and surrounding uses appear to conform to the permitted uses of each Zoning District.

1.3 Summary of Land Use and Zoning - The following chart summarizes existing land use and zoning adjacent to and/or in the vicinity of the subject site.

	North	South	East	West
Existing Land Use	Commercial / Retail	Commercial / Retail	Commercial / Retail	Commercial / Retail
Existing Zoning District	B-4 Business-Residential	B-4 Business-Residential	B-4 Business-Residential	B-4 Business-Residential
Downtown Overlay Zoning District	D-4	D-4	D-4	D-4

2.0 Proposed Theatre and Restaurant Operations

Both movie theatres and food and drink establishments are permitted in the B4 zoning district, and alcoholic beverages may be served with approval of a valid SLUP. The existing theatre and restaurant space is approximately 31,000 sq.ft. in size. No changes are proposed to the existing theatre layout or operation.

The new Four Story Burger is currently open to the public (with no membership requirement), as was Ironwood Grill. The new restaurant is located in the space that Ironwood Grill previously occupied, however many interior changes will now provide a casual dining experience and offer 145 seats (Ironwood Grill was previously 198 seats), including 18 seats at the bar, with an exhibition style brick pizza oven kitchen and an open air dining experience overlooking Hamilton above the theatre marquis. Four Story Burger will offer unique sandwiches, salads and sides with locally sourced ingredients and baked goods, as well as an assortment of local craft beers and creative cocktails. A private banquet room is also proposed with a private bar that will be available for rental for birthday parties, meetings, bridal showers and similar functions. The proposed hours of operation for the Four Story Burger are 10:00am – 12:00am, seven days a week.

Imagine Palladium Theatre members will be entitled to priority reserved seating at the Four Story Burger during busy periods and be entitled to call ahead food service. Theatre members can enjoy concession stand food and beverages that will be offered in the theatre lobby, or they may order from Four Story Burger and restaurant wait staff will provide the service of food and beverages from Four Story Burger to patrons' theatre seat prior to the start of the movie.

The applicant will be required to execute an amended contract with the City outlining the details of the proposed theatre and restaurant operations that must be fully executed upon approval of the SLUP.

3.0 Screening and Landscaping

- 3.1 Screening – No changes are proposed. If any additional mechanical units or venting are required, all changes must be submitted to the Planning Division for approval.
- 3.2 Landscaping – No changes are proposed. All existing street trees are proposed to remain.

4.0 Parking, Loading, Access, and Circulation

- 4.1 Parking – As the subject site is located within the Parking Assessment District, the applicant is not required to provide on-site parking for theatre or restaurant uses.
- 4.2 Loading - Loading spaces are not required, nor proposed for this tenant space individually. Loading areas for the entire building are provided off of Ferndale Avenue.
- 4.3 Vehicular Access & Circulation - Vehicular access to the building will not be altered.
- 4.4 Pedestrian Access & Circulation – Pedestrian access to both the theatre and the restaurant will be available directly from the City sidewalk. Patrons will walk into the first floor lobby and will be greeted by a concierge who will assist both restaurant and movie membership guests with reservations and ticketing, and direct patrons to the stairs and elevators to the second floor.
- 4.5 Streetscape – The existing sidewalk conforms to the current Downtown Birmingham Streetscape Standards. No changes are proposed.

5.0 Lighting

No exterior lighting changes are proposed.

6.0 Departmental Reports

- 6.1 Engineering Division – No concerns were reported from the Engineering Division.
- 6.2 Department of Public Services – No concerns were reported from the Department of Public Services.
- 6.3 Fire Department – No concerns were reported from the Fire Department.

- 6.4 Police Department - No concerns were reported from the Police Dept.
- 6.5 Building Department – As requested, the Building Department has examined the plans for the proposed project referenced above. The plans were provided to the Planning Department for site plan review purposes only and present conceptual elevations and floor plans. Although the plans lack sufficient detail to perform a code review, the following comments are offered for Planning Board and/or Design Review Board and applicant consideration:
1. The restaurant renovation was recently completed in accordance with the building codes. There are no apparent construction concerns with the proposed exterior changes.

7.0 Design Review

The applicant was originally proposing signage and lighting changes to the southern elevation of the building above and below the existing marquis. However, the applicant has now advised that no exterior changes are proposed to the building and no new signage is proposed on the building. All changes have already been made on the interior of the building, on the fourth floor in the previous Ironwood Grill space. The large bar for Ironwood Grill has been maintained, and booths have been added in the bar area. The main seating area that lines the large windows has been converted from a 98 seat booth seating area into a more casual 72 seat area with moveable bistro tables and chairs. The former secondary dining area closer to the theatres has been converted from a 56 seat dining area with booths and freestanding tables to a 41 seat lounge area with couches and club chair seating. The existing pizza oven and bar seating surrounding it is proposed to remain. The new Four Story Burger theme is movie and entertainment based with movie posters, movie reels and other film-related design elements scattered throughout the restaurant.

The applicant intends to continue to offer open air dining in good weather by opening the operable Nanawall window system. As the proposed open air dining is not located outside of the building footprint at grade or in the public right-of-way, most of the normal outdoor dining requirements do not apply. No outdoor dining permit or license agreement is required. However, the applicant is proposing that the Nanawall window system will only be open during the regular hours of business for Four Story Burger (weather permitting). As the restaurant will not be open past midnight on any evening, no open air dining will be offered past midnight.

Signage

At this time, no exterior signage is proposed on the building. The applicant previously installed new signage on the interior of the restaurant space. However, no sign permits were required as all interior signage was placed at least 3' back from the windows.

8.0 Downtown Birmingham 2016 Overlay District

The site is located within the D-4 zone of the DB 2016 Regulating Plan, within the Downtown Birmingham Overlay District. Specifically, the 2016 Plan recommends a mix

of retail, office, restaurant, entertainment and residential uses downtown, and thus the Palladium Building itself and the theatre and restaurant proposed are exactly the uses encouraged in the 2016 Plan. As noted, no exterior changes are proposed at this time on the building.

9.0 Approval Criteria for Final Site Plan

In accordance with Article 7, section 7.27 of the Zoning Ordinance, the proposed plans for development must meet the following conditions:

- (1) The location, size and height of the building, walls and fences shall be such that there is adequate landscaped open space so as to provide light, air and access to the persons occupying the structure.
- (2) The location, size and height of the building, walls and fences shall be such that there will be no interference with adequate light, air and access to adjacent lands and buildings.
- (3) The location, size and height of the building, walls and fences shall be such that they will not hinder the reasonable development of adjoining property not diminish the value thereof.
- (4) The site plan, and its relation to streets, driveways and sidewalks, shall be such as to not interfere with or be hazardous to vehicular and pedestrian traffic.
- (5) The proposed development will be compatible with other uses and buildings in the neighborhood and will not be contrary to the spirit and purpose of this chapter.
- (6) The location, shape and size of required landscaped open space is such as to provide adequate open space for the benefit of the inhabitants of the building and the surrounding neighborhood.

10.0 Approval Criteria for Special Land Use Permits

Article 07, section 7.34 of the Zoning Ordinance specifies the procedures and approval criteria for Special Land Use Permits. Use approval, site plan approval, and design review are the responsibilities of the City Commission. This section reads, in part:

Prior to its consideration of a special land use application (SLUP) for an initial permit or an amendment to a permit, the **City Commission shall refer the site plan and the design to the Planning Board for its review and recommendation. After receiving the recommendation, the City Commission shall review the site plan and design of the buildings and uses proposed** for the site described in the application of amendment.

The City Commission's approval of any special land use application or amendment pursuant to this section shall constitute approval of the site plan and design.

11.0 Planning Department Findings

Based on a review of the site plans submitted, the Planning Department suggests that the Planning Board recommend approval of the applicant's request for a Special Land Use Permit Amendment to change the name of Emagine Palladium and Ironwood Grill to Emagine Palladium and Four Story Burger with the condition that the applicant execute an amended contract with the City outlining the details of the proposed theatre and restaurant operations upon approval of the SLUP Amendment.

12.0 Sample Motion Language

Based on a review of the site plans submitted, the Planning Board recommends APPROVAL of the applicant's request for a Final Site Plan and a SLUP Amendment to permit Emagine Palladium – Four Story Burger to operate at 250 N. Old Woodward with the following condition:

1. The applicant will be required to execute an amended contract with the City outlining the details of the proposed theatre and restaurant operations that must be fully executed upon approval of the SLUP Amendment.

OR

Motion to recommend DENIAL of the Final Site Plan and SLUP Amendment to the City Commission for 250 N. Old Woodward, Emagine Palladium – Four Story Burger, for the following reasons:

1. _____
2. _____
3. _____

OR

Motion to recommend POSTPONEMENT of the Final Site Plan and SLUP Amendment to the City Commission for 250 N. Old Woodward, Emagine Palladium – Four Story Burger, pending receipt of the following:

1. _____
2. _____
3. _____



Jana Ecker <jecker@bhamgov.org>

Four Story Burger Planning Board Application

1 message

Jon Goldstein <highline21@me.com>
To: jecker@bhamgov.org

Fri, Mar 17, 2017 at 9:37 AM

Jana,

As per our conversation, Emagine Palladium and Four Story Burger would like to remove any exterior design elements for our review with the Planning Board next Wednesday, March 22nd. We would only like to discuss and review the name change and interior elements of the premises. We hope to resubmit the exterior elements and signage at a later date.

Thank you for your assistance with this matter.

Sincerely,

Jon Goldstein
Partner
Emagine Entertainment



Jana Ecker <jecker@bhamgov.org>

Four Story Burger Name Change

1 message

Jon Goldstein <highline21@me.com>

Fri, Mar 17, 2017 at 10:14 AM

To: jecker@bhamgov.org

Cc: Roman Bonislawski <roman@ronandroman.com>

Dear Jana/ Birmingham City Planning Board,

I would like to take this opportunity to explain the name change of the Ironwood Grill to Four Story Burger within the Emagine Palladium. By way of background, the Palladium establishment is owned by a single entity called CH Birmingham, LLC. The initial concept was to open an upscale movie theater complemented by a full service restaurant. CH Birmingham is a partnership owned by The Maple Theater in Bloomfield Township, and CH Royal Oak, the entity that owns Emagine Royal Oak. While our companies have a great expertise with movie theaters, we decided to contract out our restaurant operations with Ironwood Grill of Plymouth. This arrangement was more of a licensing agreement that allowed our company to use the intellectual property of Ironwood and leverage their operational experience. Unfortunately, the public did not embrace the concept and the arrangement did not work out.

We believe there were many reasons that Ironwood was not a success, but mostly, we believe that the location presents many challenges. After a serious review of our time as Ironwood, we came up with what we believed were the four main issues:

1. The restaurant that we had designed was too big. Most successful restaurants in Birmingham are small and intimate at 50-70 seats. Ironwood was 175 seats.
2. The restaurant is on the fourth floor and only accessible by elevator.
3. The menu, like the floor plan was too big and confusing.
4. The restaurant was a "business within a business". Most people would only be coming to a movie, and many people would think of the restaurant in that light.

Hence, we took time to try and create a new restaurant experience that would overcome these issues. Opening a restaurant is a tough business, and we understood the risks and challenges that were going to be associated with the operation. Before we made changes, we knew we would need experienced advice from professionals that understood these challenges, and could help overcome them. We quickly identified Ron and Roman LLC in Birmingham as the right people for the job. Ron Rea has designed many of the successful Birmingham restaurants, and we felt that he and his partner Roman gave us the best chance for success.

Ron's initial concept was always a casual, fun "burger joint". Modeled after a restaurant in New York City called "The Burger Joint", our location was similar. The New York Burger Joint is a business within a business, and is located on the third floor of a posh hotel. Ron's original name for our concept was "Burger Boy of Birmingham". However, after a few creative sessions, we decided on **Four Story Burger**.

Four Story Burger was named and designed to address the challenges listed above. First we changed the floor plan to a 70 seat layout that allowed the entire restaurant to see out the windows at the city. Second, we created a name that celebrated the fact that we are on the fourth floor. The name "Four Story" tries to make our location an asset instead of a liability. Third, we simplified the menu from over 200 items to 20 items that we can execute at a high level. Finally, we embraced the idea of being at a movie theater by incorporating a movie theme throughout the restaurant.

So far the restaurant has been well received and we are excited for Spring to arrive and people to be walking around Birmingham once again. We have become a favorite lunch spot for our neighbors in the building and I believe that we are on a path of success. I appreciate the opportunity to discuss these changes with the planning board, and welcome any input/direction that needs to be taken to be embraced by the Birmingham community.

Thank you for your consideration.

Sincerely,

3/17/2017

City of Birmingham MI Mail - Four Story Burger Name Change

Jon Goldstein
Partner
Emagine Entertainment

**EMAGINE PALLADIUM AND FOUR STORY BURGER
250 N. OLD WOODWARD
SPECIAL LAND USE PERMIT AMENDMENT
2017**

WHEREAS, Emagine Palladium and Four Story Burger filed an application pursuant to Article 7, section 7.34 of Chapter 126, Zoning, of the City Code to change the name of the existing theatre and restaurant from Emagine Palladium and Ironwood Grill to Emagine Palladium and Four Story Burger;

WHEREAS, The land for which the Special Land Use Permit is sought is located on the north side of Hamilton and the east side of N. Old Woodward;

WHEREAS, The land is zoned B4, Business Residential, which permits establishments serving alcoholic liquors with a Special Land Use Permit;

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

WHEREAS, The Planning Board on March 22, 2017 reviewed the application for Final Site Plan Review and a Special Land Use Permit Amendment and recommended approval with the following condition:

1. The applicant will be required to execute an amended contract with the City outlining the details of the proposed theatre and restaurant operations that must be fully executed upon approval of the SLUP Amendment.

WHEREAS, The applicant has committed to comply with all conditions for approval as recommended by the Planning Board on March 22, 2017;

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

NOW, THEREFORE, BE IT RESOLVED, The Birmingham City Commission finds the standards imposed under the City Code have been met, subject to the conditions below, and that Emagine Palladium and Four Story Burger's application for a Special Land Use Permit authorizing the operation of a restaurant serving alcoholic liquors at 250 N. Old Woodward in accordance with Chapter 10, Alcoholic Liquors, is hereby approved;

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

1. Emagine Palladium and Four Story Burger shall abide by all provisions of the Birmingham City Code;
2. The Special Land Use Permit may be cancelled by the City Commission upon finding that the continued use is not in the public interest;
3. The hours of operation for open air shall cease at 12:00am;
4. The use of eisenglass and other enclosure materials on any outdoor dining area shall require approval by the City Commission through a Special Land Use Permit Amendment;
5. Outdoor dining is seasonally permitted from April 1st through November 15th only, with an Outdoor Dining Permit. The use of an enclosure system(s) does not allow the outdoor dining season to be extended.
6. Emagine Palladium and Four Story Burger shall provide for the removal of disposable materials resulting from the operation and maintain the area in a clean and orderly condition by providing the necessary employees to guarantee this condition, and by the placement of a trash receptacle in the outdoor seating area;
7. Emagine Palladium and Four Story Burger shall enter into a contract with the City outlining the details of the proposed operation;
8. Emagine Palladium and Four Story Burger shall not increase the number of interior or exterior seats at any time without approval by the City Commission through a Special Land Use Permit Amendment;
9. Emagine Palladium and Four Story Burger shall have a duty of continuing compliance with regards to off-street parking as required in the Zoning Ordinance;
10. Emagine Palladium and Four Story Burger agrees to resolve any future parking issues that may arise, including but not limited to parking overflow and encroachment into residential areas or public parking facilities, to the satisfaction of the City or the Special Land Use Permit by be cancelled by the City Commission; and
11. Emagine Palladium and Four Story Burger is required to have any modifications to the site plan, floor plan or operation of the bistro approved through a Special Land Use Permit Amendment as required in the Zoning Ordinance.

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

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

I, Cherilynn Brown, City Clerk of the City of Birmingham, Michigan, do hereby certify that the foregoing is a true and correct copy of the resolution adopted by the Birmingham City Commission at its regular meeting held on May 8, 2017.

Cherilynn Brown, City Clerk

CONTRACT TO OPERATE AN ESTABLISHMENT WITH A LIQUOR LICENSE

This Contract is entered into this ____ day of _____, 20____, by and between _____, whose address is _____, (Licensee) and the **CITY OF BIRMINGHAM**, a Michigan Municipal Corporation, whose address is 151 Martin Street, Birmingham, Michigan 48012 (City).

R E C I T A L S:

WHEREAS, Licensee wishes to obtain a change in name for an establishment serving alcoholic liquors under a license issued by the Michigan Liquor Control Code;

WHEREAS, local legislative approval is required by the **CITY OF BIRMINGHAM** for the issuance of a liquor license pursuant to MCLA §436.152a(1)(b) of the Michigan Liquor Control Code of 1998; and

WHEREAS, Licensee desires to enter into this Contract as an inducement to the **CITY OF BIRMINGHAM** to approve the request of the aforementioned change in name of the liquor license; and,

WHEREAS, the **CITY OF BIRMINGHAM** is relying upon this Contract in giving its approval to the use of the on-premises licenses as described herein.

NOW, THEREFORE, the parties agree as follows:

1. Licensee shall be permitted to obtain a liquor license for use solely at the Property. Any transfer of the aforementioned license from the Property to any other location in the CITY OF BIRMINGHAM shall require the approval of the Birmingham City Commission. In addition, any expansion of the building location at the Property shall also require the approval of the Birmingham City Commission.
3. Licensee acknowledges that it must secure a special land use permit for a restaurant serving alcoholic liquors as required by the Birmingham City Code. It is further agreed that it shall comply with all provisions of the special land use permit, or any amendments thereto, as a condition of this contract. Licensee further acknowledges and agrees that a violation of any provision of the special land use permit or the Michigan Liquor Control Code is a violation of the terms of the contract entitling the City to exercise any or all of the remedies provided herein.
4. Licensee acknowledges that no modifications to the site plan, floor plan, elevations or operation of the bistro may be made unless approved by the City Commission through a Special Land Use Permit Amendment as required in the Zoning Ordinance. Modifications include, but are not limited to, name changes, ownership changes, remodeling, changes in the number of interior or exterior seats, the use of eisenglass and other enclosure materials on any outdoor dining area, relocation or addition of bar, etc.
5. Licensee acknowledges that it shall have a duty of continuing compliance with regards to off-street parking as required in the Zoning Ordinance, and further agrees to resolve any future parking issues that may arise, including but not limited to parking overflow and

encroachment into residential areas or public parking facilities, to the satisfaction of the City or the Special Land Use Permit may be cancelled by the City Commission.

6. License further acknowledges that outdoor dining is seasonally permitted from April 1st through November 15th only, with a valid Outdoor Dining Permit. The use of an enclosure system(s) does not allow the outdoor dining season to be extended.

7. Licensee further agrees that it shall not apply or seek from the Michigan Liquor Control Commission any permit endorsements to its liquor license whether available in the current Michigan Liquor Control Code or in future Michigan Liquor Control Codes, or amendments thereto, without the prior approval of the Birmingham City Commission.

8. Licensee further agrees that it shall not seek any change in its license status/class whether such changes are available now in the current Michigan Liquor Control Code or in future Michigan Liquor Control Codes, or amendments thereto, without prior approval of the Birmingham City Commission.

9. Licensee agrees that it shall adhere to all Federal, State and Local laws currently in effect or as subsequently amended or enacted.

10. Licensee agrees that its failure to follow any of the provisions herein shall be grounds for the Michigan Liquor Control Commission to suspend, revoke or not renew its liquor license and/or for the Birmingham City Commission to revoke the special land use permit, either of which would prohibit Licensee from operating the establishment. Licensee agrees that in addition to the City of Birmingham's right to seek suspension, revocation or non-renewal of its liquor license and/or revocation of the special land use permit, the City retains any and all rights to enforce this Contract that may be available to it in law or in equity. Licensee further agrees that it shall reimburse the City all of its costs and actual attorney fees incurred by the City in seeking the suspension, revocation or non-renewal of its liquor license and revocation of the special land use permit, as well as enforcing such other rights as may be available at law and/or in equity.

