



**CITY COMMISSION MEETING AGENDA
JUNE 26, 2017
7:30 PM**



Municipal Building, 151 Martin, Birmingham, MI 48009

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BIRMINGHAM CITY COMMISSION AGENDA
JUNE 26, 2017
MUNICIPAL BUILDING, 151 MARTIN
7:30 P.M.

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Mark Nickita, Mayor

II. ROLL CALL

J. Cherilynn Brown, City Clerk

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

Announcements:

- Proclamation honoring Groves Scriptor Magazine students
- The Summer Concerts are in full swing at Shain Park with concerts on June 28th and July 5th. A special Fourth of July concert has been added to this year's schedule featuring the Jazz Ambassadors of the U.S. Army Field Band. The concerts begin at 7:00 PM. Visit www.bhamgov.org/summerconcerts for the list of performers and the upcoming schedule of concerts.
- City offices and Baldwin Library will be closed Tuesday, July 4th for Independence Day.

Appointments:

- A. Interviews for Retirement Board.
 - 1. Christopher Conti
 - 2. Lawrence Smith (interviewed previously)
- B. To concur with the Mayor's recommendation to appoint _____ to the Retirement Board, as the resident member who is not eligible to participate in the retirement system, to serve a three-year term to expire July 1, 2020.
- 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 June 12, 2017.
- B. Approval of warrant list, including Automated Clearing House payments, of June 14, 2017 in the amount of \$1,948,346.44.
- C. Approval of warrant list, including Automated Clearing House payments, of June 21, 2017 in the amount of \$324,850.26.
- D. Resolution approving the Verizon Access Transmission Services Right-of-Way Metro Act Safe Harbor Application and Safe Harbor Bi-Lateral Permit. (complete resolution in agenda packet)

- E. Resolution approving the purchase of a 4-ton hot box patch trailer from Falcon Asphalt Repair Equipment through the State of Michigan extendable purchasing contract #071B770092 in the amount of \$23,105.69 from account #641- 441.006-971.0100.
- F. Resolution approving Change Order Numbers 1-6 to the Springdale Pavilion Concrete Project, in the amount not to exceed \$108,098.00, to Luigi Ferdinandi & Son Cement Company for a new concrete floor and foundation reconstruction. Further, authorizing the payment amount of \$102,693.10 until final inspection and approval is provided by the Building Department. After which time, the remaining balance of \$5,404.90 will be paid. Funds for this project are available in the Capital Projects Fund account #401-751.001-981.0100.
- G. Resolution authorizing the IT department to purchase the recommended count of Microsoft Office 2016 Standard and Pro Software Licenses from CDWG using the SelectPlus Pricing Agreement. The purchase price not to exceed \$20,575.00. Funds are available in the IT Computer Software fund account # 636-228.000-742.0000.
- H. Resolution accepting the resignation of Mark Coir from the Historic District Study Commission and Design Review Board, thanking him for his service, and directing the Clerk to begin the process of filling the vacancies.
- I. Resolution accepting the resignation of Paul Robertson, Jr. from the Brownfield Redevelopment Committee, thanking him for his service, and directing the Clerk to begin the process to fill the vacancy.
- J. Resolution accepting the resignation of Robert Ziegelman from the Triangle District Corridor Improvement Authority and the Housing Board of Appeals, thanking him for his service, and directing the Clerk to begin the process to fill the vacancies
- K. Resolution authorizing the IT department to purchase the Microsoft Windows server and SQL Licenses from CDWG using the Select Plus Pricing Agreement. The purchase price not to exceed \$25,024.00. Funds are available in the IT Computer Software fund account # 636-228.000-742.0000.
- L. Resolution approving \$19,760 in Municipal Credits and \$25,347 in Community Credits to provide support for NEXT's specialized transportation program; and further directing the Mayor to sign the Municipal Credit and Community Credit contract for fiscal year 2018 on behalf of the City.
- M. Resolution awarding the "Flat Roof Replacement at the Birmingham Ice Sports Arena" project to LaDuke Roofing and Sheet Metal for a total expenditure of \$84,890 and authorizing the Mayor and City Clerk to sign the contract on behalf of the City upon the receipt of all required insurances. Further, approving the appropriations and budget amendments to the fiscal year 2016-2017 Capital Projects Fund and General Fund budgets as follows:

Capital Projects Fund

Revenues:

Transfers In-General Fund	#401-901.001-699.0101	\$24,890
Total Revenue Adjustments		\$24,890

Expenditures:

Ice Arena/Buildings	#401-901.001-977.0000	\$24,890
Total Expenditure Adjustments		\$24,890

General Fund

Revenues:

Draw from Fund Balance	#101-000.000-400.0000	\$24,890
Total Revenue Adjustments		\$24,890

Expenditures:

Transfers Out-Capital

	Projects Fund	#101-999.000-999.4010	\$24,890
	Total Expenditure Adjustments		\$24,890
N.	Resolution approving the purchase of the Rink Seal Pro Cooling Solution from Rink Seal Pro in an amount not to exceed \$12,150.00. Funds are available from the General Fund – Ice Arena account #101-752.000-930.0300.		
O.	Resolution waiving the competitive bidding requirement for the sole source vendor and approving the purchase of six (6) additional security cameras along with an updated hard drive, for a total expenditure not to exceed \$8,004.00. Funds for this purchase are available in the General Fund, Ice Rink Sports Arena, Buildings, account #101-752.000-977.0000.		
P.	Resolution approving the service agreement with Deaf & Hearing Impaired, Inc. in the amount of \$2,400.00 for services described in Attachments A & B of the agreement for fiscal year 2017- 2018, account number 101-215.000-811-0000, providing notice to Deaf & Hearing Impaired, Inc. that this will be the final service contract with the City of Birmingham, and directing the Mayor and City Clerk to sign the agreement on behalf of the City.		
Q.	Resolution approving the service agreement with NEXT in the amount of \$99,810 for services described in Attachment A of the agreement for fiscal year 2017-2018, account number 101-299.000-811.0000, and further directing the Mayor and City Clerk to sign the agreement on behalf of the City.		
R.	Resolution approving the outside agency service agreements for services described in Attachment A of the agreement for fiscal year 2017-18 with Birmingham Bloomfield Community Coalition in the amount of \$3,000, Birmingham Youth Assistance in the amount of \$18,000, Common Ground in the amount of \$1,500 and HAVEN in the amount of \$2,000 from account number 101-301.000-811.0000, further directing the Mayor and City Clerk to sign the agreements on behalf of the city.		
S.	Resolution approving the purchase of uniforms with Contractors Clothing Company for the total amount not to exceed \$9,000 for fiscal year 2017-2018. Funds are available for this purchase in the Public Services - Uniform Allowance account # 101-441.002-743.0000.		
T.	Resolution setting Monday, July 24, 2017 at 7:30 PM for a public hearing to consider ordinance amendments for glazing standards.		
U.	Resolution awarding the Recreation Master Plan Professional Services Agreement to McKenna Associates in the amount not to exceed \$24,500 and authorizing the Mayor and City Clerk to sign the agreement upon receipt of all required insurances. Funds are available in the General Fund – Parks – Other Contractual Services account #101-751.000-811.0000.		

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.

OR

Resolution denying an Amendment to the Special Land Use Permit at 250 N. Old Woodward, Emagine Palladium Theatre and Ironwood Grill and thus deny the proposed name change 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.

- C. Resolution approving the donation of Wind Rapids by Russell Thayer to the City of Birmingham and directing staff to insure this sculpture on the City's existing insurance policy.
- D. Resolution approving the Birmingham City Commission 2018 Meeting Schedule as presented.
- E. Resolution approving the Lower Baldwin Trail Extension project to X-Tier Design and Build Landscape in the amount of \$17,585.00. Further, waiving the normal bidding requirements due to X Tier Design and Build Landscape being the sole source installer of this product. Funds are available in the Parks - Other Contractual Services #101-751.000-811.0000 for these services. Further, authorizing the Mayor and City Clerk to sign the agreement on behalf of the City upon receipt of required insurances and contingent upon the approval of the Maple Road at-grade pedestrian crossing island on Maple Road, just west of Baldwin Road, west of the Bridge.

VI. NEW BUSINESS

- A. Public Hearing to consider confirming the S.A.D. roll #878 – Oak Avenue Water Laterals
 - 1. Resolution confirming and ratifying Special Assessment Roll No. 878, and instructing the City Clerk to endorse said roll, showing the date of confirmation thereof, and to certify said assessment roll to the City Treasurer for collection at or near the time of construction of the improvement. (complete resolution in agenda packet)
- B. Resolution approving the relocation of two metered parking spaces on E. Frank St. west of S. Old Woodward Ave. from the south side to the north side of the street, using an existing area designated as a loading zone, and further approving the extension of green space on the south side of Frank St. across the entire property now known as 420 E. Frank St., to be completed at developer expense, as a part of the final site plan approval.
- C. Resolution concurring with the Advisory Parking Committee, and directing staff to restrict all future Parking Lot 6 area monthly permit sales to employees working at businesses located north of the intersection of N. Old Woodward Ave. and Euclid Ave., and further, allowing current Lot 6 area permit holders located south of Euclid Ave. to purchase a monthly permit in the parking structure of their choice.
- D. Resolution concurring with the Advisory Parking Committee to make the following adjustments to the number of accessible parking spaces in parking structures, to better meet both the requirements of the Americans with Disabilities Act as well as current demand trends, as noted:
 - Pierce St. Structure – Remove 4 accessible spaces.
 - Park St. Structure – Add 2 accessible spaces.
 - Peabody St. Structure – Add 2 accessible spaces.
 - N. Old Woodward Ave. Structure – Remove 6 accessible spaces.
- E. Resolution authorizing the Mayor to sign the Memorandum of Understanding with the Oakland County Water Resources Commissioner pertaining to the Quarton Rd. Pump Station located at 1371 Quarton Rd., authorizing the renovation of the facility to their

standards, with the intention of the County taking ownership and responsibility for it upon completion, through a subsequent Bill of Sale.

- F. Resolution approving the award of the Adams Bridge Painting Project to Cross Renovation, Inc. in an amount not to exceed \$18,777.00. Funds are available from the Parks - Other Contractual Services account #101-751.000-811.0000 for these services. Further, authorizing the Mayor and City Clerk to sign the agreement on behalf of the City upon receipt of required insurances.

OR

Resolution approving the award of the Adams Bridge Painting Project to Cross Renovation, Inc. in an amount not to exceed \$38,777.00 for painting and the anti-graffiti coating. Funds are available from the Parks - Other Contractual Services account #101-751.000-811.0000 for these services. Further, authorizing the Mayor and City Clerk to sign the agreement on behalf of the City upon receipt of required insurances.

- G. Resolution amending the Schedule of Fees, Charges, Bonds and Insurance, Water and Sewer Service Sections, for changes in water, sewer, storm water, industrial surcharge, and industrial waste control charge rates effective for bills with read dates on or after July 1, 2017; and further approving the appropriations and amendments to the 2017-2018 Sewage Disposal Fund budget as follows:

Sewage Disposal Fund

Revenues:

Charges for Services	\$184,000
Total Revenues	\$184,000

Expenses:

Other Charges	\$184,000
Total Expenses	\$184,000

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

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

VII. REMOVED FROM CONSENT AGENDA

VIII. COMMUNICATIONS

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

X. REPORTS

- A. Commissioner Reports
1. Notice of Intent to Appoint to the Brownfield Redevelopment Authority, Design Review Board, Historic District Commission, Housing Board of Appeals and the Triangle District Corridor Improvement Authority on August 14, 2017.
- B. Commissioner Comments
- C. Advisory Boards, Committees, Commissions' Reports and Agendas
- D. Legislation
- E. City Staff
1. Quarton Lake updates, submitted by DPS Director Wood

2. MDOT Construction Update for Woodward Ave., Quarton Rd. to 14 Mile Rd., submitted by Engineer O'Meara
3. Oak Street (west of Chesterfield) Sanitary Sewer report, submitted by Engineer O'Meara

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).

Proclamation

- WHEREAS,** *The Scriptor* is the official student-run newsmagazine of Wylie E. Groves High School; and
- WHEREAS,** *The Scriptor* was the winner of the 2016 American Scholastic Press Association (ASPA) First Place with Special Merit Award, Best Overall High School Magazine Award, First Place for Investigative Feature, and 21 Michigan Interscholastic Press Association (MIPA); and
- WHEREAS,** For the second year in a row in 2017, the American Scholastic Press Association (ASPA) awarded *The Scriptor* three first place awards in their national competition: National First Place for Newsmagazine, National First Place for Investigative Reporting, and a National First Place for Sports Photography; and
- WHEREAS,** Each year, ASPA's panel of journalists and editors rank student newsmagazines from colleges and high schools from across the country based on the following criteria: coverage, ethics, research and writing, page design, general plan, art/photography, business acumen, creativity, editing, and community leadership, and *The Scriptor* scored in the highest to earn the first place awards; and
- WHEREAS,** In this year's congratulations letter, the ASPA judges wrote, "*The Scriptor* is an excellent publication, which deserves first place...Your magazine shows the superior efforts of talented and creative writers, artist, photographers, layout/graphic designers, staff members and adviser."; and
- WHEREAS,** Two students on staff earned First Place in the state for Division 2, and 11 total students earned an individual statewide award; and
- THEREFORE,** With sincere appreciation, I wish to recognize and congratulate the following students for their awards: Alex Johnson, Charlotte Beggs, Robbie Juriga, Allison Miller, Annalese Lohr, Katie Westerlund, Jaxon Bumbaugh, Anja Rouaud, Christian Zeitvogel, Justin Sherman, Josh Klein,
- BE IT RESOLVED** that I, Mark Nickita, Mayor for the City of Birmingham, wish to extend my sincere congratulations on behalf of myself, the City Commission, and an appreciative community to the students, staff and adviser of *The Scriptor*, in recognition of your excellence in Journalism and service to the community and the City. We wish you all the best in your future endeavors.

*On behalf of the City Commission and the residents of
Birmingham this 26th day of June, 2017.*



Mark Nickita, Mayor





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.

Applicant(s) Presented For City Commission Consideration:

Applicant Name	Criteria/Qualifications Elector of the city 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.
Lawrence R. Smith	459 Westchester Way
Christopher Conti	759 Greenwood

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

SUGGESTED ACTION:

To concur with the Mayor's recommendation to appoint _____ to the Retirement Board, as the resident member who is not eligible to participate in the retirement system, to serve a three-year term to expire July 1, 2020.

RETIREMENT BOARD

Chapter 2 – Section 2-207 – Eight members for three-year terms:

Mayor, city commissioner, city manager, citizen who is elector and is not eligible to participate in the retirement system, police member, fire member, general city member and non-voting retiree/beneficiary member.

Last Name	First Name	Home Business Fax E-Mail	Appointed	Term Expires
Albrecht 151 Martin	Michael	(248) 530-1870	7/16/2007 Police Member - Elected by Police Dept	7/1/2019
Bartalino 572 S. Adams	Matthew	(248) 530-1900 <i>mbartalino@bhamgov.org</i>	8/3/2015 Fire Dept. Member - Elected by Fire Dept.	7/1/2018
Conti 759 Greenwood	Christopher	248-594-1568 (313) 418-1673 <i>conti8@comcast.net</i>	9/26/2005 Citizen Member - Appointed by the Commission	7/1/2017
Harris 232 Pilgrim	Andrew		11/10/2014 Mayor Pro Tem	11/1/2017
		<i>aharris@bhamgov.org</i>		
Kauffman 1613 Edgewood	Pete		8/12/2004 Non voting Retiree member - elected by retirees	7/1/2019

Last Name	First Name	Home Business Fax E-Mail	Appointed	Term Expires
Nickita	Mark	(248) 540-0114	11/9/2015	11/1/2017
752 East Lincoln			Mayor	
		<i>markforbirmingham@yahoo.com</i>		
O'Meara	Paul		11/9/2016	7/1/2017
			General City Member - Elected by City Employees	
		<i>pomeara@bhamgov.org</i>		
Valentine	Joseph			

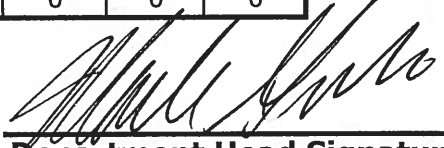
CITY BOARD/COMMITTEE ATTENDANCE RECORD

Board/Committee: Retirement Board

Year: 2014

MEMBER NAME	3/4	3/14	6/13	9/12	12/12									Total Mtgs. Att.	Total Absent	Percent Attend
REGULAR MEMBERS																
Michael Albrecht	P	P	P	P	P									5	0	100%
Christopher Conti	P	P	P	P	P									5	0	100%
John Donohue	P	P	P	P	P									5	0	100%
Pete Kauffman	A	P	P	P	P									4	1	80%
Scott Moore	P	P	A	P										3	1	75%
Stuart Lee Sherman	A	A	P	P	P									3	2	60%
Joseph Valentine	P	P	P	P	P									5	0	100%
Shawn Shilling	P	P	P	P	P									5	0	100%
Rackeline Hoff					P									1	0	100%
ALTERNATES																
Members in attendance	6	7	7	8	8	0	0	0	0	0	0	0	0			

**KEY: A = Absent
P = Present
NM = No Meeting**



 Department Head Signature

CITY BOARD/COMMITTEE ATTENDANCE RECORD

Board/Committee: Retirement Board

Year: 2015

MEMBER NAME	3/13	6/12	7/20	9/10	12/11									Total Mtgs. Att.	Total Absent	Percent Attend
REGULAR MEMBERS																
Michael Albrecht	P	P	P	P	P									5	0	100%
Christopher Conti	A	P	A	A	A									1	4	20%
John Donohue	A	P	A											1	2	33%
Rackeline Hoff	P	A	P	P	P									4	1	80%
Pete Kauffman	P	P	A	P	P									4	1	80%
Stuart Lee Sherman	P	A	P	P										3	1	75%
Shawn Shilling	P	P	P	P	P									5	0	100%
Joseph Valentine	P	P	P	P	P									5	0	100%
Matthew Bartalino				P	P									2	0	100%
Mark Nickita					A									0	1	0%
ALTERNATES																
Members in attendance	6	6	5	7	6	0	0	0	0	0	0	0	0			

KEY: A = Absent
P = Present
NM = No Meeting


 Department Head Signature

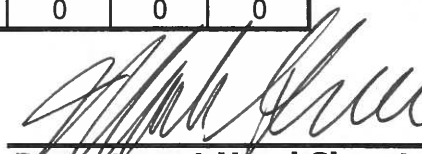
CITY BOARD/COMMITTEE ATTENDANCE RECORD

Board/Committee: Retirement Board

Year: 2016

MEMBER NAME	4/14	6/10	9/9	12/9										Total Mtgs. Att.	Total Absent	Percent Attend
REGULAR MEMBERS																
Michael Albrecht	P	P	P	P										4	0	100%
Matthew Bartalino	P	P	P	A										3	1	75%
Christopher Conti	P	P	A	P										3	1	75%
Rackeline Hoff	P	P	P											3	0	100%
Pete Kauffman	P	P	P	P										4	0	100%
Mark Nickita	P	A	P	P										3	1	75%
Shawn Shilling	P	P												2	0	100%
Joseph Valentine	P	P	P	P										4	0	100%
Paul O'Meara			A	P										1	1	50%
Andrew Harris				P										1	0	100%
ALTERNATES																
Members in attendance	8	7	6	7	0	0	0	0	0	0	0	0	0			

KEY: A = Absent
P = Present
NM = No Meeting


 Department Head Signature


CITY BOARD/COMMITTEE ATTENDANCE RECORD

Board/Committee: Retirement Board

Year: 2017

MEMBER NAME	3/10	6/2												Total Mtgs. Att.	Total Absent	Percent Attend
REGULAR MEMBERS																
Michael Albrecht	A	P												1	1	50%
Matthew Bartalino	A	P												1	1	50%
Christopher Conti	P	P												2	0	100%
Andrew Harris	P	A												1	1	50%
Pete Kauffman	P	P												2	0	100%
Mark Nickita	P	P												2	0	100%
Paul O'Meara	P	P												2	0	100%
Joseph Valentine	P	P												2	0	100%
ALTERNATES																
Members in attendance	6	7	0	0	0	0	0	0	0	0	0	0	0			

KEY: A = Absent
P = Present
NM = No Meeting
na = not appointed at that time


 Department Head Signature



RECEIVED BY

MAY 31 2017

OFFICE USE ONLY

Meets Requirements? Yes No

Will Attend / Unable to Attend

APPLICATION FOR CITY BOARD OR COMMITTEE

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

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

(Please print clearly)

Board/Committee of Interest Retirement Board
Specific Category/Vacancy on Board Citizen Trustee
Name Christopher Conti Phone 313-418-1673
Residential Address 759 Greenwood Email CONTI8@COMCAST.NET
Residential City, Zip BIRMINGHAM, MI 48009 Length of Residence 21 years
Business Address Dearborn, MI Occupation CORPORATE FINANCE
Business City, Zip _____

Reason for Interest: Explain how your background and skills will enhance the board to which you have applied
I believe that I bring a unique perspective of how retirement plans should be structured along with a critical eye to ensuring that performance is being fairly evaluated.

List your related employment experience I have worked in corporate finance and treasury most of my career. I have extensive experience with retirement plans in the U.S. & Mexico, this includes monitoring plan performance, asset allocation and working with providers.

List your related community activities Outside of my work with the Retirement Board, I was a trustee for Birmingham Public Schools for nine years, holding positions of Treasurer, Secretary, Vice President, and President.

List your related educational experience Bachelor of Arts, Master of Business Administration

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

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

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

Signature of Applicant Christopher Conti

Date 5-24-17



Interviewed June 12, 2017



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

APPLICATION FOR CITY BOARD OR COMMITTEE

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

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

(Please print clearly)

Board/Committee of Interest City of Birmingham Retirement System Board

Specific Category/Vacancy on Board Citizen

Name Lawrence R. Smith

Phone 248-646-6446

Residential Address 459 Westchester Way

Email larrysmith074@gmail.com

Residential City, Zip Birmingham 48009

Length of Residence 29 years

Business Address N/A

Occupation Retired

Business City, Zip N/A

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

I have almost 38 years in independent consulting in the pension and retiree medical areas all of it working with clients and actuaries. I can help the Board and Commission understand the actuarial process and results. I also have enough investment experience to help ask the right questions to enhance understanding. I believe that the attention paid to public pensions and retiree medical benefits will intensify over time and I can help the Board, Commission and the City respond as required.

List your related employment experience See attached resume

List your related community activities See attached resume

List your related educational experience See attached resume

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

no

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

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

Signature of Applicant [Signature]

Date 5-19-17

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

Updated 10/12/16

Lawrence R. Smith
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Prepared for the Birmingham City Commission

Current:

- Volunteer Tax Aid, AARP Foundation, located at NEXT, Birmingham, MI
- Retired Partner, Mercer (US), Inc. (a/k/a Mercer Human Resources Consulting)

Employment History:

- 1987-2013: Mercer (US), Inc. Responsible for large global client relationships in all areas of human resources consulting, including pensions, welfare benefits, compensation, investments, employee communications and related administration. Largest client had approximately 100 pension plans in 10 countries. More than 26 years at Mercer involved in all aspects of pensions and benefits including:
 - Worked with clients and actuaries to conduct actuarial valuations of pension and retiree medical plans, performed plan design and cost studies and addressed related accounting, financial reporting, legal, investment and communications issues
 - Assisted clients with technical pension and benefits related tax, financial reporting and accounting issues; types of plans included: defined benefit and defined contribution pensions, active and retiree medical and life plans
 - Coordinated with clients' other outside advisors including lawyers and auditors
- 1982-1986: Alexander & Alexander (now part of Aon). Responsible for clients' pension and group benefits plans (health, LTD, life). Developed working knowledge of group welfare benefits.
- 1975-1982: Coopers & Lybrand (now PricewaterhouseCoopers, or PwC). Was part of the Actuarial & Benefits Consulting Group. Worked in technical and emerging client facing roles in benefits taxation, financial reporting/auditing and accounting issues in the benefits area, primarily pensions. Provided technical support to local audit and tax staff in pensions and welfare benefits.
- Client experience includes both public and private for-profit entities as well as tax-exempts and governments.

- Typical client issues and questions addressed throughout my career:
 - Are the benefits competitive and adequate?
 - Why did the costs go up/down from last year?
 - What are estimated costs next year? in, e.g., five years?
 - How can I reduce costs (right now, next year, gradually over time)?
 - What are the plan design options?
 - What are the risks/benefits associated with a given type of plan or a specific contribution strategy?

Education:

- Marquette University, 1972 (A.B., Liberal Arts)
- Loyola University of Chicago School of Law, (J.D., 1975) (currently have retired status in Illinois State Bar Association)

BIRMINGHAM CITY COMMISSION MINUTES
JUNE 12, 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 p.m.

II. ROLL CALL

ROLL CALL:	Present,	Mayor Nickita Mayor Pro Tem Harris (<i>arrived at 8:10 p.m.</i>) Commissioner Bordman Commissioner Boutros Commissioner DeWeese Commissioner Hoff Commissioner Sherman (<i>arrived at 8:46 p.m.</i>)
	Absent,	None

Administration: City Manager Valentine, Senior Planner Baka, City Clerk Brown, Police Chief Clemence, City Attorney Currier, City Planner Ecker, DPS Manager Filipski, Finance Director Gerber, Assistant to the City Manager Haines, Building Official Johnson, City Engineer O'Meara, DPS Director Wood

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

Mayor Nickita acknowledged and congratulated the graduating members of the Citizen's Academy:

Suann Darmody
Jonathan DeWindt
Jill Kahler
Michael Kern
Angela Links, and honorary graduate Jaxon, a leader dog for the blind in training
Ellie Noble
Frank Pisano
Geoff Morgenstern
Katie Schafer
Betsy Schneider
Jeffrey Smith
Julie Sutherland
Betty Warner
Abbey Werder

06-145-17 APPOINTMENT TO THE BOARD OF ETHICS

Sophie Fierro-Share was present and was interviewed by the Commission, with Commissioner Boutros commenting that Ms. Fierro-Share has been a member of the Board since its inception.

MOTION: Motion by Commissioner Hoff:

To appoint Sophie Fierro-Share to the Board of Ethics to serve a three-year term to expire June 30, 2020.

VOTE: Yeas, 5
 Nays, 0
 Absent, 2 (Harris, Sherman)

06-146-17 APPOINTMENTS TO THE HISTORIC DISTRICT STUDY COMMITTEE

Jonathan DeWindt was present and was interviewed by the Commission. Mr. DeWindt just graduated from the Citizen's Academy.

Michael Xenos was present and was interviewed by the Commission. Mr. Xenos has served on the Committee for the past 6 months.

Commissioner Hoff noted meetings of the Committee are called by resolution of the Commission and suggested the Commission talk about reactivating the Committee.

MOTION: Motion by Commissioner Bordman:

To appoint Michael Xenos to the Historic District Study Committee to serve a three-year term to expire June 25, 2020.

MOTION: Motion by Commissioner DeWeese:

To appoint Jonathan DeWindt to the Historic District Study Committee to serve the remainder of a three-year term to expire June 25, 2019.

Vote on Michael Xenos

VOTE: Yeas, 5
 Nays, 0
 Absent, 2 (Harris, Sherman)

Vote on Jonathan DeWindt

VOTE: Yeas, 5
 Nays, 0
 Absent, 2 (Harris, Sherman)

06-147-17 APPOINTMENTS TO THE MUSEUM BOARD

James Cunningham was present and was interviewed by the Commission. City Manager Valentine recommended Mr. Cunningham's appointment as the Board member who is a business owner in the City, and asked for the Commission's concurrence.

Lori Eaton was present and was interviewed by the Commission.

Current Museum Board Member Marty Logue was not present.

Caitlin Rosso was present and was interviewed by the Commission.

MOTION: Motion by Commissioner Boutros:

To concur with the City Manager's recommendation to appoint James Cunningham, as the business owner member, to the Museum Board to serve the remainder of a three-year term to expire July 5, 2019.

MOTION: Motion by Commissioner Hoff:

To appoint Marty Logue to the Museum Board to serve a three-year term to expire July 5, 2020.

MOTION: Motion by Commissioner DeWeese:

To appoint Caitlin Rosso to the Museum Board to serve a three-year term to expire July 5, 2020.

MOTION: Motion by Commissioner Bordman:

To appoint Lori Eaton to the Museum Board to serve a three-year term to expire July 5, 2020.

Vote on Marty Logue

VOTE: Yeas, 5
Nays, 0
Absent, 2 (Harris, Sherman)

Vote on Caitlin Rosso

VOTE: Yeas, 5
Nays, 0
Absent, 2 (Harris, Sherman)

Vote on Lori Eaton

VOTE: Yeas, 5
Nays, 0
Absent, 2 (Harris, Sherman)

Vote on Cunningham

VOTE: Yeas, 5
Nays, 0
Absent, 2 (Harris, Sherman)

06-148-17 APPOINTMENTS TO THE RETIREMENT BOARD

Lawrence Smith was present and was interviewed by the Commission.

Current Board Member Christopher Conti was not present.

The Commissioners were generally in favor of postponing action until Mr. Conti could attend a Commission meeting for an interview. Commissioner Hoff had some questions about Mr. Conti's attendance in 2015. Mayor Nickita characterized Mr. Conti as an asset to the Board.

City Clerk Brown administered the oath of office 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.

06-149-17 APPROVAL OF CONSENT AGENDA

The following items were removed from the Consent Agenda:

- Commissioner Hoff: Item G – S.A.D. Public Hearing Schedule for 2017 Cape Seal
Item H - Help America Vote Act (HAVA) Grant Agreement
Item J - Golf Cart Lease – One Year Amendment

MOTION: Motion by Commissioner DeWeese, seconded by Commissioner Bordman:
To approve the Consent Agenda, with items G, H, and J removed.

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

- A. Approval of City Commission minutes of May 8, 2017
- B. Approval of City Commission minutes of May 22, 2017
- C. Approval of warrant list, including Automated Clearing House payments, of May 24, 2017 in the amount of \$1,017,911.63.
- D. Approval of warrant list, including Automated Clearing House payments, of May 31, 2017 in the amount of \$130,688.65.
- E. Approval of warrant list, including Automated Clearing House payments, of June 7, 2017 in the amount of \$187,549.31.
- F. Resolution setting Monday, July 10, 2017 at 7:30 p.m. for a public hearing to consider the proposed lot split of 839 Randall Ct., Parcel #1925352018.
- I. Resolution approving the purchase of twenty-five (25) Dumor benches and five (5) trash receptacles for a total purchase price of \$35,000.00 from the sole source vendor, Penchura, LLC. Funds have been budgeted in fiscal year 2016-2017 Capital Projects Fund- Park Benches & Trash Cans for Streetscapes from Account #401-901.009-981.0100 for this equipment purchase.
- K. Resolution approving the annual subscription with MADCAD.com for online access to essential building codes and standards for Fiscal Year 2017-2018, in the amount of \$7,150.00 from account #101-371.000-728.000.
- L. Resolution approving the revised request from the Birmingham Shopping District for permission to hold Day on the Town in downtown Birmingham on July 22, 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.
- M. Resolution approving the revised request from the Birmingham Shopping District to hold the Birmingham Cruise Event on August 19, 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.
- N. Resolution approving a request submitted by Woodward Camera requesting permission to place one tent in the parking area in front of 33501 Woodward Ave on August 19, 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.

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

06-150-17 S.A.D. PUBLIC HEARING SCHEDULE FOR 2017 CAPE SEAL

Commissioner Hoff questioned the section of Fairfax from Raynale to Suffield that is included in the list, noting that Fairfax and Suffield run parallel. Assistant City Planner Baka explained that Suffield curves as it approaches Quarton.

MOTION: Motion by Commissioner Hoff, second by Commissioner Boutros:

To set Monday, July 10, 2017 at 7:30 p.m. for a public hearing to consider necessity related to the 2017 cape seal program, and setting Monday, July 24, 2017 at 7:30 p.m. for a public hearing to consider confirmation of the roll for the 2017 cape seal program.

VOTE: Yeas, 5
 Nays, 0
 Absent, 2 (Harris, Sherman)

06-151-17 HELP AMERICA VOTE ACT (HAVA) GRANT AGREEMENT

Commissioner Hoff asked if purchasing new voting equipment is optional, how much it would cost the City, and what happens to the old equipment.

City Clerk Brown responded:

- The State of Michigan mandated the switch to new election equipment with a \$5 million appropriation in the FY2017 State budget.
- The State combined the appropriation with remaining Federal Help America Vote Act (HAVA) funding, and in 2016, recommended local jurisdictions budget \$2,000 - \$3,000 per precinct to cover local costs.
- Birmingham budgeted \$33,000 to cover the City's costs in FY2017.
- State law requires County Clerks to choose a voting system to be used throughout their County, and through negotiations with the vendor, Hart InterCivic, by Oakland County, the amount of State and HAVA funding was enough, with no local match, to cover the cost of 9 tabulators (1 per precinct), 8 Accessible Voting Devices (AVD), which is 1 per polling location, and 2 Absent Voter Counting Board tabulators (1 per 3000 absentee ballots returned in November 2016).
- Based on experience with the last cycle of voting equipment, City Clerk Brown recommended purchase of an additional 3 tabulators and 1 additional AVD at a \$500/machine discount, which was only being offered during the initial purchase period. The extra machines will be utilized as replacements for election-day equipment malfunctions, for additional absentee ballot tabulators during presidential elections, and for an expansion of precincts if necessary during the next 10 years.
- Birmingham's cost was \$19,500, a savings of \$13,500.
- The vendor's contract, as approved by the Michigan Bureau of Elections, requires the vendor to remove the old equipment from each jurisdiction and dispose of it.

MOTION: Motion by Commissioner Hoff, second by Commissioner Bordman:

To adopt the formal resolution authorizing and directing the City Clerk to execute and enter into the Help America Vote Act (HAVA) Grant Agreement between the City of Birmingham and the State of Michigan, Michigan Department of State, to receive Federal HAVA and State appropriated funded voting systems, including optical scan tabulators, accessible voting devices and Election Management System (EMS) software, pursuant to the Federal Help America Vote

Act (HAVA) of 2002, contingent upon review and approval of the formal Agreement by the City Attorney. *Formal resolution appended to minutes as Attachment A.*

VOTE: Yeas, 5
 Nays, 0
 Absent, 2 (Harris, Sherman)

06-152-17 GOLF CART LEASE – ONE-YEAR AMENDMENT

In response to inquiries from Commissioner Hoff, DPS Director Wood explained:

- It was believed the current golf cart lease agreement was a four-year agreement ending in the fall of 2017.
- Plans were already underway to bid out the contract at the end of the 2017 golf season.
- It was discovered the lease agreement was only a three-year lease which ended in 2016.
- The City Attorney's Office drafted the proposed Amendment to the Golf Cart Lease Agreement with Pifer, Inc., with the rate of \$625 per cart per year and all other terms and conditions remaining unchanged during 2017.
- For many years the City of Birmingham has leased carts from Pifer Inc. as they continue to be the low bidder during every bid opportunity.
- The contract will be rebid at the end of the 2017 golf season.

MOTION: Motion by Commissioner Hoff, second by Commissioner Boutros:

To approve the Amendment to the Golf Car Lease Agreement between the City of Birmingham and Pifer, Inc. for a term commencing March 10, 2017 and terminating on October 31, 2017 in the annual amount \$32,500.00. Further, to authorize the Mayor and City Clerk to sign the amended lease document on behalf of the City upon receipt of proper insurances. Funds for this lease are contained with the Equipment Rental line items, account #s 584-753.002-941.0000 and 597-753.002-941.0000.

VOTE: Yeas, 6
 Nays, 0
 Absent, 1 (Sherman)

V. UNFINISHED BUSINESS

None

VI. NEW BUSINESS

06-153-17 PUBLIC HEARING - FINAL SITE PLAN AND SPECIAL LAND USE PERMIT (SLUP) - 160 W. MAPLE – DICK O'DOW'S
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Mayor Nickita opened the public hearing at 8:14 p.m.

City Planner Ecker reported:

- 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.

- On April 26, 2017, the Planning Board conducted a public hearing on the applicant's request 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). On May 3, 2017, the HDC voted unanimously to recommend approval to the City Commission of the proposed design changes for 160 W. Maple, Dick O'Dow's.