11. To the fullest extent permitted by law, Licensee and any entity or person for whom Licensee is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City, its elected and appointed officials, employees and volunteers and others working on behalf of the City against any and all claims, demands, suits, or loss, including all costs connected therewith, including all costs and actual attorney fees, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, employees, volunteers or others working on behalf of the City, by reason of personal injury, including bodily injury, death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with Licensee's operation of a licensed establishment at the Property.

12. In the event Licensee fails to reimburse the City the costs and/or attorney fees as required herein, or any part thereof, then said amount could be transferred to the tax roll in accordance with Section 1-14 of the Birmingham City Code.

13. Any disputes arising under this Contract, not within the jurisdiction of the Michigan Liquor Control Commission, shall be settled either by commencement of a suit in Oakland

County Circuit Court or by compulsory arbitration, at the election of the City. The Licensee shall notify the City of any dispute it has arising out of this Contract and shall demand that the City elect whether the dispute is to be resolved by submitting it to compulsory arbitration or by commencement of a suit in Oakland County Circuit Court. The City shall make its election in writing within thirty (30) days from the receipt of such notice. If the City elects to have the dispute resolved by compulsory arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan, with each of the parties appointing one arbitrator and the two thus appointed appointing a third. In the event the City fails to make such an election, any dispute between the parties may be resolved by the filing of a suit in the Oakland County Circuit Court.

14. This Contract shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan.

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

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

IN WITNESS WHEREOF, the parties hereby have executed this Contract as of the date set forth above.

By: _____

Its: _____

Date: _____

CITY OF BIRMINGHAM

By: _____

Mark Nickita, Mayor

Date: _____

By: _____

Cherilynn Brown, City Clerk

Date: _____



MEMORANDUM

City Clerk's Office

DATE: May 2, 2017

TO: Joseph A. Valentine, City Manager

FROM: J. Cherilynn Brown, City Clerk

SUBJECT: Public Hearing – Special Land Use Permit Violation at 250 N. Old Woodward – Emagine Palladium and Ironwood Grill

On April 13, 2017, the City Commission opened a public hearing to consider termination of the Special Land Use Permit at 250 N. Old Woodward, Emagine Palladium Theatre and Ironwood Grill due to the failure of Emagine to comply with the terms of their Special Land Use Permit (SLUP).

Due to the absence of Jon Goldstein and Paul Glanz, owners, the public hearing was postponed to May 8, 2017.

Prior to the April 13, 2017 Commission meeting the applicant submitted an application for a SLUP Amendment and Final Site Plan approval to address the violation, which was recommended for approval by the Planning Board. A public hearing to consider the amended SLUP was also opened on April 13, 2017, and postponed to May 8, 2017.

SUGGESTED RESOLUTION:

To terminate the Special Land Use Permit at 250 N. Old Woodward, Emagine Palladium Theatre and Ironwood Grill restaurant for failure to comply with the terms of the SLUP.

or

Take no action at this time.

NOTICE OF PUBLIC HEARING

BIRMINGHAM CITY COMMISSION

TERMINATION OF SPECIAL LAND USE PERMIT AMENDMENT

Meeting Date, Time, Location:	Monday, April 13, 2017 at 7:30 PM Municipal Building, 151 Martin Birmingham, MI
Location of Request:	Emagine Palladium Theater & Ironwood Grill Restaurant, 250 N. Old Woodward
Nature of Hearing:	To consider termination of the Special Land Use Permit for failure to comply with the terms of the SLUP
City Staff Contact:	Jana Ecker 248.530.1841 jecker@bhamgov.org
Notice Requirements:	Mailed to all property owners and occupants within 300 feet of subject address. Publish March 26, 2017
Approved minutes may be reviewed at:	City Clerk's Office

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

Persons with disabilities needing accommodations for effective participation in this meeting should contact the City Clerk's Office at 248.530.1880 (voice) or 248.644.5115 (TDD) at least one day in advance to request mobility, visual, hearing or other assistance.



MEMORANDUM

Planning Division

DATE: March 8, 2017

TO: Joseph A. Valentine, City Manager

FROM: Jana L. Ecker, Planning Director

SUBJECT: Special Land Use Permit Violation at 250 N. Old Woodward –
Emagine Palladium and Ironwood Grill

On March 25, 2015, the Planning Board conducted a public hearing to discuss a request by the applicant to open the Emagine Palladium Theatre, along with the Ironwood Grill., in the former Palladium Theatre space at 250 N. Old Woodward. Both the theatre and the restaurant were proposing to serve alcoholic liquors, and thus in accordance with the Zoning Ordinance, they are required to operate under a valid Special Land Use Permit. The existing Class C liquor license owner is The Palladium of Birmingham, LLC (owner of the Palladium Building), which is assigning the license to CH Birmingham, LLC a/k/a Emagine Palladium and Ironwood Grill Inside Emagine Palladium which will own and operate the theatre and restaurant previously proposed and approved. The Planning Board voted to recommend approval of the Final Site Plan and Special Land Use Permit Amendment to the City Commission with the following conditions:

1. Execute a contract with the City outlining the details of the proposed theatre and restaurant operations upon approval of the SLUP in accordance with the presentation made this evening;
2. Meet all City Department requests, subject to administrative approval;
3. Provide material specifications for the background sign panel on the marquis, and clarify all sign colors;
4. Obtain a variance from the Board of Zoning Appeals for all exterior entry signage;
5. Planning Board finds that the marquis is an architectural feature of the building, and is approved as an alternate design in lieu of a sign band; and
6. LED lighting on the Ironwood Grill signs must be mounted so that it is not visible through the open cut area.

On May 18, 2015, the City Commission approved the Final Site Plan and Special Land Use Permit to allow the operation of the Emagine Palladium Theatre and Ironwood Grill restaurant, operating under one Class C Liquor License, with the same conditions noted by the Planning Board. In accordance with this approval, the City Commission passed a resolution approving the Special Land Use Permit Amendment. In accordance with the terms of the SLUP Resolution, Emagine Palladium and Ironwood Grill were required to obtain the prior approval of the City Commission upon change in ownership or name of the establishment. A copy of the

approved resolution is attached for your review, and the relevant sections have been highlighted in yellow for your consideration.

In or around December 2016, Emagine Palladium and Ironwood Grill changed the name and concept of the eating establishment serving alcoholic liquors. Ironwood Grill was converted into Four Story Burger, a new, casual restaurant concept serving alcoholic liquors. A SLUP Amendment was not requested to permit this change, and the City Commission thus did not provide approval of the name change nor update the provisions of the SLUP to allow for the operation of Four Story Burger.

On March 2, 2017, a SLUP Amendment application and the corresponding fee was received. However, no plans were submitted along with the application. The applicant has been contacted, and has indicated they will submit plans as soon as possible.

Accordingly, the City Commission may wish to set a public hearing on the SLUP for Emagine Palladium and Ironwood Grill to review the SLUP at 250 N. Old Woodward due to the failure of Emagine to comply with the terms of the SLUP. After such a review, the City Commission has the option of terminating the SLUP. Termination of the SLUP would require the service of alcohol under the Class C liquor license held by CH Birmingham, LLC to cease immediately.

SUGGESTED ACTION:

To set a public hearing date for **April 13, 2017** to consider termination of the Special Land Use Permit at 250 N. Old Woodward, Emagine Palladium Theatre and Ironwood Grill restaurant.

OR

To take no action at this time.

**BIRMINGHAM CITY COMMISSION
REGULAR MEETING, MAY 18, 2015
RESOLUTION #05-110-15**

Present: Mayor Sherman, Mayor Pro Tern Hoff, Commissioners Dilgard, McDaniel, Moore,
Nickita, Rinschler,
Absent: None

05-110-15 MOTION: Motion by Rinschler, seconded by Nickita:

To approve the Final Site Plan and Special Land Use Permit Amendment at 250 N. Old Woodward to allow the operation of the Emagine Palladium Theatre and Donwood Grill restaurant, operating under one Class C Liquor License to be held by CH Birmingham, LLC:

WHEREAS, CH Birmingham LLC dba Emagine Palladium and Donwood Grill inside Emagine Palladium have together filed an application pursuant to Article 7, section 7.34 of Chapter 126, Zoning, of the City Code to operate two food and drink establishments under common ownership, both serving alcoholic liquors, as required in Article 6, section 6.02(5) of Chapter 126, Zoning, of the City Code;

WHEREAS, The land for which the Special Land Use Permit is sought is located on the east side of N. Old Woodward along Hamilton Row;

WHEREAS, The land is zoned B-4, and is located within the Downtown Birmingham Overlay District, which permits food and drink establishments serving alcoholic liquors with a Special Land Use Permit;

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

WHEREAS, The Planning Board on March 25, 2015 reviewed the application for Final Site Plan and Special Land Use Permit and recommended approval with the following conditions:

1. Execute a contract with the City outlining the details of the proposed theatre and restaurant operations upon approval of the SLUP in accordance with the presentation made this evening;
2. Meet all City Department requests, subject to administrative approval;
3. Provide material specifications for the background sign panel on the marquis, and clarify all sign colors;
4. Obtain a variance from the Board of Zoning Appeals for all exterior entry signage;
5. Planning Board finds that the marquis is an architectural feature of the building, and is approved as an alternate design in lieu of a sign band; and
6. LED lighting on the Donwood Grill signs must be mounted so that it is not visible through the open cut area.

WHEREAS, The applicant has agreed to comply with all conditions for approval as recommended by the Planning Board on March 25, 2015;

WHEREAS, The Birmingham City Commission has reviewed CH Birmingham LLC dba Emagine Palladium and onwood Grill inside Emagine Palladium's Special Land Use Permit application and the standards for such review as set forth in Article 7, section 7.36 of Chapter 126, Zoning, of the City Code;

NOW, THEREFORE, BE IT RESOLVED, The Birmingham City Commission finds the standards imposed under the City Code have been met, subject to the conditions below, and that the CH Birmingham LLC dba Emagine Palladium and onwood Grill inside Emagine Palladium application for a Special Land Use Permit authorizing the operation of two food and drink establishments, under common ownership, serving alcoholic liquors with a Class C liquor license with a Direct Connect Endorsement, New Sunday Sales Permit (AM and PM), Dance Permit, Entertainment Permit, (1) New Add Bar Permit, Specific Purpose Permit (food and movies) at 250 N. Old Woodward in accordance with Chapter 10, Alcoholic Liquors, is hereby approved;

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

1. Execute a contract with the City outlining the details of the proposed theatre and restaurant operations upon approval of the SLUP in accordance with the presentation made this evening;
2. Meet all City Department requests, subject to administrative approval;
3. Provide material specifications for the background sign panel on the marquis, and clarify all sign colors;
4. Obtain a variance from the Board of Zoning Appeals for all exterior entry signage;
5. Planning Board finds that the marquis is an architectural feature of the building, and is approved as an alternate design in lieu of a sign band;
6. LED lighting on the onwood Grill signs must be mounted so that it is not visible through the open cut area;
7. CH Birmingham LLC dba Emagine Palladium and onwood Grill inside Emagine Palladium shall abide by all provisions of the Birmingham City Code;
8. The Special Land Use Permit may be canceled by the City Commission upon finding that the continued use is not in the public interest;
10. CH Birmingham LLC dba Emagine Palladium and onwood Grill inside Emagine Palladium shall provide for the removal of disposable materials resulting from the operations and maintain the area in a clean and orderly condition by providing the necessary employees to guarantee this condition, and by the placement of a trash receptacle in the outdoor seating area; and
11. CH Birmingham LLC dba Emagine Palladium and onwood Grill inside Emagine Palladium shall enter into a contract with the City outlining the details of the operation of the proposed restaurants.

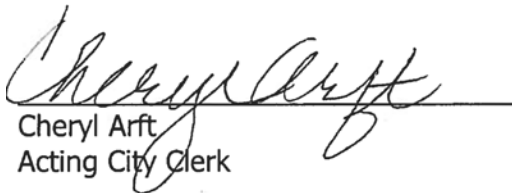
BE IT FURTHER RESOLVED, That failure to comply with any of the above conditions shall result in termination of the Special Land Use Permit.

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

MAY IT BE FURTHER RESOLVED that CH Birmingham LLC dba Emagine Palladium and tonwood Grill inside Emagine Palladium are recommended for operation of a theatre and restaurant, under common ownership, serving alcoholic liquors, with a Class C Liquor License with a Direct Connect Endorsement, New Sunday Sales Permit (AM and PM), Dance Permit, Entertainment Permit, (1) New Add Bar Permit, Specific Purpose Permit (food and movies) at 250 N. Old Woodward, Birmingham, Michigan, 48009, above all others, pursuant to Chapter 10, Alcoholic Liquors, of the Birmingham City Code, subject to final inspection.

VOTE: Yeas, 7
 Nays, None
 Absent, None

I Cheryl Arft, Acting City Clerk of the City of Birmingham, do hereby certify that the above is a true and correct copy of a resolution adopted by the Birmingham City Commission at the regular meeting of May 18, 2015.


Cheryl Arft
Acting City Clerk

**Planning Board Minutes
March 11, 2015**

SPECIAL LAND USE PERMIT ("SLUP")

FINAL SITE PLAN REVIEW

250 N. Old Woodward Ave.

Emagine Palladium Theatre, and Ironwood Grill

Application to allow a movie theatre, restaurant and bar serving alcoholic liquors in a portion of the former Palladium Theatre space

Ms. Ecker explained that the subject site is located at 250 N. Old Woodward Ave., on the south side of the existing Palladium building, in a portion of the former Palladium Theatre space. The parcel is zoned B-4, Business-Residential and D-4 in the Downtown Overlay District.

The applicant, Emagine Palladium Theatre and Ironwood Grill, is seeking approval of the transfer of ownership of one of the Class C liquor licenses that has long been associated with the Palladium Building to allow the owner to operate the Emagine Palladium Theatre and Ironwood Grill under Chapter 10, Alcoholic Liquors, of the City Code. This license was formerly used at Buca di Beppo and is being transferred from 270 N. Old Woodward to 250 N. Old Woodward. This Class C liquor license is proposed to be held by CH Birmingham, LLC,

The applicant has indicated that dancing and entertainment will be offered at special events only. The applicant has also indicated that the additional bar permit is to allow the use of a "floating bar," which will be set up in certain areas of the establishment as needed for special events. Finally, the applicant has advised that the specific purpose permit is to allow the showing of movies and the service of food outside the normal operating hours for the service of alcohol (such as special midnight release showings that could go past 2 a.m., thus the theater would be open past 2 a.m., but alcohol service would cease at 2 a.m.). No outdoor dining permit is requested, nor required.

Emagine Palladium Theatre and Ironwood Grill will be required to obtain a recommendation from the Planning Board on the Final Site Plan and SLUP and then obtain approval from the City Commission for the Final Site Plan and SLUP, and for the transfer of ownership of the existing liquor license.

Ms. Ecker advised that the proposed theatre and restaurant space is approximately 31,000 sq. ft. in size, and is proposing to operate five movie screens are proposed with a total of 590 seats. The former Palladium Theatre had 12 screens and 2200 seats. Emagine Palladium Theatre and Ironwood Grill propose to operate under a new neighborhood theatre membership model, where patrons must purchase a yearly membership. Under this model, only members can buy movie tickets, and all individual seats will be reserved for a specific date and time. The applicant does intend to provide guest memberships to visitors staying at the Townsend Hotel. All theatre seating will be luxury recliners and luxury rockers in the digital projection auditoriums.

Ironwood Grill is proposed to be open to the public (with no membership requirement). The restaurant will provide an upscale casual dining experience and offer 198 seats,

including 17 seats at the bar, with an exhibition style brick pizza oven kitchen and an open air dining experience overlooking Hamilton St. Ironwood Grill will offer award winning BBQ specialties and wood-fired Neapolitan style pizzas, a variety of freshly prepared dishes and an extensive selection of craft beer, wine and cocktails. A private banquet room is also proposed with a private bar that will be available for rental.

Design Review

The applicant is proposing several design changes to the existing building. The changes proposed are to the design of the marquis itself, signage changes and the removal of decorative metal elements and fixed windows at the new fourth floor. The applicant is proposing to remove the art deco metal design element from the top of the marquis as well as the changeable channel letter boards that were previously used to list movies being shown in the former Palladium Theatre. In addition, 40 ft. of the fourth floor fixed curtain wall windows are proposed to be replaced with a retractable Nanawall folding window system to provide an open air dining experience in the portion of the Ironwood Grill overlooking Hamilton St. above the existing marquis.

Three new name letter signs and three graphic elements are proposed to be mounted to the existing marquis sign. The sign drawings as submitted do not meet all required sign standards. The applicant has agreed to comply with the sign requirements. Details are needed from the petitioner with regard to the balcony railing, the spandrel glass and signage. This evening the board will consider only the packet that has been submitted and reviewed.

Discussion followed as to whether the membership requirement causes the operation to be a private social club rather than a movie theatre and how that may affect the Liquor License.

Mr. Paul Glance, CEO of Imagine Entertainment, Inc., talked about the project. They have substantially reduced the seat count which is consistent with their goal of serving the local community as a neighborhood theatre. They believe that by creating an economic barrier to entry they will to some degree ensure they are serving the demographic that they endeavor to serve. They are considering a \$400 membership fee which would include a \$250 gift card that could be used at the theatre. Thereafter the membership would be \$150/year. He wants the theatre to be a place where there will be civility and good behavior.

Mr. Glance advised that on occasions when there is a special midnight showing, the theatre may stay open until 2 a.m.

Ms. Whipple-Boyce asked if it is possible to see what is going on in other floors in order to understand how this application fits into the site as a whole. Ms. Lazar said the new concept of requiring membership comes across to her as being very exclusionary and she is uncomfortable with it. Mr. Glance replied the venue is so small that they can't serve a region. The best they can do is to serve a community. He noted they are not selling movies anymore; they are selling an out-of-home entertainment experience. If they don't pick up their game to better serve the market, he thinks they will be relegated to the economic junk heap.

There was no input from the public at 8:50 p.m.

Motion by Mr. DeWeese

Seconded by Ms. Whipple-Boyce to postpone the Final Site Plan and SLUP for 250 N. Old Woodward Ave, Emagine Palladium Theatre and Ironwood Grill to March 25, 2015, pending receipt of:

- 1. Detailed elevation drawings to illustrate the design of the proposed safety barrier or the panel that may be attached to the safety barrier;**
- 2. Specification sheets and color selection for all proposed materials, which materials shall not include the use of spandrel glass or glass railings; and**
- 3. Detailed signage drawings with dimensions to show the amount of proposed signage, as well as a section view to show the mounting details and projection information, as well as material and lighting specifications.**

Also, staff getting the necessary information about the impact of this being a membership type organization and how it affects Planning and City Code.

No one from the public wished to speak about the motion at 8:54 p.m.

Motion carried, 6-0.

VOICE VOTE

Yeas: DeWeese, Whipple-Boyce, Clein, Jeffares, Lazar, Share

Nays: None

Absent: Boyle, Koseck, Williams

**Planning Board Minutes
March 25, 2015**

SPECIAL LAND USE PERMIT ("SLUP")

FINAL SITE PLAN REVIEW

250 N. Old Woodward Ave.

Emagine Palladium Theatre, and Ironwood Grill (postponed from March 11, 2015)

Application to allow a movie theatre, restaurant and bar serving alcoholic liquors in a portion of the former Palladium Theatre space

Ms. Ecker recalled that on March 11, 2015 the applicant appeared before the Planning Board. The Planning Board postponed the matter and requested additional information on the proposed membership theatre concept, an updated and ordinance compliant sign package with all required details, and design and material details on the proposed exterior changes on the fourth floor of the south elevation where open air dining is proposed. At this time the applicant has provided a detailed elevation of the fourth floor of the south elevation where open air dining is proposed. The applicant has removed all previously proposed spandrel glass and replaced it with metal panels, which are permitted.

Design Review

The applicant is proposing several design changes to the existing building. The changes proposed are to the design of the marquis itself, signage changes, and the removal of decorative metal elements and fixed windows at the new fourth floor. The applicant is proposing to remove the art deco metal design element from the top of the marquis as well as the changeable channel letter boards that were previously used to list movies being shown in the former Palladium Theatre. In addition, 40 ft. of the fourth floor fixed curtain wall windows are proposed to be replaced with a retractable Nanawall folding window system to provide an open air dining experience in the portion of the Ironwood Grill overlooking Hamilton St. above the existing marquis.