City Planner Ecker clarified for Commissioner Hoff:

- The new area will seat 62 at tables and 18 at the bar. The back area could accommodate a 90-person party.
- The garage door is insulated glass in an aluminum frame, so it is not designed to be soundproof.
- No outside lighting is proposed, but the glass garage door will allow ambient light into the alley.

Answering additional questions from Commissioner Hoff, Mr. Mitch Black, Dick O'Dow's noted:

- The bar will be on east wall where the fireplace is currently located.
- There will be tables along the front of the garage door, but the garage door is not for entry/exit.
- There are typically hostesses on the weekends and at other times as needed.

Mr. Black responded to questions from Commissioner DeWeese by explaining:

- Only six additional seats are proposed over the current seating in the back area.
- Potential noise problems will be monitored by Dick O'Dow's staff for compliance with the City's noise ordinance.
- The establishment has been in business for 21 years with few complaints.
- The front and back will be separated by a hallway 10' longer than the current one, to fully separate the front and back atmospheres.
- On St. Patrick's Day the weather is typically too cold to open the garage door, so it will likely be closed during those celebrations.

Commissioner DeWeese commented that the key thing is management, and indicated Dick O'Dow's has managed fairly well in the past. He encouraged Mr. Black to maintain control going forward.

Dr. Marvin Siegel, Willits Condominiums, expressed concerns about any additional plans the Commission has for the Willits Alley. Mayor Nickita indicated the plan is to keep the alley pedestrian friendly. Dr. Siegel was not opposed to stores along the alley having access for customers from the alley.

Dr. Siegal was under the impression there would be no music in the back room. Mr. Black:

- Clarified there will be no live music, but there will be background music.
- Confirmed there will be no seating in the alley.
- Confirmed the garage door will close at midnight.
- Verified the door and both front and back exits meet applicable City fire codes.

Dr. Siegal commented, with bar traffic leaving the area at 2:00 a.m. and early morning traffic beginning around 7:00 a.m., Willits residents have only a five-hour reprieve from traffic noise.

City Attorney Currier clarified the City has control over the north-south portion of the Willits alley, but the east-west portion is owned by Willits Condominiums and the City just has an emergency vehicle easement.

Commissioner Boutros was in favor of activating and enhancing the alley.

Commissioner Hoff was in favor of Dick O'Dow's plan, calling it an asset to Birmingham. She expressed some concern about noise for the residents of the Willits Condominiums, but noted only Dr. Siegal and Cheryl Anobile from the Willits registered concern. Commissioner Hoff stated that if the Willits residents are not concerned she supports the plan.

Commissioner DeWeese asked that the prohibition against outdoor seating in the rear of the building be made clear in the Commission's action.

Mayor Nickita closed the public hearing at 8:42 p.m.

MOTION: Motion by Commissioner Boutros, seconded by Commissioner DeWeese:
To approve the Final Site Plan and Special Land Use Permit for 160 W. Maple - Dick O'Dow's, to allow the renovation of the existing restaurant, with no outdoor seating allowed in the rear of the building.

VOTE: Yeas, 6
 Nays, 0
 Absent, 1 (Sherman)

Mayor Nickita noted the City is responsive to reports of issues outside the parameters of a SLUP.

**06-154-17 PUBLIC HEARING TO CONSIDER AMENDMENTS TO CHAPTER
126, ZONING, OF THE CITY CODE TO CREATE THE T22
TRANSITION ZONE**

Mayor Nickita opened the public hearing at 8:46 p.m.

Senior Planner Baka reported:

- The intent for the Transition Zone is to:
 - Provide for a reasonable and orderly transition from, and buffer between commercial uses and predominantly single-family residential areas or for property which either has direct access to a major traffic road or is located between major traffic roads and predominantly single-family residential areas.

- Develop a fully integrated, mixed-use, pedestrian-oriented environment between residential and commercial districts by providing for graduated uses from the less intense residential areas to the more intense commercial areas.
- TZ2 is proposed for mixed use with a maximum height of 30 ft, 2 stories that encourages a mix of residential and commercial uses.
- Specifications for TZ2 are as follows:

Maximum Building Height	30'and 2 stories minimum For sloped roofs, the eave line shall be no more than 24' and the roof peak shall be no more than 35' First story shall be a minimum of 14' in height, floor to floor
Minimum Lot Area/Unit	N/A
Minimum Open Space	N/A
Maximum Lot Coverage	N/A
Minimum Front Yard Setback	10' 20' abutting single family zoning district
Minimum Side Yard Setback	0' from interior side lot line 10' from side lot line abutting a single family district
Minimum Combined Front and Rear Setback	N/A
Minimum Floor Area/Unit	N/A
Maximum Total Floor Area	N/A

- Permitted uses for TZ2 are as follows:

Residential Permitted Uses

Dwelling – attached single family

Dwelling – single family (R3)

Dwelling – multi-family

Commercial Permitted Uses

Art gallery

Artisan use

Barber/beauty salon

Bookstore

Boutique

Drugstore

Gift shop/flower shop

Hardware

Jewelry store

Neighborhood convenience store

Office

Tailor

Uses with SLUP

Any permitted commercial use with interior floor area over 3,000 sq. ft. per tenant

Assisted living

Bakery

Bank/credit union with drive-thru

Church and Religious Institution

Coffee shop

Essential services

Food and drink Establishment

Government office/use

Grocery store

Health club/studio

Independent hospice facility

Independent senior living

School – private and public

Skilled nursing facility

Specialty food shop

- Additional controls on commercial uses are as follows:
 - All food related uses & dry cleaners will require a SLUP (regardless of size)
 - All uses commercial uses that occupy more than 3,000 sq. ft. in TZ2 will require a SLUP
 - All commercial uses, except office, restricted to hours of operation of 7:00 a.m. – 9:00 p.m. unless approved for extension by the Planning Board
 - Additional buffering requirements (landscaping and screen walls)

Discussion confirmed:

- The proposal is to establish the classification of TZ2 without designating which properties should be included.
- Property owners may apply to rezone their parcels to TZ2 if they wish.
- When TZ1 and TZ3 were established, a list of properties belonging in those districts was recommended.
- The process for TZ2 is two-pronged. Once the district is established further conversation will occur to incrementally apply the classification to appropriate properties.

Senior Planner Baka clarified for Commissioner Boutros:

- Medical services fall under the medical offices category, but with different parking requirements.
- The maximum building height in TZ2 would be 30', which is two-stories.

Mayor Nickita felt strongly that neighborhood convenience stores should be a use requiring a SLUP.

Commissioner Bordman contended drugstores should likewise be a use requiring a SLUP.

Mayor Pro Tem Harris concurred with both neighborhood convenience stores and drugstores requiring a SLUP.

Mayor Nickita closed the public hearing at 9:10 p.m.

MOTION: Motion by Commissioner DeWeese, seconded by Commissioner Harris:

To adopt the Ordinance amending Chapter 126, Zoning, of the City Code, as follows:

Article 2, section 2.43, TZ2 (Transition Zone 2) District Intent, permitted uses, and special uses to add the TZ2 zoning classification, as amended to move Drugstore and Neighborhood Convenience Store from Commercial Permitted Uses to Uses requiring a Special Land Use Permit;

Article 2, section 2.44, TZ2 Development Standards to add Standards for the TZ2 District;

Renumber the existing TZ3 (Transition Zone 3) zoning classification, District Intent, permitted uses, and special uses to Article 2, section 2.45 with no changes;

Renumber the existing TZ3 (Transition Zone 3) zoning classification, Development Standards to article 2, section 2.46 with no changes;

Article 5, section 5.15, Use Specific Standards, to add use specific standards for the TZ2 zone district.

AND

Article 4, all sections noted below, to apply each section to the newly created TZ2 zone district as indicated:

Ordinance Section Name	Section Number
Accessory Structures Standards (AS)	4.02 4.04
Essential Services Standards (ES)	4.09
Fence Standards (FN)	4.10
Floodplain Standards (FP)	4.13
Height Standards (HT)	4.16 4.18
Landscaping Standards (LA)	4.20
Lighting Standards (LT)	4.21 4.22
Loading Standards (LD)	4.24
Open Space Standards (OS)	4.30
Outdoor Dining Standards (OD)	4.44
Parking Standards (PK)	4.45 4.46 4.47 4.53
Screening Standards (SC)	4.54 4.59
Setback Standards (SB)	4.65
Street Standards (ST)	4.73
Structure Standards (SS)	4.74 4.83
Temporary Use Standards (TU)	4.84
Utility Standards (UT)	4.88
Vision Clearance Standards (VC)	4.89
Window Standards (WN)	4.90

VOTE: Yeas, 7
 Nays, 0

Absent, 0

**06-155-17 PUBLIC HEARING TO CONSIDER NECESSITY FOR THE
INSTALLATION OF WATER LATERALS WITHIN THE 2017 LOCAL
STREET PAVING PROGRAM AREA – LOT 97 OF HARROWGATE
SUBDIVISION AND LOTS 2, 3 AND 6 OF BELMONT SUBDIVISION**

Mayor Nickita opened the public hearing at 9:14 p.m.

City Engineer O'Meara reported:

- The City will be reconstructing one block of Oak Street this summer between Glenhurst Dr. and Chesterfield Ave.
- Because the original pavement will be completely replaced, the City policy to replace the sewer and water laterals where applicable within the right-of-way applies.
- Four homes are impacted because their water service is only $\frac{3}{4}$ " in diameter which does not meet current criteria.
- It is recommended the properties be put into a special assessment district and have their services replaced with 1" pipe.
- The property owners have been notified.
- No sewer lateral replacements are planned.
- A separate front yard sewer was constructed when the subject 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 at this time.
- Other than the water services on Oak St., no other sewer or water service lateral work is proposed.
- The average water service price among bidders was \$49.50 per foot, and therefore the City believes charging the low bidder's price of \$50.00 per foot is appropriate. The estimated price to be charged to homeowners is \$850 per house.
- On the proposed resolution, in paragraphs 3 and 5, there are references to "sewer laterals" which should be changed to "water laterals".

Commissioner Hoff noted many of the properties in this area have already upgraded their water lateral, so only four properties are involved in this project.

John Hammer, 1764 Oak Street, pointed out that the chart sent by Mr. O'Meara does not list an installation date for the current $\frac{3}{4}$ " lead line, and he presumed that lack of documentation is because installation happened over 90 years ago. City Planner O'Meara agreed if a compliant line was found during excavation, the line would be left in place and the property owner would not be billed.

Mr. Hammer asked if the City's contractor could use the lowest water service bid from among the bidders, which was \$30/foot. City Manager Valentine explained the City followed its practice of averaging the cost of bids for the water lateral component among all bidders to arrive at \$50/foot. City Manager Valentine explained no further negotiation on price can be done because the bid has already been awarded.

Lois Casey, 1860 Oak, asked why sewers aren't being moved from about 2' in front of the house to where sewers normally are on the street. I have been there 17 years and I have had constant backups in my basement because where the sewer line runs is where people have trees. She asked why the sewers aren't being replaced.

City Engineer O'Meara explained:

- There is a unique situation on the subject block because the builder built the sewer in the front yards instead of in the right-of-way, so the homes are tied to a sewer the city maintains in the front yard.
- The decision was made not to incur the cost of building a whole other sanitary sewer system in the street but rather to keep maintaining the current one.
- The sewer on the subject block is being reviewed as a potential lining candidate.

Responding to questions from Mayor Nickita, City Engineer O'Meara stated:

- What is being reviewed is whether the sewer on the Oak St. block should be added to the lining contract currently being worked on for other sewers in the immediate area.
- Lining the sewer on Oak St. would not be part of the street paving contract.
- The street paving project will require digging up the right-of-way, but the sewer is not located in the road.
- Digging up the existing sewer would require digging up the front yards.
- The sewer is still working.

City Engineer O'Meara clarified for Commissioner Sherman:

- The sewer that is in the front yards of about ten houses starts near the west end of the block and runs east toward Chesterfield where it connects with the city sewer on Chesterfield.
- The sewer was constructed in the 1920's like most of the sewers in the neighborhood.
- To put in a new sewer would require obtaining easements to dig up the front yards because the houses don't have a sewer that runs out to the street. Each house is tied to the front yard sewer that's probably 20'-30' from the right-of-way.

Commissioner Sherman:

- Took issue that the replacement of a 100 year old sewer during a street reconstruction project requiring digging up the road was not planned before the project was bid. He stated the City's policy is that all issues be considered before pursuing and bidding a project so that a street isn't torn up one year, only to be torn up later to replace a 100 year old sewer.
- Suggested the front yard sewers could easily be moved into the street where it should be for ease of maintenance.
- Debated the need to obtain easements and suggested the City might just need permission to go in there and extend sewer laterals into the street.
- Expressed concern with how the subject project was planned.
- Stated the real problem is not knowing exactly what steps will be taken with a hundred year old sewer; whether it will be lined or left alone; whether it will be okay or whether it will not.
- Reiterated this is not how things are done.

City Engineer O'Meara replied:

- He considered the issues with the project and believes this is the best approach possible.
- He is confident the sewer can be used well into the future just like the backyard sewers will be. Because the sewer is working it should either stay as is or be lined.
- Digging up everyone's front yard as well as the street would be much more disruptive.
- His approach was an attempt to save the City money

City Engineer O'Meara confirmed for City Manager Valentine that the sewer has been inspected with cameras and the results will be forthcoming.

Commission Sherman commented:

- If lining is done should it be done right away or is there time to wait and do it in the future
- He disagrees with the assumption made that we wanted to just line the sewer and leave it under the front yards, even though we are having the street torn up.
- If there is a sewer break, after the lining is done, then we have to go into the front yards at that time, and then we will need the easements.
- If we move the sewer we don't need the easements, only permission to extend the sewer lateral.

City Manager Valentine recommended that staff come back to the Commission with more detail on the sewer aspect so we can have a more informed discussion and look at the alternatives. Commissioner Sherman agreed but was adamant the answer be known before the project moves forward. He reiterated the City's policy is that everything is looked at before a project is ever bid out and everything is done at the same time.

Commissioner Hoff said Commissioner Sherman made an excellent point, but pointed out the project is already contracted to begin June 19.

Mayor Nickita asked City Manager Valentine if the Commission can address the issue by taking a look at the sewer component and incorporating it into this scope of work.

City Manager Valentine suggested alternatives be vetted, the contractor be consulted, and the issue be brought back to the Commission on June 26 with recommendations to be considered to address this in the best possible way.

Commissioner Sherman suggested having a special meeting at the June 19 workshop session with the Planning Board in order to move this project forward in a timely manner.

Commissioner Hoff commented this is more than just a decision by the Commission on what to do, noting if it is decided the sewer should be moved 10 or 12 different properties will be involved. She expressed concern with telling people at the last minute that their front yard's going to be dug up.

City Engineer O'Meara clarified for Commissioner Sherman that the City has an easement to line the sewer, but the City does not have an easement from the City sewer in the front yard out to Oak St.

Mayor Pro Tem Harris fully supported further investigation, but commented that the only scenario in which we would not be acting consistent with city policy would be if sewer lining was not the right solution. He asked City Engineer O'Meara to explain the differences in construction labor to line the sewer as opposed to moving the sewer to the street.

City Engineer O'Meara explained if the sewer is moved to the street a separate sanitary sewer has to be built in the street and then pipes have to be built from that sewer up to the existing sewer, which is approximately 40' per house, mostly on private property. To line the sewer, the

sewer is accessed through the manhole and the lining is done without disrupting the homeowners.

Mayor Nickita closed the public hearing at 9:35 p.m.

MOTION: Motion by Commissioner Sherman, seconded by Commissioner DeWeese:
To adopt the formal resolution as follows:

WHEREAS, The City Commission has established a policy requiring the replacement of undersized or lead water lateral lines when the City street is open for repairs or reconstruction; and

WHEREAS, The City Commission is of the opinion that replacement of water laterals not meeting current criteria as a part of the planned road paving project is declared a necessity; and

WHEREAS, Formal bids have been received and the actual cost per foot for replacement of the water laterals has been determined.

RESOLVED, That all water laterals not meeting current criteria located within the limits of the following streets shall be replaced as a part of the paving project on Oak St. from Glenhurst Dr. to Chesterfield Ave.

RESOLVED, That at such time as the Assessor is directed to prepare the assessment roll, of which 100% of the contractor's charge to replace water lateral (calculated at the rate of \$50 per linear foot) shall be charged to the adjoining property owners benefiting from the water lateral.

RESOLVED, That there be a special assessment district created and special assessments levied in accordance with benefits against the properties within such assessment district, said special assessment district shall be all properties within the following district:

"Harrowgate Subdivision"

Lot 97.

"Belmont Subdivision"

Lots 2, 3, and 6.

RESOLVED, That the Commission shall 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 replacement of water laterals within the Oak St. 2017 Paving Project.

VOTE: Yeas, 7
 Nays, 0
 Absent, 0

06-156-17 RUSSELL THAYER APPLICATION TO DONATE *WIND RAPIDS*

City Planner Ecker reported:

- The Public Arts Board (PAB) recently reviewed loan agreements on all public art pieces on display in the City.
- After being offered the option to either extend the duration of the loan by 5 years or to donate the sculpture permanently to the City, Russell Thayer submitted an application proposing to donate his sculpture, Wind Rapids.
- The sculpture is 72" tall, with three legs supporting a flow of horizontal aluminum waves and is currently located in the Pierce Street Parking Structure plaza along Merrill Street.
- The value of the sculpture has increased from \$9,500 (2005 assessment) to \$11,000.

- Should the sculpture be accepted as a donation, the City would cover the annual insurance premium of \$140 and be responsible for future cleaning and maintenance of the artwork.
- On April 19, 2017, the PAB reviewed Mr. Thayer's application to donate Wind Rapids to the City and voted unanimously to recommend approval of the donation to the City Commission.

On his application, Mr. Thayer wrote, "It is in a beautiful spot – just the right scale for the space. Nicely landscaped increased its beauty for me!"

Commissioner Bordman expressed concern that the artist is requiring the statue to remain in its current location.

The Commission was in general agreement to seek clarification of the artist's intent and expressed the desire to have flexibility to move the statue in the future. When clarification is received the item will be brought back to the Commission for consideration.

City Manager Valentine asked that the application be revised for future use.

06-157-17 2018 MEETING SCHEDULE

City Clerk Brown presented the proposed 2018 City Commission meeting schedule. The Commissioners requested several changes be made and that the revised schedule be brought back for consideration at the next meeting.

06-158-17 FOURTH QUARTER 2016-2017 BUDGET AMENDMENT

MOTION: Motion by Commissioner Sherman, seconded by Commissioner Harris:

To approve the appropriations and amendments to the fiscal year 2016-2017 budget as follows:

General Fund:

Expenditures:

Public Safety	101-301.000-702.0001	\$(30,000)
	101-301.000-702.0002	(10,000)
	101-301.000-706.0002	(20,000)
	101-336.000-706.0002	(20,000)
Community Development	101-721.000-811.0000	30,000
Transfers Out	101-999.000-999.0639	50,000
Total Expenditure Adjustments		<u>\$ -0-</u>

Major Streets Fund:

Expenditures:

Traffic Controls & Engineering	202-303.001-937.0300	\$ 10,000
Street Cleaning	202-449.004-702.0001	5,000
	202-449.004-941.0000	15,000
Street Trees	202-449.005-702.0001	10,000
Snow & Ice Control	202-449.006-729.0000	(40,000)
Total Expenditure Adjustments		<u>\$ -0-</u>

Local Streets Fund:

Expenditures:

Traffic Controls & Engineering	203-303.001-937.0300	\$ 3,000
Maintenance of Streets and Bridges	203-449.003-702.0001	45,000

	203-449.003-941.0000	50,000
Street Trees	203-449.005-702.0001	15,000
Capital Outlay – Engineering & Construction of Roads	203-449.001-981.0100	(93,000)
Snow & Ice Control	203-449.006-729.0000	<u>(20,000)</u>
Total Expenditure Adjustments		<u>\$ -0-</u>

Solid Waste Fund:

Revenues:

Draw from Fund Balance	226-000.000-400.0000	<u>\$ 31,700</u>
Total Revenue Adjustments		<u>\$ 31,700</u>

Expenditures:

Personnel Services	226-582.000-702.0001	\$ 2,000
	226-582.000-702.0002	10,000
Supplies	226-582.000-729.0000	2,200
Other Contractual Services	226-582.000-827.0100	<u>17,500</u>
Total Expenditure Adjustments		<u>\$ 31,700</u>

Principal Shopping District:

Revenues:

Draw from Fund Balance	247-000.000-400.0000	<u>\$ 59,000</u>
Total Revenue Adjustments		<u>\$ 59,000</u>

Expenditures:

Principal Shopping District	247-441.005-702.0002	\$ 5,000
	247-441.005-941.0000	15,000
	247-748.000-811.0000	33,000
	247-748.000-904.0000	<u>6,000</u>
Total Expenditure Adjustments		<u>\$ 59,000</u>

VOTE: Yeas, 7
Nays, 0
Absent, 0

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

In response to a question from Rick Reid, Mayor Nickita indicated the issue in which Paul Glantz is involved will be before the Commission on June 26, 2017.

X. REPORTS

06-159-17 COMMISSIONER REPORTS

The Commission will appoint members to the Martha Baldwin Park Board and the Greenwood Cemetery Advisory Board, and will appoint alternate members to the Advisory Parking Committee, the Parks and Recreation Board, and the Public Arts Board on July 10, 2017.

06-160-17 COMMISSIONER COMMENTS

Commissioner Hoff expressed concern about the museum and requested the Commission plan a discussion about the museum's direction, its focus, how to attract more visitors, and what its benefit is to Birmingham.

Commissioner Bordman agreed some thought needs to be given to recent museum programs, their historical content and their intended audience. She reiterated earlier concerns she has with whether the qualifications for appointment to the City's boards and committees, with emphasis on the Museum Board, adequately describe the Commission's current expectations.

Commissioner DeWeese related he has heard comments from community members that the museum no longer has the historical core they desire.

Commissioner Sherman suggested requesting a letter from the Museum Director outlining recent programming.

Mayor Nickita wanted to be clear that the Commission is not trying to be critical as much as trying to ascertain that the museum is on the right track. He also noted that Director Pielack is working on programs for the anniversary of the museum that will focus on the true historic nature of the City.

City Manager Valentine will distribute the museum's strategic plan to aid the Commission in planning their discussion.

Commissioner Bordman announced NEXT is temporarily moving to Beverly School on June 16, and will be closed until June 21. Phone numbers and hours of operation will remain the same.

Commissioner Bordman, explaining the Commission receives monthly reports on the utilization of the City's parking structures, announced that in the Pierce, Peabody, Park and Chester structures combined there were, in May, fewer than 15 total occurrences when the structures were full for 1-4 hours.

Commissioner Sherman explained he was late because he was attending a banquet at Groves High School for the students who produce the Groves Scriptor magazine/newspaper. The students and publication won 16 national and state awards, making it the most awarded student publication in the country. He asked that the Commission consider awarding a proclamation to honor the students.

06-161-17 CITY STAFF REPORTS

The Commission received the parking utilization report, submitted by City Engineer O'Meara.

XI. RECESS

06-162-17 PEDESTRIAN SCALE STREET LIGHTS IN THE RAIL DISTRICT

MOTION: Motion by Commissioner DeWeese, seconded by Commissioner Bordman:

To recess the meeting and reconvene immediately outdoors by the easterly most streetlight on the north side of E. Lincoln Street, near the intersection with S. Eton Street (the closest building address is Armstrong White Advertising Agency, 2125 E. Lincoln Street, Birmingham MI 48009).

VOTE: Yeas, 7

Nays, 0
Absent, 0

The meeting recessed at 10:23 p.m. and reconvened at 10:37 p.m.

The Commission commented:

- The light was brighter on one side than the other
- The light was still too hot.
- Options from a different manufacturer would be welcome.

No action was taken by the Commission.

XII ADJOURN

The regular meeting was adjourned at 10:49 p.m.

J. Cherilynn Brown
City Clerk

ATTACHMENT A

**AUTHORIZATION TO ENTER INTO HELP AMERICA VOTE ACT
(HAVA) GRANT AGREEMENT WITH THE STATE OF
MICHIGAN, MICHIGAN DEPARTMENT OF STATE FOR
FEDERAL HAVA AND STATE-APPROPRIATED FUNDED
VOTING SYSTEMS**

WHEREAS, The City of Birmingham wishes to apply to the Secretary of State for a grant to purchase a new voting system; and

WHEREAS, A Grant Agreement between the City of Birmingham and the State of Michigan, Michigan Department of State, is the mechanism by which the City of Birmingham must apply to the State of Michigan to receive Federal HAVA and State-appropriated funded voting systems, including optical scan tabulators, accessible voting devices and Election Management System (EMS) software, pursuant to the Federal Help America Vote Act (HAVA) of 2002; and

WHEREAS, The State of Michigan has provided a sample form of the Help America Vote Act (HAVA) Grant Agreement with the State of Michigan; and

WHEREAS, The State of Michigan will provide the City of Birmingham with a formal Help America Vote Act (HAVA) Grant Agreement between the City of Birmingham specifically and the State of Michigan, Michigan Department of State prior to delivery of the new voting system; and

WHEREAS, Partial funding for the new voting system will be provided by the State, and will include a combination of Federal Help America Vote Act and State-appropriated funds; and

WHEREAS, Local funding obligations are detailed in Schedule C, Cost Table 1, of the State of Michigan's contract with Hart InterCivic, Inc.; and

WHEREAS, The City of Birmingham plans to implement the new voting system in 2017.

NOW THEREFORE BE IT RESOLVED, The sample Help America Vote Act (HAVA) Grant Agreement with the State of Michigan is approved as to form; and

BE IT FURTHER RESOLVED, That the Birmingham City Commission authorizes and directs its City Clerk to execute and enter into the Help America Vote Act (HAVA) Grant Agreement between the City of Birmingham and the State of Michigan, Michigan Department of State to receive Federal HAVA and State-appropriated funded voting systems, including optical scan tabulators, accessible voting devices and Election Management System (EMS) software, pursuant to the Federal Help America Vote Act (HAVA) of 2002, contingent upon review of the formal Agreement by the City Attorney.

The foregoing resolution was offered by Commission Member Hoff, and seconded by Commission Member Bordman.

VOTE: Yeas, 5
 Nays, 0
 Absent, 2 (Harris, Sherman)

The resolution was declared adopted.

I, J. Cherilynn Brown, 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 their regular meeting of June 12, 2017.

J. Cherilynn Brown
City Clerk

City of Birmingham
Warrant List Dated 06/14/2017

Meeting of 06/26/2017

Check Number	Early Release	Vendor #	Vendor	Amount
250753	*	001623	16TH DISTRICT COURT	400.00
250754	*	000855	48TH DISTRICT COURT	100.00
250755	*	000855	48TH DISTRICT COURT	100.00
250756	*	000855	48TH DISTRICT COURT	299,159.00
250757	*	006965	7UP DETROIT	262.60
250758		002284	ABEL ELECTRONICS INC	709.00
250759	*	006998	STEVE ACHO	1,500.00
250760		003233	ALL SEASON GUTTERS INC	850.00
250761		001000	ALLIED INC	2,329.37
250762	*	007696	AMERICAN CLEANING COMPANY LLC	1,350.00
250763		001206	AMERICAN MIDWEST PAINTING INC	5,625.00
250764		002488	AMERICAN TEST CENTER, INC.	1,030.00
250765		000167	ANDERSON ECKSTEIN WESTRICK INC	2,575.00
250766		008046	THE ANTIGUA GROUP, INC.	802.18
250767		003946	ARAMARK	161.99
250768		000500	ARTECH PRINTING INC	54.00
250769		007479	ASB DISTRIBUTORS	84.80
250770	*	006759	AT&T	113.35
250771	*	008422	AXIOM CONSTRUCTION SVCS GROUP LLC	113,422.50
250772		005590	AXON	2,178.58
250773		002702	B & B GREASE TRAP & DRAIN	115.00
250774		003012	BATTERIES PLUS	12.95
250775	*	000517	BEIER HOWLETT P.C.	31,939.75
250776		000518	BELL EQUIPMENT COMPANY	594.71
250777		007345	BEVERLY HILLS ACE	36.73
250778		005003	BIRMINGHAM BLMFD COMMUNITY	3,000.00
250779		007624	BIRMINGHAM OIL CHANGE CENTER, LLC	31.97
250780	*	001086	CITY OF BIRMINGHAM	864.66
250781		000542	BLUE WATER INDUSTRIAL	21.00
250782		000157	BOB ADAMS TOWING INC.	1,375.00
250783	*	006953	JACQUELYN BRITO	81.93
250784		003786	C & G PUBLISHING INC.	120.00
250785		003907	CADILLAC ASPHALT, LLC	6,158.25
250786		000571	CAR TRUCKING INC	2,537.50
250787		007591	CARROT-TOP INDUSTRIES, INC.	18.90
250788		002067	CENTRAL PARKING SYSTEM	98.00
250789		000605	CINTAS CORPORATION	220.13
250790	*	008044	CLUB PROPHET	590.00
250791	*	007625	COMCAST	119.37
250792		002668	CONTRACTORS CLOTHING CO	181.28
250793		001367	CONTRACTORS CONNECTION INC	190.90
250794		003923	CUMMINS BRIDGEWAY LLC	333.34
250795		004386	CYNERGY PRODUCTS	448.98

City of Birmingham
Warrant List Dated 06/14/2017

Meeting of 06/26/2017

Check Number	Early Release	Vendor #	Vendor	Amount
250796		000956	DELTA TEMP INC	392.50
250797		000177	DELWOOD SUPPLY	52.29
250798		008134	DIAMOND Y DOOR SOLUTIONS INC	250.00
250799		001035	DOUGLASS SAFETY SYSTEMS LLC	94.12
250800	*	000179	DTE ENERGY	4,863.03
250801	*	000180	DTE ENERGY	46,351.46
250802		007505	EAGLE LANDSCAPING & SUPPLY	232.00
250803		007702	EASY PICKER GOLF PRODUCTS, INC	76.89
250804	*	007538	EGANIX, INC.	720.00
250805		000995	EQUATURE	1,839.35
250806		001223	FAST SIGNS	375.00
250807		008141	FIRE MODULES LLC	1,680.00
250808		006181	FIRST CHOICE COFFEE SERV	130.45
250809	*	004200	FIRST CLASS TIRE SHREDDERS, INC	125.00
250810	*	007279	GARDENS & BEYOND	10,838.00
250811		004604	GORDON FOOD	2,059.19
250812		005103	GORNO FORD, INC.	43,295.00
250813		000243	GRAINGER	359.95
250814	*	007473	DONALD GRIER	167.46
250815		000249	GUARDIAN ALARM	224.03
250816		007342	H2A ARCHITECTS, INC.	501.00
250817	*	007375	HOMEFIELD TURF AND ATHLETIC INC.	1,000.00
250818		000331	HUBBELL ROTH & CLARK INC	9,629.82
250819		000948	HYDROCORP	1,315.00
250820		007021	THE IDENTITY SOURCE INC.	68.76
250821		000261	J.H. HART URBAN FORESTRY	2,100.00
250822		000344	J.T. EXPRESS, LTD.	2,385.97
250823		000186	JACK DOHENY COMPANIES INC	228.78
250824		003823	JAY'S SEPTIC TANK SERVICE	655.00
250825		003458	JOE'S AUTO PARTS, INC.	353.04
250826	*	007244	CHRISTOPHER JUDKINS	55.86
250827		000891	KELLER THOMA	560.65
250828		004088	KGM DISTRIBUTORS INC	147.00
250829		000353	KNAPHEIDE TRUCK EQUIPMENT	76.07
250830		008450	KNOWBE4, INC	1,822.50
250831	*	000362	KROGER COMPANY	39.97
250832		005876	KROPF MECHANICAL SERVICE COMPANY	968.72
250833		005550	LEE & ASSOCIATES CO., INC.	2,455.11
250834		008172	MANPOWER	153.00
250835		008479	MD SOLUTIONS, INC	92.70
250836		001660	MICHIGAN CAT	4,289.14
250837		000230	MIKE SAVOIE CHEVROLET INC	455.52
250838		007755	NETWORK SERVICES COMPANY	583.83

City of Birmingham
Warrant List Dated 06/14/2017

Meeting of 06/26/2017

Check Number	Early Release	Vendor #	Vendor	Amount
250839		001864	NOWAK & FRAUS ENGINEERS	38,232.35
250840		004755	OAKLAND CO FISCAL SVCS.41W	8,611.63
250841	*	000477	OAKLAND COUNTY	877,042.29
250842	*	008118	OAKLAND COUNTY	50.00
250843	*	000919	OAKLAND COUNTY TREASURER	41,888.77
250844		004370	OCCUPATIONAL HEALTH CENTERS	276.00
250845	*	000481	OFFICE DEPOT INC	1,030.01
250846		006027	PENCHURA, LLC	209.30
250847	*	001753	PEPSI COLA	275.52
250848		006182	PERFORMANCE LINE TOOLS CENTER	349.98
250849	*	003352	JAMIE CATHERINE PILLOW	628.00
250850	*	008418	PIPETEK INFRASTRUCTURE SERVICES	35,764.51
250851	*	006697	PROGRESSIVE IRRIGATION, INC	393.00
250852		001062	QUALITY COACH COLLISION LLC	205.85
250853		006497	RNA FACILITIES MANAGEMENT	2,535.00
250854		000218	ROYAL OAK P.D.Q. LLC	42.83
250855		007142	SHERWIN-WILLIAMS COMPANY	61.86
250856	*	001097	SOCWA	157,973.84
250857		000256	SOMERSET BUICK GMC INC	180.70
250858		005787	SOUTHEASTERN EQUIPMENT CO. INC	169.05
250859		000260	SPARTAN DISTRIBUTORS INC	251.05
250860		001095	SUBURBAN/PRESTIGE GLASS	178.00
250861		005238	SUNTEL SERVICES	2,570.02
250864		004355	SYMETRA LIFE INSURANCE COMPANY	28,555.86
250865		001255	TEKNICOLORS INC	199.96
250866	*	008476	TELLY'S NURSERY	5,109.62
250868		000275	TIRE WHOLESALERS CO INC	1,514.80
250869		004379	TURNER SANITATION, INC	117.16
250870		007226	VALLEY CITY LINEN	525.45
250871		000293	VAN DYKE GAS CO.	318.82
250872		008411	VARIPRO	773.50
250873	*	000158	VERIZON WIRELESS	1,300.14
250874	*	000158	VERIZON WIRELESS	494.10
250875	*	000158	VERIZON WIRELESS	76.02
250876	*	000158	VERIZON WIRELESS	201.94
250877		004497	WATERFORD REGIONAL FIRE DEPT.	79.57
250878		007278	WHITLOCK BUSINESS SYSTEMS, INC.	1,746.51
250879	*	006642	CHRISTOPHER J. WIETZKE	800.00
250880	*	000306	WOLVERINE CONTRACTORS INC	1,993.25
250882		007083	XEROX CORPORATION	996.05
250883		000309	ZEP SALES AND SERVICE	43.39

City of Birmingham
Warrant List Dated 06/14/2017

Meeting of 06/26/2017

Check Number	Early Release	Vendor #	Vendor	Amount
Sub Total Checks:				\$1,839,726.58
Sub Total ACH:				\$108,619.86
Grand Total:				\$1,948,346.44

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



Mark Gerber
Finance Director/ Treasurer

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

6/26/2017

City of Birmingham
6/14/2017

Vendor Name	Transfer Date	Transfer Amount
Automated Benefit Services, Inc.	6/12/2017	108,619.86
TOTAL		108,619.86