Ms. Ecker advised that an updated sign package has been received. However, Article 3 of the Zoning Ordinance provides that only one sign is permitted per entry for each business whose primary square footage is on the first story. ***As the primary square footage for both the Emagine Theatre and the Ironwood Grill is on the fourth story, the applicant will be required to obtain a variance from the Board of Zoning Appeals for all exterior entry signage.*** Further, the Planning Board must determine if a sign band is architecturally feasible above the theatre entry doors between the first and second floors. As the marquis is located in the area generally reserved for a sign band, the Planning Board may wish to approve it as an alternative design for the placement of signage.

In response to the chairman, Ms. Ecker advised there is currently nothing in the ordinance that prohibits a membership based theatre.

Mr. Paul Glantz, CEO of Emagine Entertainment, Inc., talked about their plans. They have now resolved to take a slightly different tact with respect to their membership concept. The approach now will be that customers can purchase a seat license that will allow preferential booking rights on Friday, Saturday, Sunday and certain holidays. Other than that, the venue

will be open to the public. They do not intend to impose a two-drink maximum restriction. Also, they plan to use low light surveillance cameras to monitor behavior.

Mr. Jason Gekiere, Tower Construction, Construction Manager for the project, explained that a small glass partition that sticks up provides an added level of protection within the curtain wall system. Mr. Michael Southen with Signature Associates, Consultant to Emagine Theatre, described the detail on the partition.

With respect to limiting the number of drinks that can be served to patrons, Mr. DeWeese thought the City could write the agreement to say if they start having problems the SLUP would come back up for review. Mr. Williams stated he is in favor of the project. A little elitism will ease the traffic flow in that neighborhood. Mr. Koseck encouraged the petitioner to take another look at the sign. He thought it could be better. Mr. DeWeese had the concern that the City Attorney should look at the membership concept before it goes to the City Commission.

At 8 p.m. no one from the audience wished to discuss this matter.

Motion by Mr. DeWeese

Seconded by Mr. Williams that the Planning Board recommends approval of the applicant's request for a Final Site Plan and a SLUP approval to permit Emagine Palladium Theatre and Ironwood Grill to operate at 250 N. Old Woodward Ave. with the following conditions:

- 1. Execute a contract with the City outlining the details of the proposed theatre and restaurant operations upon approval of the SLUP in accordance with the presentation made this evening;**
- 2. Meet all City Department requests, subject to administrative approval;**
- 3. Provide material specifications for the background sign panel on the marquis, and clarify all sign colors;**
- 4. Obtain a variance from the Board of Zoning Appeals for all exterior entry signage;**
- 5. Planning Board finds that the marquis is an architectural feature of the building, and is approved as an alternate design in lieu of a sign band; and**
- 6. LED lighting on the Ironwood Grill signs must be mounted so that it is not visible through the open cut area.**

No comments were heard from members of the public at 8:03 p.m.

Motion carried, 6-0.

ROLLCALL VOTE

Yeas: DeWeese, Williams, Clein, Jeffares, Koseck, Share

Nays: None

Abstain: Whipple-Boyce

Absent: Boyle, Lazar

City Commission Minutes
May 18, 2015

05-110-15

**PUBLIC HEARING TO CONSIDER SPECIAL LAND USE PERMIT
AMENDMENT FOR 250 NORTH OLD WOODWARD**

Mayor Sherman opened the Public Hearing to approve the Final Site Plan and Special Land Use Permit (SLUP) Amendment – 250 N. Old Woodward – Emaine Palladium Theatre and Ironwood Grill restaurant at 7:34 PM.

Planning Director Ecker explained that all liquor license establishments are subject to a SLUP review. The three licenses at this address are being transferred from the former owner to the Jonah family, then to the new operators of each of the new establishments using those licenses. This is to transfer one of the licenses to the Jonah family, then to Emaine Palladium and Ironwood Grill. She explained the layout of the Emaine theater and the Ironwood Grill.

In response to a question from Mayor Pro Tem Hoff, Ms. Ecker explained that there is nothing in the zoning ordinance that restricts the hours of operation to 2:00 AM. The applicant wanted to confirm that there would be no issue if they run past 2:00 AM in the case of special features or premiers.

Mr. Paul Glantz, Emaine Entertainment, explained that there will be no advertising of the film outside of the building. He explained that most users use the internet or phone to look up show times. He explained the preferred seating model and noted that this will be a family environment.

In response to a question from Mayor Sherman regarding the dance permit endorsement, Mr. Glantz explained that the facility has a banquet room. It would be a rare circumstance that there would be dancing.

The Commission received a communication in support of the project from Victor Doherty, 1573 South Eton.

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

**MOTION: Motion by Rinschler, seconded by Nickita:
To approve the Final Site Plan and Special Land Use Permit Amendment at 250 N. Old Woodward to allow the operation of the Emaine Palladium Theatre and Ironwood Grill restaurant, operating under one Class C Liquor License to be held by CH Birmingham, LLC:**

WHEREAS, CH Birmingham LLC dba Emaine Palladium and Ironwood Grill inside Emaine Palladium have together filed an application pursuant to Article 7, section 7.34 of Chapter 126, Zoning, of the City Code to operate two food and drink establishments under common ownership, both serving alcoholic liquors, as required in Article 6, section 6.02(5) of Chapter 126, Zoning, of the City Code;

WHEREAS, The land for which the Special Land Use Permit is sought is located on the east side of N. Old Woodward along Hamilton Row;

WHEREAS, The land is zoned B-4, and is located within the Downtown Birmingham Overlay District, which permits food and drink establishments serving alcoholic liquors with a Special Land Use Permit;

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

WHEREAS, The Planning Board on March 25, 2015 reviewed the application for Final Site Plan and Special Land Use Permit and recommended approval with the following conditions:

1. Execute a contract with the City outlining the details of the proposed theatre and restaurant operations upon approval of the SLUP in accordance with the presentation made this evening;
2. Meet all City Department requests, subject to administrative approval;
3. Provide material specifications for the background sign panel on the marquis, and clarify all sign colors;
4. Obtain a variance from the Board of Zoning Appeals for all exterior entry signage;
5. Planning Board finds that the marquis is an architectural feature of the building, and is approved as an alternate design in lieu of a sign band; and
6. LED lighting on the Ironwood Grill signs must be mounted so that it is not visible through the open cut area.

WHEREAS, The applicant has agreed to comply with all conditions for approval as recommended by the Planning Board on March 25, 2015;

WHEREAS, The Birmingham City Commission has reviewed CH Birmingham LLC dba Emagine Palladium and Ironwood Grill inside Emagine Palladium's Special Land Use Permit application and the standards for such review as set forth in Article 7, section 7.36 of Chapter 126, Zoning, of the City Code;

NOW, THEREFORE, BE IT RESOLVED, The Birmingham City Commission finds the standards imposed under the City Code have been met, subject to the conditions below, and that the CH Birmingham LLC dba Emagine Palladium and Ironwood Grill inside Emagine Palladium application for a Special Land Use Permit authorizing the operation of two food and drink establishments, under common ownership, serving alcoholic liquors with a Class C liquor license with a Direct Connect Endorsement, New Sunday Sales Permit (AM and PM), Dance Permit, Entertainment Permit, (1) New Add Bar Permit, Specific Purpose Permit (food and movies) at 250 N. Old Woodward in accordance with Chapter 10, Alcoholic Liquors, is hereby approved;

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

is granted subject to the following conditions:

1. Execute a contract with the City outlining the details of the proposed theatre and restaurant operations upon approval of the SLUP in accordance with the presentation made this evening;
2. Meet all City Department requests, subject to administrative approval;
3. Provide material specifications for the background sign panel on the marquis, and clarify all sign colors;
4. Obtain a variance from the Board of Zoning Appeals for all exterior entry signage;
5. Planning Board finds that the marquis is an architectural feature of the building, and is approved as an alternate design in lieu of a sign band;
6. LED lighting on the Ironwood Grill signs must be mounted so that it is not visible through the open cut area;
7. CH Birmingham LLC dba Eimage Palladium and Ironwood Grill inside Eimage Palladium shall abide by all provisions of the Birmingham City Code;
8. The Special Land Use Permit may be canceled by the City Commission upon finding that the continued use is not in the public interest;
9. CH Birmingham LLC dba Eimage Palladium and Ironwood Grill inside Eimage Palladium shall provide for the removal of disposable materials resulting from the operations and maintain the area in a clean and orderly condition by providing the necessary employees to guarantee this condition, and by the placement of a trash receptacle in the outdoor seating area; and
10. CH Birmingham LLC dba Eimage Palladium and Ironwood Grill inside Eimage Palladium shall enter into a contract with the City outlining the details of the operation of the proposed restaurants.

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

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

MAY IT BE FURTHER RESOLVED that CH Birmingham LLC dba Eimage Palladium and Ironwood Grill inside Eimage Palladium are recommended for operation of a theatre and restaurant, under common ownership, serving alcoholic liquors, with a Class C Liquor License with a Direct Connect Endorsement, New Sunday Sales Permit (AM and PM), Dance Permit, Entertainment Permit, (1) New Add Bar Permit, Specific Purpose Permit (food and movies) at 250 N. Old Woodward, Birmingham, Michigan, 48009, above all others, pursuant to Chapter 10, Alcoholic Liquors, of the Birmingham City Code, subject to final inspection.

VOTE:	Yeas,	7
	Nays,	None
	Absent,	None



MEMORANDUM

Engineering Dept.

DATE: April 5, 2017

TO: Joseph Valentine, City Manager

FROM: Paul T. O'Meara, City Engineer

SUBJECT: Street Paving Policy (Special Assessments)
Project Limits

As you know, the City of Birmingham historically has asked residents on unimproved streets that wish to have an engineered, permanent pavement installed to petition the City, thereby indicating that a majority of the owners are in favor of the project, and in favor of creating a special assessment district. For many years, the City Commission has encouraged that such projects be sized in a manner that makes sense from an efficiency standpoint. Projects should typically not be started or stopped at odd locations (such as mid-block) to help create a majority in favor, if such a project would not be in the best interest of the City or the impacted owners, both within and adjacent to the proposed district.

As we discussed, our consulting engineer Hubbell, Roth, & Clark (HRC) was asked to analyze Lakeview Ave. from the perspective about whether it would make sense to pave just the section south of Vinewood Ave. HRC was asked to consider what engineering problems, if any, would arise from building this shorter section, rather than the entire length of Lakeview Ave. in one project. Their report is attached.

Historically, if only one leg of an intersection is being paved for the first time, the Engineering Dept. has tried to stay out of the intersection, as that tends to complicate the project, and can create ride quality issues. However, in this case, it appears that paving the intersection with the south block would resolve more issues than it would create. Due to the steeper slope heading south off the intersection, a better, safer riding road can be created if the intersection were built as a part of a paving project to the south. Paving the intersection would also better resolve the drainage issues now present along the west edge of the road, again due to the steeper slope.

As noted by HRC, if the intersection was built as a part of a south block only project, the cost of this work would have to be spread among the property owners participating. Other cost/environmental issues include:

- There are certain costs of contracting that are there no matter what size project is bid, such as mobilization, bonding, and insurance. If both sections of Lakeview Ave. are paved, but as part of different contracts, these costs have to be paid twice, and are paid by smaller groups of homeowners.
- If both blocks are paved, but as part of two different projects, the noise and dirt impacts on the neighborhood will be greater than if the entire area was paved as one project.

- If just the south part is paved, the trucks entering and exiting the project area will have to use the north block extensively to get in and out of the project area. Construction traffic on the existing chip seal pavement, which is not being replaced, may be damaged in the process.

If a change in policy should be considered, the following criteria are recommended for this and similar projects going forward:

- The majority of the property owners of the section to be impacted shall be in favor of the project, as indicated by a written petition. Similarly, it should be clear through the petitioning process that there is not a majority in favor for the section not being included.
- The downsized project shall not create drainage problems on the street or adjacent right-of-way, particularly in the areas surrounding the ends of the project. Further, a reasonable storm sewer outlet for the project area shall be available.
- If an intersection is within the project area, and it is unimproved, it should be included in the project scope, unless there are clear engineering reasons to the contrary.
- As always, water main and City sewer improvements shall be included in the job, if needed.
- Each driveway approach within the project area shall be replaced with new concrete.
- The new pavement shall comply with the City's standard street width requirements.

Finally, as always, special circumstances that may warrant adjustments to the above criteria shall be considered if appropriate.

SUGGESTED ACTION:

To amend the existing City policy governing street improvements with respect to allowing streets to be paved in block segments subject to established criteria and partially financed through a special assessment district.

RESOLUTION #_____

**SPECIAL ASSESSMENT DISTRICT
POLICY AMENDMENT**

The City of Birmingham City Commission typically initiates a special assessment district for paving an unimproved road as a response to the receipt of a valid petition indicating that a majority of property owners within a certain road segment are in favor of the project. If a petition fails to reach a majority, it is not moved forward to the City Commission for consideration. Generally, the City would prefer to determine starting and stopping points for the project at locations that make the most sense from the perspective of engineering design, cost efficiency, and reduced disruption on the immediate neighbors, both within and outside of the proposed paving limits. However, at times, support for the project may be distributed such that the project cannot be considered using project limits that best suit these criteria.

In order to allow the project to be moved forward to consideration, at times it may be appropriate to consider a smaller project where a majority can be identified. The smaller project shall be considered if the following criteria are met:

- The majority of the property owners of the section to be impacted shall be in favor of the project, as indicated by a written petition. Similarly, it shall be clear through the petitioning process that there is not a majority in favor for the section not being included.
- The downsized project shall not create drainage problems on the street or adjacent right-of-way, particularly in the areas surrounding the ends of the project. Further, a reasonable storm sewer outlet for the project area shall be available.
- If an intersection is within the project area, and it is unimproved, it should be included in the project scope, unless there are clear engineering reasons to the contrary.
- As always, water main and City sewer improvements shall be included in the job, if needed.
- Each driveway approach within the project area shall be replaced with new concrete.
- The new pavement shall comply with the City's standard street width requirements.

Special circumstances that may warrant adjustments to the above criteria shall be considered if appropriate.



PRINCIPALS

Daniel W. Mitchell
Nancy M. D. Faught
Keith D. McCormack
Jesse B. VanDeCreek
Roland N. Alix
Michael C. MacDonald
James F. Burton
Charles E. Hart

SENIOR ASSOCIATES

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Randal L. Ford
William R. Davis
Dennis J. Benoit
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February 23, 2017

City of Birmingham
151 Martin Street
P.O. Box 3001
Birmingham, MI 48302

Attn: Mr. Paul T. O'Meara, P.E., City Engineer

Re: Lakeview SAD Paving Evaluation
Harmon to Oak

HRC Job No. 20170011.21

Dear Mr. O'Meara:

As requested, we have completed a review of the proposed paving project on Lakeview Ave., between Harmon and Oak, in the southwest quarter of section 25. It is our understanding that this road is considered to be an unimproved street, and that the residents are pursuing the project under the City's special assessment district process.

Lakeview Ave. is approximately 1,200 feet in length, between Harmon and Oak. Vinewood intersects Lakeview approximately 400 feet south of Oak. The right-of-way width is 60 feet. There are 13 parcels on the part of the block north of Vinewood, and 26 parcels between Harmon and Vinewood. The existing road surface is bituminous gravel material (cape-seal), and is approximately 22 feet wide. The elevation of Lakeview generally falls approximately 4 feet from Oak to Vinewood, and falls approximately 10 feet from Vinewood to Harmon. Concrete sidewalks are present along both sides of the road. Residential drive approaches are constructed of both concrete (17) and asphalt (12) materials.

Roadway drainage is accomplished through catch basins located at the intersection of Vinewood, midway between Vinewood and Harmon, and at the intersection of Harmon. Drainage structures are connected to an existing 21" dia. combined sewer that is located under the road surface at a depth of 9 to 11 feet. An 8" sanitary sewer is also present beneath the road surface at a depth of 7 to 9 feet.

New streets constructed under the City's SAD process will meet City standards, which would consist of concrete pavement and integral concrete curb & gutter. The new road overall width would be 27 feet (back-of-curb to back-of-curb). New ADA compliant sidewalk ramps would be installed at Oak, Vinewood and Harmon. Estimated quantities for the paving project would include approximately 3,400 square yards of 7" thick concrete, and 2,500 feet of concrete curb & gutter. The construction cost of the project could be roughly estimated at \$380,000 to \$420,000.

As part of our evaluation, we are providing a discussion of some potential effects of only completing construction on the south part of the block, between Harmon and Vinewood, and not the northern part. The potential effects are summarized below:

Vinewood Intersection

When reconstructing unimproved roads, the new road surface is generally lower than existing by a half foot or more so that the grass surface between the sidewalk positively drains towards the new top-of-curb. Because the road has a steeper longitudinal slope south of the intersection compared to the north, transitioning to match the existing surface grades would be more abrupt if the intersection were not lowered, and could negatively affect ride quality. As such, it would be recommended that the Vinewood intersection be included in the paving project. By reconstructing the intersection, new ADA compliant concrete sidewalk ramp will be installed, which is beneficial to the neighborhood. The reconstructed intersection would also address the poor surface drainage issue in the intersection. Transition pavement sections would be constructed from the end of the new pavement surface to match the existing road surfaces north and east of the intersection. These transitions are typically 25 to 50 feet long depending on the difference in grades. The estimated cost for reconstructing the intersection is on the order of \$40,000 to \$50,000. If the paving project is limited to only the southern part of the block, the costs from the intersection will have to be apportioned over fewer properties. This could potentially add \$500 to \$650 to the apportionment costs for homes to the south compared to the costs if the entire block was in the SAD.

Construction Cost Inefficiencies

Completing pavement improvements on this block as two separate projects will result in some construction inefficiencies. Costs inefficiencies would result from work items installed as part of the first project being removed and replaced with the second project, such as the pavement transitions at the intersection mentioned above. Other cost inefficiencies would be for duplicating project costs, such as design and bidding costs, contractor's mobilization, insurance & bonding, permitting, and traffic control. Finally, unit prices for many construction items would increase for a smaller project due to "economies of scale" inherent in those items. The smaller of the two projects for the north part of the block would see greater increases.

Damage to Surrounding Areas

Execution of a major construction project has an unavoidable effect on surrounding roads. Construction traffic will cause deterioration of the roads along the haul route. For this project, we would expect a contractor to direct their truck traffic on Old Woodward, Oak, Lakeview, and Harmon back to Old Woodward. During construction of the south part of the block, the existing pavement on the north part would be subject to concentrated construction traffic, which would accelerate the deterioration of that pavement. When the second project occurred, the pavements on the haul route would be exposed to repeated construction loads again. In addition, the relatively new pavement on the south part of the block would be exposed to concentrated construction traffic, which could shorten its life cycle.

Mr. Paul T. O'Meara, P.E.
February 23, 2017
HRC Job Number 20170011.21
Page 3 of 3

Environmental Impacts

Although it is difficult to estimate a cost for environmental impacts associated with a construction project, completing the paving of the road over two separate projects would double these impacts to residents and businesses. Residents and businesses in the area would be exposed to the noise, dust, vibration and traffic disruptions during completion of both projects, instead of only once.

If you have any questions or require any additional information, please contact the undersigned.

Very truly yours,

HUBBELL, ROTH & CLARK, INC.



James J. Surhigh, P.E.
Senior Project Engineer

pc: HRC; M. MacDonald, File



MEMORANDUM

Planning Division

Date: May 1, 2017
To: Joseph A. Valentine, City Manager
From: Lauren Chapman, Assistant Planner
Approved By: Jana Ecker, Planning Director
Subject: On Street Accessible Parking Policy

In 2016, the City installed over 60 on-street designated accessible parking spaces to comply with new regulations under the Americans with Disabilities Act (ADA). The guidelines require cities to provide reserved, marked accessible parking spaces, in all municipal lots and on any public street that has individually marked spaces. **This policy does not apply to streets that do not have individually marked spaces.**

Staff was asked to explore creating an accessible parking installation policy for areas **with unmarked on-street parking**. Please find attached a resolution outlining the proposed On-Street Accessible Parking Policy as recommended by the Police, Engineering and Planning Departments.