City of Birmingham
Warrant List Dated 06/21/2017

Meeting of 06/26/2017

Check Number	Early Release	Vendor #	Vendor	Amount
250884	*	000855	48TH DISTRICT COURT	100.00
250885	*	000855	48TH DISTRICT COURT	100.00
250886	*	000855	48TH DISTRICT COURT	100.00
250887		002284	ABEL ELECTRONICS INC	1,862.48
250889		003708	AIRGAS USA, LLC	177.87
250890		006092	ALLIANCE OF ROUGE COMMUNITIES	3,114.00
250891		000500	ARTECH PRINTING INC	284.00
250892	*	006759	AT&T	1,005.69
250893	*	006759	AT&T	202.34
250894	*	006759	AT&T	41.20
250895	*	006759	AT&T	35.21
250896	*	006759	AT&T	26.20
250897	*	006759	AT&T	66.55
250898		MISC	B-DRY SYSTEM OF MICHIGAN INC	100.00
250899		MISC	BACKERS CONSTRUCTION INC	100.00
250903		003012	BATTERIES PLUS	179.10
250904		007345	BEVERLY HILLS ACE	78.78
250906		002231	BILLINGS LAWN EQUIPMENT INC.	8.02
250907		007624	BIRMINGHAM OIL CHANGE CENTER, LLC	39.96
250909		MISC	BLACK & VEATCH	200.00
250911		MISC	BLOOMFIELD CONSTRUCTION CO	500.00
250912		MISC	BLUE STAR	500.00
250913		000546	KAREN D. BOTA	2,050.00
250914		008475	BRENDEL'S SEPTIC TANK SERVICES LLC	80.00
250915		MISC	BREWER ROOFING	100.00
250916		MISC	BRIXNSTONE LLC	200.00
250918		MISC	BULGARELLI, PAUL	2,500.00
250919	*	006177	BULLSEYE TELECOM INC	106.91
250921		007732	CAPITAL TIRE, INC.	289.86
250922		MISC	CARNOVALE CONSTRUCTION INC	100.00
250923		008483	CAULKING UNLIMITED INC	1,600.00
250924		008483	CAULKING UNLIMITED INC	800.00
250928		001718	CHIEF SUPPLY CORPORATION	1,375.00
250929		000605	CINTAS CORPORATION	74.02
250930	*	008006	CLEAR RATE COMMUNICATIONS, INC	1,321.68
250931		MISC	COISMO PROPERTIES LLC	2,000.00
250932	*	007625	COMCAST	254.85
250935		MISC	CONTINENTAL BUILDING CO INC	100.00
250936		MISC	CUDA CONSTRUCTION LLC	100.00
250937		003923	CUMMINS BRIDGEWAY LLC	365.70
250939		MISC	DAN LYNCH	737.40
250940		008005	DE LAGE LANDEN FINANCIAL SVCS INC	173.75
250941		001563	DEAF & HEARING IMPAIRED SERV INC	1,175.13

City of Birmingham
Warrant List Dated 06/21/2017

Meeting of 06/26/2017

Check Number	Early Release	Vendor #	Vendor	Amount
250944		MISC	DJL3 LLC	2,500.00
250945		MISC	DM HOMES OF METRO DETROIT LLC	2,500.00
250946		000190	DOWNRIVER REFRIGERATION	52.60
250947	*	000180	DTE ENERGY	8,231.98
250948		MISC	DUNBAR CONSTRUCTION INC	200.00
250949		MISC	ELEGANT STAMPED CONCRETE INC	200.00
250950		001495	ETNA SUPPLY	3,150.00
250951		MISC	FAIRWAY CONSTRUCTION CO INC	200.00
250952		MISC	FATHER & SON CONSTRUCTION CO	200.00
250954		000213	FIRE DEFENSE EQUIP CO INC	65.75
250955		007782	FIRE STATION SOFTWARE LLC	315.00
250956		007366	FIRST ADVANTAGE OCCUPATIONAL	15.00
250957		007314	FLEIS AND VANDENBRINK ENG. INC	4,639.21
250958		MISC	FRANKS 1ST CLASS BUILDING	100.00
250959		001056	GALLS, LLC	329.70
250960		007172	GARY KNUREK INC	553.66
250961		MISC	GITTLEMAN CONSTRUCTION INC.	200.00
250962		MISC	GLANCY, ANNELIESE	100.00
250963		005395	GOOSE BUSTERS!	120.00
250964		004604	GORDON FOOD	560.93
250965		008293	GRAINGER	664.00
250966		007099	GRANICUS, INC.	1,737.00
250967		MISC	GREAT LAKES CUSTOM BUILDER LLC	2,000.00
250968	*	008382	GREAT LAKES PORTABLE STORAGE LLC	338.00
250969		MISC	GRENNAN CONSTRUCTION	100.00
250972		001531	GUNNERS METER & PARTS INC	2,082.00
250973		001447	HALT FIRE INC	321.51
250974		006346	HARRELL'S LLC	5,454.00
250975		006845	HAWTHORNE	45.00
250976		003701	HD SUPPLY WATERWORKS, LTD	302.40
250977		MISC	HM HOMES LLC	13,572.17
250979		MISC	HOLMES, TIMOTHY ALDRICH	100.00
250980		MISC	HOLY NAME CHURCH	100.00
250981		MISC	HOME DEPOT AT-HOME SERVICES	100.00
250982		MISC	HOME INSPECTION PLUS INC	200.00
250983		MISC	IBARRA'S LANDSCAPING	100.00
250984		MISC	IDEAL BUILDERS AND REMODELING INC	2,500.00
250986		MISC	IRONGATE OF BIRMINGHAM LLC	200.00
250987		MISC	ISC SERVICES INC.	500.00
250988		MISC	ITEC ENTERPRISES LLC	300.00
250989		002407	J & B MEDICAL SUPPLY	11.10
250990		MISC	J. WILLIS COMPANY	200.00
250991		MISC	JAMES M LEVINE	2,000.00

City of Birmingham
Warrant List Dated 06/21/2017

Meeting of 06/26/2017

Check Number	Early Release	Vendor #	Vendor	Amount
250992		MISC	JEFFREY ALAN KONDRATH	100.00
250993		003458	JOE'S AUTO PARTS, INC.	458.67
250994		MISC	JORDAN D LONDON TRUST	900.00
250995		MISC	JORDAN D LONDON TRUST	5,000.00
250996		005350	KLM BIKE & FITNESS INC	50.96
250997		006370	KLM SCAPE & SNOW LLC	33,790.00
250998		004085	KONE INC	1,582.25
250999	*	000362	KROGER COMPANY	99.73
251000		MISC	KROLL CONSTRUCTION CO	100.00
251001		MISC	KUZA, STEVEN	900.00
251002		MISC	LANDAUER LLC	700.00
251003		MISC	LANGE BUILDING COMPANY LLC	500.00
251004		MISC	LARSON CONSTRUCTION LLC	900.00
251005		MISC	LEIF DOUGLAS HIGLEY	100.00
251006		MISC	LEWAND CUSTOM HOMES LLC	100.00
251010		MISC	LIVE WELL CUSTOM HOMES LLC	2,500.00
251011		MISC	LIVIDINI & WATSON BUILDING LLC	900.00
251012		008158	LOGICALIS INC	10,000.00
251014		MISC	LOWMAN, PATRICK J	2,000.00
251016		MISC	LUTZ ROOFING COMPANY INC	500.00
251017		MISC	MARANGON BUILDERS LLC	400.00
251018		MISC	MARCUS SCHRENK	800.00
251019		MISC	MARK AND MARY ALHERMIZI FAMILY TRST	2,500.00
251021		MISC	MC GLINCH & SONS CO	100.00
251022		MISC	METRO DETROIT SIGNS INC	200.00
251023		MISC	MG BRICK RESTORATION	100.00
251024	*	008487	MI EDUCATION SAVINGS PROGRAM	300.00
251025		MISC	MICHAEL BIRACH	900.00
251026		MISC	MICHAEL S DUL & ASSOC., INC	360.00
251027		000377	MICHIGAN MUNICIPAL LEAGUE	65.90
251029		MISC	MICHIGAN PARKINSON FOUNDATION	50.00
251030	*	007010	STATE OF MICHIGAN	3,367.84
251031	*	007659	MICHIGAN.COM #1008	65.00
251035		MISC	MILLER GARAGE BLDG CO.	500.00
251036		007163	MOBILE HEALTH RESOURCES	1,228.80
251037	*	007462	MICHAEL MORAD	90.08
251038		002964	MR. GAS INC	206.00
251040		MISC	MURPHY, MICHAEL J	200.00
251043		MISC	NEON MASTERS	200.00
251044	*	007856	NEXT	968.00
251045		MISC	NOE, GENE D	500.00
251046		006359	NYE UNIFORM COMPANY	1,348.75
251047		007502	OAKLAND COUNTY	100.00

City of Birmingham
Warrant List Dated 06/21/2017

Meeting of 06/26/2017

Check Number	Early Release	Vendor #	Vendor	Amount
251048		004370	OCCUPATIONAL HEALTH CENTERS	158.25
251050	*	000481	OFFICE DEPOT INC	2,326.38
251051	*	000481	OFFICE DEPOT INC	128.80
251052		MISC	OLDE WORLD HOMES LLC	500.00
251054		001325	P.K. CONTRACTING INC	1,750.00
251055	*	003588	PATRIOT 2000 INC.	1,378.00
251056		MISC	PCI INDUSTRIES, INC.	300.00
251057		MISC	PELLA WINDOWS AND DOORS	1,000.00
251059		MISC	PETERSON, WIAND, BOES & COMPANY	1,400.00
251060		001277	PHYSIO-CONTROL CORP.	417.84
251062		002518	PITNEY BOWES INC	101.99
251064		MISC	PRO HOME IMPROVEMENT INC	100.00
251065		006697	PROGRESSIVE IRRIGATION, INC	4,124.26
251066		MISC	RANDY ERIC COPEN	100.00
251067	*	008404	PETE REALY	197.92
251068		001334	RECIPROCAL ELEC COUNCIL INC	50.00
251070		000286	RESIDEX LLC	1,471.75
251072		MISC	ROBERT JOSEPH WOZNAK	100.00
251073		000495	ROCHESTER LAWN EQUIPMENT CENTER INC	68.84
251074		MISC	ROCK BUILDING COMPANY INC	1,900.00
251075	*	002806	SAM'S CLUB/SYNCHRONY BANK	866.04
251076		MISC	SCOTT QUALITY HOMES II LLC	2,000.00
251078		003483	SHERWIN WILLIAMS COMPANY	66.20
251080		004202	SHRED-IT USA	121.97
251081		MISC	SINGLE PLY INTERNATIONAL OF MI	500.00
251082	*	008073	SITEONE LANDSCAPE SUPPLY, INC	500.40
251083		MISC	SKANSKA USA	1,000.00
251084		MISC	SMITH'S WATERPROOFING	100.00
251085		000254	SOCRRA	69,616.00
251089		000260	SPARTAN DISTRIBUTORS INC	238.51
251090		006783	STATE OF MICHIGAN	30.00
251091		004544	STRYKER SALES CORPORATION	964.20
251092		MISC	SUN AND FUN POOLS	200.00
251093		MISC	SUNRISE GARAGE BUILDERS INC	100.00
251094		MISC	SUZANNE C MILLER COREY JACOBY	200.00
251095		MISC	TEMPLETON BUILDING COMPANY	2,400.00
251096		000273	TERMINAL SUPPLY CO.	17.70
251097		MISC	TERRA PRIMA LANDSCAPE	100.00
251098		MISC	TG HOMES	300.00
251099		MISC	TG HOMES LLC	200.00
251100		MISC	THE BENEICKE GROUP	2,500.00
251101		MISC	THOMAS, MICHAEL	1,000.00
251102		000275	TIRE WHOLESALERS CO INC	156.00

City of Birmingham
Warrant List Dated 06/21/2017

Meeting of 06/26/2017

Check Number	Early Release	Vendor #	Vendor	Amount
251103		006375	TRADEMASTER, INC	2,334.00
251104		MISC	TRESNAK CONSTRUCTION INC	100.00
251105		MISC	TRI PHASE COMMERCIAL CONST LLC	600.00
251106		000155	TYCO INTEGRATED SECURITY LLC	225.00
251107		005806	ULINE	269.15
251110	*	000158	VERIZON WIRELESS	120.12
251111	*	000158	VERIZON WIRELESS	417.27
251112		MISC	WALLSIDE INC	500.00
251113		MISC	WENDELLS ROOFING AND REMODELING INC	200.00
251114		MISC	WESTENBERG, RICHARD J	100.00
251116		MISC	WIAND, LYNN M	2,000.00
251117	*	005794	WINDSTREAM	725.09
251118		000306	WOLVERINE CONTRACTORS INC	821.50
251119		004512	WOLVERINE POWER SYSTEMS	369.29
251120		MISC	WOOD, BRIAN D	500.00
251121	*	003890	LAUREN WOOD	525.00
251124		MISC	ZAREMBA & COMPANY	100.00
Sub Total Checks:				<u>\$267,876.16</u>
Sub Total ACH:				<u>\$56,974.10</u>
Grand Total:				<u><u>\$324,850.26</u></u>

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



Mark Gerber
Finance Director/ Treasurer

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

6/26/2017

City of Birmingham
6/21/2017

Vendor Name	Transfer Date	Transfer Amount
Automated Benefit Services, Inc.	6/19/2017	56,974.10
TOTAL		56,974.10

June 7, 2017

Birmingham City Commission
151 Martin Street, P.O. Box 3001
Birmingham, MI 48012-3001

Re: *MCImetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services Right-of-Way METRO Act Safe Harbor Application and Safe Harbor Bi-lateral Permit*

Dear Commissioners:

The City of Birmingham received the above permit application and permit from Verizon Access Transmission Services. On June 5, 2017 the City received a completed permit application in compliance with the mandates of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act (METRO). Verizon Access Transmission Services is required to submit the Safe Harbor Application, and it chose to file the Safe Harbor Bi-lateral Permit format. The City of Birmingham has 45 days from the date of the application to either approve or deny the application and permit.

I have reviewed the Safe Harbor application and permit, as well as the attached documents that Verizon Access Transmission Services filed with the City.

SAFE HARBOR APPLICATION

As mentioned above, the application is the Safe Harbor Application that was approved by the Michigan Public Service Commission (MPSC) for use by telecommunications providers when those providers submit such applications and permits. Moreover, the METRO Act has incorporated by reference the Safe Harbor documents in the statute itself. **The Application complies with the mandates of the statute, and is complete.**

SAFE HARBOR BI-LATERAL PERMIT

Just as the MPSC has approved the language and format of the Safe Harbor Application, the MPSC has also approved and adopted the Bi-lateral Permit format as one of two formats available to providers. The provider is to fill out the information in the permit and, once complete, file it with the municipality.

Beier Howlett

Birmingham City Commission
June 7, 2017
Page 2

I have reviewed the permit submitted by Verizon Access Transmission Services, and the permit complies with the requirements of the statute.

RECOMMENDATION

Based upon my review of the application, permit, and the METRO Act, it is my recommendation that the Commission approve the application and permit submitted by Verizon Access Transmission Services.

If you have any questions, please do not hesitate to contact me.

Very truly yours,

BEIER HOWLETT, P.C.



Timothy J. Currier

TJC/jc

SUGGESTED RESOLUTION:

Resolution approving the Verizon Access Transmission Services Right-of-Way Metro Act Safe Harbor Application and Safe Harbor Bi-Lateral Permit.

**RESOLUTION APPROVING VERIZON ACCESS TRANSMISSION
SERVICES RIGHT-OF-WAY METRO ACT SAFE HARBOR
APPLICATION AND SAFE HARBOR BI-LATERAL PERMIT**

Moved by: _____

Seconded by: _____

WHEREAS, the City received a permit application and permit from MCImetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services with documentation attached on June 5, 2017; and,

WHEREAS, the METRO Safe Harbor Application complies with the mandates of statute; and,

WHEREAS, the Safe Harbor Bi-lateral Permit complies with the requirements of statute.

NOW, THEREFORE, BE IT RESOLVED the Verizon Access Transmission Services Right-of-Way METRO Safe Harbor Application and Safe Harbor Bi-lateral Permit are hereby approved.

Passed, adopted and approved this _____ day of _____, 2017.

AYES:

NAYS:

PRESENT:

ABSENT:

CERTIFICATION

I, Cherilynn Brown, being the duly appointed and qualified Clerk of the City of Birmingham, Oakland County, Michigan, do hereby certify and declare that the foregoing is a true and correct copy of Resolution, the original of which is on file in my office, adopted by the City of Birmingham Commission at a regular meeting held on _____, 2017.

Cherilynn Brown, City Clerk

Gregg Diamond
Franchise & Right-of-Way Group

verizon✓
Mail Code: HQE02E90
600 Hidden Ridge
Irving, TX 75038
work: 469-262-7369
cell: 817-455-6643
gregg.diamond@verizon.com

June 2, 2017

City of Birmingham

Tim Currier – City Attorney
3001 W. Big Beaver Road, Suite 200
Troy, MI 48084

Subject: METRO ACT PERMIT

Dear Tim:

MCImetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services requests the City grant it a Bilateral Permit under the METRO Act. Verizon Access Transmission Services is seeking use of the public right-of-way to install fiber-optic facilities, as described further below.

Enclosed are three (3) copies of the application along with a check for \$500 to cover the application fee. The METRO Act states that “A municipality shall approve or deny access under this section within 45 days from the date a provider files an application for a permit for access to a public right-of-way.” MCL 484.3115(3).

Below is more background on Verizon Access Transmission Service’s planned fiber project:

- Fiber will be deployed to provide wireline, fiber-based high speed telecommunications services to existing and new small, medium and large business (enterprise) customers.
- The fiber facilities will not be used to offer wireline residential services such as home phone or cable television services.
- Fiber-optic cable will be installed within the right-of-way (underground within conduit or aerial on poles).
- In addition to installing fiber for small, medium, and large business customers, Verizon Access Transmission Services will also deploy fiber to wireless facilities.
- Verizon Access Transmission Services does not seek permission through this Metro Act Permit Application to construct or install wireless facilities. Verizon Wireless may separately seek approval in conformance with applicable law to site wireless facilities.

The route maps of the existing and proposed facilities required in Section 2.3 of the application are shown in Exhibits 1 and 2. Final design of the facilities has not been completed, thus the proposed route

map is high level and subject to change. Specific design details (e.g., aerial vs. buried, which side of the street, linear footage) will be provided during the construction permit stage.

The following exhibits are also attached:

- Exhibit 3 – MPSC order approving MCImetro's license to provide basic local exchange service
- Exhibit 4 – Certificate of Good Standing
- Exhibit 5 – Certificate of Insurance

If you have any questions regarding the application, please give me a call at 469 262-7369 or email me at gregg.diamond@verizon.com.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Gregg Diamond', with a stylized flourish at the end.

Gregg Diamond

Attachments

METRO Act Permit Application Form
Revised February 2, 2015

City of Birmingham
Name of Local Unit of Government

APPLICATION FOR
ACCESS TO AND ONGOING USE OF PUBLIC WAYS BY
TELECOMMUNICATIONS PROVIDERS
UNDER
METROPOLITAN EXTENSION TELECOMMUNICATIONS
RIGHTS-OF-WAY OVERSIGHT ACT
2002 PA 48
MCL SECTIONS 484.3101 TO 484.3120

BY

MCImetro Access Transmission Services Corp. d/b/a Verizon Access Transmission
Services
("APPLICANT")

Unfamiliar with METRO Act?--Assistance: Municipalities unfamiliar with Michigan Metropolitan Extension Telecommunications Rights-of-Way Oversight Act ("METRO Act") permits for telecommunications providers should seek assistance, such as by contacting the Telecommunications Division of the Michigan Public Service Commission at 517-284-8190 or via its web site at http://www.michigan.gov/mpsc/0,4639,7-159-16372_22707---,00.html.

45 Days to Act—Fines for Failure to Act: The METRO Act states that "A municipality shall approve or deny access under this section within 45 days from the date a provider files an application for a permit for access to a public right-of-way." MCL 484.3115(3). The Michigan Public Service Commission can impose fines of up to \$40,000 per day for violations of the METRO Act. It has imposed fines under the Michigan Telecommunications Act where it found providers or municipalities violated the statute.

Where to File: Applicants should file copies as follows [municipalities should adapt as appropriate—unless otherwise specified service should be as follows]:

-- Three (3) copies (one of which shall be marked and designated as the master copy) with the Clerk at [insert address].

City of Birmingham

Name of local unit of government

**APPLICATION FOR
ACCESS TO AND ONGOING USE OF PUBLIC WAYS BY
TELECOMMUNICATIONS PROVIDERS**

By

**MCImetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services
("APPLICANT")**

This is an application pursuant to Sections 5 and 6 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48 (the "METRO Act") for access to and ongoing usage of the public right-of-way, including public roadways, highways, streets, alleys, easements, and waterways ("Public Ways") in the Municipality for a telecommunications system. The METRO Act states that "A municipality shall approve or deny access under this section within 45 days from the date a provider files an application for a permit for access to a public right-of-way." MCL 484.3115(3).

This application must be accompanied by a one-time application fee of \$500, unless the applicant is exempt from this requirement under Section 5(3) of the METRO Act, MCL 484.3105(3).

1 GENERAL INFORMATION:

1.1 Date: May 4, 2017

1.2 Applicant's legal name: MCImetro Access Transmission Services Corp.

d/b/a Verizon Access Transmission Services

Mailing Address: 600 Hidden Ridge Dr., HQE02E90
Irving, Texas 75038

Telephone Number: (703) 694-6050

Fax Number: (703) 886-4399

Corporate website: www.verizon.com

Name and title of Applicant's local manager (and if different) contact person regarding this application:

Applicant Manager: Robert Hayes, Sr. Manager-Network Eng. & Ops.

Mailing Address: 600 Hidden Ridge Dr., HQE02E102
Irving, TX 75038

Telephone Number: (972) 457-7420

Fax Number: (972) 457-7253

E-mail Address: hayes.robert@verizon.com

Applicant Contact: Gregg Diamond, Franchise Specialist

Mailing Address: 600 Hidden Ridge Dr., HQE02E90

Irving, TX 75038

Telephone Number: (469) 262-7369

Fax Number: (972) 457-7253

E-Mail Address: gregg.diamond@verizon.com

1.3 Type of Entity: (Check one of the following)

- ☒ Corporation
☐ General Partnership
☐ Limited Partnership
☐ Limited Liability Company
☐ Individual
☐ Other, please describe: _____

1.4 Assumed name for doing business, if any:

Verizon Access Transmission Services

1.5 Description of Entity:

Certified local telecommunications provider in the State of Michigan.

1.5.1 Jurisdiction of incorporation/formation; State of Delaware

1.5.2 Date of incorporation/formation; 05/21/1998

1.5.3 If a subsidiary, name of ultimate parent company;

Verizon Communications Inc.

1.5.4 Chairperson, President/CEO, Secretary and Treasurer (and equivalent officials for non-corporate entities).

George J. Fischer - President/CEO , Steven Tungentman - Secretary, and Scott Krohn - Treasurer

1.6 Attach copies of Applicant's most recent annual report (with state ID number) filed with the Michigan Department of Licensing and Regulatory Affairs and certificate of good standing with the State of Michigan. For entities in existence for less than one year and for non-corporate entities, provide equivalent information.

Applicant will provide annual report if necessary; see attached Exhibit 4 Certificate of Good Standing

1.7 Is Applicant aware of any present or potential conflicts of interest between Applicant and Municipality? If yes, describe: No

1.8 In the past three (3) years, has Applicant had a permit to install telecommunications facilities in the public right of way revoked by any Michigan municipality?

Circle: Yes No

If "yes, "please describe the circumstances.

1.9 In the past three (3) years, has an adverse finding been made or an adverse final action been taken by any Michigan court or administrative body against Applicant under any law or regulation related to the following:

1.9.1 A felony; or No

1.9.2 A revocation or suspension of any authorization (including cable franchises) to provide telecommunications or video programming services?

Circle: Yes No

If "yes," please attach a full description of the parties and matters involved, including an identification of the court or administrative body and any proceedings (by dates and file numbers, if applicable), and the disposition of such proceedings.

1.10 [If Applicant has been granted and currently holds a license to provide basic local exchange service, no financial information needs to be supplied.] If publicly held, provide Applicant's most recent financial statements. If financial statements of a parent company of Applicant (or other affiliate of Applicant) are provided in lieu of those of Applicant, please explain.

MCImetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services holds a Certificate of Public Convenience and Necessity with the Michigan Public Service Commission.

1.10.1 If privately held, and if Municipality requests the information within 10 days of the date of this Application, the Applicant and the Municipality should make arrangements for the Municipality to review the financial statements.

If no financial statements are provided, please explain and provide particulars.

2 DESCRIPTION OF PROJECT:

2.1 Provide a copy of authorizations, if applicable, Applicant holds to provide telecommunications services in Municipality. If no authorizations are applicable, please explain.

Applicant is certified local telecommunications provider in the State of Michigan. See attached Exhibit 3.

2.2 Describe in plain English how Municipality should describe to the public the telecommunications services to be provided by Applicant and the telecommunications facilities to be installed by Applicant in the Public Ways.

Applicant is providing competitive local exchange (voice and data) services, internet access services, private line services, wireless network fronthaul and backhaul transport and provision of facility access to third parties including conduit access and dark fiber.

2.3 Attach route maps showing the location (including whether overhead or underground) of Applicant's existing and proposed facilities in the public right-of-way. To the extent known, please identify the side of the street on which the facilities will be located. (If construction approval is sought at this time, provide engineering drawings, if available, showing location and depth, if applicable, of facilities to be installed in the public right-of-way).

Route map showing applicant's existing facilities is shown in Exhibit 1.

Route map showing applicant's proposed facilities is shown in Exhibit 2. Applicant can provide additional detail in the coming months as we finalize our high-level design and move in to the permitting stage of our project.

2.4 Please provide an anticipated or actual construction schedule.

Construction to begin July 2017 and phased-in over 3 years ending in mid-year 2020.

2.5 Please list all organizations and entities which will have any ownership interest in the facilities proposed to be installed in the Public Ways. Only MCImetro Access Transmission Services Corp.

2.6 Who will be responsible for maintaining the facilities Applicant places in the Public Ways and how are they to be promptly contacted? If Applicant's facilities are to be installed on or in existing facilities in the Public Ways of existing public utilities or incumbent telecommunications providers, describe the facilities to be used, and provide verification of their consent to such usage by Applicant.

All existing facilities are operated and maintained by applicant's local staff identified in Sec. 3.3

3 TELECOMMUNICATION PROVIDER ADMINISTRATIVE MATTERS:

Please provide the following or attach an appropriate exhibit.

3.1 Address of Applicant's nearest local office;
John Irving, Senior Technician, 21500 Melrose Ave, Southfield, MI 48075; (313) 220-8688 (office) john.t.irving@one.verizon.

3.2 Location of all records and engineering drawings, if not at local office;
Mark Wingate, Senior Manager, 400 International Parkway, Richardson, TX
75081; (469) 886-4230 (office), mark.wingate@one.verizon.com

3.3 Names, titles, addresses, e-mail addresses and telephone numbers of contact person(s) for Applicant's engineer or engineers and their responsibilities for the telecommunications system;

John Irving, Senior Technician
21500 Melrose Ave.
Southfield, MI 48075
313-220-8688
E-mail: john.t.irving@one.verizon.com

3.4 Provide evidence of self-insurance or a certificate of insurance showing Applicant's insurance coverage, carrier and limits of liability for the following:

See Certificate of Insurance in attached Exhibit 5.

3.4.1 Worker's compensation;

3.4.2 Commercial general liability, including at least:

3.4.2.1 Combined overall limits;

3.4.2.2 Combined single limit for each occurrence of bodily injury;

3.4.2.3 Personal injury;

3.4.2.4 Property damage;

3.4.2.5 Blanket contractual liability for written contracts, products, and completed operations;

3.4.2.6 Independent contractor liability;

3.4.2.7 For any non-aerial installations, coverage for property damage from perils of explosives, collapse, or damage to underground utilities (known as XCU coverage);

3.4.2.8 Environmental contamination;

3.4.3 Automobile liability covering all owned, hired, and non-owned vehicles used by Applicant, its employee, or agents.

3.5 Names of all anticipated contractors and subcontractors involved in the construction, maintenance and operation of Applicant's facilities in the Public Ways.

Henkels and McCoy

4 CERTIFICATION:

All the statements made in the application and attached exhibits are true and correct to the best of my knowledge and belief.

NAME OF ENTITY ("APPLICANT")

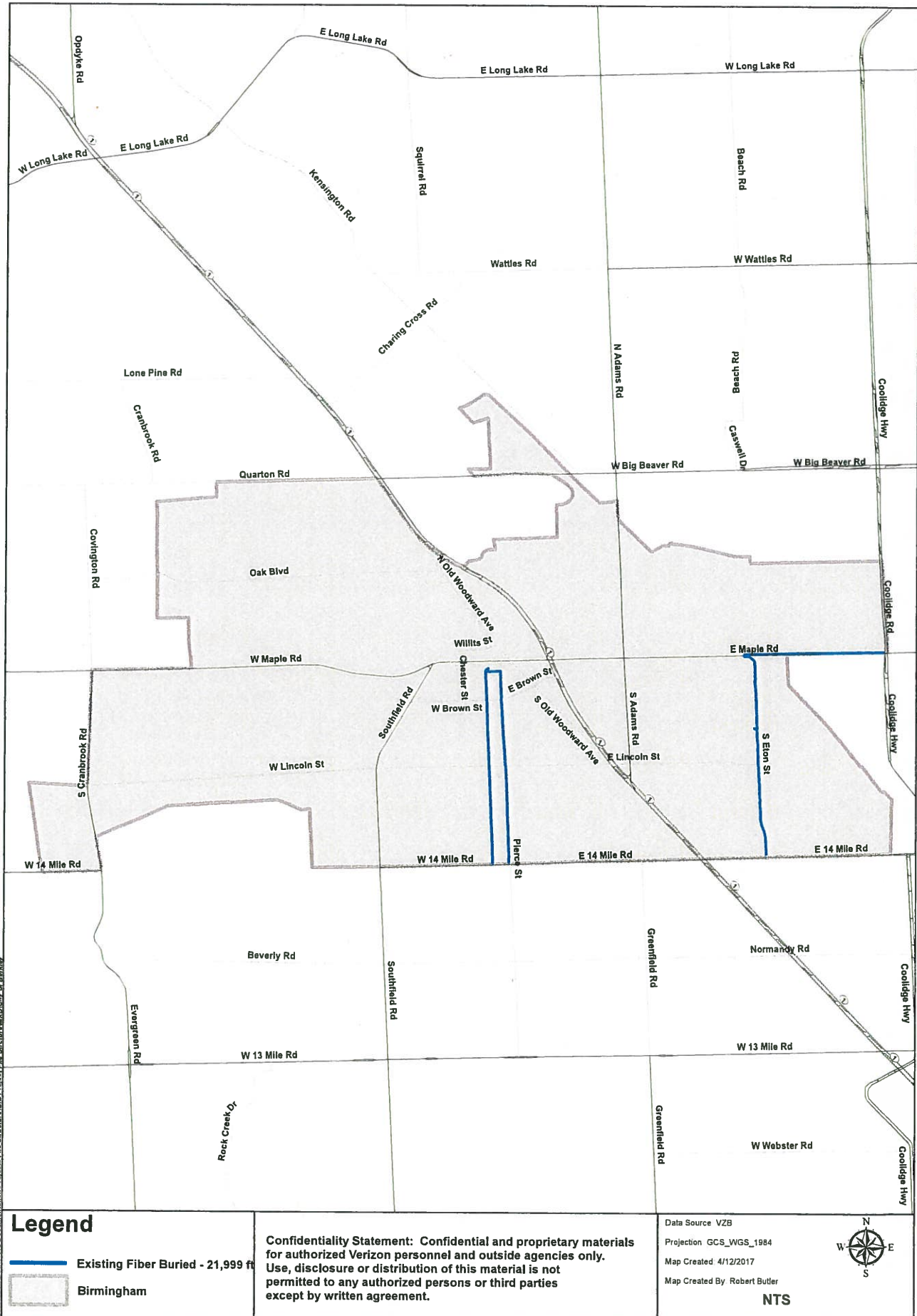
MCImetro Access Transmission Services Corp.

June 2, 2017
Date

By: 
Type or Print Name: Gregg Diamond
Title: Franchise Specialist

S:\metroapplicationform.doc

MCImetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services
METRO Act Permit
City of Birmingham, MI.



C:\Robert Butler\GIS Documentation\Projects File Structure\MXD\City of Berkeley

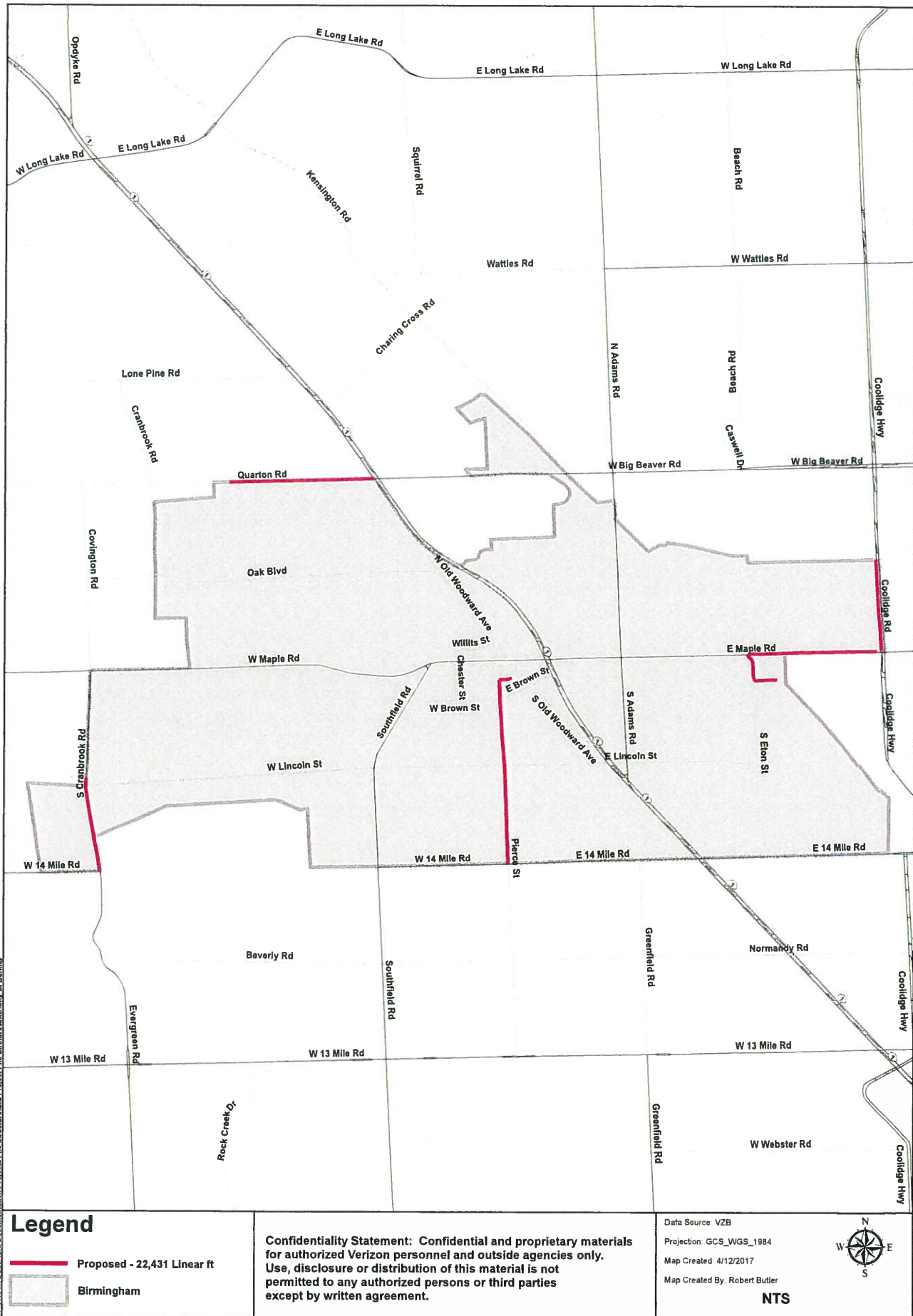


EXHIBIT 3

STATE OF MICHIGAN

Michigan Public Service Commission

I, Dorothy Wideman, Executive Secretary of the Michigan Public Service Commission, certify with the Michigan Public Service Commission seal, that the attached copy of the Order in Case No. U-11345 dated June 5, 1997,

in the matter of the application of
**MCImetro ACCESS TRANSMISSION
SERVICES, INC.**, to amend its license to
provide basic local exchange services in all
Michigan exchanges currently serviced by
Ameritech Michigan and GTE North
Incorporated,

is a true and complete copy of the original.

Sealed and signed at Lansing,
Michigan, on December 10, 1998

A handwritten signature in black ink, appearing to read 'D. Wideman', with a long horizontal flourish extending to the right.

Executive Secretary
Dorothy Wideman

STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

* * * * *

In the matter of the application of)
MCIMETRO ACCESS TRANSMISSION SERVICES,)
INC., to amend its license to provide basic local)
exchange services in all Michigan exchanges)
currently serviced by Ameritech Michigan and)
GTE North Incorporated.)
_____)

Case No. U-11345

At the June 5, 1997 meeting of the Michigan Public Service Commission in Lansing,
Michigan.

PRESENT: Hon. John G. Strand, Chairman
Hon. John C. Shea, Commissioner
Hon. David A. Svanda, Commissioner

OPINION AND ORDER

On March 21, 1997, MCImetro Access Transmission Services, Inc., (MCI) filed an application to expand its license to provide basic local exchange service, pursuant to the Michigan Telecommunications Act, MCL 484.2101 et seq.; MSA 22.1469(101) et seq. MCI proposes to provide service to customers in all Michigan exchanges currently served by Ameritech Michigan and GTE North Incorporated (GTE), including those exchanges that GTE proposed to transfer to PTI Communications of Michigan, Inc.

On March 24, 1997, the Commission directed MCI to publish a notice of opportunity to comment in newspapers of general circulation in MCI's proposed service area. The Commis-

sion Staff was the only party to file comments. It noted a concern, but does not oppose the granting of the application.

The Commission FINDS that:

- a. Jurisdiction is pursuant to 1991 PA 179, as amended by 1995 PA 216, MCL 484.2101 et seq.; MSA 22.1469(101) et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; MSA 3.560(101) et seq.; and the Commission's Rules of Practice and Procedure, as amended, 1992 AACS, R 460.17101 et seq.
- b. Amending MCI's license to provide basic local exchange service is in the public interest.
- c. MCI should continue to be bound by the regulatory requirements for basic local exchange service set forth in the Commission's March 29, 1995 order in Case No. U-10610.

THEREFORE, IT IS ORDERED that:

- A. The license of MCImetro Access Transmission Services, Inc., to provide basic local exchange service is amended to include all Michigan exchanges currently served by Ameritech Michigan and GTE North Incorporated.
- B. MCImetro Access Transmission Services, Inc., shall continue to be bound by the regulatory requirements for basic local exchange service set forth in the Commission's order in Case No. U-10610.
- C. Before commencing service, MCImetro Access Transmission Services, Inc., shall submit its tariff to reflect the scope of the services that it will offer.

The Commission reserves jurisdiction and may issue further orders as necessary.

Any party desiring to appeal this order must do so in the appropriate court within 30 days after issuance and notice of this order, pursuant to MCL 462.26; MSA 22.45.

MICHIGAN PUBLIC SERVICE COMMISSION

/s/ John G. Strand
Chairman

(S E A L)

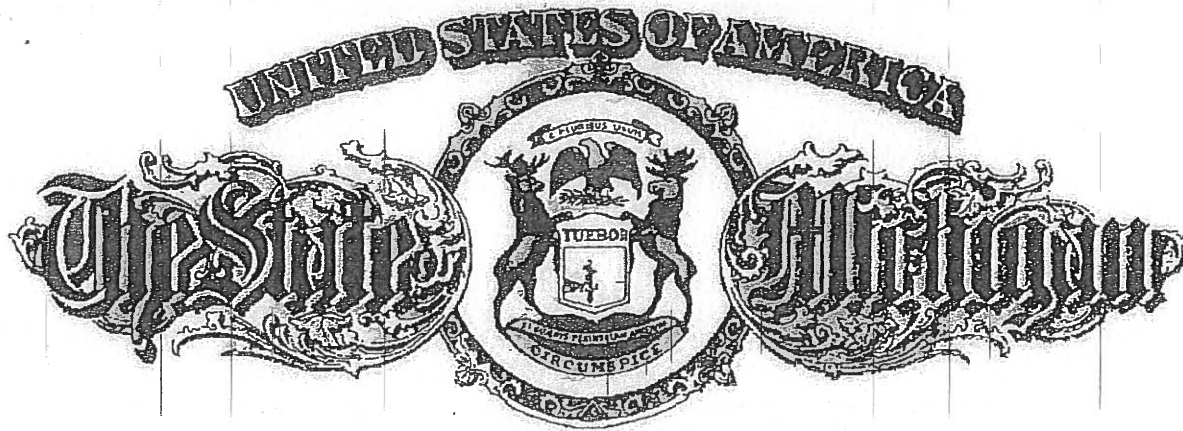
/s/ John C. Shea
Commissioner

/s/ David A. Svanda
Commissioner

By its action of June 5, 1997.

/s/ Dorothy Wideman
Its Executive Secretary

EXHIBIT 4



Department of Licensing and Regulatory Affairs
Lansing, Michigan

This is to Certify That

MCIMETRO ACCESS TRANSMISSION SERVICES CORP.

a(n) DELAWARE profit corporation, was validly authorized on December 9, 2016, to transact business in Michigan, and that said corporation holds a valid certificate of authority to transact business in this state.

This certificate is issued pursuant to the provisions of 1972 PA 284, as amended, to attest to the fact that the corporation is in good standing in Michigan as of this date and is duly authorized to transact business in this state any business of the character set forth in its application which a domestic corporation formed under this act may lawfully conduct

This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States



Sent by Facsimile Transmission
1436722

In testimony whereof, I have hereunto set my hand, in the City of Lansing, this 27th day of February, 2017.

Julia Dale

Julia Dale, Director
Corporations, Securities & Commercial Licensing Bureau

EXHIBIT 5



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
04/27/2017

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 have ADDITIONAL INSURED provisions or 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 Aon Risk Services Northeast, Inc. New York NY Office 199 Water Street New York NY 10038-3551 USA		CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:																			
INSURED MCImetro Access Transmission Services Corp. 1095 Avenue of the Americas New York NY 10036 USA		INSURER(S) AFFORDING COVERAGE <table border="1"><tr><td>INSURER A:</td><td>National Union Fire Ins Co of Pittsburgh</td><td>19445</td></tr><tr><td>INSURER B:</td><td>New Hampshire Ins Co</td><td>23841</td></tr><tr><td>INSURER C:</td><td>Illinois National Insurance Co</td><td>23817</td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>		INSURER A:	National Union Fire Ins Co of Pittsburgh	19445	INSURER B:	New Hampshire Ins Co	23841	INSURER C:	Illinois National Insurance Co	23817	INSURER D:			INSURER E:			INSURER F:		
INSURER A:	National Union Fire Ins Co of Pittsburgh	19445																			
INSURER B:	New Hampshire Ins Co	23841																			
INSURER C:	Illinois National Insurance Co	23817																			
INSURER D:																					
INSURER E:																					
INSURER F:																					

Holder Identifier :

COVERAGES

CERTIFICATE NUMBER: 570066256579

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.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	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 checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GL Includes X,C,U GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GL3796651	06/30/2016	06/30/2017	EACH OCCURRENCE \$5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$5,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$5,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$5,000,000
A	AUTOMOBILE LIABILITY			CA 774-21-38 AOS CA 774-21-39 MA CA 774-21-40 VA	06/30/2016	06/30/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB DED RETENTION						EACH OCCURRENCE AGGREGATE
B	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC020681870 AOS WC020681871 MN	06/30/2016	06/30/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

Certificate No : 570066256579

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

Named Insured includes: MCImetro Access Transmission Services Corp. dba Verizon Access Transmission Services. City of Birmingham is included as Additional Insured with respect to the General Liability and Automobile Liability policies. The General Liability policy shall apply as Primary Insurance to each Additional Insured listed herein. The above-referenced General Liability policy shall cover the Tort Liability of the Certificate Holder assumed under the underlying agreement between parties for which the certificate has been issued.

CERTIFICATE HOLDER**CANCELLATION**

City of Birmingham Attn: Cherilynn Brown 151 Martin Street Birmingham MI 48012 USA	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 <i>Aon Risk Services Northeast Inc</i>



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED MCImetro Access Transmission	
POLICY NUMBER See Certificate Number: 570066256579			
CARRIER See Certificate Number: 570066256579	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	WORKERS COMPENSATION						
A		N/A		WC020681872 CA	06/30/2016	06/30/2017	
C		N/A		WC020681873 FL	06/30/2016	06/30/2017	
B		N/A		WC020681874 ME	06/30/2016	06/30/2017	
B		N/A		WC020681875 NJ, NY, TX, VA	06/30/2016	06/30/2017	
B		N/A		WC020681876 MA, ND, OH, WA, WI, WY	06/30/2016	06/30/2017	



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
04/27/2017

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 have ADDITIONAL INSURED provisions or 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 Aon Risk Services Northeast, Inc. New York NY Office 199 Water Street New York NY 10038-3551 USA		CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): 800-363-0105 E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		NAIC #	
INSURED Verizon Communications Inc. 1095 Avenue of the Americas New York NY 10036 USA		INSURER A: AIG Specialty Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

Holder Identifier :

COVERAGES**CERTIFICATE NUMBER:** 570066256583**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.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	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:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input type="checkbox"/> N / A						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT
A	Env Site Liab			PLS9996871	12/01/2015	12/01/2020	Occurrence Aggregate \$500,000 \$500,000

Certificate No : 570066256583

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

Named Insured includes: MCImetro Access Transmission Services Corp. dba Verizon Access Transmission Services. City of Birmingham is included as Additional Insured with respect to the Pollution Liability policy.

CERTIFICATE HOLDER**CANCELLATION**

City of Birmingham Attn: Cherilynn Brown 151 Martin Street Birmingham MI 48012 USA	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 <i>Aon Risk Services Northeast Inc</i>

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MEMORANDUM

Department of Public Services

DATE: June 15, 2017

TO: Joseph A. Valentine, City Manager

FROM: Lauren A. Wood, Director of Public Services

SUBJECT: Road Patch Hot Box Purchase

The Department of Public Services uses hot and cold road patch to maintain major and local roadways throughout Birmingham. In addition to filling potholes and utility cuts, patch is also used to repair sidewalk trip hazards.

Cold patch is composed of larger aggregate material, and a viscous emulsion that adheres to exposed pavement. Hot patch, by contrast, is composed of finer aggregates, and is applied hot.

In filling utility cuts or large sections of damaged roadway, DPS prefers hot patch due to its ease of application and superior durability. Unlike cold patch, however, which may be stored at the DPS facility for use as needed, hot patch must be picked up from a batch processing plant where it is heated prior to application, and must be used before it cools and hardens. This requires closely estimating the quantities needed in order to avoid wasted product, and, because the load of material is transported on an open flat-bed dump truck, cooling can occur rapidly.

Falcon Asphalt Repair Equipment of Midland offers a 4-ton asphalt hot box trailer that allows road crews to take delivery of processed hot patch and maintain its temperature through the course of a work shift, eliminating the urgency to place the product, and reducing waste. This equipment also features an over-night warming option that can preserve the product until the subsequent shift, allowing DPS to use hot patch more frequently for routine roadway patching and sidewalk repairs. Additionally, significant cost savings can be realized; delivered cold patch costs approximately \$116/ton, compared to \$53/ton for batch plant processed hot patch.

The unit offered by Falcon Equipment is available for purchase through the State of Michigan Mi-Deal Extended Purchasing contract #071B770092.

The Department of Public Services recommends the purchase of a 4-ton asphalt hot box trailer from Falcon Asphalt Repair Equipment, totaling \$23,105.69. Funds for this purchase are available in the Automotive Equipment Fund, account #641-441.006-971.0100. Delivery is expected within one week of purchase approval.

SUGGESTED RESOLUTION:

To approve the purchase of a 4-ton hot box patch trailer from Falcon Asphalt Repair Equipment through the State of Michigan extendable purchasing contract #071B770092 in the amount of \$23,105.69 from account #641-441.006-971.0100.



MEMORANDUM

Department of Public Services

DATE: June 19, 2017

TO: Joseph A. Valentine, City Manager

FROM: Lauren A. Wood, Director of Public Services

SUBJECT: Springdale Pavilion Concrete Project – Change Orders Approval

The new concrete floor replacement project was awarded to Luigi Ferdinandi & Son Cement Co. in an amount not to exceed \$57,900.00 by the City Commission on April 13, 2017, see attached. The project scope includes: removal of the existing concrete (66' x 45') and replacement with 6" reinforced concrete on a base. Also, the work includes the addition of edge drain surrounding the concrete to be tied into the catch basin in the parking area by directional bore. Shortly after the project began last month on May 2, 2017 it was discovered the foundations were in need of reconstruction due to shifting up and down over the years.

The pavilion was constructed in 1991. It was discovered the footings for the eight posts on the entire north side of the pavilion were not placed deep enough. They should have been 42" below grade. The unforeseen conditions were only discovered after the concrete surface was removed from underneath the pavilion. At such discovery, I contacted G2 Consulting Group to inspect the site and assist the City to provide a recommendation for next steps to remedy the uncovered unknown condition at the pavilion. The G2 Consulting Group is under contract with the City of Birmingham as an engineering consultant that specializes in soils and construction engineering projects. Find attached the reports from G2 on the required work to reconstruct the foundations.

In turn, several change orders have been executed, with the majority of the additional total project cost related to the foundations and removing old posts and replacing with new posts. The two most significant were Change Order Request #3 in the amount of \$27,300 for the removal and replacement of the new columns on the north side and Change Order #4 in the amount of \$17,600 was due to the saturated soils found at the base of these posts. Some of the change orders were at the request of the Building Department. The six change orders are detailed on the attachments following the invoice from Luigi for a complete project cost of \$108,098.00.

The original budget of \$42,000 was only for a concrete floor replacement and did not include the addition of the edge drain or account for any unforeseen circumstances. A budget amendment is not necessary for the increase of \$66,098 to this project, since funds are available for this project from the same Capital Projects Fund, account #401-751.001-981.0100. There is \$104,000 remaining in this fund as the result of projects no longer occurring or beginning during the 2016-2017 budget year.

There are two flags of concrete holding water on the south side of the pavilion and need to be replaced, as per the Building Official. Attached you will find a copy of the Building Permit which declares the pavilion approved for temporary occupancy until the two flags of concrete are removed and replaced by the Contractor before re-inspection. Because the shelter is used with frequency and rented regularly, we are attempting to schedule Luigi in to perform the work at the first available opening. This coordination is underway at this time. As a result, since there is an outstanding punch-list to perform, I am recommending a five percent (5%) retainage of the total project cost until the work is performed and approved after it is reinspected. The percentage amount is normal and customary practice for inspected projects with outstanding items, in order to release some funds. The retainage amounts to \$5,404.90.

SUGGESTED RESOLUTION:

To approve Change Order Numbers 1-6 to the Springdale Pavilion Concrete Project, in the amount not to exceed \$108,098.00, to Luigi Ferdinandi & Son Cement Company for a new concrete floor and foundation reconstruction. Further, to authorize the payment amount of \$102,693.10 until final inspection and approval is provided by the Building Department. After which time, the remaining balance of \$5,404.90 will be paid. Funds for this project are available in the Capital Projects Fund account #401-751.001-981.0100.



MEMORANDUM

Department of Public Services

DATE: April 3, 2017

TO: Joseph A. Valentine, City Manager

FROM: Lauren A. Wood, Director of Public Services

SUBJECT: New Concrete Floor at Springdale Pavilion

Springdale Pavilion, located at Springdale Park and Golf Course is a highly used Pavilion, available to residents and non-residents for a rental fee. This shelter is available as a facility rental beginning April through October and is consistently booked especially on weekends, especially during the summer months. The concrete floor of the pavilion is in need of replacement. Upon approval and weather permitting, the goal would be to complete this project no later than early May, in time for the busiest rental season. The project scope includes: removal of the existing concrete (66' x 45') and replacement with 6" reinforced concrete on a base. Also, the work includes the addition of edge drain surrounding the concrete to be tied into the catch basin in the parking area by directional bore. This will help to prevent water from settling underneath the concrete, a condition that currently exists and has contributed to the heaving of the concrete floor.

Sealed bids were opened on Tuesday, March 7, 2017 for the Springdale Pavilion, New Concrete Floor. The request for proposal (RFP) was entered into the Michigan Inter-governmental Trade Network (MITN) purchasing system. Five (5) vendors responded submitting the results below.

Company	Proposed Cost	Meet Specifications
Optimum Contracting Solutions	\$46,775.00	No
DMC Consultants	\$49,350.00	No
Luigi Ferdinandi & Son Cement Co.	\$57,900.00	Yes
Audia Concrete Construction, Inc.	\$59,621.00	Yes
Midtown Group, LLC	\$69,700.00	No

The three lowest bidders were closely reviewed by an evaluation panel consisting of the Department of Public Services and Department of Engineering staff members. Bids were evaluated by the following criteria, as specified in the bid specifications:

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

This shelter/pavilion is used and rented on a regular basis, over 60 permits per season. Its location is high profile and the quality of work is expected to be superior. Upon review of all of the proposals including whether or not they met the requirements of the RFP, additional information was garnered from the bidders in order to select a vendor to serve the City's best interest. Also, based on the quantity of concrete for this work, we have a general idea of the going rate and what the City should be charged for the work. Two out of the five bidders specialize in concrete work and were within \$2,000 of each other; which are Luigi Ferdinandi & Son Cement Co. and Audia Concrete Construction, Inc.

The lowest bidder, Optimum Contracting Solutions, is a general contractor and if awarded this project, is planning on subcontracting the concrete work and the directional boring, which consists of the majority of the scope of work. When questioned about who will be doing the concrete work, they did not know nor did they provide a list of subcontractors with the bid submittal. As part of the requirements in the bid specifications of the Request for Proposal there is language detailing the Contractor's Responsibility requiring that a minimum of 25% of the services be performed by the hired contractor.

The second lowest bidder is a general contractor and would plan on subcontracting the concrete work and the directional boring; as well. The Department of Public Services and Engineering Department agree that the concrete work and the directional bore is the most critical portion of this work, and together make up the largest portion of the scope of work, more than 75%. Neither of the two low bidders meets the qualifier that the Contractor at a minimum of 25% shall perform the project without subletting such work. In addition, the two low bidders did not provide a list of subcontractors with their proposal, as a requirement of the RFP. Overall, the two low bidders did not meet the required specifications as spelled out in the RFP.

Luigi Ferdinandi & Son Cement Co. has performed work for the City of Birmingham in the past and provided references which include the Macomb Township sidewalk program in 2016, Sterling Heights Utility Structure program in 2016, City of Mount Clemens road and sidewalk repair in 2015-2016, Birmingham Public Schools concrete repair in 2015-2016, among others. They performed the City of Birmingham's sidewalk program in 2014, and the City's Engineering Department was satisfied with their performance.

Therefore, we are recommending the 3rd lowest bidder, Luigi Ferdinandi & Son Cement Co, who would be performing the demolition of existing concrete, all new concrete work, and edge drain installation, which is a majority of the project scope of work. After a thorough review of all submitted materials from the bidders, it is determined Luigi Ferdinandi & Son Cement Co. is the lowest responsible and responsive bidder. This selection is based on the ability to provide the service as specified, the experience with the vendor and the quality of the work product, reference checks and the ability to perform in a timely manner.

The Parks and Recreation Board has reviewed this project and timeline at the April 12, 2017 Parks and Recreation Board Meeting and support moving forward with the work. The original budget of \$42,000 anticipated the replacement of the concrete flooring only, but we added the edge drain at time of bidding. A budget amendment is not necessary for the increase of \$15,900 to this project, since funds are available for this project from the same Capital Projects Fund, account #401-751.001-981.0100. There is \$50,000 budgeted in this fund for Adams Park Improvements which will not begin during the 2016-2017 budget year.

SUGGESTED RESOLUTION:

To award the Springdale Pavilion New Concrete Floor Contract to Luigi Ferdinandi & Son Cement Co. in an amount not to exceed \$57,900.00. Funds for this project are available in the Capital Projects Fund, account #401-751.001-981.0100. Further, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City upon receipt of required insurances.

ATTACHMENT A - AGREEMENT
Springdale Pavilion New Concrete Floor

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 Luigi Ferdinandi & Son Cement Co. Inc., having its principal office at 16481 Common Rd, Roseville, MI 48066 (hereinafter called "Contractor"), provides as follows:

WITNESSETH:

WHEREAS, the City of Birmingham, through its Department of Public Services Department, is desirous of having all labor, materials, equipment, tools, transportation and necessary supplies for the installation of a new concrete floor for the Pavilion at the Springdale Golf Course and Park located in the City of Birmingham.

WHEREAS, the City has heretofore advertised for bids for the procurement and performance of services required to remove the existing concrete floor and to install a new concrete floor and edge drain with a tie in to the existing catch basin by directional bore for the Pavilion at the Springdale Golf Course located at the City of Birmingham, and in connection therewith has prepared a request for sealed proposals ("RFP"), which includes certain instructions to bidders, specifications, terms and conditions.

WHEREAS, the Contractor has professional qualifications that meet the project requirements and has made a bid in accordance with such request for cost proposals to remove the existing concrete floor and to install a new concrete floor for the Pavilion at the Springdale Golf Course located in the City of Birmingham.

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

1. It is mutually agreed by and between the parties that the documents consisting of the Request for Proposal to perform to remove the existing concrete floor and to install a new concrete floor for the Pavilion at Springdale Park located at the City of Birmingham and the Contractor's cost proposal dated March 7, 2017 shall be incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto. If any of the documents are in conflict with one another, this Agreement shall take precedence, then the RFP.
2. The City shall pay the Contractor for the performance of this Agreement in an amount not to exceed \$57,900.00, as set forth in the Contractor's March 7, 2017 cost proposal.
3. This Agreement shall commence upon execution by both parties, unless the City exercises its option to terminate the Agreement in accordance with the Request for Proposals.

4. The Contractor shall employ personnel of good moral character and fitness in performing all services under this Agreement.
5. The Contractor and the City agree that the Contractor is acting as an independent Contractor with respect to the Contractor's role in providing services to the City pursuant to this Agreement, and as such, shall be liable for its own actions and neither the Contractor nor its employees shall be construed as employees of the City. Nothing contained in this Agreement shall be construed to imply a joint venture or partnership and neither party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as specifically outlined herein. Neither the City nor the Contractor shall be considered or construed to be the agent of the other, nor shall either have the right to bind the other in any manner whatsoever, except as specifically provided in this Agreement, and this Agreement shall not be construed as a contract of agency. The Contractor shall not be entitled or eligible to participate in any benefits or privileges given or extended by the City, or be deemed an employee of the City for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer contributions on behalf of the City.
6. The Contractor acknowledges that in performing services pursuant to this Agreement, certain confidential and/or proprietary information (including, but not limited to, internal organization, methodology, personnel and financial information, etc.) may become involved. The Contractor recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the City. Therefore, the Contractor agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. The Contractor shall inform its employees of the confidential or proprietary nature of such information and shall limit access thereto to employees rendering services pursuant to this Agreement. The Contractor further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.
7. This Agreement shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan. The Contractor agrees to perform all services provided for in this Agreement in accordance with and in full compliance with all local, state and federal laws and regulations.
8. If any provision of this Agreement is declared invalid, illegal or unenforceable, such provision shall be severed from this Agreement and all other provisions shall remain in full force and effect.
9. This Agreement shall be binding upon the successors and assigns of the parties hereto, but no such assignment shall be made by the Contractor without the prior written consent of the City. Any attempt at assignment without prior written consent shall be void and of no effect.

10. The Contractor agrees that neither it nor its subcontractors will discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight or marital status. The Contractor shall inform the City of all claims or suits asserted against it by the Contractor's employees who work pursuant to this Agreement. The Contractor shall provide the City with periodic status reports concerning all such claims or suits, at intervals established by the City.
11. The Contractor shall not commence work under this Agreement until it has, at its sole expense, obtained the insurance required under this paragraph. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with carriers acceptable to the City of Birmingham.
12. The Contractor shall maintain during the life of this Agreement the types of insurance coverage and minimum limits as set forth below:
 - A. Workers' Compensation Insurance: Contractor shall procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
 - B. Commercial General Liability Insurance: Contractor shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.
 - C. Motor Vehicle Liability: Contractor shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
 - D. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be *Additional Insureds*: The City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to any other coverage that

may be available to the additional insured, whether any other available coverage by primary, contributing or excess.

- ~~E. Professional Liability: Professional liability insurance with limits of not less than \$1,000,000 per claim if Contractor will provide service that are customarily subject to this type of coverage. (if applicable)~~ NOT Red Per City of Bham
- ~~F. Pollution Liability Insurance: Contractor shall procure and maintain during the life of this Agreement Pollution Liability Insurance, with limits of liability of not less than \$1,000,000, per occurrence preferred, but claims made accepted. (if applicable)~~
- G. Owners Contractors Protective Liability: The Contractor shall procure and maintain during the life of this contract, an Owners Contractors Protective Liability Policy with limits of liability not less than \$3,000,000 per occurrence, combined single limit, Personal Injury, Bodily Injury and Property Damage. The City of Birmingham shall be "Name Insured" on said coverage. Thirty (30) days Notice of Cancellation shall apply to this policy.
- H. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance (and Professional Liability Insurance, if applicable), as described above, shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal, shall be sent to: Finance Director, City of Birmingham, PO Box 3001, 151 Martin Street, Birmingham, MI 48012-3001.
- I. Proof of Insurance Coverage: Contractor shall provide the City of Birmingham at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City of Birmingham, as listed below.
- 1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;
 - 2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
 - 3) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
 - 4) Two (2) copies of Certificate of Insurance for Professional Liability Insurance;
 - 5) If so requested, Certified Copies of all policies mentioned above will be furnished.
- J. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, Contractor shall deliver renewal certificates and/or policies to the City of Birmingham at least (10) days prior to the expiration date.
- K. Maintaining Insurance: Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the Agreement, the City of Birmingham may, at its option, purchase such coverage and subtract the cost of obtaining such

coverage from the Agreement amount. In obtaining such coverage, the City of Birmingham shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.

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

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

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

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

City of Birmingham

Contractor

Attn: Lauren Wood,

Director of Public Services

851 S. Eton, Birmingham, MI 48009

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

shall qualify as statutory arbitration pursuant to MCL§600.5001 et. seq., and the Oakland County Circuit Court or any court having jurisdiction shall render judgment upon the award of the arbitrator made pursuant to this Agreement. The laws of the State of Michigan shall govern this Agreement, and the arbitration shall take place in Oakland County, Michigan. In the event that the parties elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suit in the Oakland County Circuit Court or the 48th District Court.


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

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

WITNESSES:



CONTRACTOR

By: 

Its: V.P

CITY OF BIRMINGHAM

By: _____
Mark Nickita Its: Mayor

By: _____
J. Chérilynn Brown, Its: City Clerk

Approved:


Lauren A. Wood, Director of Public Services

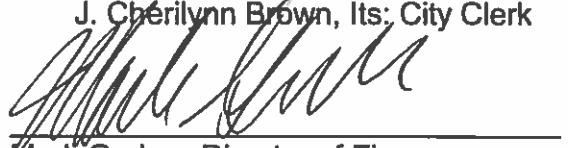
(Approved as to substance)




Timothy J. Currier, City Attorney

(Approved as to form)

MARY M. KUCHAREK
LAW OFFICES OF
BEIER HOWETT.


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


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



CERTIFICATE OF LIABILITY INSURANCE

LUIGI-1

OP ID: DD

DATE (MM/DD/YYYY)

03/31/2017

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 48083 Michael S. Cardella	CONTACT NAME: Michael S. Cardella PHONE (A/C, No, Ext): 248-528-2400 FAX (A/C, No): 248-528-2414 E-MAIL ADDRESS:
INSURED Luigi Ferdinandi & Son Cement 16481 Common Road Roseville, MI 48066	INSURER(S) AFFORDING COVERAGE INSURER A : Motorists Mutual Insurance INSURER B : Michigan Insurance Company INSURER C : 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	ADDL SUBR INSD WVD	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 checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Primary/Non-Contr <input checked="" type="checkbox"/> Contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		33.301921	03/01/2017	03/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 7,500 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1/3000000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		33.301921	03/01/2017	03/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		33.301921	03/01/2017	03/01/2018	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WCA8911085	03/01/2017	03/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 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 under the General Liability when required by written contract: 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.
30 days Notice of Cancellation except 10 for non-payment of premium

CERTIFICATE HOLDER

CANCELLATION

BIRMI-1 The City of Birmingham Attn: Finance Director PO Box 3001 151 Martin Street Birmingham, MI 48012-3001	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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May 8, 2017

Ms. Lauren Wood
Director – Department of Public Services
851 S. Eton Street
Birmingham, Michigan 48009

Regarding: Foundation Recommendations
Springdale Golf Course Pavilion Project
Birmingham, Michigan
G2 Project 170258

Dear Ms. Wood:

An engineer from G2 Consulting Group, Inc. (G2) visited Springdale on Wednesday, May 3, and observed excavations around some of the foundations for the pavilion in the park area at the golf course. The existing pavilion is nominally 60 feet by 40 feet in plan area. Arched beams span the short dimension and are supported on each end by square steel columns. Existing column foundations are roughly square and of variable depth. Excavations at some locations show the existing footings extended to only approximately 2-1/2 feet below the ground surface in some cases. The fascia board along the edge of the roof is not level, and it appears that frost action on the shallow foundations has resulted in ongoing vertical movement of some of the steel columns. Photos from the park are included with this submittal.

It is recommended that the foundations for the existing columns that have moved up or down be reconstructed with new foundations bearing below frost depth. A detail for one option for foundation replacement is included with this submittal. Foundation reconstruction will require shoring the roof beams, temporarily unbolting and removing the columns, installing the columns in the new foundations, and reconnecting the columns to the ends of the beams. If the existing columns cannot be salvaged, replacement may be necessary.

If you have any questions, please contact the undersigned at your convenience.

Very truly yours,
G2 Consulting Group, L.L.C.

James Berry, P.E.
Project Manager



Springdale Pavilion – North Column Line



Springdale Pavilion – Typical Column Foundation



Smart.Results.Fast.

g2consultinggroup.com

Job

SPRINGDALE PAVILION

Sheet No.

1

of

1

Calculated By

JB

date

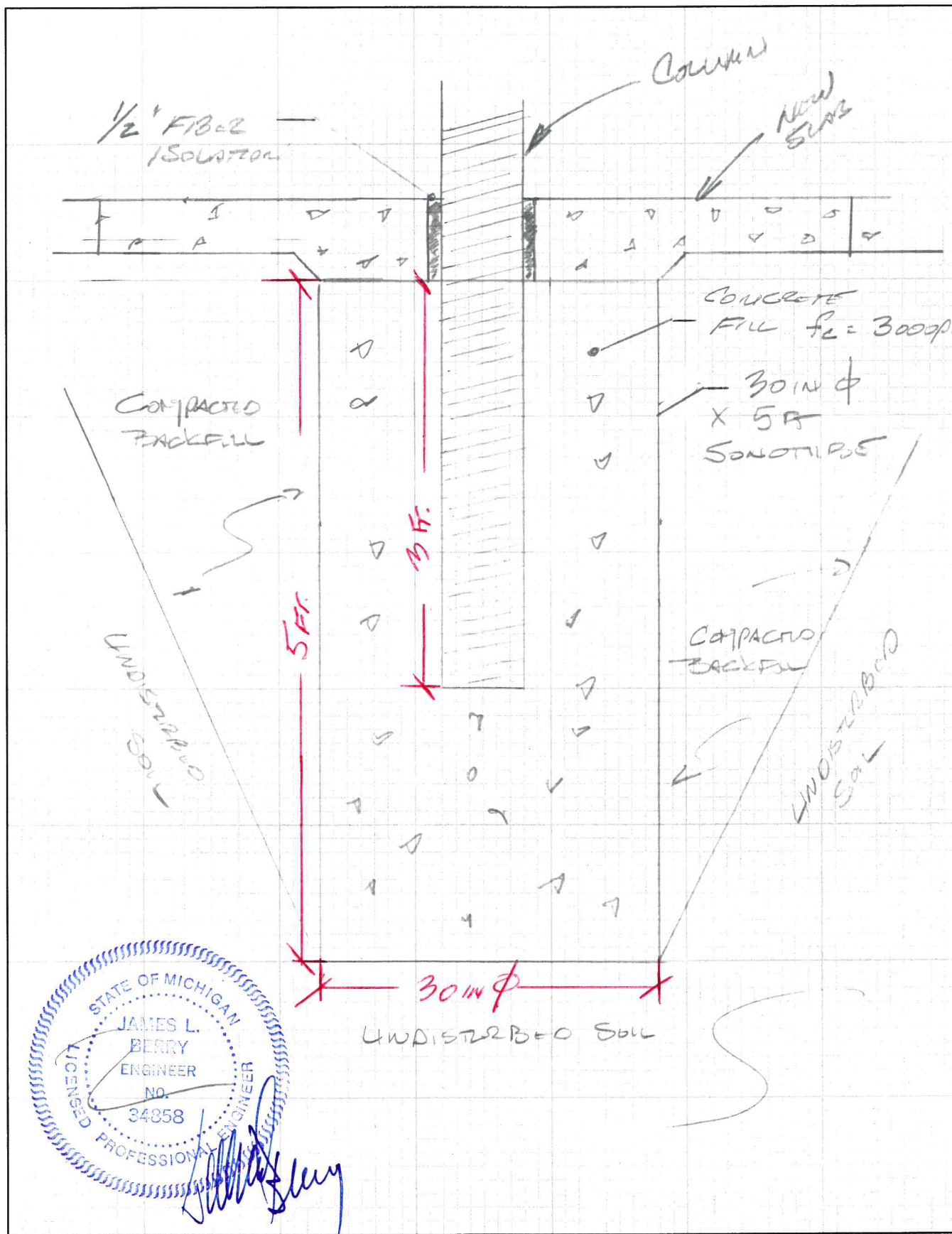
5/2017

Checked By

date

Scale

NOTS





Project Name: 2017 Asphalt Resurfacing-City of Birmingham
Location: Various, Birmingham, MI
Client: City of Birmingham
Client Rep: Carrie Laird
Contractor: Luigi F. Cement Company
Contractor Rep: Greg

G2 Project No.: 170258
Date: May 9, 2017
Weather: Sunny 50F
Page: 1 of 1

Progress of Work:

A visit was made to Springdale Park to observe the contractor's construction operations. G2 arrived onsite at 8:00 am and observed the contractor had excavated directly adjacent to the pavilion foundations on the north side of the pavilion. G2 measured the foundations along the north side of the pavilion to be between 33 and 35 inches below grade. G2 also observed the foundations had been overpoured at the top of the footing. G2 observed the contractor installing a drainage system adjacent to the pavilion consisting of an HDPE pipe bedded in open graded stone wrapped in a geotextile.

G2 recommended that any footings that are founded at 42 inches below final site grade and have exhibited no heave may be left in place, but any foundations shallower than 42 inches should be removed and replaced. It was indicated by City of Birmingham representative that the contractor would be placing new foundations in accordance with the reconstructed foundation detail provided previously. G2 indicated that new foundation excavations should be dry and any water encountered should be removed prior to placement of concrete. G2 departed the site at 9:00 am.