On March 2, 2017, the Multi-Modal Transportation Board discussed the issue of establishing a policy for on street accessible parking in areas outside of the Parking Assessment District.

The proposed process is modeled after the processes of the City of Philadelphia and the City of Detroit. Both cities have a formal application process for citizens to request an on-street accessible parking space and sign in residential areas. Philadelphia has the most detailed policy, which is as follows:

- Any vehicle with a HP, DV, PD license plate or handicapped parking placard is allowed to use this zone.
- The vehicle must be registered to the applicant.
 - Exceptions will only be made for those who are under the age of 18.
- Applicants will need:
 - Completed application
 - Physician's certification of Disability
 - Copy of vehicle registration showing a physically disabled plate
 - Copy of Driver's License
- Applicants must also attempt to notice adjacent property owners
- The Philadelphia Parking Authority is responsible for all repairs of the parking poles that will be installed.
- The Philadelphia Parking Authority can be called if the property owner no longer needs the zone and would like it removed.

- If the Philadelphia Parking Authority receives reports of zone abuse (i.e. cones or other objects saving the zone, jockeying of cars to save a spot on the street, etc.) a parking investigator will verify the evidence that has been obtained. Once the evidence is corroborated, the zone can and will be removed.

On April 13, 2017, the MMTB again discussed the on street accessible parking policy, and voted unanimously to recommend an application process be established to review and evaluate requests for additional on-street accessible parking spaces. Please see the attached application form that is recommended by the MMTB. With regards to setting a fee for an on street accessible parking space, staff researched the costs of signing and painting such a space. The installation of a space is estimated to cost the City a minimum of \$245.99 per space. Below is a cost estimate provided by the Police Department:

	COST	VENDOR
SIGN	27.90	DORNBOS
POST	40.65	DORNBOS
HARDWARE	1.00	DORNBOS
INSTALL POST / SIGN / PAINT BLUE SPACE	176.44	DPS PAINT
PAINT BLUE SPACE	500.00	PK CONTRACTING
TOTAL - DPS PAINT	245.99	
TOTAL - PK PAINT	569.55	

After much discussion, the Multi-Modal Transportation Board voted not to pass the cost for an on street accessible parking space on to the applicant. The MMTB recommended approval of the proposed on street accessible parking policy, using the attached application form, with no application fee.

Suggested Action:

To establish an On-Street Accessible Parking Policy, as well as an application process outlined in the proposed application form, with no fee.

RESOLUTION # _____
CITY OF BIRMINGHAM
ON-STREET ACCESSIBLE PARKING POLICY

The City Commission has established the following prerequisites governing on-street accessible parking in accordance with the American with Disabilities Act (ADA).

1. Where on-street parking is provided on the block perimeter and the parking is marked or metered, accessible parking spaces shall be provided in accordance with the following table.

Total Number of Marked or Metered Parking Spaces on the Block Perimeter	Minimum Required Number of Accessible Parking Spaces
1 to 25	1
26 to 50	2
51 to 75	3

2. Where parking is not marked or metered, no requirement exists for on-street accessible parking.
3. Requests for additional accessible parking locations shall be submitted to the Advisory Parking Committee (APC) if located within the Parking Assessment District, or to the Multi-Modal Transportation Board (MMTB) if located outside of the Parking Assessment District.
 - a. Due to high demand of available on street parking, only extenuating circumstances will be considered for adding spaces above or beyond the requirement of the ADA.
 - b. The following review will be conducted to determine if an accessible parking location should be added:
 - Reason for the request;
 - Location;
 - Availability and usage of surrounding spots; and
 - ADA requirements.
4. When an accessible space is added, the City will make an effort to locate them close to an existing ramp. Once a road is reconstructed, access aisles and ramps shall be installed whenever feasible per the ADA.
5. If a request is approved by the APC or MMTB they will, by resolution, make a recommendation to the City Commission.

I, Cherilynn Brown, City Clerk of the City of Birmingham, Michigan, do hereby certify that the foregoing is a true and correct copy of the resolution adopted by the Birmingham City Commission at its regular meeting held on May 8, 2017.

Cherilynn Brown, City Clerk



APPLICATION FOR ON-STREET ACCESSIBLE PARKING SPACES

The purpose of this application is to provide signed and marked accessible parking spaces for handicapped people who work and / or reside in the city on streets that do not have marked accessible spaces. Applicants will need to fill out the application below. There is no application fee. The Police Department will inspect the area where the space is requested. If the requested spot is in the Parking Assessment District the application will be reviewed by the Ad Hoc Parking Committee; if it is not, it will be reviewed by the Multi-Modal Transportation Board. If the signage and associated markings are installed the applicant will need to reapply, with no fee, every two years to ensure that the spot is still needed.

If a parent, guardian, or spouse is filling out this application for a child or relative, please list the child or relative as the applicant.

Please print all information clearly and include copies of the applicant's vehicle registration and driver's license (if applicable) with the application. Also, please make a copy for your own records. Please fill out the application completely. Failure to do so will result in the return of the application in order to complete all omissions.

Applicant's Name: _____

Applicant's Address: _____

Address of requested location: _____

Is this location (check one): **Commercial** _____ **Residential** _____

Telephone Number: _____

1. Have you received a Secretary of State approved disability plate or placard. If so, please attach approved application.

2. Do you have a garage, driveway, or other off street parking available?

(circle one) Yes No

If so, total number of off street parking spaces you have available? _____

3. Explain why the applicant is in need of an accessible parking space in front of a home or place of work:

4. Michigan physically disabled license plate number or placard for the vehicle the applicant uses: _____

5. Is the applicant the property owner of the address given on the application?

(circle one) Yes No

If the answer to #5 is No, please have the property owner read and complete the "Notice to Property Owner" portion on the attached Consent Form.

6. Please attempt to get your neighbors to sign the "Notice to Abutting Property Owner" and the "Notice to Transverse Property Owner" portions on the attached Consent Form. If you are unable to obtain any or all of the signatures, please sign below to prove that you have attempted to do so.

Signature:_____ **Date:**_____

Sign Installation Agreement: I understand that it is my responsibility to obtain the signature of the owner(s) of the abutting and transverse properties indicating that they have no objections to the installation of this sign. The Advisory Parking Committee and/or the Multi-Modal Transportation Board reserve the right to conduct a public hearing at a subsequent meeting. I further agree that if I use this space for any purpose other than that which I described in this application, the sign will be removed. I also understand that the City of Birmingham retains the right to remove this sign at any time. I understand that this on street accessible parking space, if installed, is **not for my exclusive use**, but may be utilized by other drivers with a handicapped license plate or placard.

APPLICANT'S CERTIFICATION

I am aware that it is my responsibility to file a complete application. I understand that the application will be returned to me if it is found to be incomplete, illegible, or otherwise not filed in compliance with the instructions. I certify that the information contained herein is true and correct to the best of my knowledge and belief.

Signature:_____ Date:_____

CONSENT FORM

NOTICE TO PROPERTY OWNER (Please read carefully and complete fully)

I, (print name) _____, certify that I am the owner of (address)_____. I understand that my tenant is applying for a reserved on-street accessible parking space. If approved, I have no objections to the City of Birmingham installing a reserved on-street accessible parking space in front of my property.

Signature: _____ Date: _____

Telephone #: _____ Email: _____

NOTICE TO ABUTTING PROPERTY OWNER (Please read carefully and complete fully)

I, (print name)_____, certify that I am the owner of (address) _____. I understand that my neighbor is requesting that the City of Birmingham install a reserved on-street accessible parking space on the street. I have no objections to the installation of a reserved on-street accessible parking space adjacent to my property.

Signature: _____ Date: _____

Telephone #: _____ Email: _____

NOTICE TO ABUTTING PROPERTY OWNER (Please read carefully and complete fully)

I, (print name) _____, certify that I am the owner of (address)_____. I understand that my neighbor is requesting that the City of Birmingham install a reserved on-street accessible parking space on the street. I have no objections to the installation of a reserved on-street accessible parking space adjacent to my property.

Signature: _____ Date: _____

Telephone #: _____ Email: _____

NOTICE TO TRANSVERSE PROPERTY OWNER (Please read carefully and complete fully)

I, (print name) _____, certify that I am the owner of (address)_____. I understand that my neighbor is requesting that the City of Birmingham install a reserved on-street accessible parking space on the street. I have no objections to the installation of a reserved on-street accessible parking space adjacent to my property.

Signature: _____ Date: _____

Telephone #: _____ Email: _____

Multi Modal Transportation Board Minutes
March 2, 2017

8. HANDICAP PARKING POLICY

Ms. Chapman noted that in 2016, the City installed over sixty on-street designated accessible parking spaces to comply with new regulations under the Americans with Disabilities Act ("ADA"). The guidelines require cities to provide reserved, marked accessible parking spaces in all municipal lots and on any public street that has individually marked spaces. This policy does not apply to streets that do not have individually marked spaces.

Staff was asked to explore creating an accessible parking installation policy for areas with unmarked on-street parking. Should the board wish to recommend the On-Street Accessible Parking Policy, an application process will need to be established to review and evaluate requests for additional on-street accessible parking spaces.

Discussion concluded that the sample Application would state that the requestor needs to provide their handicap parking license plate or placard as well as describe their disability and explain why they would need an accessible parking space in front of their home or place of work. The application will ask whether this is a commercial address or a residential address, and if the requestor has other off-street parking options. Consent of the property owner is needed, even if the tenant is the requestor. An inspector could go out to determine if the request is legitimate.

Approval would only be good for two years, and after that time the requestor needs to re-apply. There should be clarity about how many neighbors need to be notified about the request.

Commander Grewe indicated he does not see the need to get signatures from residents on the whole block. Further, he doesn't see this happening that much because most houses in Birmingham have driveways and garages. Also, putting a handicap spot in front of someone's house doesn't guarantee they get to use it. Another neighbor with a handicap pass may park there. It was noted that information to this effect should be added to the application.

Ms. Ecker explained the proposed process. The application would come in to the Police Dept. and they would send it around to the different City departments. An inspector would be sent out to survey the situation and then file a report. The report gets put on a MMTB or APC Agenda for a decision.

Mr. Labadie stated that how the space is designated will be important, not just the sign. In other communities the requestor pays for the sign and for the pavement markings that go down. Renewal is not a new cost, but a verification that the space is still needed.

It was concluded that Staff would further investigate other cities to determine their notification requirements. When this matter is brought back the application language will be tightened up and a fee will be added.

DRAFT Multi Modal Transportation Board Minutes
April 13, 2017

8. HANDICAP PARKING POLICY

Ms. Chapman noted that in 2016, the City installed over sixty on-street designated accessible parking spaces to comply with new regulations under the Americans with Disabilities Act ("ADA"). The guidelines require cities to provide reserved, marked accessible parking spaces in all municipal lots and on any public street that has individually marked spaces. This policy does not apply to streets that do not have individually marked spots.

Should the board wish to recommend the On-Street Accessible Parking Policy, an application process will need to be established to review and evaluate requests for additional on-street accessible parking spaces.

At the March 2, 2017 meeting the application process to evaluate requests for additional on-street accessible parking spaces was discussed. Based on that discussion there have been several edits to the application, the largest being that a price has been included. If the City paints the space it would be \$250. If a contractor paints it the price more than doubles. Also, the notice to property owners has been clarified to say "abutting property owners" and "transverse" property owners. Another edit states that the space would not be for the applicant's exclusive use.

Board members talked about whether the charge would put an undue burden on someone who has a physical disability. It was noted that there is no cost for an accessible parking space in either Detroit or Philadelphia. It was general consensus that the City should bear the cost of painting and signage.

Motion by Mr. Rontal

Seconded by Ms. Slanga to move forward with the suggested recommendation for Handicap Parking Policy with zero fee.

The Vice-Chairman took public comments at 7:07 p.m.

Mr. Dan Isaacson thought that the \$200 application fee is a big mistake. Vice -Chairman Lawson added that it is not the goal to be discriminatory.

Motion carried, 6-0.

VOICE VOTE

Yeas: Rontal, Slanga, Edwards, Lawson, Schaefer, Surnow

Nays: None

Absent: Adams, Folberg

DATE: May 2, 2017

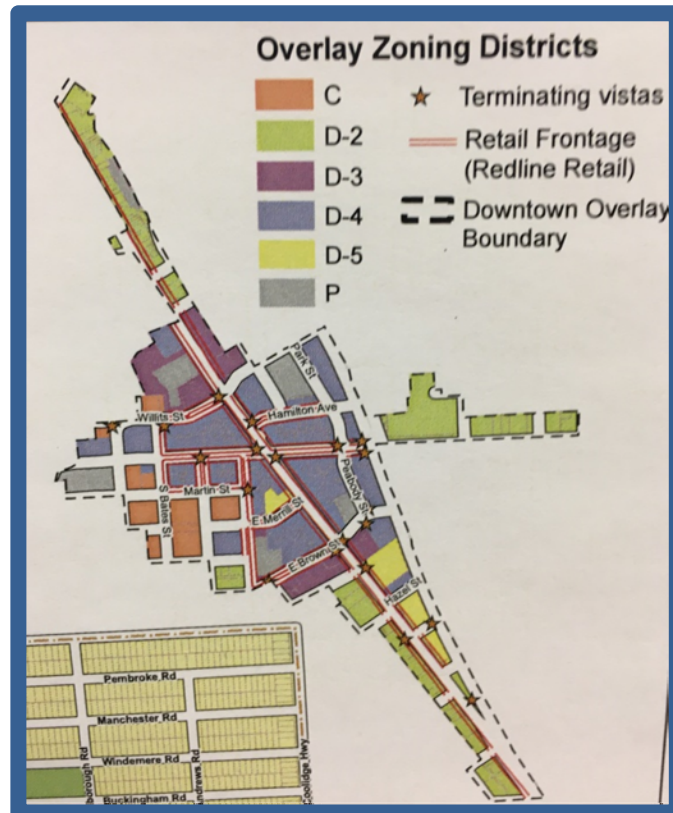
TO: Joseph A. Valentine, City Manager

FROM: Jana L. Ecker, Planning Director

SUBJECT: Definition of Retail in the Redline Retail District

At this time, the City Manager has directed staff to consider measures to provide temporary relief to halt the addition of non-retail uses into storefronts in Downtown Birmingham located within the Redline Retail District, while the Planning Board continues to study this issue.

Over the past decade, there has been an ongoing desire by some City Boards and Commissions to review the current definition of retail to ensure that we are encouraging true retail downtown, and not allowing office and other service uses to dominate. The issue is specifically relevant in the Downtown Overlay, where retail use is required in the first 20' of depth for all buildings in the Redline Retail District as illustrated below.



Article 3, Section 3.04 (C)(6) states:

Buildings that have frontage along the required retail frontages, as specified on the Regulating Plan, shall consist of retail with a minimum depth of 20 feet from the frontage line within the first story. Lobbies for hotels, offices, and multiple-family dwellings may be considered as part of the required retail frontage, provided that any such lobby occupies no more than 50% of the frontage of said building.

Accordingly, all buildings built under the Downtown Overlay in the areas marked in red on the map inset above, must contain retail uses in the first 20' of depth of the first floor. Article 9, section 9.02 of the Zoning Ordinance provides the following retail related definitions:

Retail Use: Any of the following uses: artisan, community, commercial, entertainment (including all establishments operating with a liquor license obtained under Chapter 10, Alcoholic Liquors, Article II, Division 3, Licenses for Economic Development), bistro or restaurant uses.

Artisan Use: Any premises used principally for the repair, manufacture, and sale of domestic furniture, arts, and crafts. The work must take place entirely within an enclosed building using only hand-held and/or table-mounted manual and electric tools.

Community Use: Premises used principally for education, worship, cultural performances, and gatherings administered by nonprofit cultural, educational, and religious organizations; premises used principally for local, state, and federal government, administration, provision of public services, education, cultural performances, and gatherings.

Commercial Use: Premises used generally in connection with the purchase, sale, barter, display, or exchange of goods, wares, merchandise, or personal services.

Office: A building or portion of a building wherein services are performed, including professional, financial (including banks), clerical, sales, administrative, or medical services.

As defined in Article 9, retail uses include the direct sale of products from the premises, but also include restaurants, entertainment and the purchase, sale or exchange of personal services (given the inclusion of personal services in the definition of commercial uses, which are included as retail uses). No definition for personal services is provided. Personal financial services, beauty services, banking services, real estate services, advertising services and other similar uses have been permitted within the Redline Retail District under the umbrella of personal services, provided that there is a display area for the sale or exchange of such goods and services in the first 20' of the storefront, and the storefront is open to the public during regular business hours. Concern has been raised that this small display area 20' in depth is not sufficient to create an activated, pedestrian-friendly retail district.

The current definitions for retail and commercial have thus permitted some uses that are not universally considered "true retail" as there are no physical goods for sale. In the past, both the Planning Board and the Birmingham Shopping District Board have expressed concern with

the existing retail definition, and have considered alternative definitions to tighten the definition of retail to include only shops which sell products, not financial, real estate or other such personal services. On the other hand, many property owners in the past have expressed concerns about tightening up the definitions as they desire the flexibility to lease space to a wider range of users to avoid vacancies.

At the joint meeting with the City Commission on June 20, 2016, both the City Commission and the Planning Board members agreed that the existing definition of retail, and the related definitions in the Zoning Ordinance should be discussed in further detail. This issue was added to the Planning Board's 2016 – 2017 Action List for future discussion.

Accordingly, the City Commission may wish to consider providing temporary relief to halt the addition of non-retail uses into storefronts in Downtown while the Planning Board continues to study this issue. A simple option discussed by the Planning Board is to strengthen the retail definition by requiring the sale or exchange of goods and eliminating the categories of community and commercial use (which permits personal service uses). This could also be accomplished by leaving the definitions of retail and commercial uses as is pending further study, and simply excluding community and personal service uses from the Redline Retail District only in the Downtown Birmingham Overlay District. This would ensure that all establishments offering only personal services would not be permitted in the first floor redline retail areas. This would also remove community uses from the Redline Retail District as these may not provide the type of active retail uses envisioned. Community uses include schools, religious institutions, government offices or cultural performance establishments. Schools, religious institutions and government offices often have limited hours, cater to limited groups of people, and do not offer the purchase, sale, barter, display or exchange of goods, wares or merchandise preferred in a dedicated retail district. Cultural performances however could also fall under the category of entertainment, which could remain under the definition of retail even if community uses were removed.

With the option noted above, beauty salons and similar establishments that offer personal beauty services would not be permitted in the Redline Retail District unless they sell or display an extensive offering of beauty products as well in the first 20' of their storefront space.

In order to move this amendment forward swiftly, a public hearing could be held by the Planning Board on June 14, 2017, the City Commission could set a public hearing for this amendment on June 26, 2017, and conduct the public hearing on July 24, 2017.

Suggested Action:

To direct the Planning Board to review and present the recommendation to amend Article 3, section 3.04(C)(6), Specific Standards, to amend the Downtown Birmingham Overlay Standards to excluded community and personal service uses as permitted in the Redline Retail District, and to forward a recommendation to the City Commission by June 26, 2017.

Draft Ordinance Language

ORDINANCE NO. _____

THE CITY OF BIRMINGHAM ORDAINS:

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

TO AMEND ARTICLE 3, SECTION 3.04, SPECIFIC STANDARDS, TO AMEND THE DOWNTOWN BIRMINGHAM OVERLAY STANDARDS TO EXCLUDE COMMUNITY AND PERSONAL SERVICE USES AS PERMITTED USES IN THE REDLINE RETAIL DISTRICT.

3.04 Specific Standards

C. Building Use.

6. Buildings that have frontage along the required retail frontages, as specified on the Regulating Plan, shall consist of retail with a minimum depth of 20 feet from the frontage line within the first story. **For purposes of this Section 3.04(C)(6), personal services as included in the definition of Commercial Use and community uses are not considered retail.** Lobbies for hotels, offices, and multiple-family dwellings may be considered as part of the required retail frontage, provided that any such lobby occupies no more than 50% of the frontage of said building.