LUIGI FERDINANDI & SON CEMENT

16481 COMMON RD.
ROSEVILLE, MI 48066

INVOICE

Invoice Number: 17-177
Invoice Date: May 30, 2017
Page: 1

Voice: 586-774-1000
Fax: 586-774-1001
Email: LUIGIF@SBCGLOBAL.NET

Bill To:

CITY OF BIRMINGHAM
151 MARTIN ST.
BIRMINGHAM, MI 48012

Ship to:

CITY OF BIRMINGHAM
DEPARTMENT OF PUBLIC SERVICES
851 S. ETON
BIRMINGHAM, MI 48009

Customer ID	Customer PO	Payment Terms	
CITY OF BIRMINGHAM	112687	Net 30 Days	
Sales Rep ID	Quote Number	Ship Date	Due Date
	17218M		6/29/17

Description	Amount
SPRINGDALE PAVILION: PERFORMED CONCRETE WORK IN ACCORDANCE WITH CONTRACT AND PO # 112687. TOTAL	57,900.00
CHANGE ORDER 1: DATED 5/3/17	-340.00
CHANGE ORDER 2: DATED 5/3/17	1,220.00
CHANGE ORDER 3: DATED 5/9/17	27,300.00
CHANGE ORDER 3.1 - DATED 5/3/17: INSTALL SOLID SCHEDULE 40 PVC FROM CATCH BASIN TO EDGE DRAIN. INSTALL 6" PERFORATED PIPE AND ROUND PEASTONE. NO CHARGE	
CHANGE ORDER 4: DATED 5/15/17	17,600.00
CHANGE ORDER 5: DATED 5/26/17	1,858.00
CHANGE ORDER 6: DATED 6/5/17	2,560.00

Subtotal	108,098.00
Sales Tax	
Total Invoice Amount	108,098.00
Payment/Credit Applied	
TOTAL	108,098.00

Check/Credit Memo No:

**LUIGI FERDINANDI & SON CEMENT CO.
16481 COMMON RD.
ROSEVILLE, MI 48066
586-774-1000 FAX 586-774-1001
EMAIL: INFO@LUIGI CEMENT.COM**

CHANGE ORDER 1

Location: Springdale Pavilion Concrete PO#: 112687

Date: May 3, 2017

DESCRIPTION	AMOUNT
<ul style="list-style-type: none">• Open cut trench in lieu of directional boring.• Provide open cut trench and lay pipe as directed.• Dispose of spoils off site.• Install stone and pipe as directed.• Install new concrete sidewalk and curb removed to install pipe.• Asphalt restoration by others.	
Total Credit	(\$340.00)

Acceptance of Proposal/Contract

The above prices, specifications and conditions are satisfactory and hereby accepted.
You are authorized to complete the work as specified.

Date _____ Signature _____

LUIGI FERDINANDI & SON CEMENT CO.
16481 COMMON RD.
ROSEVILLE, MI 48066
586-774-1000 FAX 586-774-1001
EMAIL: INFO@LUIGICEMENT.COM

CHANGE ORDER 2

Location: Springdale Pavilion Concrete PO#: 112687

Date: May 3, 2017

DESCRIPTION	AMOUNT
<ul style="list-style-type: none">• Provide piping and connections for future downspouts.• Labor and material.	
Total	\$1,220.00

Acceptance of Proposal/Contract

The above prices, specifications and conditions are satisfactory and hereby accepted.
You are authorized to complete the work as specified.

Date _____ Signature _____

LUIGI FERDINANDI & SON CEMENT CO.
16481 COMMON RD.
ROSEVILLE, MI 48066
586-774-1000 FAX 586-774-1001
EMAIL: INFO@LUIGIEMENT.COM

Change Order Request #3

#17376CO3

Location: Concrete Floor for Springdale Pavilion
316 Strathmore
Bloomfield Hills, MI
Date: 5-9-17

DESCRIPTION	AMOUNT
<ul style="list-style-type: none">• Shore roof trusses to allow for removal of foundations.• Detach column from roof truss.• Excavate around existing foundations as necessary. Remove existing foundations and columns. No provision to salvage columns.• Excavate to 5' 0" below grade. Place 30" diameter sono tube / or equivalent on undisturbed soil. Backfill with compacted granular fill.• Pour new concrete foundations with 3000 psi concrete. Top of footing to allow floor to be thicker than 6" at foundation. There will be no "over pouring" of foundations.• Install new steel columns, 5" x 5" x 1/4" square steel tube. New columns will use similar welded steel plate fastening flanges, two flanges, drilled for two 5/8" bolts.• Supplied steel parts to be primed only. Finish painting by others. Excluded: <ul style="list-style-type: none">• Abandonment of electric cabling and conduit by others.• Reinstallation of electric cabling and conduit by others,	
Eight columns / foundations at \$3,300.00 per	\$26,400.00
<ul style="list-style-type: none">• Excavate exploratory hole next to foundation to assist in determination of condition and extent of remedial work required. Excavation to be one side of foundation only, and will not be required to go beyond 42" below grade.	
Nine foundations at \$100.00 per	\$900.00
Total	\$27,300.00

James Wood 5-10-17

LUIGI FERDINANDI & SON CEMENT CO.
16481 COMMON RD.
ROSEVILLE, MI 48066
586-774-1000 FAX 586-774-1001
EMAIL: INFO@LUIGICEMENT.COM

CHANGE ORDER 3

Location: Springdale Pavilion Concrete PO#: 112687

Date: May 3, 2017

DESCRIPTION	AMOUNT
<ul style="list-style-type: none">• Install solid schedule 40 pvc from catch basin to edge drain as directed.• Install 6" perforated pipe and round peastone as directed.	
Total	N/C

Acceptance of Proposal/Contract

The above prices, specifications and conditions are satisfactory and hereby accepted.
You are authorized to complete the work as specified.

Date _____ Signature _____

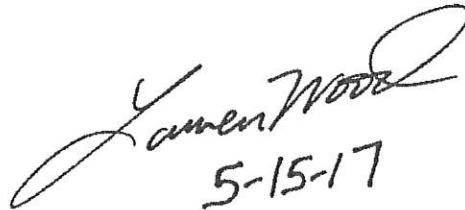
LUIGI FERDINANDI & SON CEMENT CO.
16481 COMMON RD.
ROSEVILLE, MI 48066
586-774-1000 FAX 586-774-1001
EMAIL: INFO@LUIGICEMENT.COM

Change Order Request #4

#17376CO4

Location: Springdale Pavilion
316 Strathmore
Bloomfield Hills, MI
Date: 5-15-17
Estimator: Bob Wiest

DESCRIPTION	AMOUNT
Additional costs associated with saturated soils:	
1. Additional labor, five men 12 hours per day, four additional days at \$45.00 per hour. No calculation for overtime pay.	\$10,800.00
2. Removal of additional soils and disposal of those soils. Import, place and compact 21AA limestone. Approximately 100 yards of material in and out.	\$6,000.00
3. Lumber to shore excavation, and protect newly installed edge drain. Includes disposal as shoring is removed with excavator.	\$800.00
Total	\$17,600.00


5-15-17

**LUIGI FERDINANDI & SON CEMENT CO.
16481 COMMON RD.
ROSEVILLE, MI 48066
586-774-1000 FAX 586-774-1001
EMAIL: INFO@LUIGICEMENT.COM**

Change Order Request #5

#17376CO5

Location: Springdale Pavilion
316 Strathmore
Bloomfield Hills, MI
Date: 5-26-17
Estimator: Bob Wiest

DESCRIPTION	AMOUNT
Additional costs associated with removal of a section of foundation rather than merely chipping of overpoured edges. Footing section removal was at the direction of the Birmingham Building Department, and was required to achieve the stated goal of eliminating areas where the foundation could be lifted by frost action. <ul style="list-style-type: none">• Remove existing footing 12" to 16" x 4' x 4' down to base plated area of stanchion posts, 6 men by 4 hours each at \$45 / hour.• Supply approximately four yards of concrete to meet new lower foundation height. Four yards of concrete at \$149.50 per yard.• Labor to place four yards of concrete. Eight men by ½ hour each at \$45 per hour.	
Total	\$1,858.00

Acceptance of Change Order Request

The above prices, specifications and conditions are satisfactory and hereby accepted.

Date_____ Signature_____

LUIGI FERDINANDI & SON CEMENT CO.
16481 COMMON RD.
ROSEVILLE, MI 48066
586-774-1000 FAX 586-774-1001
EMAIL: INFO@LUIGICEMENT.COM

Change Order Request #6

#17376CO6

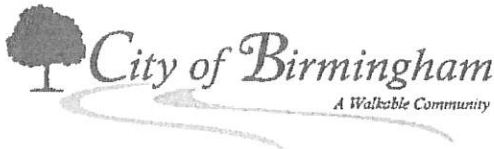
Location: Springdale Pavilion
316 Strathmore
Bloomfield Hills, MI
Date: June 5, 2017
Estimator: Bob Wiest

DESCRIPTION	AMOUNT
<ul style="list-style-type: none">• Cut expansion as needed.• Install self leveling polyurethane caulking at each boxed out column as directed	
Total	\$2,560.00

Acceptance of Change Order Request

The above prices, specifications and conditions are satisfactory and hereby accepted.

Date_____ Signature_____



P.O. Box 3001, 151 Martin Street
Birmingham, MI 48012-3001
Phone: (248) 530-1816 Fax: (248) 530-1090
abelawa@bhamgov.org

04/21/2017
09:36 AM

Purchase Order No 112687

Purchase Order Date 04/17/2017
Required Date
Ordered By swhite

Ship to DEPARTMENT OF PUBLIC SERVICES
851 S. ETON
BIRMINGHAM, MI 48009

Vendor 007521
Address LUIGI FERDINANDI & SON INC
16481 COMMON ROAD
ROSEVILLE, MI 48066

Invoice CITY OF BIRMINGHAM
DEPARTMENT OF PUBLIC SERVICES
PO BOX 3001
BIRMINGHAM, MI 48012

Terms NET 30 DAYS

PO Description CONCRETE FLOOR AT SPRINGDALE PAVILION-COMPLETE BY EARLY MAY 2017

Notes REMOVAL OF EXISTING CONCRETE (66' X 45') AND REPLACEMENT WITH 6" REINFORCED CONCRETE ON BASE. ALSO INCLUDES THE ADDITION OF EDGE DRAIN SURROUNDING THE CONCRETE TO BE TIED INTO THE CATCH BASIN IN THE PARKING AREA BY DIRECTIONAL BORE.

Quantity	Units	Description	Unit Price	Amount
1	EACH	SPRINGDALE PAVILION NEW CONCRETE FLOOR 401-751.001-981.0100	57,900.00	57,900.00
			Total:	57,900.00

TERMS AND CONDITIONS

This purchase order is issued subject to the terms and conditions specified below. By acceptance of this purchase order, vendor acknowledges and agrees to abide by all such terms and conditions.

Insurance Requirements:

The vendor shall carry workers' compensation insurance in accordance with all applicable statutes of the State of Michigan; commercial general liability and products and completed operations coverage; vehicle liability insurance covering all owned, non-owned and hired vehicles. Vendor shall furnish certificates of insurance evidencing the coverages outlined in this paragraph to the City of Birmingham upon request.

Indemnification:

To the fullest extent permitted by law, vendor agrees to defend, indemnify, pay in behalf of 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, 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 purchase order contract.

If applicable, a material safety sheet should be included with material shipped.

Kindly show purchase order number on invoice.

Approved By Anne Bielawa

Date 04/21/2017

Building Permit | PB17-0274**Property Information**

08-19-24-451-001

316 STRATHMORE RD

Subdivision:

Birmingham MI, 48009

Lot:

Block:

Name Information

Owner: CITY OF BIRMINGHAM

Phone:

Occupant: Springdale Golf Course

Phone: (248) 530 1676

Applicant: LUIGI FERDINANDI & SON

Phone: (586) 774 1000

Contractor: LUIGI FERDINANDI & SON

Phone: (586) 774 1000

Licensee: LUIGI FERDIANDI

Phone: (586) 774 1000

License Issued: 05/03/2017

License Expires: 05/31/2020

Permit Information

Date Issued: 05/08/2017

Date Expires: 12/11/2017

Status: ISSUED

Work Description:

REMOVE AND REPLACE OF CONCRETE FLR. OF PAVILLION, POST FOUNDATION AND REMEDIATION

Stipulations:

Comment:

Fee Information

Building Permits

Permit Fee - Const Value \$1 - \$100K

0.00

Final Building Inspection | Mike Morad

Status: Completed

Result: Partially Approved

Scheduled: 06/14/2017 12:00 AM

Completed: 06/14/2017 04:14 PM

Comments:

THERE ARE 2 FLAGS OF CONCRETE HOLDING WATER ON THE SOUTH SIDE. THESE 2 FLAGS NEED TO BE REPLACED.

THE PAVILION IS APPROVED FOR TEMPORARY OCCUPANCY UNTIL THEY HAVE BEEN REMOVED AND REINSPECTED



MEMORANDUM

IT Department

DATE: 6/13/2017
TO: Joseph A. Valentine, City Manager
FROM: Eric Brunk
SUBJECT: Microsoft Office 2016 Upgrade

The current Microsoft Office Suites for the City of Birmingham are version 2008 and 2010. The 2008 Office Suite Software is nearing its end of support prompting the IT department to research the cost for replacement. This project was broken into two parts – replacing the 2008 Office Suite software and replacing 2010 Office Suite software. Money was budgeted for part one of this project for the 2016/2017 budget year.

The latest release of the Microsoft Office Suite is 2016. There are two versions of the Microsoft Office Suite 2016 with a considerable difference in price. The two versions are Office 2016 Standard which consists of Word, Excel, PowerPoint, Outlook and Publisher and Office 2016 Pro which also includes Access and Skype for Business. The IT department has evaluated the current Office Suite usage and has determined that a only a limited number of machines need Office Pro 2016.

The City of Birmingham has registered with CDW Government to receive Select Plus Pricing for Microsoft Volume Licensing of software and support and their cost is as follows.

Microsoft Office Suite 2016 Pro: \$355.00 per License x 25 = \$8875.00

Microsoft Office Suite Standard: \$260.00 per License x 45 = \$11700.00

SUGGESTED RESOLUTION:

Authorize the IT department to purchase the recommended count of Microsoft Office 2016 Standard and Pro Software Licenses from CDWG using the Select Plus Pricing Agreement. The purchase price not to exceed \$20,575.00. Funds are available in the IT Computer Software fund account # 636-228.000-742.0000

QUOTE CONFIRMATION



DEAR ERIC BRUNK,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
HZVW083	6/13/2017	HZVW083	5969901	\$20,575.00

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Microsoft Office Professional Plus 2016 - license - 1 PC Mfg. Part#: 79P-05582 UNSPSC: 43231513 Electronic distribution - NO MEDIA Contract: MARKET	25	3845745	\$355.00	\$8,875.00
Microsoft Office Standard 2016 - license - 1 PC Mfg. Part#: 021-10559 UNSPSC: 43231513 Electronic distribution - NO MEDIA Contract: MARKET	45	3845732	\$260.00	\$11,700.00

PURCHASER BILLING INFO	SUBTOTAL	\$20,575.00
Billing Address: CITY OF BIRMINGHAM ACCOUNTS PAYABLE 151 MARTIN ST PO BOX 3001 BIRMINGHAM, MI 48009-3368 Phone: (248) 530-1850 Payment Terms: Net 30 Days-Govt State/Local	SHIPPING	\$0.00
	GRAND TOTAL	\$20,575.00
	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	
DELIVER TO		
Shipping Address: CITY OF BIRMINGHAM ERIC BRUNK 151 MARTIN ST BIRMINGHAM, MI 48009-3368 Phone: (248) 530-1885 Shipping Method: ELECTRONIC DISTRIBUTION		

Need Assistance? CDW•G SALES CONTACT INFORMATION



Ryan Marron

(877) 219-8208

ryamarr@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager

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Cherilynn Brown <cbrown@bhamgov.org>

Fwd: Letter of Resignation

1 message

carft <carft@bhamgov.org>
To: Cherilynn Brown <cbrown@bhamgov.org>

Mon, Jun 12, 2017 at 8:32 PM

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: Mark Coir <keskus2010@aol.com>

Date: 6/12/17 7:26 PM (GMT-05:00)

To: carft@bhamgov.org

Subject: Letter of Resignation

Dear Cheryl,

With this message, I am informing the City that I intend to resign my memberships on the Historic District Commission and Design Review Board on July 26, 2017. An impending move from the City has prompted my decision.

I have thoroughly enjoyed my years serving the City and shall miss this wonderful community.

With regards,

Mark Coir

Sent from my iPhone

SUGGESTED RESOLUTION:

To accept the resignation of Mark Coir from the Historic District Study Commission and Design Review Board, thank him for his service, and direct the Clerk to begin the process of filling the vacancies.

4H

May 12, 2017

City Manager/City Commission

City of Birmingham

151 Martin St.

Birmingham, MI 48009

To whom it may concern,

I am following up with a formal letter of what I did verbally with the City Manager on May 12th.

It is with severe regret that I must resign from the Birmingham Brownfield Redevelopment Committee due to my association with the Bates Woodward Partnership who will be submitting for the RFQ for Bates/Old Woodward Project with the city. I have worked very hard on behalf of the city and their taxpayers and will very much miss being involved with this committee.



Paul C Robertson Jr.

779 S. Bates St

Birmingham, MI 48009

SUGGESTED RESOLUTION:

To accept the resignation of Paul Robertson, Jr. from the Brownfield Redevelopment Committee, thank him for his service, and direct the Clerk to begin the process to fill the vacancy.

Robert Ziegelman

To: Joe Valentine
Cc: tcurrier@bhlaw.us.com; vsaroki@sarokiarchitecture.com
Subject: Birmngham Brd. Resignation

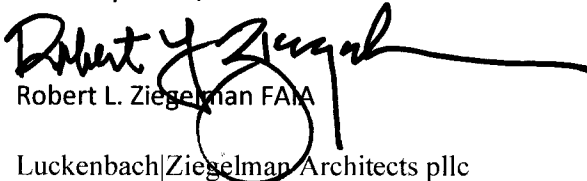
Joe Valentine, City Manager
City of Birmingham, MI

Dear Joe,

Please accept my resignation effective immediately from the following Boards:

"The Triangle District Corridor Improvement Authority"
"Housing Board of Appeals"

Sincerely Yours,


Robert L. Ziegelman F.A.A.

Luckenbach/Ziegelman Architects pllc
36800 Woodward Avenue, Suite 100
Bloomfield Hills, MI 48304
Tel 248.644.0600

SUGGESTED RESOLUTION:

To accept the resignation of Robert Ziegelman from the Triangle District Corridor Improvement Authority and the Housing Board of Appeals, thank him for his service, and direct the Clerk to begin the process to fill the vacancies.



MEMORANDUM

IT Department

DATE: 6/13/2017

TO: Joseph A. Valentine, City Manager

FROM: Eric Brunk

SUBJECT: Microsoft Server Licensing

The current Microsoft Servers for the City of Birmingham are version 2008R2 and SQL server 2008. The existing Server Software is nearing its end of support prompting the IT department to research the cost for replacement. Money was budgeted for this project for the 2016/2017 budget year

The IT department has evaluated the last 2 releases of server software from Microsoft and has determined that Server 2016 which was released in October of 2016 is stable and would give us the best value going forward.

Microsoft has changed its licensing scheme from a server/processor based cost to a core based cost. The new hardware environment the software will be licensed on will require a total of 88 licenses.

As part of this upgrade we also require licenses for 2 SQL servers to replace the current SQL software platform. Microsoft has 2 levels of licensing for SQL server – per server or per core. Licensing SQL per server would require us to purchase individual connection licenses for each user connecting to the servers. Licensing the servers per core will allow us to have unlimited user access to the servers. A total of 4 licenses will be needed for the 2 servers opposed to roughly 300 individual connection licenses between the 2 servers for user access. The IT department determined that Licensing the servers per core was a better value and will allow us to increase user access to the servers with no need to purchase additional connection licenses.

The City of Birmingham has registered with CDW Government to receive Select Plus Pricing for Microsoft Volume Licensing of software and support and their cost is as follows.

Microsoft Windows Server Standard Licensing: \$83.00 per License x 88 = \$7304.00

Microsoft SQL Server Standard License: \$4430.00 per License x 4 = \$17720.00

SUGGESTED RESOLUTION:

Authorize the IT department to purchase the Microsoft Windows server and SQL Licenses from CDWG using the Select Plus Pricing Agreement. The purchase price not to exceed \$25,024.00. Funds are available in the IT Computer Software fund account # 636-228.000-742.0000

QUOTE CONFIRMATION



DEAR ERIC BRUNK,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
HZJD857	6/1/2017	HZJD857	5969901	\$25,024.00

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Microsoft Windows Server 2016 Standard - license Mfg. Part#: 9EM-00264 UNSPSC: 43233004 Electronic distribution - NO MEDIA Contract: MARKET	88	4325290	\$83.00	\$7,304.00
Microsoft SQL Server Standard Core Edition - license & software assurance - Mfg. Part#: 7NQ-00300-3 UNSPSC: 43232304 Electronic distribution - NO MEDIA Contract: MARKET	4	2669519	\$4,430.00	\$17,720.00

PURCHASER BILLING INFO	SUBTOTAL	\$25,024.00
Billing Address: CITY OF BIRMINGHAM ACCOUNTS PAYABLE 151 MARTIN ST PO BOX 3001 BIRMINGHAM, MI 48009-3368 Phone: (248) 530-1850 Payment Terms: Net 30 Days-Govt State/Local	SHIPPING	\$0.00
	GRAND TOTAL	\$25,024.00
	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	
DELIVER TO		
Shipping Address: CITY OF BIRMINGHAM ERIC BRUNK 151 MARTIN ST BIRMINGHAM, MI 48009-3368 Phone: (248) 530-1885 Shipping Method: ELECTRONIC DISTRIBUTION		

Need Assistance? CDW•G SALES CONTACT INFORMATION



Ryan Marron

(877) 219-8208

ryamarr@cdwg.com

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For more information, contact a CDW account manager

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MEMORANDUM

Finance Department

DATE: June 16, 2017

TO: Joseph A. Valentine, City Manager

FROM: Mark Gerber, Finance Director/Treasurer

SUBJECT: Fiscal Year 2018 Municipal and Community Credit Funds

The City will receive \$19,760 in Municipal Credits and \$25,347 in Community Credits this year for a total of \$45,107 under a program administered by the Suburban Mobility Authority for Regional Transportation (SMART). Municipal Credits are derived from money collected by the state, mainly from gasoline taxes, and distributed by SMART directly to local communities for transit needs. Community Credits are derived from taxes levied to support SMART. A share of these millage dollars collected by SMART is returned to communities to support or expand current transportation programs. Funds received under the Municipal Credits program must be spent within 2 years. Funds received under the Community Credits program must be spent within 3 years.

Last year the City received the same amount of funding. The City allocated \$20,042 of its Community Credit funds last year to provide funding for a bus shelter with a location to be determined. The balance of the City's total funding allocation last year (\$25,065) was allocated to the Next to support their specialized transportation program for seniors and physically-challenged residents of the City.

Since the City still has funding from program year 2016 and 2017 available for bus shelter purchases, it is recommended that the City forego funding for a bus shelter for this program year and allocate the entire funding of \$45,107 to support Next's specialized transportation services.

SUGGESTED RESOLUTION: To approve \$19,760 in Municipal Credits and \$25,347 in Community Credits to provide support for Next's specialized transportation program; and further to direct the Mayor to sign the Municipal Credit and Community Credit contract for fiscal year 2018 on behalf of the City.

MUNICIPAL CREDIT and COMMUNITY CREDIT CONTRACT

for FY - 2018

I, Mark Nickita, as the Mayor of City of Birmingham (hereinafter, the "Community") hereby apply to SMART and agree to the terms and conditions herein, for the receipt and expenditure of **Municipal Credits** (Section 1 below), and **Community Credits** (Section 2 below); and further agree that the **Municipal and Community Credits Master Agreement** between the parties is incorporated herein by reference. A description of the service the Community shall provide hereunder is set forth in Exhibit A, and the operating budget for that service is set forth in Exhibit B, both of which are attached hereto and incorporated herein.

1. The Community agrees to use \$ **19,760** in **Municipal Credit** funds as follows:

- (a) Transfer to Next Funding of: \$ 19,760
TRANSFeree COMMUNITY
- (b) Van/Bus Operations At the cost of: \$ _____
(Including Charter and Taxi services)
- (c) Services Purchased from SMART At the cost of: \$ _____
(Including Tickets, Shuttle Services/Dial-a-Ride)

Total \$ 19,760

SMART intends to provide Municipal Credit funds under this contract to the extent funds for the program are made available to it by the Michigan Legislature pursuant to Michigan Public Act 51 of 1951. Municipal Credit funds made available to SMART through legislative appropriation are based on projected revenue estimates. In the event that revenue actually received is insufficient to support the Legislature's appropriation, it will result in an equivalent reduction in funding provided to the Community pursuant to this Contract. In such event, SMART reserves the right, without notice, to reduce the payment of Municipal Credit funds by the amount of any reduction by the legislature to SMART. All funding must be spent by September 30, 2019; all funds not spent by that date will revert back to SMART pursuant to Michigan Public Act 51 of 1951, for expenditure consistent with Michigan law and SMART policy.

2. The Community agrees to use \$ **25,347** in **Community Credit** funds available as follows:

- (a) Transfer to Next Funding of: \$ 25,347
TRANSFeree COMMUNITY
- (b) Van/Bus Operations At the cost of: \$ _____
(Including Charter and Taxi services)
- (c) Services Purchased from SMART At the cost of: \$ _____
(Including Tickets, Shuttle Services/Dial-a-Ride)
- (d) Capital Purchases At the cost of: \$ _____

Total \$ 25,347

MUNICIPAL CREDIT and COMMUNITY CREDIT CONTRACT

for FY - 2018

Capital purchases permitted with Community Credits are subject to applicable state and federal regulations, and SMART policy, including procurement guidelines. When advantageous, SMART may make procurements directly. Reimbursement for purchases made by Community requires submission of proper documentation to support the purchase (i.e. purchase orders, receiving reports, invoices, etc.). Community Credit dollars available in FY 2018, may be required to serve local employer transportation needs per the coordination requirements set forth in the aforementioned Master Agreement. All Community Credit funds must be spent by June 30, 2020 unless approval from SMART General Manager is obtained to extend Community Credits for an additional 2 years to allow accrual for major capital projects; any funds not spent by that date may revert back to SMART for expenditure consistent with SMART policy.

This agreement shall be binding once signed by both parties.

City of Birmingham

By: _____

Date _____

Its: Mayor _____

Suburban Mobility Authority for
Regional Transportation

Date _____

By: _____

John C. Hertel
General Manager



MEMORANDUM

Department of Public Services

DATE: June 12, 2017

TO: Joseph A. Valentine, City Manager

FROM: Lauren A. Wood, Director of Public Services

SUBJECT: Ice Arena – New Flat Roof

The flat roof installed in 1999 which encompasses the Entry way and Lobby, Offices, Concession Stand, Conference Room and Locker Rooms at the Birmingham Ice Arena is in need of replacement due to its age and rapidly deteriorating condition. See attached aerial view of roof; items labeled A, B, C, D, & E. This roof has had leaks repaired in the past and has surpassed its 15 year life expectancy. Also the soffits are in need of inspection and re-attachment for the entire facility. A request for proposal (RFP) was developed to replace the failing roof system and inspect/re-attach the soffits.

Sealed proposals were opened Tuesday, May 23, 2017 for "Flat Roof Replacement at the Birmingham Ice Sports Arena Facility". The (RFP) was entered into the Michigan Inter-governmental Trade Network (MITN) purchasing system. Three vendors responded. The work includes overlaying the existing roof with a fully adhered GAF 60 mil TPO Fleece Back membrane roofing system and reattachment of the soffits facility wide.

Below is a summary of the submitted proposals.

Company	Roof	Re-Attach Soffits	Total Cost
Tri-Star Roofing & Sheet Metal, LLC	\$78,200	\$6,500	\$84,700
LaDuke Roofing & Sheet Metal	\$79,890	\$5,000	\$84,890
Quality Roofing, Inc.	\$86,273	\$8,525	\$94,798

LaDuke Roofing is an active GAF installer and has extensive experience with the installation of this specific GAF product. Prior to the installation, the existing membrane is cleaned and scanned for moisture. Any existing materials that are damaged by moisture are removed. An asphalt primer is installed and the 60 mil membrane is adhered to the existing. A 15 year guarantee is applicable to this method and product.

The Department of Public Services recommends awarding the "Flat Roof Replacement at the Birmingham Ice Sports Arena" project to LaDuke Roofing and Sheet Metal for a total expenditure of \$84,890. This company is certified as a GAF Master installer and has extensive roofing experience and references that include schools and hospitals throughout the area. The City of Birmingham has hired them to perform roofing projects at the Department of Public

Services facility and the Ice Sports Arena in the past and has been satisfied with the work performed.

The Parks and Recreation Board at their June 6, 2017 meeting approved the City Administration's recommendation of LaDuke Roofing and Sheet Metal for this project. Attached find a copy of the unapproved meeting minutes.

Funds in the amount of \$60,000 were budgeted in the Capital Projects Fund for this project, account #401-901.001-977.0000. A transfer from the General Fund will be needed to fund the difference of \$24,890.

SUGGESTED RESOLUTION:

To award the "Flat Roof Replacement at the Birmingham Ice Sports Arena" project to LaDuke Roofing and Sheet Metal for a total expenditure of \$84,890 and to authorize the Mayor and City Clerk to sign the contract on behalf of the City upon the receipt of all required insurances. Further, to approve the appropriations and budget amendments to the fiscal year 2016-2017 Capital Projects Fund and General Fund budgets as follows:

Capital Projects Fund

Revenues:

Transfers In-General Fund	#401-901.001-699.0101	\$24,890
Total Revenue Adjustments		\$24,890

Expenditures:

Ice Arena/Buildings	#401-901.001-977.0000	\$24,890
Total Expenditure Adjustments		\$24,890

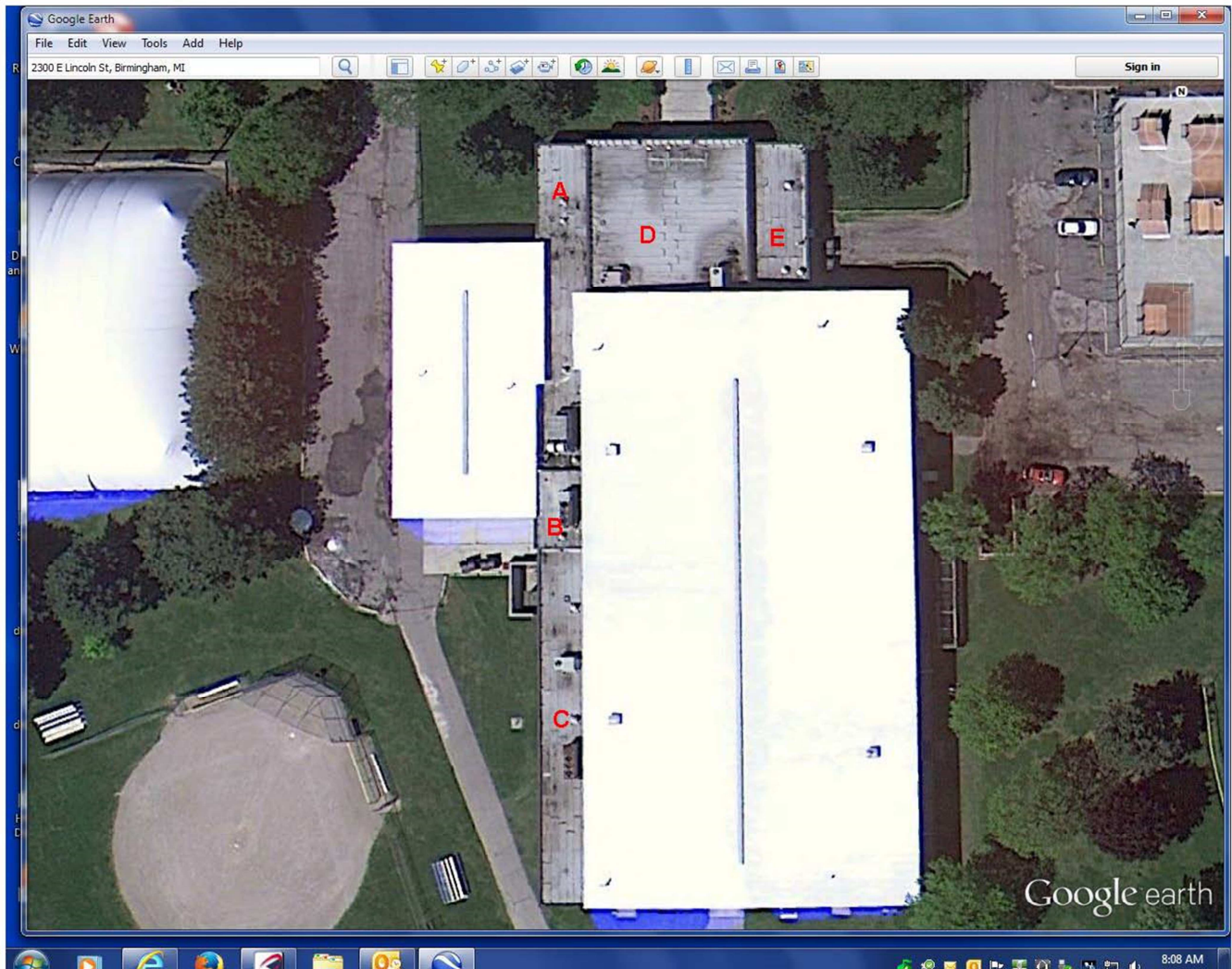
General Fund

Revenues:

Draw from Fund Balance	#101-000.000-400.0000	\$24,890
Total Revenue Adjustments		\$24,890

Expenditures:

Transfers Out-Capital Projects Fund	#101-999.000-999.4010	\$24,890
Total Expenditure Adjustments		\$24,890



PARKS AND RECREATION BOARD MEETING MINUTES
June 6, 2017

Therese Longe, Chairperson, called the meeting to order at 6:30 p.m. at 851 S. Eton.

MEMBERS PRESENT: Therese Longe, John Meehan, Ryan Ross,
Art Stevens and Bill Wiebrecht

MEMBERS ABSENT: Ross Kaplan and Lilly Stotland

**STUDENT
REPRESENTATIVES PRESENT:** Ben Gould, Groves Student
Joey Kummer, Seaholm Student

ADMINISTRATION: Lauren A. Wood, Director of Public Services
Carrie A. Laird, Parks and Recreation Manager
Connie J. Folk, Recreation Coordinator

GUESTS: John Rusche

It was moved by Art Stevens, seconded by Bill Wiebrecht the minutes of the Tuesday, May 2, 2017 regular meeting be approved as corrected.

Yeas – 5 Therese Longe, John Meehan, Ryan Ross, Art Stevens and Bill Wiebrecht

Nays – 0

Absent-2 Ross Kaplan and Lilly Stotland

AGENDA ITEM #1 – Recommendation of awarding the Birmingham Ice Sports Arena roof bid
Carrie stated that the Birmingham Ice Sports Arena is in need of a new roof which encompasses the entry way, lobby, offices, concession stand, conference room and locker rooms.

Carrie stated that the work includes overlaying the existing roof with a fully adhered GAF 60 mil TPO Fleece Back membrane roofing system and reattachment of the soffits facility wide.

Carrie stated that the City of Birmingham would like to award the bid to LaDuke Roofing & Sheet Metal Company. Carrie stated that LaDuke roofing is a certified GAF Master installer and has extensive roofing experience and references that include schools and hospitals throughout the area.

Carrie stated that there would be a budget amendment needed and upon recommendation and approval from the Parks and Recreation Board the report would be presented at the June 26, 2017 City Commission meeting.

Therese stated that the recommendation is a very safe recommendation. Therese stated that LaDuke Roofing & Sheet Metal Company is only \$190 above the lowest bidder and are significantly lower than the next highest bidder and have a satisfactory history working with the City of Birmingham and elsewhere and are experts in the material that the department specified.

Therese stated that LaDuke Roofing & Sheet Metal Company is a sound recommendation.

It was moved by Bill Wiebrecht, seconded by John Meehan to support the Department of Public Services recommendation to the City Commission for the award of the "Flat Roof Replacement at the Birmingham Ice Sports Arena" project to LaDuke Roofing and Sheet Metal.

Yeas – 5 Therese Longe, John Meehan, Ryan Ross, Art Stevens and Bill Wiebrecht

Nays – 0

Absent-2 Ross Kaplan and Lilly Stotland

AGENDA ITEM #2 – Parks and Recreation Master Plan Consultant Award

Lauren stated that the report which is being presented was worked by the Parks and Recreation Master Plan Sub-Committee. The three Parks and Recreation Master Plan Sub-Committee consist of Therese Longe, Ryan Ross and Art Stevens.

Lauren stated that the Parks and Recreation Master Plan will be the fourth, five-year comprehensive Parks and Recreation Master Plan for the City of Birmingham.