ORDAINED this _____ day of _____, 2017 to become effective 7 days after publication.

Mark Nickita, Mayor

Cherilynn Brown, City Clerk

City Commission Minutes
June 20, 2016

E. Definition of retail

Ms. Ecker described the issue as the city's definition of retail in the ordinance, and people who would like the definition to be more specific. She said this comes up at the shopping district level. The retailers downtown want to see more retail. For the most part, the general public wants to see an active retail type use whether it is retail or restaurant. There is some debate on what percentage of each. The building owners have a different view.

Commissioner Nickita thinks this is long overdue for discussion. He feels it needs to be re-examined and cleaned up.

The consensus is to continue discussion on the definition of retail.

There were no public comments.

DRAFT Planning Board Minutes March 29, 2017

5. Definition of Retail

Ms. Ecker observed that over the past decade, there has been an ongoing desire by some City Boards and Commissions to review the current definition of retail to ensure that we are encouraging true retail downtown, and not allowing office and other service uses to dominate. The issue is specifically relevant in the Downtown Overlay, where retail use is required in the first 20 ft. of depth for all buildings in the Redline Retail District.

As defined in Article 9, retail uses include the direct sale of products from the premises, but also include restaurants, entertainment and the purchase, sale or exchange of personal services. No definition for personal services is provided. Personal financial services, beauty services, banking services, real estate services, advertising services and other similar uses have been permitted within the Redline Retail District under the umbrella of personal services, provided that there is a display area for the sale or exchange of such goods and services in the first 20 ft. of the storefront, and the storefront is open to the public during regular business hours. Concern has been raised that this small display area 20 ft. in depth is not sufficient to create an activated, pedestrian-friendly retail district.

In the past, both the Planning Board and the Birmingham Shopping District Board have expressed concern with the existing retail definition, and have considered alternative definitions to tighten the definition of retail to include only shops which sell products, not financial, real estate or other such personal services. On the other hand, many property owners in the past have expressed concerns about tightening up the definitions as they desire the flexibility to lease space to a wider range of users in order to avoid vacancies.

Reviewing the research on other cities retail policies, one issue maybe that the Red Line Retail District is too big. Perhaps the City should target the Maple/Woodward core area for the strict definition of retail and then allow some of the service uses around that. Another recommendation may be to change the definition of retail use by eliminating "community and commercial uses." It would still keep in uses that would fall under entertainment. Another option is to include language that talks about what percentage of sales comes from the actual sale of products.

Mr. Share said maybe part of the answer is that mandatory true retail needs to be compressed and street activation needs to be the principle. The national market trend is that the retail footprint is shrinking and it is anchored by entertainment and by food. Ms. Whipple-Boyce commented she does not like to see offices on the first floor. They create horrible dead strips of nothing. Maybe the idea is to shrink the retail district if the market trend is shifting.

No one had an issue with removing "community and commercial uses" from the definition of retail use. Mr. Jeffares suggested looking at Walnut Creek, CA and Hinsdale, IL for ideas about encouraging retail activity.

Consensus was that this topic will need further discussion.



MEMORANDUM

Office of the City Manager

DATE: May 8, 2017
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 BOARD OF ETHICS

At the regular meeting of Monday, June 12, 2017, the Birmingham City Commission intends to appoint one member to the Board of Ethics to serve a three-year term to expire June 30, 2020.

Board members are to serve as an advisory body for the purposes of interpreting the Code of Ethics. The board consists of three members who serve without compensation. The members shall be residents and have legal, administrative or other desirable qualifications.

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, June 7, 2017. These documents will appear in the public agenda for the regular meeting at which time the City Commission will discuss recommendations, and may make nominations and vote on appointments.

Criteria/Qualifications of Open Position	Date Applications Due (by noon)	Date of Interview
Members shall be residents and have legal, administrative or other desirable qualifications.	6/7/17	6/12/17

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.



NOTICE OF INTENTION TO APPOINT TO HISTORIC DISTRICT STUDY COMMITTEE

At the regular meeting of Monday, June 12, 2017, the Birmingham City Commission intends to appoint two members to the Historic District Study Committee to serve three-year terms to expire June 25, 2020, and two members to serve the remainders of three-year terms to expire June 25, 2019.

The goal of the Historic District Study Committee is to conduct historical research regarding the proposed designation of historic landmarks or districts in the City of Birmingham.

A majority of the members shall have a clearly demonstrated interest in or knowledge of historic preservation, although city residency is not required if an expert on the potential historic district topic is not available among city residents. The committee shall include representation of at least one member appointed from one or more duly organized local historic preservation organizations. The meetings are held by resolution of the City Commission.

Interested parties may submit an application available from the City Clerk's Office on or before noon on Wednesday, June 7, 2017. Applications will appear in the public agenda at which time the commission will discuss recommendations, and may make nominations and vote on appointments.

Criteria/Qualifications of Open Position	Date Applications Due (by noon)	Date of Interview
Members shall have a clearly demonstrated interest in or knowledge of historic preservation.	6/7/17	6/12/17

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.



NOTICE OF INTENTION TO APPOINT TO THE MUSEUM BOARD

At the regular meeting of Monday, June 12, 2017, the Birmingham City Commission intends to appoint three members to the Museum Board who are also members of the Birmingham Historical Society to serve three-year terms to expire July 5, 2020, and one member who is a business owner to fill a vacancy to expire July 5, 2019.

Interested parties may submit an application available from the city clerk's office on or before noon on Wednesday, June 7, 2017. 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.

Criteria/Qualifications of Open Position	Date Applications Due (by noon)	Date of Interview
Shall be qualified electors of the City and members of the Birmingham Historical Society.	6/7/17	6/12/17
One member shall be the owner of a business located in the city to be appointed by the city manager with the concurrence of the city commission (need not be a resident)	6/7/17	6/12/17

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.

R10A3



NOTICE OF INTENTION TO APPOINT TO RETIREMENT BOARD

At the regular meeting of Monday, June 12, 2017, the Birmingham City Commission intends to appoint one member to serve a three-year term to expire July 1, 2020.

The retirement board shall consist of seven voting trustees as follows:

- (1) The mayor.
- (2) A city commissioner to be selected by the city commission and to serve at the pleasure of the city commission.
- (3) The city manager.
- (4) A citizen, who is an elector of the city, and who is not eligible to participate in the retirement system as a member or retired member, to be appointed by the mayor by and with the consent of the city commission.
- (5) A police member to be elected by the police members.
- (6) A fire member to be elected by the fire members.
- (7) A general member to be elected by the general members.

In addition, there shall be one nonvoting ex officio retired member/beneficiary member to be elected by the retired members and beneficiaries currently receiving benefits from the system.

RETIREMENT BOARD DUTIES

The retirement board consists of seven members who serve three-year terms without compensation. The retirement board shall hold meetings regularly, at least one in each quarter year. The retirement board shall have the power to administer, manage, and properly operate the retirement system, and to make effective the applicable provisions of the City Code.

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, June 7, 2017. 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.

Criteria/Qualifications of Open Position	Date Applications Due (by noon)	Date of Interview
Elector of the city who is not eligible to participate in the retirement system as a member or retired member.	6/7/17	6/12/17

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.



MEMORANDUM

Finance Department

DATE: April 26, 2017

TO: Joseph A. Valentine, City Manager

FROM: Mark Gerber, Director of Finance/Treasurer

SUBJECT: Third Quarter Financial Reports

Background

Chapter 7, section 3(b) of the City charter requires the Director of Finance to report on the condition of the City quarterly. Quarterly reports are prepared for the first 3 quarters of the year with the annual audit serving as the 4th quarter report. Only the following funds are reported quarterly because by state law they require a budget: General Fund, Greenwood Cemetery Perpetual Care Fund, Major and Local Street Funds, Solid Waste Fund, Community Development Block Grant Fund, Law and Drug Enforcement Fund, Baldwin Public Library Fund, Principal Shopping District Fund, Brownfield Redevelopment Authority Fund, Triangle District Corridor Improvement Authority Fund, and the Debt Service Fund.

Overview

Attached is the third quarter 2016-2017 fiscal year financial reports. The reports compare budget to actual for the current fiscal year and the prior fiscal year for the same quarter. This allows comparisons between fiscal years as well as percentage of budget received/spent for the year. The budget categories used for each fund are the same ones approved by the Commission when they adopted the budget. Budget discussions that follow will focus on each fund individually.

At this point, 75% of the fiscal year has lapsed.

General Fund

Overall, the activity in the General Fund for fiscal year 2016-2017 is comparable to the prior fiscal year. Revenues are approximately \$800,000 higher than last year as a result of higher revenue from property taxes. Intergovernmental revenues are at 60% of budget because state shared revenues lag by 2-3 months. Fines and forfeiture revenue is at 41% because 2nd and 3rd quarter revenue from the 48th District Court will not be received until after their audit.

Total expenditures for the General Fund are approximately \$120,000 greater than the prior year. The increase in total expenditures is the result of an increase in expenditures in Community Development of approximately \$260,000 as a result of an increase in contractual building inspection costs and planning services and an increase in Engineering and Public Services expenditures of approximately \$285,000 as a result of sidewalk construction. This was partially offset by a decrease in Transfers Out of approximately \$436,000 as a result of \$1,000,000 transfer made in FY 2015-2016 to fund the Wolf v City of Birmingham lawsuit.

Greenwood Cemetery Fund

Revenue from cemetery plot sales for the first 2 quarters of the year is down approximately 37% from the previous year as a result of less interest in plot sales. No expenditures were budgeted for this year.

Major Street Fund

Overall, total revenues are comparable to last year. Intergovernmental revenue is down slightly due to a \$100,000 payment received from Bloomfield Hills in the prior year.

Non-construction expenditures are similar to the previous fiscal year. Construction expenditures are approximately \$615,000 less this fiscal year as compared to the prior year. This is the result of the West Maple Road project being primarily funded by MDOT and timing of other scheduled projects for later in the fiscal year.

Local Street Fund

Total revenues for the year are approximately \$420,000 higher than the prior year as a result of an increase in transfers from the General Fund of \$300,000 and an increase in special assessment receipts of approximately \$150,000.

Total expenditures are approximately \$1,000,000 higher than the prior year mainly as a result of timing of construction projects. Non-construction expenditures are similar to the previous fiscal year except for road maintenance which increased \$77,000 due to an increase in road patching work performed. This was offset by a decrease in street cleaning of \$68,000.

Solid Waste Fund

Revenues are comparable to the prior fiscal year. Personnel cost is at 90% because more time was spent on leaf collection in 2016-2017 and because the budget for this category was reduced in 2016-2017. Supplies are at 107% as a result of the purchase of recycling bins to have in inventory.

Brownfield Redevelopment Authority Fund

Revenues are comparable to the prior fiscal year.

Expenditures are higher in the current fiscal year as a result of more developers qualifying for reimbursement of environmental remediation costs than in 2016-2017. Debt service is higher due to the timing of when the loan payment to MDEQ was made.

Birmingham Shopping District

Total revenues and expenditures are comparable to the prior year.

Community Development Block Grant Fund

Prior year budget and related revenue and expenditures include funding for new handicap lift in City Hall which has been installed.

Triangle District Corridor Improvement Authority

No property tax revenue from tax capture will be recorded this year. The City is in the process of contract negotiations with the County regarding their participation in tax incremental financing for this area.

Law and Drug Enforcement Fund

Revenues are comparable to the previous year. Expenditures are more than the previous year due to the timing of purchases.

Baldwin Library

Revenue has increased approximately \$775,000. This is the result of an increase in the property tax levy in order to fund the renovations to the adult services area of the library.

Expenditures are approximately \$750,000 more than the previous year as a result of the renovation of the adult services area.

Debt Service Fund

Revenues are higher based on the original debt service schedule. Expenditures are expected to be below budget as a result of refinancing the debt.

CITY OF BIRMINGHAM
 QUARTERLY BUDGET REPORT
 GENERAL FUND
 QUARTER ENDED: MARCH 31, 2017 AND MARCH 31, 2016
 % OF FISCAL YEAR COMPLETED: 75%

	2016-2017			2015-2016		
	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED
REVENUES:						
USE OF FUND BALANCE	1,028,599	-	0%	676,165	-	0%
TAXES	21,081,640	21,109,468	100%	20,281,450	20,216,168	100%
LICENSES AND PERMITS	3,070,540	2,149,732	70%	3,240,750	2,388,043	74%
INTERGOVERNMENTAL	2,078,000	1,255,884	60%	1,931,160	1,138,742	59%
CHARGES FOR SERVICES	2,800,400	2,142,516	77%	2,848,820	2,125,102	75%
FINES AND FORFEITURES	1,686,060	686,570	41%	1,697,650	583,863	34%
INTEREST AND RENT	275,810	180,310	65%	204,480	133,453	65%
OTHER REVENUE	<u>240,740</u>	<u>125,818</u>	52%	<u>81,600</u>	<u>251,574</u>	308%
 TOTAL REVENUES	 <u>32,261,789</u>	 <u>27,650,298</u>	 86%	 <u>30,962,075</u>	 <u>26,836,945</u>	 87%
EXPENDITURES:						
GENERAL GOVERNMENT	5,289,965	3,469,414	66%	5,406,405	3,452,472	64%
PUBLIC SAFETY	12,896,767	9,046,922	70%	12,276,976	9,054,144	74%
COMMUNITY DEVELOPMENT	2,726,900	1,849,032	68%	2,395,930	1,589,191	66%
ENGINEERING AND PUBLIC SERVICES	5,198,157	3,170,720	61%	4,563,984	2,886,384	63%
TRANSFERS OUT	<u>6,150,000</u>	<u>4,567,356</u>	74%	<u>5,487,610</u>	<u>5,003,595</u>	91%
 TOTAL Expenditures	 <u>32,261,789</u>	 <u>22,103,444</u>	 69%	 <u>30,130,905</u>	 <u>21,985,786</u>	 73%

CITY OF BIRMINGHAM
 QUARTERLY BUDGET REPORT
 GREENWOOD CEMETERY FUND
 QUARTER ENDED: MARCH 31, 2017 AND MARCH 31, 2016
 % OF FISCAL YEAR COMPLETED: 75%

	2016-2017			2015-2016		
	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED
REVENUES:						
CHARGES FOR SERVICES	360,000	105,750	29%	30,000	168,563	562%
INTEREST AND RENT	<u>2,720</u>	<u>3,026</u>	111%	<u>450</u>	<u>413</u>	92%
TOTAL REVENUES	<u><u>362,720</u></u>	<u><u>108,776</u></u>	30%	<u><u>30,450</u></u>	<u><u>168,976</u></u>	555%
EXPENDITURES:						
TOTAL EXPENDITURES	<u>-</u>	<u>-</u>		<u>-</u>	<u>-</u>	

CITY OF BIRMINGHAM
 QUARTERLY BUDGET REPORT
 MAJOR STREETS
 QUARTER ENDED: MARCH 31, 2017 AND MARCH 31, 2016
 % OF FISCAL YEAR COMPLETED: 75%

	2016-2017			2015-2016		
	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED
REVENUES:						
USE OF FUND BALANCE	1,478,017	-	0%	1,595,820	-	0%
INTERGOVERNMENTAL	1,153,830	727,496	63%	1,978,610	823,037	42%
INTEREST AND RENT	7,540	11,006	146%	25,500	5,845	23%
OTHER REVENUE	401,360	9,545	2%	2,940	1,346	46%
TRANSFERS IN	<u>1,550,000</u>	<u>1,162,500</u>	75%	<u>1,580,000</u>	<u>1,185,000</u>	75%
 TOTAL REVENUES	 <u>4,590,747</u>	 <u>1,910,547</u>	 42%	 <u>5,182,870</u>	 <u>2,015,228</u>	 39%
EXPENDITURES:						
ADMINISTRATIVE	18,690	14,799	79%	17,920	14,214	79%
TRAFFIC CONTROLS & ENGINEERING	382,990	134,373	35%	263,577	195,082	74%
CONSTRUCTION OF ROADS & BRIDGES	3,108,260	915,830	29%	3,766,715	1,531,105	41%
MAINTENANCE OF ROADS & BRIDGES	334,517	200,103	60%	356,708	208,984	59%
STREET CLEANING	132,060	100,765	76%	184,920	121,717	66%
STREET TREES	241,450	150,031	62%	227,710	182,023	80%
SNOW AND ICE REMOVAL	<u>372,780</u>	<u>125,955</u>	34%	<u>365,320</u>	<u>91,755</u>	25%
 TOTAL EXPENDITURES	 <u>4,590,747</u>	 <u>1,641,856</u>	 36%	 <u>5,182,870</u>	 <u>2,344,880</u>	 45%

CITY OF BIRMINGHAM
 QUARTERLY BUDGET REPORT
 LOCAL STREETS
 QUARTER ENDED: MARCH 31, 2017 AND MARCH 31, 2016
 % OF FISCAL YEAR COMPLETED: 75%

	2016-2017			2015-2016		
	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED
REVENUES:						
USE OF FUND BALANCE	1,214,778	-	0%	1,534,484	-	0%
INTERGOVERNMENTAL	484,890	345,478	71%	376,480	377,572	100%
INTEREST AND RENT	15,050	9,099	60%	35,500	11,583	33%
OTHER REVENUE	358,310	189,929	53%	113,770	35,436	31%
TRANSFERS IN	<u>2,650,000</u>	<u>1,987,500</u>	75%	<u>2,250,000</u>	<u>1,687,500</u>	75%
 TOTAL Revenues	 <u>4,723,028</u>	 <u>2,532,006</u>	 54%	 <u>4,310,234</u>	 <u>2,112,091</u>	 49%
EXPENDITURES:						
ADMINISTRATIVE	26,370	20,559	78%	25,230	19,697	78%
TRAFFIC CONTROLS & ENGINEERING	64,570	48,933	76%	59,990	45,478	76%
CONSTRUCTION OF ROADS & BRIDGES	3,102,762	2,329,407	75%	2,861,317	1,325,549	46%
MAINTENANCE OF ROADS & BRIDGES	381,346	349,644	92%	408,957	272,404	67%
STREET CLEANING	184,470	95,100	52%	206,740	162,813	79%
STREET TREES	499,440	352,279	71%	523,980	354,904	68%
SNOW AND ICE REMOVAL	<u>204,640</u>	<u>84,872</u>	41%	<u>224,020</u>	<u>68,634</u>	31%
 TOTAL Expenditures	 <u>4,463,598</u>	 <u>3,280,794</u>	 74%	 <u>4,310,234</u>	 <u>2,249,479</u>	 52%

CITY OF BIRMINGHAM
 QUARTERLY BUDGET REPORT
 SOLID WASTE
 QUARTER ENDED: MARCH 31, 2017 AND MARCH 31, 2016
 % OF FISCAL YEAR COMPLETED: 75%

	2016-2017			2015-2016		
	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED
REVENUES:						
USE OF FUND BALANCE	10,310	-	0%	-	-	0%
TAXES	1,820,000	1,824,458	100%	1,825,000	1,822,415	100%
INTERGOVERNMENTAL	-	4,504	0%	-	-	0%
CHARGES FOR SERVICES	22,400	16,777	75%	22,900	15,626	68%
INTEREST AND RENT	10,040	9,083	90%	8,500	5,997	71%
OTHER REVENUE	-	118	0%	-	303	0%
	<u>-</u>	<u>118</u>		<u>-</u>	<u>303</u>	
TOTAL Revenues	<u>1,862,750</u>	<u>1,854,940</u>	100%	<u>1,856,400</u>	<u>1,844,341</u>	99%
EXPENDITURES:						
PERSONNEL COSTS	152,810	137,226	90%	194,740	113,284	58%
SUPPLIES	8,500	9,053	107%	11,000	2,700	25%
OTHER CHARGES	1,681,440	1,221,390	73%	1,622,060	1,099,010	68%
CAPITAL OUTLAY	20,000	5,893	29%	20,000	9,840	49%
	<u>20,000</u>	<u>5,893</u>		<u>20,000</u>	<u>9,840</u>	
TOTAL Expenditures	<u>1,862,750</u>	<u>1,373,562</u>	74%	<u>1,847,800</u>	<u>1,224,834</u>	66%

CITY OF BIRMINGHAM
 QUARTERLY BUDGET REPORT
 BROWNFIELD REDEVELOPMENT FUND
 QUARTER ENDED: MARCH 31, 2017 AND MARCH 31, 2016
 % OF FISCAL YEAR COMPLETED: 75%

	2016-2017			2015-2016		
	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED
REVENUES:						
TAXES	243,230	243,230	100%	226,750	226,750	100%
INTERGOVERNMENTAL	-	-	0%	-	15,467	0%
CHARGES FOR SERVICES	3,000	3,000	0%	-	1,500	0%
INTEREST AND RENT	1,500	1,133	76%	1,500	661	44%
OTHER REVENUE	20,000	12,340	62%	20,000	1,898	9%
TRANSFERS IN	-	-	0%	13,900	10,425	75%
	<u>267,730</u>	<u>259,703</u>	97%	<u>262,150</u>	<u>256,701</u>	98%
TOTAL Revenues						
EXPENDITURES:						
OTHER CHARGES	235,670	199,690	85%	233,000	80,054	34%
DEBT SERVICE	27,560	27,552	100%	27,560	-	0%
	<u>263,230</u>	<u>227,242</u>	86%	<u>260,560</u>	<u>80,054</u>	31%
TOTAL Expenditures						

CITY OF BIRMINGHAM
 QUARTERLY BUDGET REPORT
 BIRMINGHAM SHOPPING DISTRICT
 QUARTER ENDED: MARCH 31, 2017 AND MARCH 31, 2016
 % OF FISCAL YEAR COMPLETED: 75%

	2016-2017			2015-2016		
	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED
REVENUES:						
USE OF FUND BALANCE	50,090	-	0%	55,590	-	0%
INTEREST AND RENT	8,020	3,304	41%	5,400	2,786	52%
OTHER REVENUE	180,000	166,864	93%	175,000	169,702	97%
SPECIAL ASSESSMENTS	<u>887,800</u>	<u>839,201</u>	95%	<u>884,710</u>	<u>820,495</u>	93%
 TOTAL Revenues	 <u><u>1,125,910</u></u>	 <u><u>1,009,369</u></u>	 90%	 <u><u>1,120,700</u></u>	 <u><u>992,983</u></u>	 89%
 EXPENDITURES:						
PERSONNEL SERVICES	410,920	301,866	73%	432,430	331,941	77%
SUPPLIES	6,500	3,744	58%	6,500	7,923	122%
OTHER CHARGES	<u>708,490</u>	<u>581,175</u>	82%	<u>681,770</u>	<u>593,483</u>	87%
 TOTAL Expenditures	 <u><u>1,125,910</u></u>	 <u><u>886,785</u></u>	 79%	 <u><u>1,120,700</u></u>	 <u><u>933,347</u></u>	 83%

CITY OF BIRMINGHAM
 QUARTERLY BUDGET REPORT
 COMMUNITY DEVELOPMENT BLOCK GRANT
 QUARTER ENDED: MARCH 31, 2017 AND MARCH 31, 2016
 % OF FISCAL YEAR COMPLETED: 75%

	2016-2017			2015-2016		
	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED
REVENUES:						
INTERGOVERNMENTAL	<u>31,340</u>	<u>6,602</u>	21%	<u>72,909</u>	<u>23,218</u>	32%
TOTAL Revenues	<u><u>31,340</u></u>	<u><u>6,602</u></u>	21%	<u><u>72,909</u></u>	<u><u>23,218</u></u>	32%
EXPENDITURES:						
TOTAL Expenditures	<u><u>31,340</u></u>	<u><u>6,602</u></u>	21%	<u><u>72,909</u></u>	<u><u>23,218</u></u>	32%

CITY OF BIRMINGHAM
 QUARTERLY BUDGET REPORT
 TRIANGLE DISTRICT CORRIDOR IMPROVEMENT AUTHORITY
 QUARTER ENDED: MARCH 31, 2017 AND MARCH 31, 2016
 % OF FISCAL YEAR COMPLETED: 75%

	2016-2017			2015-2016		
	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED
REVENUES:						
USE OF FUND BALANCE	-	-	0%	-	-	0%
TAXES	90,000	-	0%	115,000	-	0%
INTEREST AND RENT	<u>520</u>	<u>102</u>	20%	<u>1,000</u>	<u>106</u>	11%
 TOTAL Revenues	 <u>90,520</u>	 <u>102</u>	 0%	 <u>116,000</u>	 <u>106</u>	 0%
 EXPENDITURES:						
 TOTAL Expenditures	 <u>20,000</u>	 <u>-</u>	 0%	 <u>20,000</u>	 <u>16,266</u>	 81%

CITY OF BIRMINGHAM
 QUARTERLY BUDGET REPORT
 LAW & DRUG ENFORCEMENT FUND
 QUARTER ENDED: MARCH 31, 2017 AND MARCH 31, 2016
 % OF FISCAL YEAR COMPLETED: 75%

	2016-2017			2015-2016		
	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED
REVENUES:						
USE OF FUND BALANCE	-	-	0%	-	-	0%
FINES AND FORFEITURES	37,500	32,069	86%	37,500	35,837	96%
INTEREST AND RENT	<u>720</u>	<u>582</u>	81%	<u>750</u>	<u>289</u>	39%
 TOTAL Revenues	 <u><u>38,220</u></u>	 <u><u>32,651</u></u>	 85%	 <u><u>38,250</u></u>	 <u><u>36,126</u></u>	 94%
 EXPENDITURES:						
PUBLIC SAFETY	-	-	0%	-	-	0%
CAPITAL OUTLAY	<u>8,500</u>	<u>8,500</u>	100%	<u>8,800</u>	<u>3,258</u>	37%
 TOTAL Expenditures	 <u><u>8,500</u></u>	 <u><u>8,500</u></u>	 100%	 <u><u>8,800</u></u>	 <u><u>3,258</u></u>	 37%

CITY OF BIRMINGHAM
 QUARTERLY BUDGET REPORT
 BALDWIN LIBRARY
 QUARTER ENDED: MARCH 31, 2017 AND MARCH 31, 2016
 % OF FISCAL YEAR COMPLETED: 75%

2016-2017			2015-2016		
AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED

REVENUES:

USE OF FUND BALANCE	1,210,260	-	0%	18,180	-	0%
TAXES	2,936,970	2,951,330	100%	2,174,180	2,186,210	101%
INTERGOVERNMENTAL	950,810	435,276	46%	930,508	424,910	46%
CHARGES FOR SERVICES	96,240	66,138	69%	99,740	73,299	73%
INTEREST AND RENT	16,500	17,042	103%	16,500	9,736	59%
OTHER REVENUE	200,000	-	0%	-	-	0%
TOTAL Revenues	5,410,780	3,469,786	64%	3,239,108	2,694,155	83%

EXPENDITURES:

TOTAL Expenditures	5,410,780	3,097,269	57%	3,166,472	2,349,657	74%
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CITY OF BIRMINGHAM
 QUARTERLY BUDGET REPORT
 DEBT SERVICE FUND
 QUARTER ENDED: MARCH 31, 2017 AND MARCH 31, 2016
 % OF FISCAL YEAR COMPLETED: 75%

	2016-2017			2015-2016		
	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED
REVENUES:						
TAXES	1,626,220	1,625,759	100%	1,575,090	1,572,917	100%
INTERGOVERNMENTAL	4,000	4,019	0%	-	4,018	0%
INTEREST AND RENT	2,380	1,697	71%	1,400	1,512	108%
OTHER REVENUE	<u>-</u>	<u>103</u>	0%	<u>-</u>	<u>-</u>	0%
TOTAL Revenues	<u>1,632,600</u>	<u>1,631,578</u>	100%	<u>1,576,490</u>	<u>1,578,447</u>	100%
EXPENDITURES:						
TOTAL Expenditures	<u>1,627,600</u>	<u>1,568,364</u>	96%	<u>1,571,490</u>	<u>1,571,484</u>	100%



MEMORANDUM

Finance Department

DATE: April 13, 2017
TO: Joseph A. Valentine, City Manager
FROM: Mark Gerber, Director of Finance/Treasurer
SUBJECT: March 2017 Investment Report

Public Act 213 of 2007 requires investment reporting on the City's general investments to be provided to the City Commission on a quarterly basis. This information is also required to be provided annually, which the City has and will continue to include within the audited financial statements.

General investments of the City are governed by state law and the City's General Investment Policy approved by the City Commission. The services of an outside investment advisor are utilized to assist the treasurer in determining which types of investments are most appropriate and permitted under the investment policy, maximize the return on the City's investments within investment policy constraints and provide for cash flow needs.

The two primary objectives for investment of City funds are the preservation of principal and liquidity to protect against losses and provide sufficient funds to enable the City to meet all operating requirements that might be reasonably anticipated. Investment activities include all City funds except the retirement and retiree health-care funds as follows:

- General Fund
- Permanent Funds
- Special Revenue Funds
- Capital Projects Fund
- Enterprise Funds
- Debt Service Funds
- Component Unit Funds
- Internal Service Funds

The City has two pooled funds (CLASS Pool and J-Fund), which are used to meet payroll, contractor and other accounts payable needs. As indicated on the attached schedule, there is approximately \$4.5 million invested in pooled funds at the end of March. A maximum of 50% of the portfolio may be invested in pooled funds that meet state guidelines. The amount currently invested in pooled funds is 8%.

Currently there is approximately \$2 million, or 3%, of the City's portfolio invested in commercial paper. A maximum of 20% of the City's investments may be held in commercial paper with the highest rating of A-1/P-1 by at least two standard rating services.

Investments in obligations of the state total \$1.5 million, or 3%, of the portfolio. A maximum of 20% of the City's investments may be held in these investment instruments.

The City also holds approximately \$17.5 million, or 30%, of its investments in government securities, which are obligations of the United States. The maximum amount of investments that may be held in government securities is 100%.

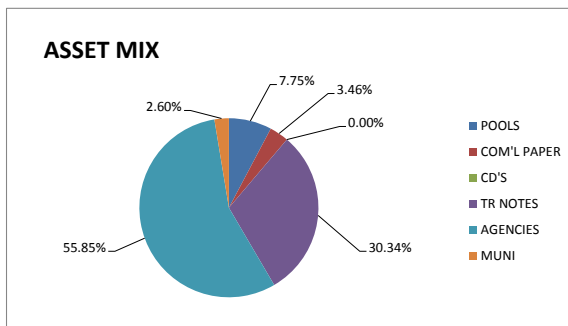
Investments in federal agencies total approximately \$32.2 million, or 56%, of the City's investments. The maximum amount of the portfolio that may be invested in federal agencies is 75%.

The Investment Policy requires that the average maturity of the portfolio may not exceed two and one-half years. The current average maturity of the portfolio is 1.3 years.

**CITY OF BIRMINGHAM
GENERAL INVESTMENT PORTFOLIO SUMMARY**

3/31/2017

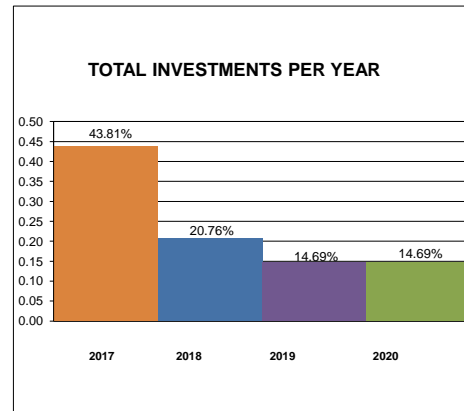
YEAR	MATURITY DATE	DESCRIPTION	% YIELD	*	ISSUER	PAR VALUE	COST	CURRENT MARKET VALUE	YEARLY TOTAL	% OF TOTAL
2017	3/31/2017	CLASS POOL	0.930%	CITY	MICHIGAN CLASS	2,031,827.28	2,031,827.28	2,031,827.28	25,292,562.59	43.81%
	3/31/2017	J FUND	0.595%	CITY	COMERICA BANK	2,442,646.30	2,442,646.30	2,442,646.30		
	4/27/2017	AGENCY	0.770%	INSIGHT	FNMA	1,500,000.00	1,523,970.00	1,500,360.00		
	4/28/2017	AGENCY	1.257%	INSIGHT	FNMA	2,000,000.00	1,999,600.00	1,979,800.00		
	5/15/2017	MUNI	1.100%	INSIGHT	MI	1,500,000.00	1,521,405.00	1,501,155.00		
	5/23/2017	COM'L PAPER	1.290%	INSIGHT	MERRILL LYNCH PIERCE FENNER & SM	2,000,000.00	1,984,142.22	1,999,689.76		
	5/31/2017	TR NOTE	0.625%	INSIGHT	U.S.	1,500,000.00	1,501,523.44	1,499,850.00		
	6/14/2017	AGENCY	1.150%	INSIGHT	FHLMC	1,100,000.00	1,100,000.00	1,098,174.00		
	6/30/2017	AGENCY	1.300%	INSIGHT	FNMA	1,500,000.00	1,500,000.00	1,478,145.00		
	6/30/2017	AGENCY	2.000%	INSIGHT	FHLB	1,000,000.00	1,000,000.00	998,300.00		
	7/31/2017	TR NOTE	1.000%	INSIGHT	U.S.	1,500,000.00	1,476,210.94	1,498,590.00		
	9/8/2017	AGENCY	0.840%	INSIGHT	FHLB	1,500,000.00	1,493,565.00	1,498,650.00		
	9/27/2017	AGENCY	1.193%	INSIGHT	FNMA	1,500,000.00	1,497,000.00	1,477,545.00		
	10/13/2017	AGENCY	1.398%	INSIGHT	FFCB	1,325,000.00	1,322,018.75	1,292,630.25		
	10/31/2017	TR NOTE	1.000%	INSIGHT	U.S.	1,500,000.00	1,486,523.44	1,498,245.00		
	12/31/2017	TR NOTE	1.120%	INSIGHT	U.S.	1,500,000.00	1,479,375.00	1,496,955.00		
2018	1/15/2018	TR NOTE	0.760%	INSIGHT	U.S.	1,500,000.00	1,503,984.38	1,498,185.00	11,982,900.00	20.76%
	2/15/2018	TR NOTE	0.770%	INSIGHT	U.S.	1,500,000.00	1,507,968.75	1,499,235.00		
	2/20/2018	AGENCY	1.060%	INSIGHT	FHLB	2,000,000.00	2,000,680.00	1,997,760.00		
	4/24/2018	AGENCY	1.080%	INSIGHT	FFCB	1,000,000.00	999,000.00	998,610.00		
	9/7/2018	AGENCY	1.134%	INSIGHT	FHLB	2,000,000.00	1,994,520.00	1,995,100.00		
	10/31/2018	TR NOTE	1.250%	INSIGHT	U.S.	1,000,000.00	1,003,046.88	1,000,780.00		
	11/1/2018	AGENCY	1.010%	INSIGHT	FFCB	2,000,000.00	1,998,418.00	1,988,540.00		
	12/31/2018	TR NOTE	1.030%	INSIGHT	U.S.	1,000,000.00	1,015,000.00	1,004,690.00		
2019	1/31/2019	TR NOTE	1.050%	INSIGHT	U.S.	1,500,000.00	1,522,031.25	1,506,975.00	11,976,920.00	
	2/28/2019	TR NOTE	1.375%	INSIGHT	U.S.	2,000,000.00	2,020,625.00	2,004,760.00		
	4/15/2019	AGENCY	1.090%	INSIGHT	FHLMC	1,000,000.00	1,001,060.00	995,160.00		
	6/14/2019	AGENCY	1.100%	INSIGHT	FHLB	1,000,000.00	1,015,560.00	1,004,410.00		
	7/11/2019	AGENCY	1.075%	INSIGHT	FNMA	1,500,000.00	1,500,000.00	1,485,990.00		
	7/19/2019	AGENCY	1.023%	INSIGHT	FHLMC	1,500,000.00	1,493,850.00	1,481,775.00		
	10/28/2019	AGENCY	1.360%	INSIGHT	FFCB	1,500,000.00	1,497,300.00	1,488,630.00		
	12/31/2019	TR NOTE	1.385%	INSIGHT	U.S.	1,000,000.00	1,007,226.56	1,004,610.00		
	12/31/2019	TR NOTE	1.377%	INSIGHT	U.S.	1,000,000.00	1,008,787.77	1,004,610.00		
2020	1/21/2020	AGENCY	1.084%	INSIGHT	FNMA	1,500,000.00	1,526,535.00	1,502,760.00	8,479,160.00	14.69%
	3/27/2020	AGENCY	1.010%	INSIGHT	FNMA	2,000,000.00	2,044,860.00	2,000,500.00		
	3/31/2020	TR NOTE	1.448%	INSIGHT	U.S.	1,000,000.00	997,773.44	995,660.00		
	5/8/2020	AGENCY	1.166%	INSIGHT	FHLMC	2,000,000.00	2,026,400.00	1,996,860.00		
	11/30/2020	AGENCY	1.224%	INSIGHT	FNMA	2,000,000.00	2,021,902.00	1,983,380.00		
			1.095%			57,899,473.58	58,066,336.40	57,731,542.59	57,731,542.59	79.25%



POOLS	\$4,474,473.58	7.75%
COM'L PAPER	\$1,999,689.76	3.46%
CD'S	\$0.00	0.00%
TR NOTES	\$17,513,145.00	30.34%
AGENCIES	\$32,243,079.25	55.85%
MUNI	\$1,501,155.00	2.60%
TOTAL	\$57,731,542.59	100.00%

COMPARATIVE RETURNS			
	City Portfolio	1-Yr TR	2-Yr TR
Current Month	1.10%	1.08%	1.32%
Previous Month	1.04%	0.72%	1.08%
1 Year Ago	0.81%	0.72%	0.84%

AVERAGE MATURITY (YEARS): 1.30



* INSIGHT: \$53,257,069.01 92.25%
 *ASSIGNED TO CITY: \$4,474,473.58 7.75%
\$57,731,542.59 100.00%



MEMORANDUM

Engineering Dept.

DATE: May 3, 2017

TO: Joseph Valentine, City Manager

FROM: Paul T. O'Meara, City Engineer

SUBJECT: Parking Structure Utilization

One of the tasks of the Advisory Parking Committee is to monitor demand throughout the parking system, and to make adjustments to the operations as needed to ensure that availability to customers and employees is the best it can be, given the resources that are available. To assist in this effort, usage numbers are presented to the committee on a monthly basis. During the first half of 2016, parking demand grew to the point where parking structures were filling to capacity more than what is desirable, making it difficult for visitors attempting to find a place to park during the peak hours of the day (typically noon to 2 PM).

Since that time, adjustments to the operation have been implemented that appear to be helping:

- Monthly permits authorized for sale have been reduced in the Park St. and N. Old Woodward Ave. Structures.
- Rooftop valet services have been operating on Level 5 of the N. Old Woodward Ave. Parking Structure as needed. In addition, similar services are now authorized and ready to be implemented if needed at three of the four remaining parking structures.
- The daily rate has been increased to \$2 per hour up to \$10 maximum, following the off to allow free parking for the first two hours (implemented July 1, 2016).