Lauren stated that six proposals were received for the update of the Parks and Recreation Master Plan. Lauren stated that the Parks and Recreation Master Plan Sub-Committee met on Friday, June 2, 2107 to interview four firms that included Rowe Professional Services, Landscape, Architects & Planners, Inc. (LAP), McKenna and Beckett & Raeder.

Lauren stated upon conclusion of the interviews, an in-depth review of the proposals and reference checks, McKenna Associates is the recommended firm.

Therese stated the four firms present were allowed a half-hour each. The firms had time for an opening statement, all answered ten identical questions, some questions about their background, and some hypothetical questions.

Therese stated that all four firms did a nice job presenting. Therese stated that they all had experience in doing multiple recreation master plans (except less so for ROWE Professional Services) in the last few years that have been accepted by the DNR and have won multiple awards.

Therese stated that the sub-committee recommended McKenna Associates because they had the best orientation to what the City of Birmingham wants to accomplish. Therese stated that the City is not starting from scratch and neither is the City trying to do a comprehensive plan for each City of Birmingham park, which was Beckett & Raeder's orientation and strength.

Therese stated that after the optional items were added in to ROWE's base bid the cost would bring the complete bid price to \$22,000.

Therese stated that McKenna is personable, engaging and they have a lot of experience with similar communities. Currently a different division of their firm is employed by the City of Birmingham doing plan reviews and code inspections and the informal/formal feedback is excellent - good customer service and very competent.

It was moved by Bill Wiebrecht, seconded by John Meehan to support the Department of Public Services recommendation of hiring McKenna Associates to update the Parks and Recreation Master Plan for the City of Birmingham in the amount of \$24,500.

Yeas – 5 Therese Longe, John Meehan, Ryan Ross, Art Stevens and Bill Wiebrecht
Nays – 0
Absent-2 Ross Kaplan and Lilly Stotland

COMMUNICATIONS/DISCUSSION ITEMS #1a Golf Course Report

Lauren provided the Parks and Recreation Board the golf report and stated that the golf financials for the last few months will be provided at the July Parks and Recreation Board meeting.

No Action was taken by the Parks and Recreation Board

COMMUNICATIONS/DISCUSSION ITEMS #2a Birmingham Scraps Annual Fourth of July Fireworks Show

Lauren presented to the Parks and Recreation Board an article about the City of Birmingham cancelling the Fourth of July fireworks.

No Action was taken by the Parks and Recreation Board

COMMUNICATIONS/DISCUSSION ITEMS #3a 2017 In The Park Concert Series Schedule

Connie presented to the Parks and Recreation Board a partial 2017 In The Park Concert Schedule

No Action was taken by the Parks and Recreation Board

COMMUNICATIONS/DISCUSSION ITEMS #4 Recommendation For Two Alternate Parks and Recreation Board Members

Lauren stated that the administration is looking to have a recommendation that will go before the City Commission to have two alternate Parks and Recreation Board members as part of the Parks and Recreation Board.

Lauren stated that it is under consideration only because the Parks and Recreation Board had low attendance among other boards and feeling that would allow an opportunity to increase attendance.

Lauren stated that Parks and Recreation Board have always had a quorum.

Therese stated that the City Commission is also recommending two alternate board members for the Multi-Modal Transportation Board and Public Arts Board.

No Action was taken by the Parks and Recreation Board

UNFINISHED BUSINESS:

No unfinished business

NEW BUSINESS:

Therese stated that Mark Clemence, Chief of Police had a lengthy comprehensive article about dogs and dogs in the parks in the Eccentric Newspaper.

Therese stated that the article could be placed on the City of Birmingham website and to be sent to Homeowners Associations.

Therese stated in the Eccentric Newspaper and article on how Baldwin Library worked with Beverly Hills on creating a story book trail at Beverly Park. Therese stated that you read picture books page by page walking through Beverly Park.

John suggested that Barnum Park could be a good location for this project.

No Action was taken by the Parks and Recreation Board

OPEN TO THE PUBLIC FOR ITEMS NOT ON THE AGENDA:

Therese stated that the next meeting will be held on Tuesday, June 11, 2017 at 7:15 pm at DPS.

The meeting adjourned at 6:50 pm
Connie J. Folk, Recreation Coordinator

ATTACHMENT A - AGREEMENT
Flat Roof Replacement on the Birmingham Ice Sports Arena Facility

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 **LaDuke Roofing and Sheet Metal**, having its principal office at **10311 Capital, Oak Park, MI 48237** (hereinafter called "Contractor"), provides as follows:

WITNESSETH:

WHEREAS, the City of Birmingham, through its Department of Public Services Department, is desirous of having work completed to remove and replace the flat roof on the Birmingham Ice Sports Arena facility at the City of Birmingham.

WHEREAS, the City has heretofore advertised for bids for the procurement and performance of services required to replace the flat roof over the Lobby, Offices, and Locker Rooms on the Birmingham Ice Sports Arena facility, 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 replace the flat roof on the Birmingham Ice Sports Arena facility.

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 the removal and replacement of the flat roof on the Birmingham Ice Sports Arena facility and the Contractor's cost proposal dated May 22, 2017 shall be incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto. If any of the documents are in conflict with one another, this Agreement shall take precedence, then the RFP.
2. The City shall pay the Contractor for the performance of this Agreement in an amount not to exceed \$ 84,890.00, as set forth in the Contractor's May 22, 2017 cost proposal.
3. This Agreement shall commence upon execution by both parties, unless the City exercises its option to terminate the Agreement in accordance with the Request for Proposals.
4. The Contractor shall employ personnel of good moral character and fitness in performing all services under this Agreement.
5. The Contractor and the City agree that the Contractor is acting as an

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

6. The Contractor acknowledges that in performing services pursuant to this Agreement, certain confidential and/or proprietary information (including, but not limited to, internal organization, methodology, personnel and financial information, etc.) may become involved. The Contractor recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the City. Therefore, the Contractor agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. The Contractor shall inform its employees of the confidential or proprietary nature of such information and shall limit access thereto to employees rendering services pursuant to this Agreement. The Contractor further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.
7. This Agreement shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan. The Contractor agrees to perform all services provided for in this Agreement in accordance with and in full compliance with all local, state and federal laws and regulations.
8. If any provision of this Agreement is declared invalid, illegal or unenforceable, such provision shall be severed from this Agreement and all other provisions shall remain in full force and effect.
9. This Agreement shall be binding upon the successors and assigns of the parties hereto, but no such assignment shall be made by the Contractor without the prior written consent of the City. Any attempt at assignment without prior written consent shall be void and of no effect.
10. The Contractor agrees that neither it nor its subcontractors will discriminate

against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight or marital status. The Contractor shall inform the City of all claims or suits asserted against it by the Contractor's employees who work pursuant to this Agreement. The Contractor shall provide the City with periodic status reports concerning all such claims or suits, at intervals established by the City.

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

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

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

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

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

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

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

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

City of Birmingham
Attn: Lauren Wood
151 Martin Street
Birmingham, MI 48009
248-530-1700

LaDuke Roofing & Sheet Metal
Attn: Roger LaDuke
10311 Capital
Oak Park, MI 48237

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

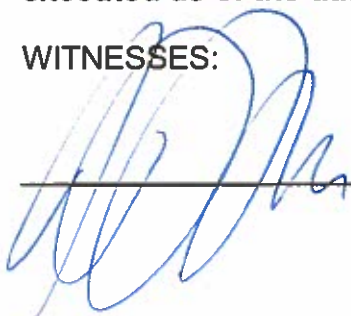
Court or any court having jurisdiction shall render judgment upon the award of the arbitrator made pursuant to this Agreement.

The laws of the State of Michigan shall govern this Agreement, and the arbitration shall take place in Oakland County, Michigan. In the event that the parties elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suit in the Oakland County Circuit Court or the 48th District Court.

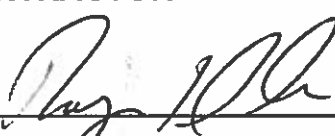
18. FAIR PROCUREMENT OPPORTUNITY: Procurement for the City of Birmingham will be handled in a manner providing fair opportunity for all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the City of Birmingham.

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

WITNESSES:



CONTRACTOR

By:  _____

Its: President

CITY OF BIRMINGHAM

By: _____

Mark Nickita

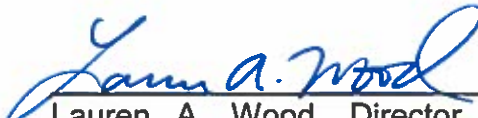
Its: Mayor

By: _____


J. Cherilynn Brown

Its: City Clerk

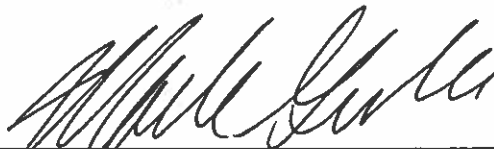
Approved:




Lauren A. Wood, Director of Public Services
(Approved as to substance)



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



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



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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/25/2017

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 VTC Insurance Group Troy Office 1175 W. Long Lake Ste. 200 Troy MI 48098-4960	CONTACT NAME: Kathleen Wasen PHONE (A/C, No, Ext): (248) 828-3377 FAX (A/C, No): (248) 828-3741 E-MAIL: kwasen@vtcins.com ADDRESS: kwasen@vtcins.com														
INSURED LaDuke Corporation DBA: LaDuke Roofing & Sheet Metal 10311 Capital St. Oak Park, MI 48237	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: National Fire Ins. of Hartford</td><td>20478</td></tr><tr><td>INSURER B: Continental Insurance Company</td><td>35289</td></tr><tr><td>INSURER C: Midwest Employers Casualty (CAM)</td><td>23612</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: National Fire Ins. of Hartford	20478	INSURER B: Continental Insurance Company	35289	INSURER C: Midwest Employers Casualty (CAM)	23612	INSURER D:		INSURER E:		INSURER F:	
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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	ADDL SUBR INSD WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input checked="" type="checkbox"/> XCU Included	X	6042900699	7/1/2016	7/1/2017	MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Contractual Liability					PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:					\$
A	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO		6042900704	7/1/2016	7/1/2017	BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						Underinsured motorist \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR					EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 5,000,000
	DED <input checked="" type="checkbox"/> RETENTIONS 0		6042900718	7/1/2016	7/1/2017	\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input type="checkbox"/> N/A	ENC005394	1/1/2017	12/31/2017	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased & Rented Equipment		6042900699	7/1/2016	7/1/2017	Deductible \$1,000 Limit \$235,000

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

Project: Roof Replacement City of Birmingham Ice Arena

Where required by written contract, the City of Birmingham, including all elected and appointed officials, employees, board, commissions and/or authorities and board members are additional insured on the General Liability policy with respect to liability arising out of ongoing and completed operations performed by the named insured. Where required by written contract, additional insured coverage provided under the General Liability policy applies on a primary and noncontributory basis. Umbrella/Excess liability follows form over General Liability, Automobile Liability and Workers Compensation Policies.

CERTIFICATE HOLDER

CANCELLATION

The City of Birmingham
851 South Eton
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

Alan Chandler/KJW

Alan P. Chandler

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ACORD 25 (2014/01)

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INS025 (201401)

COMMENTS/REMARKS

Insurer will endeavor to mail 30 days written notice of cancellation to the certificate holder; however, failure to do so will impose no liability of any kind upon the insurer or its agents or representatives.



CNA PARAMOUNT

**Blanket Additional Insured - Owners, Lessees or
Contractors - with Products-Completed
Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. The **WHO IS AN INSURED** section is amended to add as an **Insured** any person or organization whom the **Named Insured** is required by **written contract** to add as an additional insured on this **coverage part**, including any such person or organization, if any, specifically set forth on the Schedule attachment to this endorsement. However, such person or organization is an **Insured** only with respect to such person or organization's liability for:
 - A. unless paragraph B. below applies,
 1. **bodily injury, property damage, or personal and advertising injury** caused in whole or in part by the acts or omissions by or on behalf of the **Named Insured** and in the performance of such **Named Insured's** ongoing operations as specified in such **written contract**; or
 2. **bodily injury or property damage** caused in whole or in part by **your work** and included in the **products-completed operations hazard**, and only if
 - a. the **written contract** requires the **Named Insured** to provide the additional insured such coverage; and
 - b. this **coverage part** provides such coverage.
 - B. **bodily injury, property damage, or personal and advertising injury** arising out of **your work** described in such **written contract**, but only if:
 1. this **coverage part** provides coverage for **bodily injury or property damage** included within the **products completed operations hazard**; and
 2. the **written contract** specifically requires the **Named Insured** to provide additional insured coverage under the 11-85 or 10-01 edition of CG2010 or the 10-01 edition of CG2037.
- II. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - A. coverage broader than required by the **written contract**; or
 - B. a higher limit of insurance than required by the **written contract**.
- III. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
 - A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 2. supervisory, inspection, architectural or engineering activities; or
 - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- IV. Notwithstanding anything to the contrary in the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance**, this insurance is excess of all other insurance available to the additional insured whether on a primary, excess, contingent or any other basis. However, if this insurance is required by **written**



CNA PARAMOUNT

**Blanket Additional Insured - Owners, Lessees or
Contractors - with Products-Completed
Operations Coverage Endorsement**

contract to be primary and non-contributory, this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

V. Solely with respect to the insurance granted by this endorsement, the section entitled COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. *except as provided in Paragraph IV. of this endorsement*, agree to make available any other insurance the additional insured has for any loss covered under this **coverage part**;
3. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
4. tender the defense and indemnity of any **claim** to any other insurer or self insurer whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph (4) does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled DEFINITIONS is amended to add the following definition:

Written contract means a written contract or written agreement that requires the **Named Insured** to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 1. the **bodily injury** or **property damage**; or
 2. the offense that caused the **personal and advertising injury**for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA75079XX (1-15)

Page 2 of 2

Nat'l Fire Ins Co of Hartford

Insured Name: LADUKE CORPORATION

Policy No: 6042900699

Endorsement No: 3

Effective Date: 07/01/2016



MEMORANDUM

Department of Public Services

DATE: June 14, 2017

TO: Joseph A. Valentine, City Manager

FROM: Lauren A. Wood, Director of Public Services

SUBJECT: Ice Arena Repairs – Coolant Leak

Based on the issues pertaining to the coolant loss at the Birmingham Ice Arena, which surfaced on January 31, 2017, several measures have been put in place to evaluate and remedy this problem as soon as feasible. As the Ice Arena operation is closed down for the season with the refrigeration system disabled, testing was underway to determine the magnitude of the leak.

By way of background, find Attachment A letter dated June 6, 2017 from Delta Temp Inc. describing the scope of work to date and test results, Attachment B the itemized original testing plan dated May 11, 2017 and Attachment C the emergency repair purchase in the amount of \$13,028.00 approved by the City Commission on February 27, 2017 for the past work. After the pressure test of the system took place by Delta Temp Inc. on May 30, 2017, the results are as follows. The studio rink was pressure tested and held. The Main Arena was pressure tested and did not hold, this confirms there is a leak in the system and the location is unknown. The amount of coolant loss per day is 26.3 gallons.

Since the product leak rate is less than 100 gallons per day loss, a system called Rink Seal Pro seals leaks without tearing up the concrete floor. Rather than spend additional money searching for the leak location or locations, which would only lead to tearing up the concrete flooring to repair, this alternative was explored. We met on June 7, 2017 with Rink Seal Pro to examine the most viable option. The Rink Seal Pro Cooling solution is an organic product that will be applied to the system. This will seal any existing leaks on the system. This solution will also have a cleaning effect for the existing system. There is a twelve (12) month money back guarantee. Delta Temp who services our Ice Arena will be providing labor, material and equipment necessary to fill the system with glycol and add the Rink Seal Pro product to the system and monitor accordingly.

The enclosed proposals from Rink Seal Pro at an amount of \$12,150.00 and from Delta Temp Inc. in the amount of \$2,400.00, provides the details and total cost of \$14,550 for the recommended action for the repairs required to be made to the refrigeration system at the Ice Arena. Money is available for this purchase in the General Fund – Ice Arena account #101-752.000-930.0300.

The Ice Arena has 68,000 feet of 1" piping as part of the refrigeration system. The Ice Arena was built in 1972. The Ice Arena glycol system is a 4,300 gallon facility. This past season was the first time we experienced the glycol getting low and impacting the operations of the Arena, noticeable early 2017. Adding the product from Rink Seal Pro takes about an hour to inject it into the system. There may be future requirements to initiate a preventative maintenance

schedule with Rink Seal Pro based on whether any other leaks develop. As the rink continues to age and the refrigeration system expands and contracts the cooling solution sealing the existing leaks will only be effective for so long. Other clients of Rink Seal Pro include NHL Hockey Arenas such as San Jose and Tampa Bay as well as Ann Arbor, Royal Oak and Warren. In addition, find the attached reference letters.

Timing for this work is perfect now that the ice is removed from the Arena. Once the cooling solution is added to the system the pumps will run for about one week. Delta Temp will be monitoring this in order to let the product run throughout the piping. After all is functioning accordingly, then the pumps will be turned off until the entire system is turned back on permanently on or around August 10th, in advance of installing the ice.

SUGGESTED RESOLUTION:

To approve the purchase of the Rink Seal Pro Cooling Solution from Rink Seal Pro in an amount not to exceed \$12,150.00. Funds are available from the General Fund – Ice Arena account #101-752.000-930.0300.



500 AJAX DRIVE, MADISON HEIGHTS, MI 48071 • (248) 589-2828

SALES FAX (248) 589-3773

OFFICE FAX (248) 589-5539

June 6, 2017

City of Birmingham
Birmingham Ice Arena
2300 East Lincoln
Birmingham, MI 48009

Attn: Ms. Connie J. Folk
Recreation Coordinator

Re: Dowtherm SR-1 Coolant Loss
Ref: Outline of Events

Dear Ms. Folk,

Please see below the sequence of events;

Scope of Work:

- 01/31/17-Replace 1 ½" piping from return header to expansion tank due to leak.
- 01/31/17 thru 02/03/17-Added 1,200 gallons Heat Transfer Fluid.
- 02/13/17-Power outage. Added 330 Gallons Heat Transfer Fluid.
- 03/01/17 thru 03/02/17-Power outage. Added 495 gallons Heat Transfer Fluid.
- 03/07/17-Power outage. Added 150 gallons Heat Transfer Fluid.
- 04/04/17-Added 430 gallons Heat Transfer Fluid.
- 05/11/17-Closed Studio Valve. Added 165 gallons Heat Transfer Fluid.
- 05/21/17-Added 150 gallons Heat Transfer Fluid.
- 05/24/17-Shut Down and Disabled system.
- 05/30/17-Pressure Test System=
 - Studio-Pressure tested to 50psi and held.
 - Main-Could only reach 20psi and dropped to 0psi within 30 minutes.

End of Season Results:

- ♦♦Total Gallons Added: 2,920
- ♦♦Total Days of Occurrence: 01/31/17 thru 05/21/17= 111 Days
- ♦♦Total "Gallon per Day Loss"= 26.3

Attachment A

I hope the above is satisfactory; if you should have any questions please do not hesitate to call.

Regards,

A handwritten signature in black ink, appearing to read 'Richard A. Stieber', with a long horizontal line extending to the right.

Richard A. Stieber
Service Manager



MEMORANDUM

Department of Public Services

DATE: May 11, 2017

TO: Joseph A. Valentine, City Manager

FROM: Lauren A. Wood, Director of Public Services

SUBJECT: Ice Arena Testing Plan – Leak Location

Due to issues confronted at the Ice Arena starting on January 31, 2017 with the coolant levels, as soon as the ice is pulled out at the end of the ice skating season, we will proceed immediately with troubleshooting this situation. In essence, the refrigeration system based on the ongoing issues since earlier this year, has been behaving as if a leak exists. Visually as of today, there has been no evidence of a leak and additional exploration is required.

The plan is as follows as part of the scope of work for Delta Temp during this investigation period. I asked them to provide the steps including scenarios taking into account all options based on the findings once they begin. May 24, 2017 the refrigeration system will be shut down, as per normal course. This occurs annually following the ice show.

Step 1 Week of May 29th the air pressure testing of the entire system; including the main arena, studio rink, headers and cold floor piping. During this time, they will isolate as many system components as possible in the compressor room to concentrate on all piping below grade. The estimated cost for this projected one day project is \$1,200.00.

Step 2 If the pressure test detailed above holds; nothing more needs to be done other than continue to fill the remainder of the system with the coolant prior to next season start-up.

Step 3 If the pressure test does not hold, we recommend proceeding with ground penetrating radar (GPR) with the specialty firm National GPR Service. They will map beneath the slab and soil, marking any findings on the surface. During this time they will be able to calculate the "loss of gallons" in a 24 hour period between the dates of January 31st through May 24th. This two day project is estimated to cost \$7,800.00

Step 4 If after the GPR step above; the product leak rate is less than 100 gallons per day loss, a system called Rink Seal Pro seals leaks without tearing out the concrete flooring. The estimated cost for this system is \$18,600.

Step 5 If after the GPR is greater than 100 gallons per day loss, the marked areas on the flooring get excavated to locate and repair leak or leaks only if it is in the headers outside the cold floor area. Otherwise, if the leak(s) is in the cold floor grid pipe which is imbedded in the cold floor slab this cannot be repaired. Cost estimates are unknown at this time.

As this gets underway, I will continue to provide updates at each integral step.



MEMORANDUM

Department of Public Services

DATE: February 16, 2017

TO: Joseph A. Valentine, City Manager

FROM: Lauren A. Wood, Director of Public Services

SUBJECT: Emergency Repairs at Birmingham Ice Arena

Beginning on January 31, 2017 a significant issue surfaced at the Birmingham Ice Arena in maintaining the ice temperature. Typical service call for repairs turned into an extended and dire situation which warranted significant costs which were unavoidable in order to maintain rink operations. This included more service calls on February 1-3, 2017 for labor and material to service the condition of the rink as we managed and monitored the recent situation at the Ice Arena. This contractor work was over and above work performed by DPS staff during this time as well. There was a significant amount of activity going on under these circumstances.

The issue began with a sudden rise in refrigeration temperature while a noted decrease in the coolant fluid levels known as glycol, which is required for keeping the ice at the ideal temperature for complete system operations for the two sheets of ice in the Birmingham Ice Arena. This critical issue also started at the onset of us hosting a four day district Hockey Tournament at the Arena. Troubleshooting began at inception of this issue as we could not detect why or where the glycol was leaking out from the system. Potentially, initial thoughts were air pockets developed in the system causing a sudden drop in level of this liquid product. Simultaneously we were pursuing whether a leak exists or not all while adding significant quantities of the glycol into the system. By way of some background information, the system holds about 4,400 gallons and during the past few weeks we have added an additional 1,400 gallons and are looking for possible leak locations beneath the slab or in the system lines in the engine room. We have consulted with other specialized contractors throughout this troubleshooting period. In addition, other alternatives are being explored for further testing of locations of possible leaks, if deemed required.

As of this writing, we are stable with the system and have not added any additional material. Staff is monitoring on a very aggressive schedule this situation by way of the controls and visual inspections. Going forward, if we continue to add glycol during the skating season, other measures may be required after closing to perform leak locating measures. Supplemental material will be provided as we discover what problem needs solving.

Until such recent time, over the past twenty or more years there has been no need to add glycol to the system. There was always a constant flow of this material in the system. The issue remains at to whether there is a leak in the system despite no evidence of it or whether a system refill of glycol was in order.

Delta Temp Inc. is our contractor for these services at the Ice Arena. They have full knowledge of the operating system at the Ice Arena and have worked for the City of Birmingham over twenty-five years. They have extensive working knowledge of other Ice Arena facilities around the State including Joe Louis Arena. The total cost for these emergency services provided by Delta Temp Inc. is \$13,028.00. Funds for this purchase are available in the General Fund – Ice Sports Arena account #101-752.000-930.0300.

SUGGESTED RESOLUTION:

To confirm the City Manager's authorization for the emergency expenditure regarding the repair to the Birmingham Ice Arena by Delta Temp Inc. in the amount of \$13,028.00 to be paid from the General Fund – Ice Sports Arena account #101-752.000-930.0300, pursuant to Sec. 2-286 of the City Code.

RINK SEAL PRO™
10386 N. Holly Rd.
Holly, MI 48442
(855) 974-2537

QUOTATION

Quote Prepared By: Mike Mermuys

Customer Information

Quote Date: 6/7/2017 Quote#: 92621
Company: City Of Birmingham /
Attn: Lauren Wood
Email: lwood@bhamgov.org Phone: 248.530.1702 Fax: 248.530.1742

System Description

Based on the customers information, the customer has a two pad 4300 gallon facility with multiple Leaks.

System Solution

Our recommendation is Rink Seal Pro Cooling/ solution be applied to the system. This will seal any existing leaks on the system. Solution will also have a cleaning effect for the existing system. All filtration systems must be bypassed for 12 months. Guaranteed to stop your leak or your money back.

Quote Terms/Pricing

Payment Terms	Quote Price:	Freight:	Quote Total:	Tax Exempt?	Tax ID
30 Days	\$12,000.00	\$150.00	\$12,150.00	No	

****Note:** If you have not already, please fax or email proof of tax exemption. All applicable taxes will be charged unless you provide tax exempt status.

Payment/Shipping Information

Payment Method ☐ Check ☐ COD ☐ Credit Card ☒ PO ☐ Warranty PO Number
Shipping Method ☐ Ground ☐ LTL ☐ Customer Pick-up

****Note:** Unless COD, shipping charges will be reflected on final invoice. Please make all checks payable to Shaler.

TERMS AND CONDITIONS OF SALE

1. **Parties.** "Seller" means Shaler a Michigan corporation. "Buyer" means the entity or person submitting the purchase order to Seller.

2. Application. These Terms and Conditions of Sale define the relationship of Buyer and Seller and apply to all sales of products, supplies, materials, or other personal property (individually and collectively, "Product(s)") by Seller to Buyer. Buyer acknowledges and agrees that these Terms and Conditions of Sale are incorporated in, and are a part of, each quotation, purchase order, invoice, release, requisition, work order, shipping instruction, specification, and any other document, whether expressed verbally, in written form or electronic commerce, relating to the sale of Product(s) by Seller to Buyer (these documents are collectively referred to as the "Agreement").

3. Warranty, Disclaimer and Money Back Guarantee. Seller warrants if the Product(s) fail to meet Sellers published specifications and is defective because it fails to meet the Seller's normal published specifications, Seller will issue the Buyer a refund of the amount paid to Seller for the Product subject to the warranty claim. Warranty claims must be made in writing by Buyer to Seller. Seller's liability for warranty claims of any kind is strictly limited to the purchase price of the Product.

4. Limitation. THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE. NO OTHER WARRANTY OR REMEDY IS EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR AND THOSE ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. BUYER ACKNOWLEDGES THAT EXCEPT FOR THE WARRANTY SET FORTH ABOVE, NO REPRESENTATIONS CONCERNING THE PRODUCTS ARE OR WERE MADE TO BUYER OR RELIED UPON BY BUYER WITH RESPECT TO THE QUALITY OR FITNESS OF THE PRODUCTS. BUYER WAIVES THE RIGHT TO ANY CLAIMS BASED ON AN ALLEGED BREACH OF WARRANTY BY THE SELLER EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT.

Except as otherwise specified in this Agreement, the Seller shall have no liability of any kind from either Buyer, its customers, or end users of the Products, for any reason, for any expenditure made, or loss of income incurred, by Buyer in preparation for performance of the Buyer's obligations under this Agreement or otherwise. IN NO EVENT SHALL THE SELLER BE LIABLE TO BUYER OR ANY PARTY CLAIMING THROUGH BUYER FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR CONTINGENT DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, INJURIES TO PROPERTY, LOSS OF USE OF THE PRODUCT, OR ANY ASSOCIATED EQUIPMENT WITH RESPECT TO CLAIMS MADE UNDER THIS AGREEMENT OR BY ANY PURCHASER OR USER OF PRODUCTS, REGARDLESS OF THE FORESEEABILITY OF SUCH DAMAGES OR WHETHER THE SELLER WAS APPRISED OF THE LIKELIHOOD THEREOF.

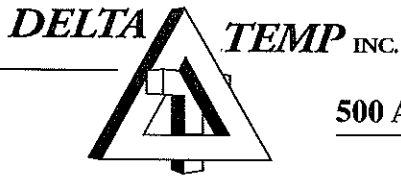
Thank You!

Mike Mermuys - Vice President
Shaler - Rink Seal Pro
810-603-1324 Ext:401
mike.mermuys@shalerpro.com

X _____
Buyer Signature

Buyer/Company Name

Date



500 AJAX DRIVE, MADISON HEIGHTS, MI 48071 • (248) 589-2828

SALES FAX (248) 589-3773

OFFICE FAX (248) 589-5539

June 8, 2017

City of Birmingham
Department of Public Services
851 S. Eton
Birmingham, MI 48009

Attn: Ms. Lauren Wood
Director of Public Services

Re: Birmingham Ice Arena
Ref: Rink Seal Pro Installation

Dear Ms. Wood,

Labor, Material, Tools and Equipment necessary to fill the glycol system and begin full circulation.

Add Rink Seal Pro to system, top-off system with glycol if required and monitor levels.

♦♦♦TOTAL JOB- \$2,400.00

NOTE: Dowtherm SR-1 to be supplied by owner.

I hope the above is satisfactory, if you should have any questions please do not hesitate to call.

Regards,

Richard A. Stieber
Service Manager



A Town with a past – a City with a future

November 26, 2015

To Whom it may concern,

The Diamond Arena in Warman, Saskatchewan was built as many small town arenas were, by the hard work of many volunteer laborers. Construction on the Diamond Arena start in the spring of 1963 and the facility opened to the public in the late fall of 1965. The facility has been a great facility and the cornerstone of our community, but as it ages we have been face with many issues with the refrigeration system.

The technology that goes into today's arena floors with insulation, heating lines and almost perfect grades was not available at the time the Diamond Arena opened. We face many issues with major waves in the ice pad, ground freezing, shifting, leaking brine lines and extended processes of ice installation. Every year we would face leaks prior to starting the ice plant, during the installation of the ice and at times during the season. We face additional start up days to drop temperature to accommodate ice installation, depending on the outside temperature, up to 14 days, and then the extra strain on the compressors to make ice and maintain the ice.

This spring we introduced Rink Seal into our refrigeration system at the recommendation of Cimco Refrigeration. To date we have been very impressed with the product. It has sealed all of our leaks and has eliminated the loss of brine. It has shortened the time period to drop the temperature to ice by 7 days and finally it has removed the strain on our compressor by shortening the run time and the amount of time both compressors run together.

Although we have not been through an entire season of operation with Rink Seal, to date it has done everything it was advertised to do. If the product continues to provide results as it has in the short time we have been using it, I would have no hesitation in recommending Rink Seal to any other community facing the same issues we are.

Sincerely,

Paul McGonigal
Recreation and Community Services Manager

107 Central Street West, P.O. Box 340, Warman, SK S0K 4S0
Phone 306-933-2133 – Fax 306-933-1987
www.warman.ca

PARKS & RECREATION SERVICES

April 2013

To whom it may concern;

I have been asked to provide a testimonial on the product Rink Seal Pro. After the great success we had with the product, I am gladly typing this letter up.

The beginning of our 2012/2013 season did not start very well. We always seem to have a small brine leak of some kind but this season we had a major leak in the floor somewhere. After having three different companies come in to try and locate and or repair the leak(s) we were still having brine loss issues. We ended up shutting our system down and pumping all of the brine from our system to do air pressure testing. This was successful in locating the loop (delivery and return) that was leaking and then we installed valves to isolate those lines. This was not a fun day for all involved and we were very lucky to not lose our sheet of ice. In all we lost a day of scheduled ice rentals.

After valving off the lines we held our pressures for a while but we once again started losing more brine from another leak. This leak was smaller than the previous one but still was still costing us time and money in calcium chloride and staff hours mixing and monitoring.

I had budgeted for floor repairs in the off season but did not know how much to budget for or when we could do the work as we rent the arena floor out in the off season for many large events.

In February of 2013 I received a "post card" in the mail addressed to the "arena manager", I usually throw out these mailings that I receive every day but something caught my eye about this one. I believe it was the large lettering asking if my ice rink was leaking.

I made some calls and contacted a couple of other rinks that had provided testimonials about this product. Everyone I talked to was very enthusiastic about the Rink Seal Pro and I now know why.

We purchased the product for a fraction of the expenses already incurred trying to fix our leaks and had our mechanical contractor assist us in installing it in our system. We opened the valves to the major leak and crossed our fingers.

From the time we put the product in our system we did not lose any more brine! I expected a drop for a few days or so but we did not lose another litre of our brine. Our Brine temperature became lower than it ever had and we have never lost any brine again. I am recommending this product to anyone who has a leak in their system. I wish I had heard of it before I spent money on other methods that did not work.

Sincerely;

Bob Denison

Supervisor, Arena/Parks Operations
Township of West Lincoln

JOHN LINDELL ICE ARENA ROYAL OAK

December 12, 2012

Re: John Lindell Ice Arena

To whom it may concern:

It is with great pleasure to recommend Rink Seal Pro for your refrigeration leak repair solutions. While working with the Shaler – Rink Seal Pro team, we were able to fix our cold floor leak. We were able to accomplish this mid-season without having to do major repair to the floor and without major interruption to our business.

I became aware of this company and their products as we were trouble-shooting solutions for a small leak in our cold floor piping. During our research, we found they could do a simple repair. This was opposed to the alternative; a much more expensive and involved repair. In addition, the alternative would have created a much higher profit loss related to stopping business for an extended period of time. Real Seal Pro was very quick with beginning their work right away.

In addition to an excellent product, the customer service we received was beyond our expectations. The Rink Seal Pro team communicated effectively by answering all of our questions and concerns thoroughly and in a timely fashion. The company stands behind their product; which is apparent by their follow up service. They have come back to the facility multiple times after the project was complete to take samples for analysis. I feel confident in the outcome.

We are pleased to recommend Rink Seal Pro for the great work and service they provided us-a job well done.

Thank you,

Amaan Archer
General Manager
Suburban Sports Group
John Lindell Ice Arena
1403 Lexington Blvd.
Royal Oak MI 48073



Operated by Suburban Sports Group

John Lindell Ice Arena 1403 Lexington Blvd., Royal Oak, MI. (248) 246-3950
www.royaloakicearena.com



PARKS AND RECREATION

5460 ARDEN
WARREN, MI 48092
(586) 268-8400
www.cityofwarren.org

December 10, 2012

I came to Rink Seal Pro with a problem with my outdoor rink. I was losing approximately 300 gallons of coolant every 2-3 days. I was looking for an affordable solution that didn't require an expensive hard repair due to our budget limitations. After talking with Shaler's technicians about their Rink Seal Pro product, they were at my facility within an hour to evaluate my problem. I ordered the product, picked it up the next day, and installed it in my brine system. By the next day, my system was holding pressure and I no longer have any leaks. I was beyond impressed. I would recommend Shaler's Rink Seal Pro to anyone suffering from under-ice coolant leaks.

Sheldon Miller
Superintendent of Facilities & Operations





MEMORANDUM

Department of Public Services

DATE: June 12, 2017

TO: Joseph A. Valentine, City Manager

FROM: Lauren A. Wood, Director of Public Services

SUBJECT: Ice Arena & Skate Park Phase 2 - Security Cameras

The Department of Public Services during 2015 installed the first phase of a security camera system for the Birmingham Ice Arena located at Kenning Park. The original system consisted of seven (7) security cameras with a hard drive DVD server. The placement of the cameras were as follows: one to survey the skate park, two to view the ice rink parking lot, one viewing the ice rink entrance, one in the concession stand, one in the ticket booth and one in the main rink office. The total cost for this installation was \$14,005.00. During 2015, we anticipated other phasing for future enhancements at this site.

In keeping with the ongoing effort to enhance safety and security of public facilities we are at this time requesting a phase 2 addition of cameras for the Ice Arena property. The system will consist of an additional six (6) security cameras along with an updated hard drive. The placement of the cameras will be as follows: five cameras to view the main rink inside the building and one camera outside on the west side of the parking lot.