Demand in the structures declined noticeably after the above noted rate increase was implemented. While there are some days when parking structures are reaching capacity, it is not happening with the frequency seen during the first half of 2016. As a new regular monthly feature, the data being presented to the Advisory Parking Committee will also be included in future City Commission meeting packets. The information provided will feature the following:

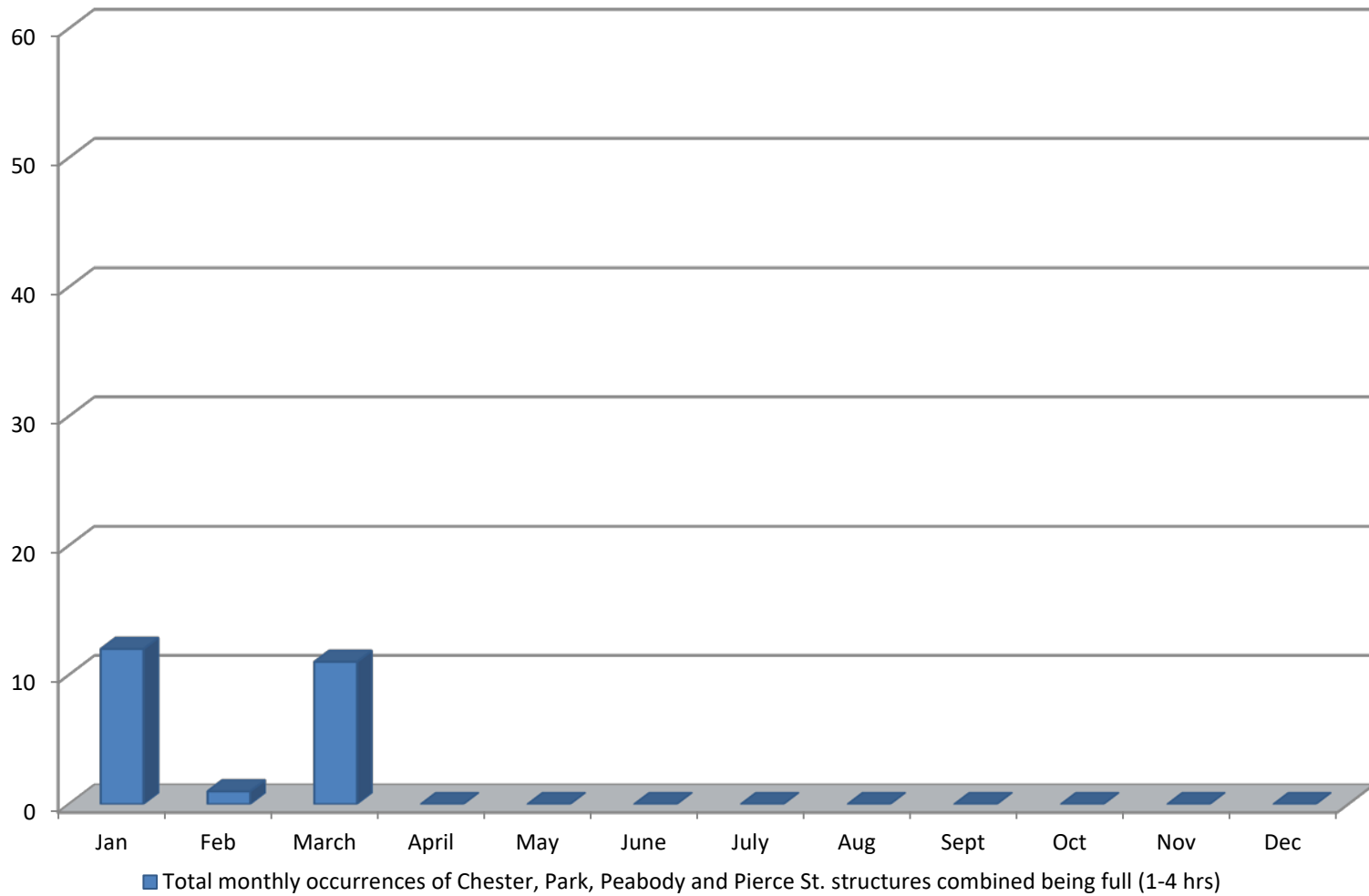
- A bar chart tracking the number of days during which a parking structure was filled to capacity, even for a short while. As shown in the attached chart, out of over 1000 opportunities in a month for this to occur, the actual number is slightly over 10 per month during the months of January and March. Interestingly, for February and April, the instances have been almost nonexistent.
- A bar chart showing where the most demand is by parking structure. While the chart shows 3 instances at the N. Old Woodward Ave. Structure, the structure was still accepting customers on those days. By implementing the rooftop valet service, the structure has remained open to customers continually since July of last year.
- The third bar chart is further detail showing how the rooftop valet is being used at the N. Old Woodward Ave. Structure.

- Calendars displaying specific daily activity at each structure is provided for the month of April, through April 26. Since there were no instances of parking structures filling to capacity, all five calendars are essentially blank.

SP+ has been instructed to keep a close eye on this issue as the historically busy month of May is now here. Rooftop valet operations will be implemented if demand increases to the point where this can be justified.

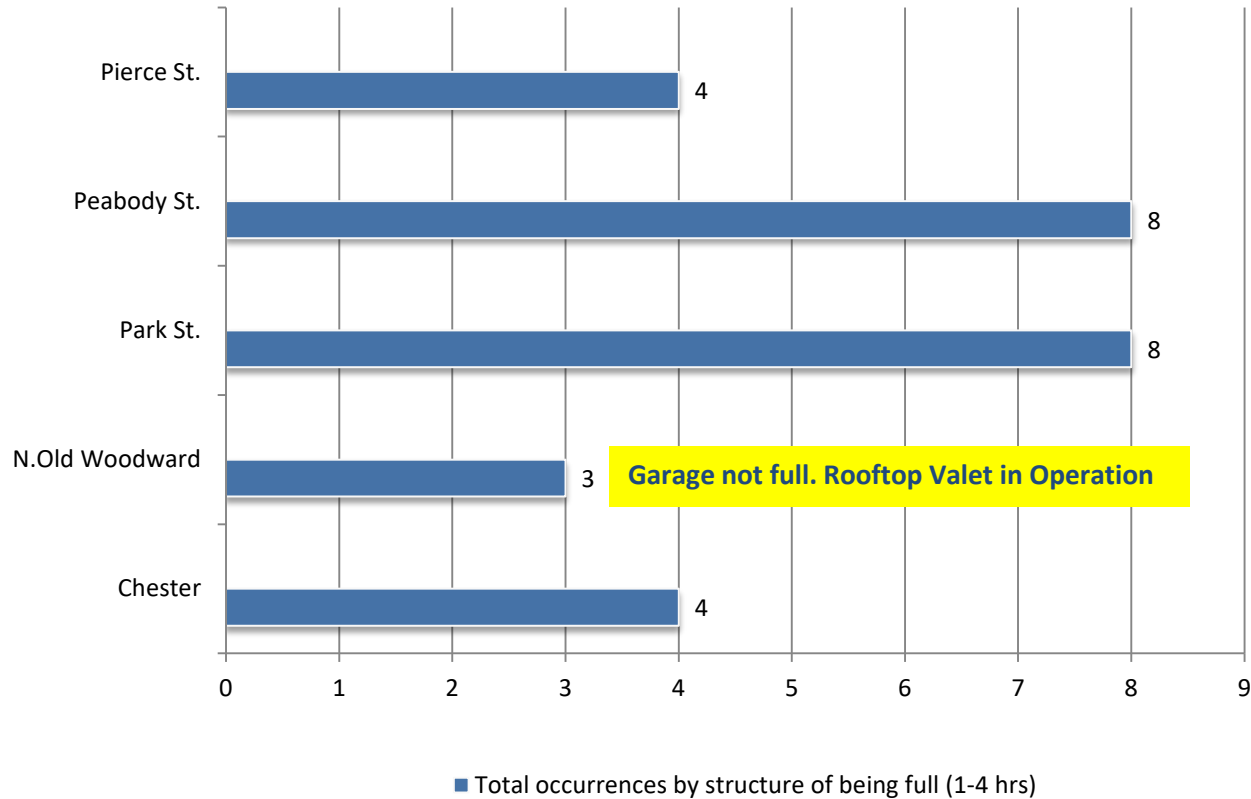
2017 All Parking Structure Full Status

Number of business days/year - 251 x 4 structures = 1004

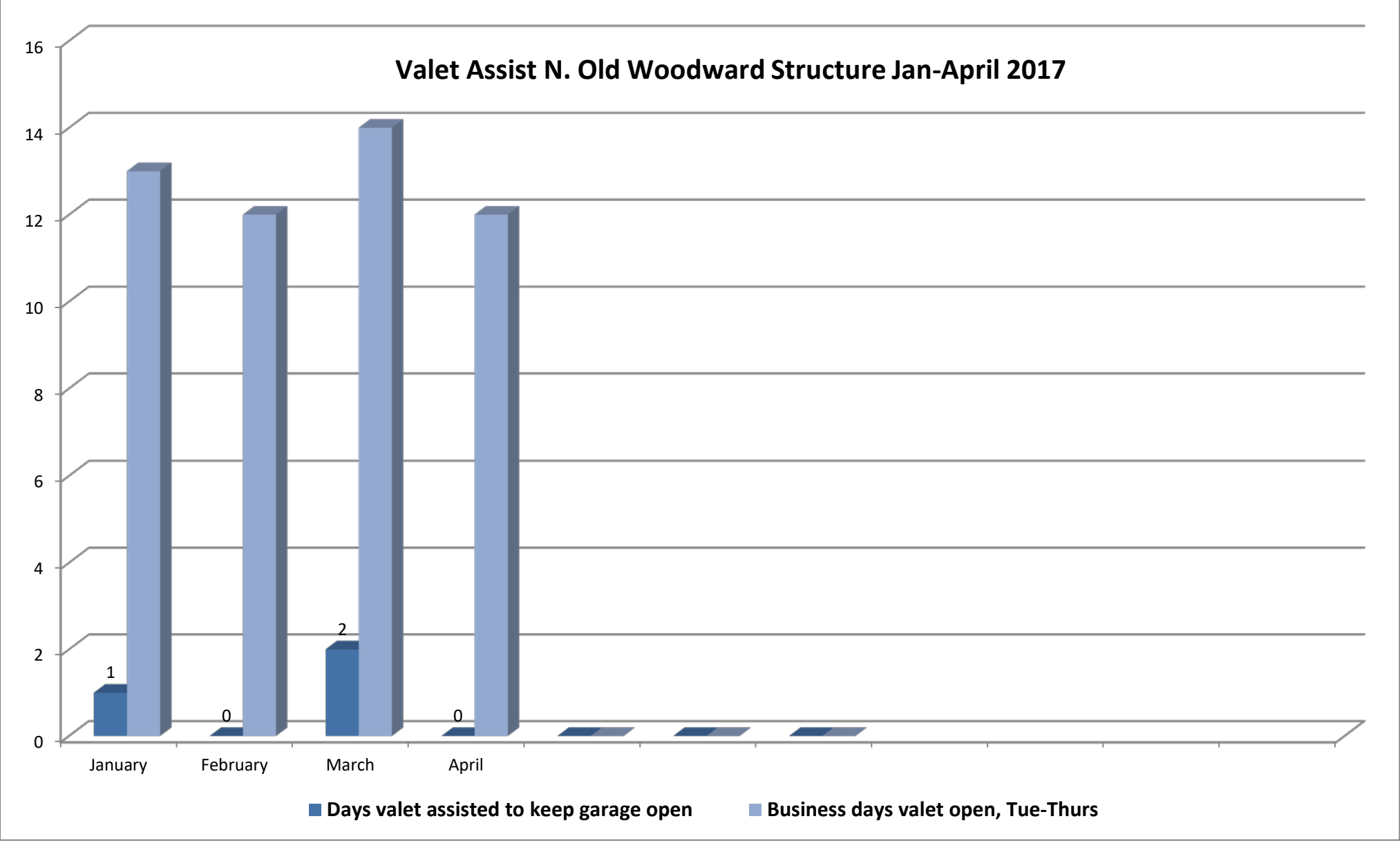


Parking Full Status by Structure

Jan-April 2017 Business Days Only (M-Friday)



Total occurrences in 4-month period (Jan-April 2017) or a total of 120 days



APRIL 2017

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
###		Notes: Garage has not filled as of 4/27/17				

APRIL 2017

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30		Notes: Garage has not filled as of 4/26/17				

APRIL 2017

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30		Notes: Garage has not filled as of 4/26/17				

APRIL 2017

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
###		Notes: Garage has not filled as of 4/26/17.				

N. Old Woodward Garage

Valet Counts

April 2017

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3 Valet closed	4 Garage not filled.	5 Garage not filled.	6 Garage not filled.	7 Valet closed	8
9	10 Valet closed	11 Garage not filled.	12 Garage not filled.	13 Garage not filled.	14 Valet closed	15
16	17 Valet closed	18 Garage not filled.	19 Garage not filled.	20 Garage not filled.	21 Valet closed	22
23	24 Valet closed	25 Garage not filled.	26 Garage not filled.	27	28	29
30		Notes:				

May 3, 2017

Mr. Joseph A. Valentine
City of Birmingham
151 Martin Street, P.O. Box 3001
Birmingham, MI 48012

Re: Invisible Fences

Dear Mr. Valentine:

This letter is in response to an inquiry from the City Commission regarding the appropriateness of posting a sign alerting the public to the fact that an invisible fence is in use with respect to a pet that is wandering the front yard of a residence.

In response to this request, I first reviewed the Birmingham City ordinances regarding invisible fences. At the present time, we have no specific ordinance that involves invisible fences respecting pets. However, the ordinance does provide as follows:

“Reasonable control means when a dog is on a leash, in an enclosed vehicle or container, or with the owner, or some member of the owner's family, or some other person with the permission of the owner, provided such dog is amenable to orders and commands of the person in charge thereof.” (Section 18-1)

“It shall be unlawful for any owner of any dog to permit the dog to go beyond the premises of such owner unless restrained by a chain or leash and under the reasonable control of some person.” (Section 18-33)

I have also reviewed ordinances in other communities regarding animal control and invisible fences. The following is a sampling of what I have found:

“(18) Fence: A structure of wire, wood, stone or other materials, including invisible fencing, which is of sufficient height and strength to act as a barrier against the passage of the animal it is intended to enclose.

A fence does not include an ‘invisible fence’ if the fence is:

- a) Turned off or the animal is not wearing a properly operating signaling device;
- b) Ineffective for any animal that has learned it can cross the fence line;
- c) Intended to be a means of keeping people or animals out of an enclosed area; or
- d) Buried in or adjacent to the county right of way.

- e) An invisible fence is not an acceptable means of control for an animal that is classified as vicious, dangerous, potentially dangerous, or is in estrus/heat.”

(Douglas County Board of Commissioners)

A summary from the Overland Park Kansas states its fence ordinance is as follows:

“The city has an electronic fence collar ordinance to protect walkers and joggers.

Any resident confining a dog with an electronic fence or an electronic collar must clearly post a sign on the property, indicating the use of such device.

Additionally,

- Dogs are prohibited from being confined by an electronic fence collar in the front yard.
- Dogs confined to residential properties by an electronic fence collar are not allowed to be closer than 10 feet to any public sidewalk or property line.

An electronic fence is **not** considered a proper restraining device.

Penalties for violating the ordinance are \$100, first offense; \$200, second offense; and court, third offense.”

Paulding County, Georgia Animal Control Ordinance states:

“*Under control* means any animal shall be considered under control if it is on the property and/or premises of its owner, or is secured by a leash, chain, or lead of sufficient strength to prevent it from escaping from its owner when away from the premises of the owner. An animal may be considered under control if the owner is accompanying the animal and has voice, whistle or other control over such animal and such animal is trained to respond to such voice, whistle or other control. The burden of proving that an animal is trained to respond to voice, whistle or other control remains with the owner of such animal and a rebuttable presumption exists that an animal which is not confined to the premises of its

Beier Howlett

Mr. Joseph A. Valentine, City Manager
May 3, 2017
Page 3

owner without being secured by a chain, leash or lead of sufficient strength or fence to prevent it from escaping is not under control of its owner.”

A synopsis of the Florissant City Council regarding animal ordinances discussed in a public work session states:

“Public Works director Lou Jearls said that enforcement of making sure ‘animals at large’ could be problematic as employees could have a hard time noticing whether a dog has an invisible fence. In addition, he said that there’s no way to test or check in the field if an invisible fence was or wasn’t working if a dog is found to be ‘at large’.”

Having reviewed numerous ordinances, many are repetitive of the above. The problems with invisible fences are numerous, and include, but are not limited to the following:

1. The fence must be turned on in order to be effective.
2. The dog collar must have a proper battery in it in order to be effective.
3. Many dogs are able to break through an invisible fence.
4. Signage, though may be helpful, will not prevent a dog from breaking through a fence or stop it if the fence is inoperable.
5. It may also give the pedestrian a false sense of security with the sense that it is, in fact, effective, when it is not.

It appears that most communities do not consider invisible fencing to be effective means of controlling one’s pet. The fact that one is required to post a sign that they have an invisible fence, does not resolve the issue of the control of their animal. In addition, it would be an enforcement nightmare with respect to the failure to have signage, as how would one know that you have an invisible fence or not, and if there was an invisible fence, that it was operative. At the present time, it is our purpose to bring this matter back to Commission for further discussion as to what ordinances the Commission believes would be effective, if any at all.

If you have any questions, please do not hesitate to contact me.

Very truly yours,

BEIER HOWLETT, P.C.

Timothy J. Currier
Birmingham City Attorney

TJC/jc

STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

NOTICE OF HEARING
FOR THE ELECTRIC AND NATURAL GAS CUSTOMERS OF
CONSUMERS ENERGY COMPANY
CASE NO. U-17771

RECEIVED BY

APR 28 2017

CITY CLERK'S OFFICE
CITY OF BIRMINGHAM

- Consumers Energy Company requests that the Michigan Public Service Commission, on the Commission's own motion, evaluate the regulatory review, revisions, determinations, and/or approvals necessary for Consumers Energy Company to fully comply with Public Act 295 of 2008 and Public Act 342 of 2016 (2016-2017 Energy Optimization Plan)
- 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 will be held:

DATE/TIME: Thursday, May 11, 2017 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 **Mark D. Eyster**

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) March 13, 2017 amended application, which seeks Commission's approval to: 1) determine that the Company's amended 2017 Energy Waste Reduction Plan is reasonable and prudent, and that it meets all applicable requirements of 2016 Public Act 342; 2) approve the requested Amended 2017 Energy Waste Reduction Plan natural gas and electric surcharges; 3) approve the requested accounting authority and approve the authority to roll-forward any unspent funds in 2017 into future approved Energy Waste Reduction plans; 4) approve the issuance of the tariff sheets; and 5) other 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 May 4, 2017. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon Consumers Energy's Legal Department - Regulatory Group, One Energy Plaza, Jackson, Michigan 49201.

Any person wishing to appear at the hearing to make a statement of position without becoming a party to the case may participate by filing an appearance. To file an appearance, the individual must attend the hearing and advise the presiding administrative law judge of his or her wish to make a statement of position. All information submitted to the Commission in this matter becomes public information, thus available on the Michigan Public Service Commission's website, and subject to disclosure. Please do not include information you wish to remain private.

Requests for adjournment must be made pursuant to the Michigan Administrative Hearing System's Administrative Hearing Rules R 792.10422 and R 792.10432. Requests for further information on adjournment should be directed to (517) 284-8130.

A copy of Consumers Energy's 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 106, as amended, MCL 460.551 et seq.; 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-18251**

DTE Electric Company requests Michigan Public Service Commission approval for reconciliation of its Transitional Reconciliation Mechanism associated with the disposition of the city of Detroit public lighting system for the period of January 1, 2016 through December 31, 2016.

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, May 16, 2017, 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) March 28, 2017 application 1) for approval of the reconciliation of its net revenue requirement plus carrying charges and under-recoveries for Case Nos. U-17761 and U-18005 (or total 2016 Transitional Reconciliation Mechanism (TRM) under-recovery balance) in the amount of \$30,553,650; 2) for a final order authorizing a TRM surcharge of \$0.002724/kwh to be applicable to all customers on a bills rendered basis from October 1, 2017 through December 31, 2017, or a similar surcharge using a service area sales forecast that is aligned with a three-month period; and 3) additional relief.

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 May 9, 2017. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon DTE Electric's attorney, Mr. David S. Maquera, One Energy Plaza, Detroit, Michigan 48226-1279.

INFORMATION ONLY

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/mpscdockets, and at the office of DTE Electric Company. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

Jurisdiction is pursuant to 1909 PA 106, as amended, MCL 460.551 et seq.; 1919 PA 419, as amended, MCL 460.54 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; and the Michigan Administrative Hearing System's Administrative Hearing Rules, 2015 AC, R 792.10401 et seq.

April 18, 2017

**STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION
NOTICE OF HEARING
FOR THE ELECTRIC CUSTOMERS OF DTE
ELECTRIC COMPANY
CASE NO. U-18255**

- DTE Electric Company requests Michigan Public Service Commission approval to increase its rates, and amend its rate schedules and rules governing the distribution and supply of electric energy, and for miscellaneous accounting authority

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: **Thursday, May 18, 2017, 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 **Mark D. Eyster**

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) April 19, 2017 application requesting 1) an order to determine the just and reasonable rates, effective as early as November 2017, which will provide a reasonable opportunity to recover its costs of operation, including a reasonable rate of return, in the projected test year and beyond; 2) approval of an additional annual revenue increase effective as soon as possible in the projected test year; 3) approval of DTE Electric's proposed capital structure and return on equity; 4) approval of new rates effective as early as November 2017; 4) approval of the PSCR base as requested by DTE Electric; 5) approval of the proposals to implement certain customer rate schedules and tariffs; 6) approval of the recovery of DTE Electric's environmental and generation investments; 7) approval of the recovery of the Company's investments related to the strengthening of the Company's distribution system and reliability improvements; 8) approval of a capacity charge based on the methodology established in Case No. U-18248 and the capacity-related costs approved in this proceeding; 9) any accounting authority associated with this application not already the subject of any other application filed; 10) an interim order concerning Customer 360 accounting no later than January 31, 2018 consistent with the procedures set forth in paragraph 21 or as otherwise lawful and appropriate; and 11) other relief.

INFORMATION

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 May 11, 2017. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon DTE Electric's attorney, Jon P. Christinidis, 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.; and the Michigan Administrative Hearing System's Administrative Hearing Rules, 2015 AC, R 792.10401 et seq.

April 20, 2017

Birmingham, Michigan

Full Rating Report

Ratings

Long-Term Issuer Default Rating AAA

Outstanding Debt

Unlimited Tax General Obligation Bonds AAA

Rating Outlook

Stable

Analytical Conclusion

The 'AAA' IDR and ULTGO ratings are based on Fitch's view of the city's ample ability to raise revenues, solid prospects for revenue growth, solid expenditure flexibility, manageable labor contracts, low long-term liability burden, and ability to maintain financial flexibility through economic cycles.

Key Rating Drivers

Economic Resource Base: Birmingham is an affluent community located in Oakland County, 20 miles north of Detroit. The city has experienced a prolonged period of steady growth, with the population increasing about 7% over the past 10 years to 20,857.

Revenue Framework: 'aa' factor assessment. Revenue growth is solid and the city maintains ample independent revenue-raising ability within its Headlee Amendment limitation relative to the potential for revenue volatility in a moderate economic downturn.

Expenditure Framework: 'aa' factor assessment. The natural pace of expenditure growth is in line with to marginally above expected revenue growth, and expenditure flexibility is solid.

Long-Term Liability Burden: 'aaa' factor assessment. The long-term liability burden is low when compared to the economic base.

Operating Performance: 'aaa' factor assessment. The city has exceptionally strong gap-closing ability and is expected to rapidly rebuild financial flexibility if faced with an economic downturn.

Rating Sensitivities

Expenditure Management: Failure to maintain strong fiscal management of expenditures may reduce budgetary flexibility and could result in a rating downgrade.

Credit Profile

Birmingham is suburban and residential in nature. The city has an expanding downtown area and management reports new retail and restaurant additions, which are attributed to continued population growth. The city's wealth levels are high, with estimated per capital personal income equal to more than double the state and national rates. Unemployment data is not available for the city given its small size.

Taxable assessed value (TAV) began recovering from the great recession in 2012 and has experienced annual increases since this time. TAV grew by an approximate 6% in 2016 and management projects continued growth in 2017 (5%), 2018 (4%), and 2019 (3.5%). The affluence of city residents and property values are reflected in a high market value per capita of nearly \$240,000.

Analysts

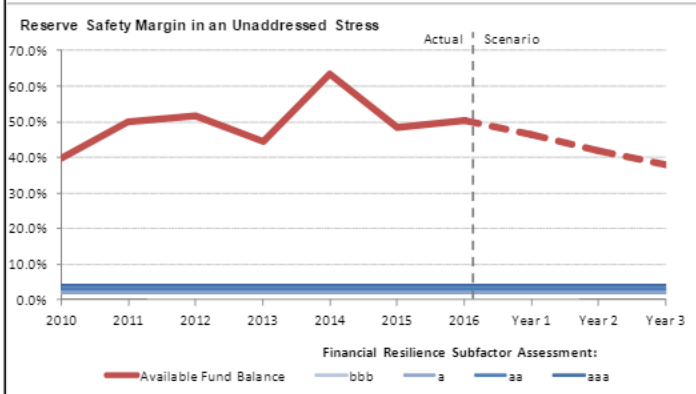
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Birmingham (MI)

Scenario Analysis

v. 1.10 2016/06/22



Analyst Interpretation of Scenario Results:

Birmingham has exceptionally strong gap-closing ability and has maintained a high level of financial flexibility through periods of economic pressure. This is evidenced by low revenue volatility combined with solid revenue and expenditure growth, which have allowed for the city to maintain ample reserves commensurate with an 'aaa' subfactor assessment through the great recession.

Scenario Parameters:

	Year 1	Year 2	Year 3
GDP Assumption (% Change)	(1.0%)	0.5%	2.0%
Expenditure Assumption (% Change)	2.0%	2.0%	2.0%
Revenue Output (% Change)	(2.0%)	1.0%	3.0%
Inherent Budget Flexibility	Superior		

Revenues, Expenditures, and Fund Balance	Actuals							Scenario Output		
	2010	2011	2012	2013	2014	2015	2016	Year 1	Year 2	Year 3
Total Revenues	26,467	26,058	25,816	26,520	30,503	31,927	32,350	31,703	32,020	32,980
% Change in Revenues	-	(1.5%)	(0.9%)	2.7%	15.0%	4.7%	1.3%	(2.0%)	1.0%	3.0%
Total Expenditures	21,633	20,630	20,839	23,575	29,524	32,848	30,636	31,249	31,874	32,511
% Change in Expenditures	-	(4.6%)	1.0%	13.1%	25.2%	11.3%	(6.7%)	2.0%	2.0%	2.0%
Transfers In and Other Sources	164	20	77	-	-	-	-	-	-	-
Transfers Out and Other Uses	5,067	3,866	4,839	3,965	280	1,044	1,372	1,399	1,427	1,456
Net Transfers	(4,903)	(3,846)	(4,762)	(3,965)	(280)	(1,044)	(1,372)	(1,399)	(1,427)	(1,456)
Bond Proceeds and Other One-Time Uses	-	-	-	-	-	-	-	-	-	-
Net Operating Surplus(+)/Deficit(-) After Transfers	(69)	1,582	215	(1,020)	699	(1,965)	342	(945)	(1,281)	(986)
Net Operating Surplus(+)/Deficit(-) (% of Expend. and Transfers Out)	(0.3%)	6.5%	0.8%	(3.7%)	2.3%	(5.8%)	1.1%	(2.9%)	(3.8%)	(2.9%)
Unrestricted/Unreserved Fund Balance (General Fund)	10,616	12,285	13,285	12,261	18,872	16,400	16,138	15,193	13,912	12,926
Other Available Funds (Analyst Input)	-	-	-	-	-	-	-	-	-	-
Combined Available Funds Balance (GF + Analyst Input)	10,616	12,285	13,285	12,261	18,872	16,400	16,138	15,193	13,912	12,926
Combined Available Fund Bal. (% of Expend. and Transfers Out)	39.8%	50.2%	51.7%	44.5%	63.3%	48.4%	50.4%	46.5%	41.8%	38.1%
Reserve Safety Margins	Inherent Budget Flexibility									
	Minimal	Limited	Midrange	High	Superior					
Reserve Safety Margin (aaa)	32.0%	16.0%	10.0%	6.0%	4.0%					
Reserve Safety Margin (aa)	24.0%	12.0%	8.0%	5.0%	3.0%					
Reserve Safety Margin (a)	16.0%	8.0%	5.0%	3.0%	2.0%					
Reserve Safety Margin (bbb)	6.0%	4.0%	3.0%	2.0%	2.0%					

Notes: Scenario analysis represents an unaddressed stress on issuer finances. Fitch's downturn scenario assumes a -1.0% GDP decline in the first year, followed by 0.5% and 2.0% GDP growth in Years 2 and 3, respectively. Expenditures are assumed to grow at a 2.0% rate of inflation. Inherent budget flexibility is the analyst's assessment of the issuer's ability to deal with fiscal stress through tax and spending policy choices, and determines the multiples used to calculate the reserve safety margin. For further details, please see Fitch's US Tax-Supported Rating Criteria.

Rating History (IDR)

Rating	Action	Outlook/ Watch	Date
AAA	Affirmed	Stable	2/23/17
AAA	Affirmed	Stable	11/11/04
AAA	Assigned	—	11/13/02

Revenue Framework

The city is reliant primarily on property tax receipts, which comprised 63% of fiscal 2016 general fund revenue. Other revenues include state-shared revenue, permit revenue, and charges for services, each accounting for roughly 9%–12% of general fund revenues.

Growth prospects for revenues are solid, absent revenue-raising measures, with the historical 10-year compound annual growth rate (CAGR) exceeding the rate of inflation. Fitch believes that future revenue growth will remain consistent with this trend. Revenue gains are capped by Michigan's Headlee Amendment, which limits growth in the property tax levy to the rate of inflation plus new construction. The city expects state shared revenues to remain flat and for permit activity to see a modest decline in 2017, followed by approximately 3% to 4% increases in 2018 and 2019 due to new developments added to the tax base.

Fitch believes Birmingham has a high capacity to legally raise revenues without requiring external approvals. The city currently levies property taxes below their Headlee limitation equivalent to an additional 0.94 mills, or approximately \$1.8 million (about 6% of general fund revenues). Management also maintains the ability to institute a 1% administrative fee on property tax, which would generate \$989,000, or 3% of general fund revenues.

Expenditure Framework

The city's expenditures are driven by public safety and public works, equal to 40% and 22% of general fund expenditures, respectively.

The natural pace of expenditure growth is expected to be marginally above or in line with solid revenue growth. Management expects spending increases to be primarily driven by wage growth.

Birmingham has solid expenditure flexibility. Carrying costs for pension, other post-employment benefits (OPEB), and debt service are equal to approximately 20% of governmental expenditures. Half of the carrying cost burden is related to OPEB, for which the city makes the full actuarially based payment.

Management has identified several areas where cost savings may be actualized. This includes the expiration of a 0.31 operating mill transfer to the library for capital improvements and through the elimination of various pay-go infrastructure projects, equal to about 5% of general fund expenditures. The city has strong legal control over head count and maintains some flexibility to adjust staffing. Birmingham's five bargaining units are all under contract, opening in for negotiation on a rolling basis from 2017–2020. Negotiations are expected to include manageable salary increases and will not include changes to benefits. Management has opted to close self-administered defined benefit pension and OPEB benefits to new employees.

Long-Term Liability Burden

The city has a low long-term liability burden with debt plus Fitch-adjusted net pension liabilities totaling about 5.7% of personal income. Overall debt is equal to about 90% of the liability. Fitch expects the city's direct debt to remain low as there are no new debt plans in the near term and existing debt is amortized rapidly with approximately 93% retired within the next 10 years. The city has plans for pay-go capital investments, including the construction of a new fire station and library renovations.

Pension and OPEB are provided through a self-administered defined benefit plan, The City of Birmingham Employees' Retirement System (BERS). The plan reported an assets-to-liabilities ratio of approximately 85%, assuming a 7% rate of return, as of June 30, 2016.

Related Research

[Fitch Affirms Birmingham, MI's GOs at 'AAA'; Outlook Stable](#) (February 2017)

Related Criteria

[U.S. Tax-Supported Rating Criteria](#) (April 2016)

Operating Performance

Birmingham has exceptionally strong gap-closing ability and has maintained a high level of financial flexibility through periods of economic pressure. For details, see Scenario Analysis, page 2.

Budget management at times of economic recovery is strong. Management routinely takes action to maintain high levels of financial flexibility and is able to rapidly rebuild reserves when needed with no material deferral of required spending. These efforts include past pre-funding of OPEB liabilities, maintenance of staffing at recessionary levels, and willingness to modify pay-go capital improvement plans as needed. Fitch believes that management will continue implementing practices that support superior inherent budget flexibility.

The ratings above were solicited by, or on behalf of, the issuer, and therefore, Fitch has been compensated for the provision of the ratings.

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April 24, 2017

Laura Broski
City of Birmingham
151 Martin St.
Birmingham, MI 48009-3368

Dear Laura,

At WOW!, we work hard to ensure that our customers receive Internet, cable and phone services at a fair and competitive price by carefully managing our business costs.

Unfortunately, we are limited in our ability to directly control some of our costs, most notably the license fees we pay to the cable and broadcast networks. The cost for cable and broadcast networks continue to rapidly increase every year.

To help keep pace with these costs, our rates will be adjusted with the June 1, 2017 billing cycle.

Residential Customers

- The majority of our bundled residential customers will experience a monthly increase of: \$6.75-\$10.20.
- Customers with cable services a la carte will receive a monthly increase listed below based on the level of service they subscribe to:

Small/Limited Cable:	\$6.75
Medium/Basic Cable:	\$9.20
Digital TV Basic Cable:	\$9.20
Large/Signature Cable:	\$10.20
Digital TV Signature Cable:	\$10.20
Senior Medium/Basic Cable:	\$8.28
- Customers who subscribe to cable will receive a Broadcast TV Fee monthly increase of \$1.55.

Business Customers

- Customers with cable services will receive a monthly increase listed below based on the level of service they subscribe to:

Limited Cable:	\$6.75
Basic Cable:	\$9.20
Digital Service:	\$1.00
- Customers who subscribe to cable will receive a Broadcast TV Fee monthly increase of \$1.55.

All customers will receive a notice based on their current level of service. Samples of the letters are enclosed.

Thank you for your continued support and cooperation. If you have any questions, please contact me at 248-677-9080.

Sincerely,

Terrell Priester
Everyone's Friend, Family Focused, Sports Fan
System Manager of WOW! Southeast Michigan
WOW! Internet, Cable and Phone

Enclosures

INFORMATION ONLY

0453

IMPORTANT INFORMATION

About Your WOW! Bill

Dear Valued Customer,

We appreciate the opportunity to serve you every day. At WOW! we are committed to bring you the most advanced services, combined with outstanding customer support. We work hard to manage our costs to keep your Internet, cable TV, and phone services affordable.

Unfortunately we are limited in our ability to directly control some of our costs. Most notably the programming license fees we pay to the cable, broadcast, and sports channel networks that provide the content you receive as part of your cable channel lineup. These programming and license fees represent the largest cost in our business and are growing at an alarming rate - faster than WOW! and other cable TV companies can absorb each year.

The new rates are all listed below for your reference. Please note that some services may be listed that are not part of your WOW! subscription, as this message is intended to provide information for all WOW! customers. Your bill next month will reflect only the price adjustments for those services you subscribe.

CABLE SERVICE	Monthly Price Increase
WOW! Small/Limited Cable	\$6.75
WOW! Medium/Basic Cable	\$9.20
WOW! Digital TV Basic Cable	\$9.20
WOW! Large Cable	\$10.20
WOW! Digital TV Signature Cable	\$10.20
WOW! Broadcast TV Fee	\$1.55

We continue to negotiate on your behalf for reasonable cable and broadcast network rates and do our best to minimize our price adjustments despite these cost increases. For more information on the cost of cable programming, please visit www.wowway.com/aboutprogramming.

We are very grateful to be your Internet, cable and phone provider, and we'll keep working to earn the privilege of serving you. If you have questions about our services or this notice, you can call us toll-free at 1-800-491-1419. Thank you for choosing WOW!.

Sincerely,



Steven Cochran
Family Guy, Sports Fan, Person of Faith
CEO/President
WOW! Internet, Cable and Phone



It's that kind of experience.

www.wowway.com

Pricing for WOW! Services excludes taxes, fees (such as applicable franchise, PEG and right-of-way access fees, the Subscriber Line Charge and Network Line Fee), the Broadcast TV Fee, Sports Surcharge, government program related fees (such as applicable 911 fees, and USF and TRS charges), additional equipment, installation and service call charges, and usage-based charges. © 2017 WideOpenWest Finance, LLC.

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IMPORTANT INFORMATION

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Dear Valued Customer,

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CABLE SERVICE	Monthly Price Increase
WOW! Small/Limited Cable	\$6.75
WOW! Broadcast TV Fee	\$1.55

Please be assured that you will continue to receive your promotional discount. This discount will continue to appear on your statement per its original terms.

We continue to negotiate on your behalf for reasonable cable and broadcast network rates and do our best to minimize our price adjustments despite these cost increases. For more information on the cost of cable programming, please visit www.wowway.com/aboutprogramming.

We are very grateful to be your Internet, cable and phone provider, and we'll keep working to earn the privilege of serving you. If you have questions about our services or this notice, you can call us toll-free at 1-800-491-1419. Thank you for choosing WOW!.

Sincerely,



Steven Cochran
Family Guy, Sports Fan, Person of Faith
CEO/President
WOW! Internet, Cable and Phone



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CABLE SERVICE	Monthly Price Increase
WOW! Senior Medium/Basic Cable	\$8.28
WOW! Broadcast TV Fee	\$1.55

We continue to negotiate on your behalf for reasonable cable and broadcast network rates and do our best to minimize our price adjustments despite these cost increases. For more information on the cost of cable programming, please visit www.wowway.com/aboutprogramming.

We are very grateful to be your Internet, cable and phone provider, and we'll keep working to earn the privilege of serving you. If you have questions about our services or this notice, you can call us toll-free at 1-800-491-1419. Thank you for choosing WOW!.

Sincerely,



Steven Cochran
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wowway.com

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As a result, the price for your bundled WOW! services including cable will increase. Additionally, the Broadcast TV Fee will also increase. These new rates are listed below for your reference. Please note that some services may be listed that are not part of your WOW! subscription, as this message is intended to provide information for all WOW! customers. Your bill next month will reflect only the price adjustments for those services you subscribe.

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WOW! Small/Limited Cable	\$6.75
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WOW! Digital TV Basic Cable	\$9.20
WOW! Large Cable	\$10.20
WOW! Digital TV Signature Cable	\$10.20
WOW! Broadcast TV Fee	\$1.55

We continue to negotiate on your behalf for reasonable cable and broadcast network rates and do our best to minimize our price adjustments despite these cost increases. For more information on the cost of cable programming, please visit www.wowway.com/aboutprogramming.

We are very grateful to be your Internet, cable and phone provider, and we'll keep working to earn the privilege of serving you. If you have questions about our services or this notice, you can call us toll-free at 1-800-491-1419. Thank you for choosing WOW!.

Sincerely,



Steven Cochran
Family Guy, Sports Fan, Person of Faith
CEO/President
WOW! Internet, Cable and Phone



It's that kind of experience.

wowway.com

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IMPORTANT INFORMATION ABOUT YOUR WOW! BILL

Dear WOW! Business Customer,

We appreciate the opportunity to serve you every day. At WOW! we are committed to bring you the most advanced services, combined with outstanding customer support. We work hard to manage our costs to keep your Internet, cable TV, and phone services affordable.

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CABLE SERVICE	Monthly Price Increase
WOW! Limited Cable	\$6.75
WOW! Basic Cable	\$9.20
WOW! Digital Service	\$1.00
WOW! Broadcast TV Fee	\$1.55

We continue to negotiate on your behalf for reasonable cable and broadcast network rates and do our best to minimize our price adjustments despite these cost increases. For more information on the cost of cable programming, please visit www.wowway.com/aboutprogramming.

We are very grateful to be your Internet, cable and phone provider, and we'll keep working to earn the privilege of serving you. If you have questions about our services or this notice, you can call us toll-free at 1-877-437-5624. Thank you for choosing WOW!.

Sincerely,

Steven Cochran
Family Guy, Sports Fan, Person of Faith
CEO/President
WOW! Internet, Cable and Phone

Pricing for WOW! Services excludes taxes, fees (such as applicable franchise, PEG and right-of-way access fees), the Network Line Fee/Subscriber Line Charge, the Broadcast TV Fee, Sports Surcharge, government program related fees (such as applicable 911 fees, and USF and TRS charges), additional equipment, installation and service call charges, and usage-based charges. © 2017 WideOpenWest Finance, LLC.

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