The Department of Public Services recommends waiving competitive bidding requirements for this purchase as Abel Electronics designed and has been the sole vendor for the Pelco security system. Pelco is the City's vendor for all citywide security camera and equipment needs. The total cost of the equipment and installation through Abel Electronics is \$8,004.00. The quote dollar amount given for budgeting purposes is still current. We have budgeted \$10,000 in the General Fund, Ice Rink Sports Arena, Buildings account #101-752.000-977.0000.

SUGGESTED RESOLUTION:

To waive the competitive bidding requirement for the sole source vendor and approve the purchase of six (6) additional security cameras along with an updated hard drive, for a total expenditure not to exceed \$8,004.00. Funds for this purchase are available in the General Fund, Ice Rink Sports Arena, Buildings, account #101-752.000-977.0000.



MEMORANDUM

City Clerk's Office

DATE: June 14, 2017

TO: Joseph A. Valentine, City Manager

FROM: J. Cherilynn Brown, City Clerk

SUBJECT: Deaf & Hearing Impaired Services Inc.

Deaf & Hearing Impaired Services, Inc. provides services for residents of Birmingham which include hearing screenings, sign language classes, and individual client assistance. The organization provides quarterly invoices to the City which detail the services provided.

Deaf & Hearing Impaired Services, Inc. has completed the agreement including Attachment A, which provides a description of the services to be provided and the direct benefit of their services to the City, detailed billings for Fiscal Year 2017, and Attachment B, further detailing services provided. The budget for 2017-2018 includes an amount of \$2,400.00 for these services. This represents no change from the previous budget year.

A review of the services provided in Fiscal Year 2016-2017 reveals a very small number of Birmingham residents receiving services, and those residents are travelling to Farmington Hills and Ferndale to attend the available programs. The City of Birmingham is not receiving requests for sign language interpretation of our public meetings. In conclusion, the benefit Birmingham residents directly receive from the service contract between the City of Birmingham and Deaf & Hearing Impaired Services, Inc. is disproportionate to the public funds we are expending.

As discussed with Linda Booth, President of Deaf & Hearing Impaired Services, Inc., the City of Birmingham may consider discontinuing yearly service contracts with the organization. The City may choose to enter into a final service contract for Fiscal Year 2017-2018 to allow the organization time to find replacement funding.

A representative from Deaf and Hearing Impaired Services, Inc. will be in attendance at the June 26, 2107 City Commission meeting to answer any questions.

SUGGESTED RESOLUTION:

To approve the service agreement with Deaf & Hearing Impaired, Inc. in the amount of \$2,400.00 for services described in Attachments A & B of the agreement for fiscal year 2017-2018, account number 101-215.000-811-0000, to provide notice to Deaf & Hearing Impaired, Inc. that this will be the final service contract with the City of Birmingham, and to direct the Mayor and City Clerk to sign the agreement on behalf of the City.

SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement"), made this 11th day of July, 2017 by and between the **CITY OF BIRMINGHAM**, having its principal office at 151 Martin Road, Birmingham, MI 48009 ("CITY"), and ~~Deaf & Hearing Impaired Svcs.~~ whose address is 25882 Orchard Lk. Rd. Ste. 100 ("SERVICE PROVIDER"), provides as follows:
Farmington Hills, MI 48336

WITNESSETH:

WHEREAS, the CITY desires to have certain services provided, which shall be of the type, nature and extent as set forth on Attachment A; and

WHEREAS, SERVICE PROVIDER desires to provide said services for the CITY, which it shall do in accordance with the experience it has attained from providing similar services of this nature, under the terms and conditions hereinafter stated.

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

1. SERVICE PROVIDER shall perform the services as set forth on Attachment A. The type, nature and scope may be changed if mutually agreed upon in writing by SERVICE PROVIDER and the CITY.

2. The CITY shall pay a total of \$ 2,400 to SERVICE PROVIDER for the performance of this Agreement, which amount shall compensate SERVICE PROVIDER for all aspects of the services to be performed including, but not limited to, all preparation, coordination, management, staffing and all other services incidental thereto. Payment shall be made to SERVICE PROVIDER pursuant to the schedule contained in Attachment A.

3. All services performed shall be of the highest quality and standards that meet or exceed that which is required and expected in that service industry.

4. SERVICE PROVIDER shall provide and designate one supervisor responsible for the coordination of services provided, who shall handle problem solving and be the contact person for the CITY.

5. This Agreement shall commence immediately after both parties have signed in the place and manner indicated below and shall terminate in accordance with the provisions as set forth in Attachment A.

6. This Agreement shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan. SERVICE PROVIDER 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.

7. 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.

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

9. SERVICE PROVIDER agrees that neither it nor its employees will discriminate against any employee, independent contractor, 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. SERVICE PROVIDER shall inform the CITY of all claims or suits asserted against it by SERVICE PROVIDER's employees or contractors who work pursuant to this Agreement. SERVICE

PROVIDER shall provide the CITY with periodic status reports concerning all such claims or suits, at intervals established by the CITY.

10. To the fullest extent permitted by law, SERVICE PROVIDER and any entity or person for whom SERVICE PROVIDER 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 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, which arises out of or is in any way connected or associated with this Agreement. Such responsibility shall not be construed as liability for damage caused by or resulting solely from the act or omission of the CITY, its elected or appointed officials, employees, volunteers or others working on behalf of the CITY.

11. SERVICE PROVIDER shall not commence work under this Agreement until it has, at its sole expense, obtained the insurance required by this paragraph. All certificates of insurance shall be with insurance carriers licensed and admitted to do business in the State of Michigan. All certificates of insurance shall be with insurance carriers acceptable to the CITY. SERVICE PROVIDER shall maintain during the life of this Agreement the types of insurance coverage and minimum limits as set forth below:

- A. Workers' Compensation Insurance: SERVICE PROVIDER 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: SERVICE PROVIDER 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 for 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: SERVICE PROVIDER 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 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 SERVICE PROVIDER 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: Finance Department, City of Birmingham, P.O. Box 3001, 151 Martin Street, Birmingham, Michigan 48012.
- F. Proof of Insurance Coverage: SERVICE PROVIDER 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. 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 Agreement, SERVICE PROVIDER shall deliver renewal certificates and/or policies to the CITY at least (10) days prior to the expiration date.

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

13. 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. 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 48th District Court.

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

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

15. SERVICE PROVIDER and the CITY agree that SERVICE PROVIDER shall be liable for its own actions and neither SERVICE PROVIDER nor its employees or contractors shall be construed as employees of the CITY. 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. SERVICE PROVIDER, including its employees and contractors, 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 and other employer contributions on behalf of SERVICE PROVIDER or SERVICE PROVIDER's employees or contractors.

16. SERVICE PROVIDER 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. SERVICE PROVIDER recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the CITY. Therefore, the SERVICE PROVIDER agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. SERVICE PROVIDER shall inform its employees and contractors of the confidential or proprietary nature of such information and shall limit access thereto to employees rendering services pursuant to this Agreement. SERVICE PROVIDER further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.

The said parties have caused this Agreement to be executed as of the date and year above written.

THE CITY OF BIRMINGHAM

By: _____
Mark Nickita, Mayor

By: _____
J. Cherilynn Brown, City Clerk

[SERVICE PROVIDER]

By: Linda M. Booth

Its: President

APPROVED:

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

J. Cherilynn Brown
J. Cherilynn Brown, City Clerk
(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)

Name of Organization: Deaf & Hearing Impaired Services, Inc.

VIII. Provide a detailed list of services provided in the 2016-2017 Fiscal Year (July 1, 2016 – June 30, 2017). Include the following for each quarter:

- Date & Timeframe of each service provided
- Explanation of the service provided
- Number of Birmingham residents in attendance/effected by service
- Explanation of how the funds were used

(Use Attachment B to record the services. Attach additional sheets if necessary.)

NOTE: Organizations receiving funding are required to provide invoices to the City for services coinciding with the timing of the delivery of those services.

Submitted by: LINDA M. BOOTH Title: PRESIDENT
(Print Name)

Signature: Linda M. Booth Date: 6-12-2017

REQUESTED INSURANCES

(2 COPIES)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/12/2017

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

Michigan Community Insurance Agency Inc.
49357 Pontiac Trail Ste 101
PO Box 930599
Wixom MI 48393-0599

CONTACT NAME: Brian St Charles

PHONE (A/C No. Ext): (248) 926-1444

FAX (A/C No): (248) 926-5959

E-MAIL ADDRESS: Bwstcharles@MichiganCommunity.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Frankenmuth Mutual Insurance

13986

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

DEAF & HEARING IMPAIRED SERVICES INC
25882 ORCHARD LAKE RD STE 10
FARMINGTON HILLS MI 48336

COVERAGES

CERTIFICATE NUMBER:2016/17 GL AU WC

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	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>	CPP6236040	11/09/2016	11/09/2017	DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000
						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO- JEC <input type="checkbox"/> LOC					GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
						\$
A	AUTOMOBILE LIABILITY					
	<input type="checkbox"/> ANY AUTO					COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS	BA 6236040	11/09/2016	11/09/2017	BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	DED	RETENTION \$				\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	WC 6236040	11/09/2016	11/09/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. EACH ACCIDENT \$ 500,000
						E.L. DISEASE - EA EMPLOYEE \$ 500,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Employee Dishonesty		CPP6236040	11/09/2016	11/09/2017	Limit \$25,000

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

Certificate Holder Continued: The City of Birmingham including all elected & appointed officials, all employees & volunteers, all board & commissions &/or authorities & board members, including employee & volunteers thereof.

CERTIFICATE HOLDER

CANCELLATION

City Of Birmingham
Cont.
151 Martin St
PO Box 3001
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

Timothy McDonnell

Non Vehicle Use- Please be advised that Deaf & Hearing Impaired Services, Inc. has no owned vehicles

ATTACHMENT A

- I. Name of Organization: Deaf & Hearing Impaired Services, Inc.
- II. Funding Request: \$2,400
- III. Amount of Funding Previously Received from the City of Birmingham: \$2,400
- IV. Organization's Purpose of Mission with Emphasis on how the Organization serves the City:

Mission: Deaf & Hearing Impaired Services, Inc.'s mission is to provide the highest quality of comprehensive services for Deaf and hard of hearing older adults and their families in southeast Michigan – linking their talent to the Deaf youth population through mentoring programs that enhance language and living skills- while promoting their independence and dignity through cooperative effort with other community based services.

Benefits: Deaf older adults and their families benefit from group education programs and individual client assistance, provided in American Sign Language, by the interpreters of Deaf & Hearing Impaired Services, Inc. Staff of DHIS are fluent in American Sign Language and its contractors are all state or national certified interpreters in accordance with State Law and Federal Americans With Disabilities Act mandate. Birmingham residents, who are Deaf, are able to have equal access to DHIS programs and services. Additionally, Birmingham residents benefit from the sign language classes that DHIS provides so that they may communicate with their Deaf family member. Hard of hearing Birmingham residents benefit from the Hearing screenings that are provided at no cost. Hearing aid maintenance and information and referral for follow up is also provided.

The City of Birmingham Commissioners to the interpreting services of Deaf & Hearing Impaired Services, Inc. as DHIS provides Sign Language Interpreters for public meetings at no cost to the city, upon request. Date(s) of Service: Services are provided weekly on Thursdays and other days for special events

- V. Description of Services to be Provided (Scope of Work): Staff of Deaf & Hearing Impaired Services, Inc. provide Sign Language Classes, Hearing Screenings, Group Education Programs,

Hearing loss for DATA (discussion, awareness and technological assistance, Individual client assistance, socialization opportunities, day trips so that the Deaf may have equal access to and enjoy public services and public accommodations. DHIS staff provide Community education and trainings to city personnel upon request. Trainings include but are not limited to: Tips to communicate with a hard of hearing residents/Deaf residents; how to stay compliant with state and federal laws; tty review of usage; videophone usage. Upon request by the City of Birmingham, Sign Language Interpreters are provided for public meetings

- VI. Explain the value of the services to the City of Birmingham: DHIS provides Hearing Loss Awareness Educational presentations so residents are aware of how to protect their hearing. Causes of hearing loss, hearing aid scams etc. Deaf residents have access to community based services through the provision of DHIS state/national certified interpreters. Sign language classes are benefit to family

members who have hearing loss. DHIS provides trainings are provided to city personnel and interpreting for council meetings at no cost to the City of Birmingham in compliance with ADA.

VII. Provide a list of the other funding sources:

Area Agency on Aging 1-B

Donations from Deaf and hard of hearing older adult participants in Programs

ATTACHEMENT B

Name of Organization: Deaf & Hearing Impaired Services, Inc.

ATTACHMENT B

First Quarter (July 1, 2016 – September 30, 2016)

Date of Service Mondays and Thurs. of each month	Duration of Service (timeframe) <u>10am4:00pm</u>	Explain the services provided - <i>Sign Language Classes, Individual Client Assistance, Group Education, Sittercise/Yoga,</i>	Number of Birmingham residents in attendance or affected by the service	Breakdown of the funds used for that service
7/7 thru 9/29	6 hours per day	<i>Sign Language Classes, Individual Client Assistance, Group Education, Sittercise/Yoga,</i>	7 residents in regular (per 2 day/per week) attendance	3 months - \$632 paid for Interpreter and Program Coordinator

Second Quarter (October 1, 2016 – December 31, 2016)

Date of Service Mondays and Thursdays	Duration of Service (timeframe) 10:00 am-4:00 pm	Explain the services provided: Sign Language classes, Individual Client Assistance, Hair Cuts and Donations, Speakers on: Diabetic Care, Chair Exercises, Legal Aid Advanced Directives	Number of Birmingham residents in attendance or affected by the service	Breakdown of the funds used for that service
10/3 thru 12/22	6 hours per day (2 days per week)	Sign Language classes, Individual Client Assistance, Hair Cuts and Donations, Speakers on: Diabetic Care, Chair Exercises, Legal Aid Advanced Directives	6 residents in regular (per 2 day/per week) attendance)	3 months \$612 paid for Interpreter and Program Coordinator

06/14/2017 11:04

12484747938

DHIS

PAGE 02/02

Name of Organization: Deaf & Hearing Impaired Services, Inc.

[illegible][illegible]

To: City of Birmingham Commissioners

From: Deaf & Hearing Impaired Services, Inc.

Re: Detail of invoice #29622 - \$19.75 x 62 hours = \$1,224.50

Detail: July, Aug. Sept. Oct. Nov. Dec. 2016

Sign Language Classes – Sign Language Classes for Oakland County these 6 months are held at the William Costick Activities Center – There are 12 in the class and 2 are from the City of Birmingham. The class was held in 6 sessions. Sign classes were provided 2 hours per session. There were 12 sessions for a total of 24 hours during the months of July-Dec. 2016

Individual Client Assistance: Deaf older adults in Oakland County attend the Gerry Kulick Community Center for group education/socialization and individual client assistance. In the months of July-December - 4 Deaf senior citizens from the City of Birmingham, as regular attenders. Programs provided during the first six months were speakers from: Legal Aid discussing Advanced Directives, Speaker and exercise for a Yoga program. Blood Pressure screenings have been established at each satellite for Deaf and hard of hearing senior citizens, Yoga workshop established for 16 weeks. Time: 10:00-4:00pm programming and individual client assistance every Thursday sessions. Later participants were served individually with phone calls and 2 Birmingham Residents signed up for the trip to Yates Cider Mill – 34 Deaf and hard of hearing seniors attended a trip to the Holocaust Center in West Bloomfield. Interpreters were provided by DHIS for the Tour. Programs and trips total (30 hours)

Hearing loss Awareness presentations (2): Hearing Screenings were provided 8 days/ 2 hours Mondays in Oakland County 3 Birmingham senior residents attended. The support group is held for two hours and issues concerning hearing loss are discussed and invited speakers discuss products that assist persons with hearing loss. 8 hours total

Total hours of activities for 6 months July-Dec = 62 hours @ \$1975 = grand total of \$1,224.50

To: City of Birmingham Commissioners

From: Deaf & Hearing Impaired Services, Inc.

Re: Detail of invoice #29622 - \$19.75 x 59 hours = \$1,175.13

Detail: Jan., Feb., Mar., Apr., May., Jun., 2017

Sign Language Classes – Sign Language Classes for Oakland County these 6 months are held at the William Costick Activities Center – There are 12 in the class and 2 are from the City of Birmingham. The class was held in 6 sessions. Sign classes were provided 2 hours per session. There were 12 sessions for a total of 24 hours during the months of January-June. 2017

Individual Client Assistance: Deaf older adults in Oakland County attend the Gerry Kulick Community Center for group education/socialization and individual client assistance. In the months of July-December - 2 Deaf senior citizens from the City of Birmingham, as regular attenders. Programs provided during the first six months were speakers from: Legal Aid discussing Advanced Directives, Speaker and exercise for a Yoga program. Blood Pressure screenings have been established at each satellite for Deaf and hard of hearing senior citizens, Yoga workshop established for 16 weeks. Time: 10:00-4:00pm programming and individual client assistance every Thursday sessions. Later participants were served individually with phone calls and 2 Birmingham Residents signed up for the trip to the Holocaust Center – 36 Deaf and hard of hearing seniors attended a trip to the Holocaust Center in West Bloomfield. Interpreters were provided by DHIS for the Tour. Programs and trips total (30 hours)

Hearing loss Awareness presentations (2): Hearing Screenings were provided 8 days/ 2 hours Mondays in Oakland County 3 Birmingham senior residents attended. The support group is held for two hours and issues concerning hearing loss are discussed and invited speakers discuss products that assist persons with hearing loss. 8 hours total

Total hours of activities for 6 months July-Dec = 59.5 hours @ \$1975 = grand total of \$1,175.13



MEMORANDUM

Finance Department

DATE: June 16, 2017

TO: Joseph A. Valentine, City Manager

FROM: Mark Gerber, Director of Finance/Treasurer

SUBJECT: Next 2017-2018 Service Agreement

The City Commission previously approved a master service agreement to be used by various outside agencies that are requesting and have previously received funding from the City. Next has completed the required agreement and Attachments A and B, which provides a description of the services to be provided and the direct benefit of their services to the City and how the money is being spent in the current fiscal year.

Next is requesting funding totaling \$99,810 for 2017-2018. This is the same level of funding as fiscal year 2016-2017. Funding has been approved in the fiscal year 2017-2018 budget for this expenditure. Based on the services that Next provides and the direct benefit to the City, it is recommended that the City Commission approve Next's funding request in the amount of \$99,810.

SUGGESTED RESOLUTION: To approve the service agreement with Next in the amount of \$99,810 for services described in Attachment A of the agreement for fiscal year 2017-2018, account number 101-299.000-811.0000, and further direct the Mayor and City Clerk to sign the agreement on behalf of the City.

SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement"), made this 9 day of June, 2017 by and between the **CITY OF BIRMINGHAM**, having its principal office at 151 Martin Road, Birmingham, MI 48009 ("CITY"), and **NEXT**, whose address is 2121 Midvale Street, Birmingham, MI 48009 ("SERVICE PROVIDER"), provides as follows:

WITNESSETH:

WHEREAS, the CITY desires to have certain services provided, which shall be of the type, nature and extent as set forth on Attachment A; and

WHEREAS, SERVICE PROVIDER desires to provide said services for the CITY, which it shall do in accordance with the experience it has attained from providing similar services of this nature, under the terms and conditions hereinafter stated.

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

1. SERVICE PROVIDER shall perform the services as set forth on Attachment A. The type, nature and scope may be changed if mutually agreed upon in writing by SERVICE PROVIDER and the CITY.
2. The CITY shall pay a total of **\$99,810** to SERVICE PROVIDER for the performance of this Agreement, which amount shall compensate SERVICE PROVIDER for all aspects of the services to be performed including, but not limited to, all preparation, coordination, management, staffing and all other services incidental thereto. Payment shall be made to SERVICE PROVIDER pursuant to the schedule contained in Attachment A.
3. All services performed shall be of the highest quality and standards that meet or exceed that which is required and expected in that service industry.

4. SERVICE PROVIDER shall provide and designate one supervisor responsible for the coordination of services provided, who shall handle problem solving and be the contact person for the CITY.

5. This Agreement shall commence immediately after both parties have signed in the place and manner indicated below and shall terminate in accordance with the provisions as set forth in Attachment A.

6. This Agreement shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan. SERVICE PROVIDER 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.

7. 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.

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

9. SERVICE PROVIDER agrees that neither it nor its employees will discriminate against any employee, independent contractor, 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. SERVICE PROVIDER shall inform the CITY of all claims or suits asserted against it by SERVICE PROVIDER's employees or contractors who work pursuant to this Agreement. SERVICE

PROVIDER shall provide the CITY with periodic status reports concerning all such claims or suits, at intervals established by the CITY.

10. To the fullest extent permitted by law, SERVICE PROVIDER and any entity or person for whom SERVICE PROVIDER 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 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, which arises out of or is in any way connected or associated with this Agreement. Such responsibility shall not be construed as liability for damage caused by or resulting solely from the act or omission of the CITY, its elected or appointed officials, employees, volunteers or others working on behalf of the CITY.

11. SERVICE PROVIDER shall not commence work under this Agreement until it has, at its sole expense, obtained the insurance required by this paragraph. All certificates of insurance shall be with insurance carriers licensed and admitted to do business in the State of Michigan. All certificates of insurance shall be with insurance carriers acceptable to the CITY. SERVICE PROVIDER shall maintain during the life of this Agreement the types of insurance coverage and minimum limits as set forth below:

- A. Workers' Compensation Insurance: SERVICE PROVIDER 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: SERVICE PROVIDER 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 for 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: SERVICE PROVIDER 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 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 SERVICE PROVIDER 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: Finance Department, City of Birmingham, P.O. Box 3001, 151 Martin Street, Birmingham, Michigan 48012.
- F. Proof of Insurance Coverage: SERVICE PROVIDER 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. 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 Agreement, SERVICE PROVIDER shall deliver renewal certificates and/or policies to the CITY at least (10) days prior to the expiration date.

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

13. 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. 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 48th District Court.

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

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

15. SERVICE PROVIDER and the CITY agree that SERVICE PROVIDER shall be liable for its own actions and neither SERVICE PROVIDER nor its employees or contractors shall be construed as employees of the CITY. 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. SERVICE PROVIDER, including its employees and contractors, 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 and other employer contributions on behalf of SERVICE PROVIDER or SERVICE PROVIDER's employees or contractors.

16. SERVICE PROVIDER 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. SERVICE PROVIDER recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the CITY. Therefore, the SERVICE PROVIDER agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. SERVICE PROVIDER shall inform its employees and contractors of the confidential or proprietary nature of such information and shall limit access thereto to employees rendering services pursuant to this Agreement. SERVICE PROVIDER further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.

The said parties have caused this Agreement to be executed as of the date and year above written.

THE CITY OF BIRMINGHAM

By: _____
Mark Nickita, Mayor


By: _____
J. Cherilynn Brown, City Clerk

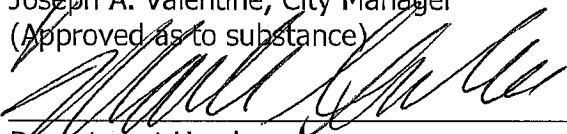
Next (Service Provider)

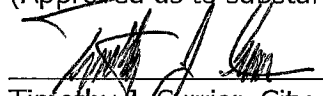
By: 

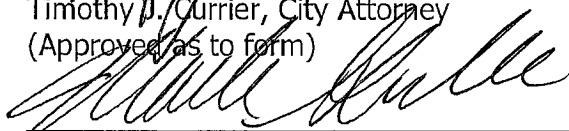
Its: Executive Director

APPROVED:


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


Department Head
(Approved as to substance)


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


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

ATTACHMENT A

I. Name of Organization: Next, Your Place to Stay Active & Connected

II. Funding Request: \$99,810.00

III. Amount of funding received from City in current fiscal year: \$99,810.00

IV. Organization's Purpose or Mission:

The mission of Next, is to identify and meet the needs of older adults by soliciting and coordinating community resources to provide educational recreational and social programs; support outreach searches; and volunteer opportunities.

V. Description of Services to be provided (Scope of Work):

Extensive quality programming for community residents to include lifelong learning and wellness, fitness, creative arts and social enrichment. In addition, Next provides comprehensive support services to assist residents who need additional support to age in place. This might include but not limited to Meals on Wheels, transportation, free tax preparation, health screenings and legal assistance, low income assistance with home and yard maintenance, home loans for major repairs along with information and referrals.

VI. Explain the value of the services to the City of Birmingham:

As Birmingham's aging population continues rapidly grow, Next provides vital enrichment opportunities while supporting independence to area residents. Strong communities are built and sustained when there is a diverse population of engaged citizens. A partnership between the city and Next is important to provide a wide variety of high quality activities, and supportive services to Birmingham residents in order to live comfortably in the City.

VII. Provide a list of the other funding sources: (List below. Attach additional sheet if necessary.)

Facility use, in-kind donation Birmingham Public Schools 36% of Next operating budget, additional sources of revenue as part of the operating budget: business donations 11%, transportation 10%, fundraisers 8% program fees 7%, membership dues 5% of the Next operating budget.

VIII. Provide a detailed list of services provided in the 2016-2017 Fiscal Year (July 1, 2016 – June 30, 2017). Include the following for each quarter:

- Date & Timeframe of each service provided
- Explanation of the service provided
- Number of Birmingham residents in attendance/effected by service
- Explanation of how the funds were used

(Use Attachment B to record the services. Attach additional sheets if necessary.)

NOTE: Organizations receiving funding are required to provide invoices to the City for services coinciding with the timing of the delivery of those services.

Submitted by: Christine Brown Title: Executive Director
(Print Name)

Signature: Christine Brown Date: 5/31/2017

Name of Organization: _____ Next, Your Place to Stay Active & Connected

ATTACHMENT B

First Quarter (July 1, 2016 – September 30, 2016)

Date of Service	Duration of Service (timeframe)	Explain the services provided	Number of Birmingham residents in attendance or affected by the service	Breakdown of the funds used for that service
July 1- Sept 30 th 2017	On going	Transportation to area doctors, hospitals, grocery stores, Next, etc	1080 rides given	\$27,641.18
		Meals delivered to homes	750 meals	\$2,250.00
		Home medical equipment loans	107 pieces of equipment loaned	\$2,500.00
		Outreach support to Birmingham residents	357 units of client contact	\$17,800.00
		Programs- In house: weekly speakers, daily fitness and creative art classes, health education classes, enrichment and social opportunities	6,000 visits to Next 1500 plus members come to Next in various degrees of frequency	\$27,750.00
		Travel, day and overnight trips	60 residents	\$ 4,500.00

Next, Your Place to Stay Active & Connected

Second Quarter (October 1, 2016 – December 31, 2016)

Date of Service	Duration of Service (timeframe)	Explain the services provided	Number of Birmingham residents in attendance or affected by the service	Breakdown of the funds used for that service
Oct. 1 – Dec, 31st	On-going	Transportation to area doctors, hospitals, grocery stores, Next, etc	1080 rides given	\$27,641.18
		Meals delivered to homes	750 meals	\$4,500.00
		Home medical equipment loans	107 pieces of equipment loaned	\$2,500.00
		Outreach support to Birmingham residents	357 units of client contact	\$17,800.00
		Programs- In house: weekly speakers, daily fitness and creative art classes, health education classes, enrichment and social opportunities	6,000 visits to Next 1500 plus members come to Next in various degrees of frequency	\$27,750.00
		Travel, day and overnight trips	60 residents	\$ 4,500.00

Name of Organization: Next, Your Place to Stay Active & Connected

Third Quarter (January 1, 2017 – March 31, 2017)

Date of Service	Duration of Service (timeframe)	Explain the service provided	Number of Birmingham residents in attendance or affected by the service	Breakdown of the funds used for that service
Jan 1 st – March 31 st 2017	On-going	Transportation to area doctors, hospitals, grocery stores, Next, etc	1080 rides given	\$27,641.18
		Meals delivered to homes	750 meals	\$4,500.00
		Home medical equipment loans	107 pieces of equipment loaned	\$2,500.00
		Outreach support to Birmingham residents	357 units of client contact	\$17,800.00
		Programs- In house: weekly speakers, daily fitness and creative art classes, health education classes, enrichment and social opportunities	6,000 visits to Next 1500 plus members come to Next in various degrees of frequency	\$27,750.00
		Travel, day and overnight trips	60 residents	\$ 4,500.00

Next, Your Place to Stay Active & Connected

Fourth Quarter (April 1, 2017 – June 30, 2017)

Date of Service	Duration of Service (timeframe)	Explain the service provided	Number of Birmingham residents in attendance or affected by the service	Breakdown of the funds used for that service
April 1- June 30 2017	On-going	Transportation to area doctors, hospitals, grocery stores, Next, etc	1080 rides given	\$27,641.18
		Meals delivered to homes	750 meals	\$4,500.00
		Home medical equipment loans	107 pieces of equipment loaned	\$2,500.00
		Outreach support to Birmingham residents	357 units of client contact	\$17,800.00
		Programs- In house: weekly speakers, daily fitness and creative art classes, health education classes, enrichment and social opportunities	6,000 visits to Next 1500 plus members come to Next in various degrees of frequency	\$27,750.00
		Travel, day and overnight trips	60 residents	\$ 4,500.00



BIRMARE-01

LJOLLIFF

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/21/2017

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 have ADDITIONAL INSURED provisions or 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 Hershey Insurance Group, Inc. 2855 Coolidge Highway Ste 204 Troy, MI 48084		CONTACT NAME: PHONE (A/C, No, Ext): (888) 843-7743 FAX (A/C, No): (248) 619-3480 E-MAIL ADDRESS: info@higmi.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Philadelphia Insurance Co.	
		INSURER B: Citizens Insurance Company	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED
Birmingham Area Seniors Coordinating Council dba NEXT
Coordinating Council dba NEXT
2121 Midvale Street.
Birmingham, MI 48009

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	ADDL INSD	SUBR WVD	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 checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Prof \$1m/\$2m <input checked="" type="checkbox"/> Abuse \$500/\$500 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		PHPK1552132	11/01/2016	11/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		PHPK1552132	11/01/2016	11/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB556677	11/01/2016	11/01/2017	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NJ) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		W2B7925648	01/09/2017	01/09/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER

CANCELLATION

City of Birmingham
P.O. Box 3001
Birmingham, MI 48012

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



MEMORANDUM

DATE: June 5, 2017
TO: Joseph A. Valentine, City Manager
FROM: Mark H. Clemence, Chief of Police
SUBJECT: Outside Agency Agreements Fiscal Year 2017-18

The City Commission previously approved a master service agreement to be used by various outside agencies that request funding from the City. The following organizations have completed the required service agreements, revised Attachment A and Attachment B to provide a description of the services to be provided and the direct benefit of the services to the City.

<u>Agency Name</u>	<u>Department Budget Request Amount</u>
Birmingham Bloomfield Community Coalition (BBCC)	\$3,000
Birmingham Youth Assistance (BYA)	\$18,000 (BYA requested \$21,000)
Common Ground	\$1,500
HAVEN	\$2,000

The department request funding totals for Birmingham Bloomfield Community Coalition, Birmingham Youth Assistance, Common Ground, and HAVEN reflect the same amount of funding received by these agencies for the past fiscal year (2016-2017). The police department's utilization of Birmingham Youth Assistance has remained relatively consistent and does not warrant any increase independent of any of the other three outside agencies.

The police department recommends approving the (4) attached service contracts for 2017-18 outside agency agreements.

Sufficient funds have been budgeted in the police department other contracted services account #101-301-000-811.0000 to provide for these contracts.

SUGGESTED RESOLUTION:

To approve the outside agency service agreements for services described in Attachment A of the agreement for fiscal year 2017-18 with Birmingham Bloomfield Community Coalition in the amount of \$3,000, Birmingham Youth Assistance in the amount of \$18,000, Common Ground in the amount of \$1,500 and HAVEN in the amount of \$2,000 from account number 101-301.000-811.0000, further to direct the Mayor and City Clerk to sign the agreements on behalf of the city.

SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement"), made this ____ day of _____, 2017 by and between the **CITY OF BIRMINGHAM**, having its principal office at 151 Martin Road, Birmingham, MI 48009 ("CITY"), and Birmingham Bloomfield Community Coalition, whose address is 1525 Covington Road, Bloomfield Hills, MI 48301 ("SERVICE PROVIDER"), provides as follows:

WITNESSETH:

WHEREAS, the CITY desires to have certain services provided, which shall be of the type, nature and extent as set forth on Attachment A; and

WHEREAS, SERVICE PROVIDER desires to provide said services for the CITY, which it shall do in accordance with the experience it has attained from providing similar services of this nature, under the terms and conditions hereinafter stated.

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

1. SERVICE PROVIDER shall perform the services as set forth on Attachment A. The type, nature and scope may be changed if mutually agreed upon in writing by SERVICE PROVIDER and the CITY.
2. The CITY shall pay a total of \$3,000.00 to SERVICE PROVIDER for the performance of this Agreement, which amount shall compensate SERVICE PROVIDER for all aspects of the services to be performed including, but not limited to, all preparation, coordination, management, staffing and all other services incidental thereto. Payment shall be made to SERVICE PROVIDER pursuant to the schedule contained in Attachment A.
3. All services performed shall be of the highest quality and standards that meet or exceed that which is required and expected in that service industry.

4. SERVICE PROVIDER shall provide and designate one supervisor responsible for the coordination of services provided, who shall handle problem solving and be the contact person for the CITY.

5. This Agreement shall commence immediately after both parties have signed in the place and manner indicated below and shall terminate in accordance with the provisions as set forth in Attachment A.

6. This Agreement shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan. SERVICE PROVIDER 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.

7. 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.

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

9. SERVICE PROVIDER agrees that neither it nor its employees will discriminate against any employee, independent contractor, 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. SERVICE PROVIDER shall inform the CITY of all claims or suits asserted against it by SERVICE PROVIDER's employees or contractors who work pursuant to this Agreement. SERVICE

PROVIDER shall provide the CITY with periodic status reports concerning all such claims or suits, at intervals established by the CITY.

10. To the fullest extent permitted by law, SERVICE PROVIDER and any entity or person for whom SERVICE PROVIDER 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 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, which arises out of or is in any way connected or associated with this Agreement. Such responsibility shall not be construed as liability for damage caused by or resulting solely from the act or omission of the CITY, its elected or appointed officials, employees, volunteers or others working on behalf of the CITY.

11. SERVICE PROVIDER shall not commence work under this Agreement until it has, at its sole expense, obtained the insurance required by this paragraph. All certificates of insurance shall be with insurance carriers licensed and admitted to do business in the State of Michigan. All certificates of insurance shall be with insurance carriers acceptable to the CITY. SERVICE PROVIDER shall maintain during the life of this Agreement the types of insurance coverage and minimum limits as set forth below:

- A. Workers' Compensation Insurance: SERVICE PROVIDER 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: SERVICE PROVIDER 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 for 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: SERVICE PROVIDER 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 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 SERVICE PROVIDER 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: Finance Department, City of Birmingham, P.O. Box 3001, 151 Martin Street, Birmingham, Michigan 48012.
- F. Proof of Insurance Coverage: SERVICE PROVIDER 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. 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 Agreement, SERVICE PROVIDER shall deliver renewal certificates and/or policies to the CITY at least (10) days prior to the expiration date.

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

13. 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. 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 48th District Court.

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

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

15. SERVICE PROVIDER and the CITY agree that SERVICE PROVIDER shall be liable for its own actions and neither SERVICE PROVIDER nor its employees or contractors shall be construed as employees of the CITY. 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. SERVICE PROVIDER, including its employees and contractors, 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 and other employer contributions on behalf of SERVICE PROVIDER or SERVICE PROVIDER's employees or contractors.

16. SERVICE PROVIDER 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. SERVICE PROVIDER recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the CITY. Therefore, the SERVICE PROVIDER agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. SERVICE PROVIDER shall inform its employees and contractors of the confidential or proprietary nature of such information and shall limit access thereto to employees rendering services pursuant to this Agreement. SERVICE PROVIDER further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.

The said parties have caused this Agreement to be executed as of the date and year above written.

THE CITY OF BIRMINGHAM

By: _____
Mark Nickita, Mayor

By: _____
Cherilynn Brown, City Clerk

[SERVICE PROVIDER]

By: _____
Carol Mastroianni

Its: Executive Director

APPROVED:

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

Mark H. Clemence, Chief of Police
(Approved as to substance)

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

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

ATTACHMENT A

I. Funding Request: \$3,000.00 for the Birmingham Bloomfield Community Coalition (BBCC)

II. Amount of Funding Previously Received From City: \$3,000.00

III. Organization's Purpose or Mission with Emphasis on how Organization Serves the City:

The mission of BBCC is to raise awareness and mobilize the entire community to prevent the abuse of alcohol, tobacco and other drugs, with a primary focus on our youth. BBCC is also working to remove the stigma surrounding mental health issues so young people will be identified early to receive the necessary support and resources. While working with the public and private schools, local law enforcement, and other community groups, BBCC is able to reach and challenge individuals in all community sectors to initiate, encourage and support prevention efforts. The vision of BBCC is:

- Low risk use of alcohol by those of legal age
- No use of alcohol or tobacco by those underage
- No use of illegal substances by anyone
- No misuse of prescription drugs by anyone
- To remove the stigma associated mental health and substance abuse issues so individuals can receive the support and resource needed for these diseases

IV. Date(s) of Service(s):

- November 2016 through June 2017 – Middle School Transitions Program (dependant upon the schools' schedule)
- March/April 2017 - Parents Who Host Campaign

V. Description of Services to be Provided (Scope of Work):

The Parents Who Host Campaign provides parents of 11th-12th graders, at our public and private high schools, valuable information to help make teen parties safe and ensure parents know the local laws as well as how to teen-proof your home and properly dispose of unwanted medicines. This mailing goes out in April 2017 just in time for prom and graduation season.

BBCC's Middle School Transitions Program, "The Truth and Consequences of Substance Use," presents compelling facts on alcohol, marijuana, tobacco, hookah, and prescription drugs in a unique interactive and educational way that also utilizes the data from our own Bi-Annual Teen Drug and Alcohol Survey with a focus on actual versus perceived drug and alcohol use. The students' responses are immediately seen "live" during the session both highlighting and correcting the misperception that exists between what the eighth grade students' think drug and alcohol use is in high school and what it actually is.

Students learn about the developing brain and are shown brain scans of what healthy, non-substance using teen brains look like compared to the brains of teen substance users. When

available, students from the feeder high school and Youth Action Board participate by answering questions the eighth graders may have. What typically takes place is a mentor dialogue with the high school teens advising the eighth graders about all that they can expect and get involved with; coping and refusal skills; and what the transition is really like. Even if high school teens are not available to attend the actual presentation, the eighth graders are able to submit questions to be answered by the teens as well as watch a video of the teens answering the most popular questions.

VI. Describe Direct Benefit of Services to Birmingham Residents:

- Leadership training and opportunities for youth
- Substance abuse education for teens, parents, schools and the broader community
- Reduction of underage use of alcohol, tobacco products and other drugs
- Promotion of healthy choices made by majority of community
- Collaboration with community sectors in substance abuse and mental health prevention
- Direct education of high school families about the social hosting laws and subsequent consequences
- Reduction in number of underage parties serving alcohol
- More unwanted medicines being properly disposed of to reduce access by those who the medication is not prescribed

VII. Provide a detailed list of services provided in the 2015-2016 Fiscal Year (July 1, 2015 – June 30, 2016). Include the following for each quarter:

- Explanation of how the funds were used:
- Explanation of the service provided
- Date/Time services provided
- Number of Birmingham residents in attendance/effected by service

First Quarter (July 1, 2015 – September 30, 2015)

N/A

Second Quarter (October 1, 2015 – December 31, 2015)

N/A

Third Quarter (January 1, 2016 – March 31, 2016)

Middle School Transition Program

- Explanation of how the funds were used: Program staff time, supplies
- Explanation of the service provided: "The Truth and Consequences of Substance Use," presents compelling facts on alcohol, marijuana, tobacco, hookah, and prescription drugs in a unique interactive and educational way that also utilizes the data from our own Bi-Annual Teen Drug and Alcohol Survey with a focus on the actual versus perceived drug and alcohol use. The students' responses are immediately seen "live" during the session both highlighting and correcting the misperception that exists between what the eighth grade students' think drug and alcohol use is in high school and what it actually is. Students learn about the developing brain and are shown brain scans of what healthy, non-substance using teen brains look like compared to the brains of teen substance users.

When available, students from the feeder high school and Youth Action Board participate by answering questions the eighth graders may have. What typically takes place is a mentor dialogue with the high school teens advising the eighth graders about all that they can expect and get involved with; coping and refusal skills; and what the transition is really like. Even if high school teens are not available to attend the actual presentation, the eighth graders are able to submit questions to be answered by the teens as well as watch a video of the teens answering the most popular questions.

- **Date/Time services provided:** Monday, March 21, 7:45 a.m. – 3:20 p.m.
- **Number of Birmingham residents in attendance/effectuated by service:** 269 8th grade Derby Middle School students were divided up to attend one of the 6 presentations.

Middle School Transition Program

- **Explanation of how the funds were used:** Program staff time
- **Explanation of the service provided:** This event showcased the talents of our area's teens in a unique way and brought together teens, families and people of all ages for a fun, safe and substance-free evening.
- **Date/Time services provided:** Thursday, March 24, 7:45 a.m. – 3:20 p.m.
- **Number of Birmingham residents in attendance/effectuated by service:** 285 8th grade Berkshire Middle School students were divided up to attend one of the 6 presentations.

Fourth Quarter (April 1, 2016 – June 30, 2016)

Parents Who Host Mailing Campaign


- **Explanation of how the funds were used:** Program staff time, supplies, mailing costs
- **Explanation of the service provided:** In partnership with the five municipalities we work with including the Birmingham Police Department, parents of 9th-12th graders from Roeper, Seaholm, Groves, Brother Rice, Marian, Detroit Country Day, Academy of the Sacred Heart, Cranbrook, Bloomfield Hills High, International Academy, and the alternative high schools are sent valuable information to help make teen parties safe and ensure parents know the local laws. We also include information on how to teen proof your home and how to properly dispose of unwanted medicines. This mailing was assembled in March/April and sent out in April, just in time for prom and graduation season.
- **Date/Time services provided:** Assembled mailing throughout March and mailed in April
- **Number of Birmingham residents in attendance/effectuated by service:** 1,360 families directly, friends and relatives indirectly.

CHOICES 2016: Youth-led Dialogue Day

- **Explanation of how the funds were used:** Program staff time, supplies
- **Explanation of the service provided:** The Youth Action Board (YAB) plans this event for teens in the community to gather and discuss teen substance use and making the right choices – with a majority forum of teens from other schools in Birmingham and Bloomfield Hills. The keynote speakers were The Honorable Judge Diane D’Agostini from the 48th District Court and Angela, a young person in recovery. Judge D’Agostini is dedicated to educating students about the law and helping teens understand the ramifications of their decisions involving substance abuse. Live court sessions are brought to demonstrate the very real-life, harsh consequences that come with the impulsive decisions some of us make to use drugs and alcohol. Following the court session, participants hear from Judge D’Agostini (directly), and then, Angela, shares her personal story from addiction to recovery. Following the court cases and speaker, students and adults breakout into smaller, separate groups and have an opportunity dialogue, share their experiences, reactions, and solutions.
- **Date/Time services provided:** Tuesday, April 26, 8:00 a.m. – 12:30 p.m. held at the First Presbyterian Church of Birmingham.
- **Number of Birmingham residents in attendance/effected by service:** 55 teens and adults directly impacted, their family and friends indirectly impacted.

Please note: Organizations receiving funding are required to provide invoices to the City for services coinciding with the timing of the delivery of those services.

Submitted by: Carol Mastroianni Title: Executive Director
(Print Name)

Signature:  Date: May 26, 2017

Name of Organization: Birmingham Bloomfield Community Coalition**First Quarter (July 1, 2016 – September 30, 2016)**

Date of Service	Duration of Service (timeframe)	Explain the services provided	Number of Birmingham residents in attendance or affected by the service	Breakdown of the funds used for that service

Second Quarter (October 1, 2016 – December 31, 2016)

Date of Service	Duration of Service (timeframe)	Explain the services provided	Number of Birmingham residents in attendance or affected by the service	Breakdown of the funds used for that service
12/7/16	8:30-9:45 a.m. presentation,	Keep Them Safe, Keep Them Healthy (alternative to Middle School Transition Program) was brought to Derby Middle School. Boys and girls were separated to encourage a safer and more cohesive setting to hear from Angela or Kenny. These individuals are young people in recovery who shared their story, in an age-appropriate way, teaching valuable lessons to the students and answering their questions.	177 of the 298 students in attendance live in 48009. There were also Derby School Administrators and teachers in attendance.	-Planning/coordinating the session; attendance/administration of the session -Materials: bracelets for the students #LiveDrugFree/#What's Your Influence? = \$246.42
12/7/16	6:30 – 9:00 p.m. was presentation/Q&	Keep Them Safe, Keep Them Healthy presentations for parents. • Gain a better understanding about stress,	18 parents and one Derby School administrator in	-Planning/coordinating the session; Preparing presentation/delivering it; -

	A; prep planning = 8 hours	<p>anxiety and substance abuse trends in our local middle and high schools</p> <ul style="list-style-type: none"> • Hear from a local parent whose child had a drug addiction issue and from a young person who will share their story of addiction to recovery • Learn tips to have open, positive conversations with your tween/teen • Identify proactive steps to safeguard your child and home • Discover substance abuse prevention resources in your community • Connect with other parents in a safe, supportive environment 	<p>attendance. Follow-up email with key information about how to properly dispose of unwanted medications, how to tween/teen proof your home, questions to get the conversation started with your child were sent out to all parents of the 177 Birmingham residents and 121 residents from surrounding community who attend Derby Middle School.</p>	<p>Materials: brochures, notepads, pens =\$386.39</p>

Name of Organization: _____Birmingham Bloomfield Community Coalition_____

Third Quarter (January 1, 2017 – March 31, 2017)

Date of Service	Duration of Service (timeframe)	Explain the service provided	Number of Birmingham residents in attendance or affected by the service	Breakdown of the funds used for that service
3/29/17	6:30 – 9:30 p.m. was	Keep Them Safe, Keep Them Healthy presentations for parents at Berkshire Middle	15 parents and one Berkshire	-Planning/coordinating the session; Preparing

	<p>presentation/Q&A; prep planning = 8 hours</p>	<p>School.</p> <ul style="list-style-type: none"> • Gain a better understanding about stress, anxiety and substance abuse trends in our local middle and high schools • Hear from a local parent whose child had a drug addiction issue and from a young person who will share their story of addiction to recovery • Learn tips to have open, positive conversations with your tween/teen • Identify proactive steps to safeguard your child and home • Discover substance abuse prevention resources in your community • Connect with other parents in a safe, supportive environment 	<p>administrator were in attendance.</p>	<p>presentation/delivering it; Materials = brochures, notepads, pens =\$397.99</p>
3/30/17	<p>1:00 – 2:00 p.m. presentation</p>	<p>Keep Them Safe, Keep Them Healthy (alternative to Middle School Transition Program) was brought to Berkshire Middle School 8th graders. Boys and girls were separated to encourage a safer and more cohesive setting to hear from Angela or Kenny. These individuals are young people in recovery who shared their story, in an age-appropriate way, teaching valuable lessons to the students and answering their questions.</p> <p>Parents Who Host, Lose the Most Campaign mailing provides parents of 11th-12th graders, at our public and private high schools, valuable information to help make teen parties safe and ensure parents know the local laws as well as how to teen-proof your home and properly dispose of unwanted</p>	<p>7 of the 280 students in attendance live in 48009. There were also Berkshire Middle School Administrators and teachers in attendance.</p>	<p>-Planning/coordinating the session; attendance/administration of the session = -Materials: bracelets for the students #LiveDrugFree/#What's Your Influence? =\$190.50</p>
3/13/17-3/31/17	<p>¼ of the staff time spent on this project during this period of time</p>	<p>Parents Who Host, Lose the Most Campaign mailing provides parents of 11th-12th graders, at our public and private high schools, valuable information to help make teen parties safe and ensure parents know the local laws as well as how to teen-proof your home and properly dispose of unwanted</p>		<p>Staff time spent gathering supplies (envelopes, mailing labels, inserts), assembling the mailing (stuffing, sealing, labeling, stamping the envelopes). =\$336.50</p>

		medicines. This mailing goes out in April/May 2017 just in time for prom and graduation season.		

Fourth Quarter (April 1, 2017 – June 30, 2017)

Date of Service	Duration of Service (timeframe)	Explain the service provided	Number of Birmingham residents in attendance or affected by the service	Breakdown of the funds used for that service
5/9/17	6:30 – 10:00 p.m. was presentation/Q&A.; prep planning = 8 hours	<p>Keep Them Safe, Keep Them Healthy presentations for parents at Birmingham Covington School.</p> <ul style="list-style-type: none"> • Gain a better understanding about stress, anxiety and substance abuse trends in our local middle and high schools • Hear from a local parent whose child had a drug addiction issue and from a young person who will share their story of addiction to recovery • Learn tips to have open, positive conversations with your tween/teen • Identify proactive steps to safeguard your child and home • Discover substance abuse prevention resources in your community • Connect with other parents in a safe, 	16 parents and 3 administrators from BCS in attendance	-Planning/coordinating the session; Preparing presentation/delivering it; Materials = brochures, notepads, pens = \$421.78

SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement"), made this ____ day of _____, 2017 by and between the **CITY OF BIRMINGHAM**, having its principal office at 151 Martin Road, Birmingham, MI 48009 ("CITY"), and Birmingham Youth Assistance Committee, whose address is 2436 W. Lincoln, Suite F102, Birmingham, MI 48009 ("SERVICE PROVIDER"), provides as follows:

WITNESSETH:

WHEREAS, the CITY desires to have certain services provided, which shall be of the type, nature and extent as set forth on Attachment A; and

WHEREAS, SERVICE PROVIDER desires to provide said services for the CITY, which it shall do in accordance with the experience it has attained from providing similar services of this nature, under the terms and conditions hereinafter stated.

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

1. SERVICE PROVIDER shall perform the services as set forth on Attachment A. The type, nature and scope may be changed if mutually agreed upon in writing by SERVICE PROVIDER and the CITY.
2. The CITY shall pay a total of \$18,000.00 to SERVICE PROVIDER for the performance of this Agreement, which amount shall compensate SERVICE PROVIDER for all aspects of the services to be performed including, but not limited to, all preparation, coordination, management, staffing and all other services incidental thereto. Payment shall be made to SERVICE PROVIDER pursuant to the schedule contained in Attachment A.
3. All services performed shall be of the highest quality and standards that meet or exceed that which is required and expected in that service industry.

4. SERVICE PROVIDER shall provide and designate one supervisor responsible for the coordination of services provided, who shall handle problem solving and be the contact person for the CITY.

5. This Agreement shall commence immediately after both parties have signed in the place and manner indicated below and shall terminate in accordance with the provisions as set forth in Attachment A.

6. This Agreement shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan. SERVICE PROVIDER 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.

7. 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.

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

9. SERVICE PROVIDER agrees that neither it nor its employees will discriminate against any employee, independent contractor, 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. SERVICE PROVIDER shall inform the CITY of all claims or suits asserted against it by SERVICE PROVIDER's employees or contractors who work pursuant to this Agreement. SERVICE

PROVIDER shall provide the CITY with periodic status reports concerning all such claims or suits, at intervals established by the CITY.

10. To the fullest extent permitted by law, SERVICE PROVIDER and any entity or person for whom SERVICE PROVIDER 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 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, which arises out of or is in any way connected or associated with this Agreement. Such responsibility shall not be construed as liability for damage caused by or resulting solely from the act or omission of the CITY, its elected or appointed officials, employees, volunteers or others working on behalf of the CITY.

11. SERVICE PROVIDER shall not commence work under this Agreement until it has, at its sole expense, obtained the insurance required by this paragraph. All certificates of insurance shall be with insurance carriers licensed and admitted to do business in the State of Michigan. All certificates of insurance shall be with insurance carriers acceptable to the CITY. SERVICE PROVIDER shall maintain during the life of this Agreement the types of insurance coverage and minimum limits as set forth below:

- A. Workers' Compensation Insurance: SERVICE PROVIDER 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: SERVICE PROVIDER 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 for 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: SERVICE PROVIDER 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 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 SERVICE PROVIDER 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: Finance Department, City of Birmingham, P.O. Box 3001, 151 Martin Street, Birmingham, Michigan 48012.
- F. Proof of Insurance Coverage: SERVICE PROVIDER 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. 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 Agreement, SERVICE PROVIDER shall deliver renewal certificates and/or policies to the CITY at least (10) days prior to the expiration date.

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

13. 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. 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 48th District Court.

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

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

15. SERVICE PROVIDER and the CITY agree that SERVICE PROVIDER shall be liable for its own actions and neither SERVICE PROVIDER nor its employees or contractors shall be construed as employees of the CITY. 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. SERVICE PROVIDER, including its employees and contractors, 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 and other employer contributions on behalf of SERVICE PROVIDER or SERVICE PROVIDER's employees or contractors.

16. SERVICE PROVIDER 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. SERVICE PROVIDER recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the CITY. Therefore, the SERVICE PROVIDER agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. SERVICE PROVIDER shall inform its employees and contractors of the confidential or proprietary nature of such information and shall limit access thereto to employees rendering services pursuant to this Agreement. SERVICE PROVIDER further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.


The said parties have caused this Agreement to be executed as of the date and year above written.

THE CITY OF BIRMINGHAM


By: _____
Mark Nickita, Mayor

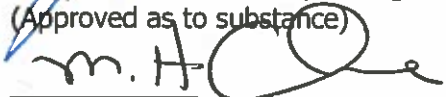
By: _____
Cherilynn Brown, City Clerk

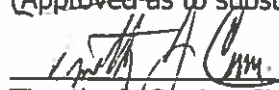
[SERVICE PROVIDER]

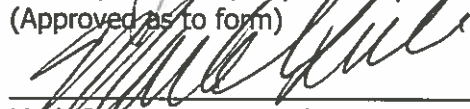
By:  _____
Reuben Myers
Its: Chairperson

APPROVED:

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

 _____
Mark H. Clemence, Chief of Police
(Approved as to substance)

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

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

ATTACHMENT A

Birmingham Youth Assistance

- I. Funding Request: \$21,000
- II. Amount of Funding Previously Received From City: 2007/2008 **\$23,710** – 2008/2009 **\$23,710** – 2009/2010 **\$24,184** – 2010/2011 - \$18,000 – 2011/2012 \$18,000 – 2012/2013 \$18,000 – 2013/2014 \$18,000 – 2014/2015 \$18,000 – 2015/2016 \$18,000 2016/2017 \$18,000

- III. Organization's Purpose or Mission with Emphasis on how Organization Serves the City:

The mission of Birmingham Youth Assistance is to strengthen youth and families and to reduce the incidence of delinquency, abuse and neglect through community involvement. BYA is a partnership of the Oakland County Circuit Court – Family Division; the City of Birmingham and the Villages of Beverly Hills, Bingham Farms and Franklin; the Birmingham Public Schools; and community volunteers.

Birmingham Youth Assistance implements its mission through a two-part program. The first component provides family-focused confidential counseling and casework services to youth and families residing within the boundaries of the Birmingham Public School District. The second component is various volunteer-based programs, described below.

- IV. Date(s) of Services(s): July 1, 2016 – June 30, 2017 (same for 2017/2018)

- V. Description of Services to be Provided (Scope of Work):

- A. Casework/Counseling

Short-term counseling and casework services, offered year-round, available during and after school hours, for youth and their families referred by police, school counselors or administrators, or parents.

These services include both preventing juvenile offenses and diverting at-risk youth from the court system, saving the community the costs of prosecution and incarceration.

Birmingham Youth Assistance's caseworker referrals continued at a steady rate from both the schools and the Birmingham Police Department. Casework services have expanded to incorporate more group work and training to help accommodate the increased number of complex referrals. Of the 51 new referrals, 18 were from the Birmingham Police Department.

- Additionally, the caseworker has responsibility for local children re-entering the community upon completion of formal court placement. BYA had three for 2015/2016.

Birmingham Youth Assistance continues to retain its full-time County-paid caseworker (not the situation for all Youth Assistance communities) to meet these needs, thanks to strong support from our municipalities, schools, and BYA volunteers.

B. Prevention Programs and Positive Alternatives, including:

Camp – Camp Scholarships for children from families in financial and/or emotional need.

Youth Enrichment Program – Designed to assist caseload families and provide skill building opportunities to their children. This includes but is not limited to: after school tutoring, special camps or clubs, and after school activities. These funds are also used to help offset the costs of boot camp and/or treatment based modalities.

Support Groups for Children & Youth – After-school and/or evening support groups may be offered to children and youth struggling with divorce, anger, anxiety, and peer relationships.

Family Education – Teaching parenting skills through classes and workshops. This also provides for group classes offered to youth and parents.

Mentors Plus – This is a county based one-to-one program that matches youth who need an extra-supportive relationship with a positive adult role model.

Shoplifting Program – A program for fifth grade classes that included a nationally recognized video and presentations by a police school-liaison officer and the Birmingham Youth Assistance caseworker.

Youth – in – Service Recognition – A recognition program to honor youth in the community for performing outstanding volunteer service.

C. Public Relations and Events for Children and Families:

Some of these events charge an admittance fee to reduce program costs, but the main focus is to raise awareness of Birmingham Youth Assistance in the community and what BYA offers local youth and families, while providing a family fun event.

Breakfast with Santa – An annual seasonal event for young children and their families. Non-caseload youth and their families pay for the breakfast, which often is their first exposure to Birmingham Youth Assistance, in a positive setting.

Kids' Dog Show – this annual event features a “Best in Show” trophy, ribbons, and a T-shirt design contest, targeting pre-school, elementary and middle school age children and their families.

Touch-a-Truck – An annual family-oriented event for pre-school and elementary school age children, it features a variety of commercial and local municipality vehicles.

Birmingham Farmer's Market and Day on the Town – BYA volunteers donate time to help run the Kid's Zone which entails providing a craft for young children while sharing the BYA mission with parents and patrons of these community wide events.

VI. Describe Direct Benefit of Services to Birmingham Residents:

Through its intervention and prevention programs, Birmingham Youth Assistance helps prevent and reduce juvenile delinquency, child abuse and child neglect in this community.

The services of Birmingham Youth Assistance continues to relieve the City of Birmingham from providing these vital services directly using City personnel (Police Department) and facilities, and saves the much greater costs of sending these youth through the court and corrections facilities. An average stay at Children's Village is \$30,420 vs. \$300 for BYA services.

Birmingham Youth Assistance is a unique and irreplaceable asset in the community. We had the privilege of celebrating our 55th Anniversary in 2017 and were proud to celebrate 55 years of serving the Birmingham Community.

- VII. Provide a list of other funding sources:
- a. Village of Beverly Hills
 - b. Village of Bingham Farms
 - c. Village of Franklin
 - d. The Birmingham School District
 - e. Grants from the Village Woman's Club
 - f. BYA RedRaisers

Name of Organization: **Birmingham Youth Assistance**


VIII. Provide a detailed list of services provided in the 2016-2017 Fiscal Year (July 1, 2016 – June 30, 2017). Include the following for each quarter:

- Date & Timeframe of each service provided
- Explanation of the service provided
- Number of Birmingham residents in attendance/effectuated by service
- Explanation of how the funds were used

(Use Attachment B to record the services. Attach additional sheets if necessary.)

NOTE: Organizations receiving funding are required to provide invoices to the City for services coinciding with the timing of the delivery of those services.

Submitted by: Richard Stasys Title: Treasurer
(Print Name)

Signature:  Date: 6/1/17

[illegible][illegible]

Name of Organization: _____

Third Quarter (January 1, 2017 – March 31, 2017)

[illegible]

Fourth Quarter (April 1, 2017 – June 30, 2017)

[illegible]

SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement"), made this ____ day of _____, 2017 by and between the **CITY OF BIRMINGHAM**, having its principal office at 151 Martin Road, Birmingham, MI 48009 ("CITY"), and Common Ground, whose address is 1410 S. Telegraph, Bloomfield Hills, MI 48302 ("SERVICE PROVIDER"), provides as follows:

WITNESSETH:

WHEREAS, the CITY desires to have certain services provided, which shall be of the type, nature and extent as set forth on Attachment A; and

WHEREAS, SERVICE PROVIDER desires to provide said services for the CITY, which it shall do in accordance with the experience it has attained from providing similar services of this nature, under the terms and conditions hereinafter stated.

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

1. SERVICE PROVIDER shall perform the services as set forth on Attachment A. The type, nature and scope may be changed if mutually agreed upon in writing by SERVICE PROVIDER and the CITY.
2. The CITY shall pay a total of \$1,500.00 to SERVICE PROVIDER for the performance of this Agreement, which amount shall compensate SERVICE PROVIDER for all aspects of the services to be performed including, but not limited to, all preparation, coordination, management, staffing and all other services incidental thereto. Payment shall be made to SERVICE PROVIDER pursuant to the schedule contained in Attachment A.
3. All services performed shall be of the highest quality and standards that meet or exceed that which is required and expected in that service industry.

4. SERVICE PROVIDER shall provide and designate one supervisor responsible for the coordination of services provided, who shall handle problem solving and be the contact person for the CITY.

5. This Agreement shall commence immediately after both parties have signed in the place and manner indicated below and shall terminate in accordance with the provisions as set forth in Attachment A.

6. This Agreement shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan. SERVICE PROVIDER 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.

7. 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.

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

9. SERVICE PROVIDER agrees that neither it nor its employees will discriminate against any employee, independent contractor, 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. SERVICE PROVIDER shall inform the CITY of all claims or suits asserted against it by SERVICE PROVIDER's employees or contractors who work pursuant to this Agreement. SERVICE

PROVIDER shall provide the CITY with periodic status reports concerning all such claims or suits, at intervals established by the CITY.

10. To the fullest extent permitted by law, SERVICE PROVIDER and any entity or person for whom SERVICE PROVIDER 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 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, which arises out of or is in any way connected or associated with this Agreement. Such responsibility shall not be construed as liability for damage caused by or resulting solely from the act or omission of the CITY, its elected or appointed officials, employees, volunteers or others working on behalf of the CITY.

11. SERVICE PROVIDER shall not commence work under this Agreement until it has, at its sole expense, obtained the insurance required by this paragraph. All certificates of insurance shall be with insurance carriers licensed and admitted to do business in the State of Michigan. All certificates of insurance shall be with insurance carriers acceptable to the CITY. SERVICE PROVIDER shall maintain during the life of this Agreement the types of insurance coverage and minimum limits as set forth below:

- A. Workers' Compensation Insurance: SERVICE PROVIDER 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: SERVICE PROVIDER 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 for 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: SERVICE PROVIDER 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 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 SERVICE PROVIDER 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: Finance Department, City of Birmingham, P.O. Box 3001, 151 Martin Street, Birmingham, Michigan 48012.
- F. Proof of Insurance Coverage: SERVICE PROVIDER 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. 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 Agreement, SERVICE PROVIDER shall deliver renewal certificates and/or policies to the CITY at least (10) days prior to the expiration date.

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

13. 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. 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 48th District Court.

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

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

15. SERVICE PROVIDER and the CITY agree that SERVICE PROVIDER shall be liable for its own actions and neither SERVICE PROVIDER nor its employees or contractors shall be construed as employees of the CITY. 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. SERVICE PROVIDER, including its employees and contractors, 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 and other employer contributions on behalf of SERVICE PROVIDER or SERVICE PROVIDER's employees or contractors.

16. SERVICE PROVIDER 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. SERVICE PROVIDER recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the CITY. Therefore, the SERVICE PROVIDER agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. SERVICE PROVIDER shall inform its employees and contractors of the confidential or proprietary nature of such information and shall limit access thereto to employees rendering services pursuant to this Agreement. SERVICE PROVIDER further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.

The said parties have caused this Agreement to be executed as of the date and year above written.

THE CITY OF BIRMINGHAM

By: _____
Mark Nickita, Mayor

By: _____
Cherilynn Brown, City Clerk

[SERVICE PROVIDER]

By: Heather Rae
Heather Rae

Its: President and CEO

APPROVED:

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

Mark H. Clemence
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)

ATTACHMENT A

- I. Name of Organization: Common Ground
- II. Funding Request: \$1,500
- III. Amount of funding received from City in current fiscal year: \$1,500
- IV. Organization's Purpose or Mission:

Common Ground is a 501(c)(3) nonprofit agency that has been helping people in need for over 45 years. Founded in 1971 by a group of citizens, teachers, and students, the agency has grown and expanded to multiple locations, with a variety of programs located in Oakland and Genesee Counties.

With a core mission of "Helping People Move from Crisis to Hope," Common Ground is dedicated to helping youth, adults and families in crisis. Services are provided in three distinct impact areas:

- a) Responding to Crisis: Provides 24-hour crisis telephone and face to face crisis intervention, 24-hour psychiatric emergency services and free legal services
- b) Providing Safety and Advocacy: Provides counseling, shelter and graduated apartment supports for runaway and homeless youth, a short term voluntary psychiatric domiciliary care for adults, and intervention for victims of crime
- c) Building Communities of Support: Provides ongoing support groups and education for survivors of suicide, suicide attempt survivors, survivors of homicide, adolescent girls surviving sexual assault, domestic violence survivors and classes for parents of teens

- V. Description of Services to be provided (Scope of Work):

With an annual operating budget of more than \$12 million, Common Ground serves over 80,000 individuals each year. The agency is supported in part by state and federal grants, contracts, individual and corporate contributions, foundation grants, special events, the Oakland Community Health Network, Genesee Health System, and United Way of Southeastern Michigan. Most of our services are free of charge, and 90% of funds received go to direct service. Common Ground's programs and services address three impact areas: (1) responding to crisis, (2) providing safety and advocacy, and (3) building communities of support.

Common Ground provides a variety of programs to respond to crisis. The Resource and Crisis Helpline allows individuals to seek immediate access to help and resources, and trained crisis interventionists are available to receive calls, chats, and texts 24/7. The Oakland Assessment and Crisis Intervention Service (OACIS) provides recovery-oriented, face-to-face emergency assessment, crisis intervention, psychiatric evaluation, peer support, and stabilization services for all Oakland County residents, including children, 24/7. OACIS focuses on problem solving and assertive crisis resolution strategies as an alternative to hospitalization. Based in Pontiac, OACIS is staffed by psychiatrists, psychologists, nurses, mental health professionals, peer support specialists, and paraprofessionals. The Oakland Crisis Intervention and Recovery Team (OCIRT) provides recovery oriented, trauma informed crisis intervention to those within Oakland County

who desire additional supports between a crisis and the onset of treatment; participants include those accessing mental health services through a hospital emergency department. Common Ground also responds to crisis through its Legal Clinic, which provides a venue for volunteer attorneys to provide free legal advice, referrals, and counseling to people with legal concerns that range from child custody and divorce to finance-related issues.

Common Ground offers many services that provide safety and advocacy, including the Victim Assistance Program, which allows 24-hour access to counselors and advocates for victims of any crime, including domestic violence, sexual abuse, homicide and workplace violence. There are also programs like the Sanctuary, a 24-hour residential setting for children ages 10-17 that specifically targets runaway and homeless youth.

Common Ground also builds communities of support by offering outpatient counseling and various support groups, including Parent Support Partners. Outpatient counseling is a voluntary program open to any youth from 10 to 17 years old, with the goal of the program being to help families learn to utilize their own resources and abilities to get through a crisis; individual and family counseling is available for up to three months in a variety of settings.

VI. Explain the value of the services to the City of Birmingham:

Common Ground is available to help anyone experiencing a crisis, and last year 161 Birmingham residents were served at a cost of \$28,847. Birmingham residents have access to all the programs described above, and many of our programs are directed to those in need within Oakland County. There is a growing need for comprehensive mental health services, and thus the accessible programming and resources that Common Ground offers will continue to be in high demand.

VII. Provide a list of the other funding sources: (List below. Attach additional sheet if necessary.)

Major sources of funding for the programs that serve Birmingham residents include the following:

- Oakland Community Health Network - \$9.33M
- Public Support - \$650,000

VIII. Provide a detailed list of services provided in the 2016-2017 Fiscal Year (July 1, 2016 – June 30, 2017). Include the following for each quarter:

- Date & Timeframe of each service provided
- Explanation of the service provided
- Number of Birmingham residents in attendance/effected by service
- Explanation of how the funds were used

(Use Attachment B to record the services. Attach additional sheets if necessary.)

NOTE: Organizations receiving funding are required to provide invoices to the City for services coinciding with the timing of the delivery of those services.

Submitted by: __Jeff Kapuscinski____ Title: __Director, Business Development____
(Print Name)

Signature: _____*Jeff Kapuscinski*_____ Date: __June 1, 2017____

First Quarter (July 1, 2016 – September 30, 2016)

Date of Service	Duration of Service (timeframe)	Explain the services provided	Number of Birmingham residents in attendance or affected by the service	Breakdown of the funds used for that service
07/01/16	09/30/16	Runaway and Homeless Youth Services	0	\$2,465/unit
07/01/16	09/30/16	Legal Services Clinic	1	\$45/unit = \$45 total
07/01/16	09/30/16	Resource & Crisis Helpline (phone, text, online chat)	17	\$16/unit = \$272 total
07/01/16	09/30/16	Crisis Screening and Triage	33	\$670/unit = \$22,110 total
07/01/16	09/30/16	Parent Support Partners	0	\$400/unit
07/01/16	09/30/16	Kevin's Law	0	N/A
07/01/16	09/30/16	Oakland County Mobile Crisis	0	\$739/unit
07/01/16	09/30/16	Victim Assistance Program	1	N/A

Second Quarter (October 1, 2016 – December 31, 2016)

Date of Service	Duration of Service (timeframe)	Explain the services provided	Number of Birmingham residents in attendance or affected by the service	Breakdown of the funds used for that service
10/01/16	12/31/16	Runaway and Homeless Youth Services	0	\$2,465/unit
10/01/16	12/31/16	Legal Services Clinic	2	\$45/unit = \$90
10/01/16	12/31/16	Resource & Crisis Helpline (phone, text, online chat)	5	\$16/unit = \$80 total
10/01/16	12/31/16	Crisis Screening and Triage	7	\$670/unit = \$4,690 total
10/01/16	12/31/16	Parent Support Partners	0	\$400/unit
10/01/16	12/31/16	Kevin's Law	0	N/A
10/01/16	12/31/16	Oakland County Mobile Crisis	0	\$739/unit
10/01/16	12/31/16	Victim Assistance Program	0	N/A

Third Quarter (January 1, 2017 – March 31, 2017)

Date of Service	Duration of Service (timeframe)	Explain the service provided	Number of Birmingham residents in attendance or affected by the service	Breakdown of the funds used for that service
01/01/17	03/31/17	Runaway and Homeless Youth Services	0	\$2,465/unit

01/01/17	03/31/17	Legal Services Clinic	1	\$45/unit = \$45 total
01/01/17	03/31/17	Resource & Crisis Helpline (phone, text, online chat)	4	\$16/unit = \$64 total
01/01/17	03/31/17	Crisis Screening and Triage	17	\$670/unit = \$11,390.00 total
01/01/17	03/31/17	Parent Support Partners	0	\$400/unit
01/01/17	03/31/17	Kevin's Law	0	N/A
01/01/17	03/31/17	Oakland County Mobile Crisis	0	\$739/unit
01/01/17	03/31/17	Victim Assistance Program	0	N/A

Fourth Quarter (April 1, 2017 – June 30, 2017)

Date of Service	Duration of Service (timeframe)	Explain the service provided	Number of Birmingham residents in attendance or affected by the service	Breakdown of the funds used for that service
04/01/17	06/30/17	Runaway and Homeless Youth Services	0	\$2,465/unit
04/01/17	06/30/17	Legal Services Clinic	1	\$45/unit = \$45 total
04/01/17	06/30/17	Resource & Crisis Helpline (phone, text, online chat)	1 (May/June N/A)	\$16/unit = \$16 total
04/01/17	06/30/17	Crisis Screening and Triage	11	\$670/unit = \$7,370 total
04/01/17	06/30/17	Parent Support Partners	0	\$400/unit
04/01/17	06/30/17	Kevin's Law	0	N/A
04/01/17	06/30/17	Oakland County Mobile Crisis	10	\$739/unit = \$7,390 total
04/01/17	06/30/17	Victim Assistance Program	0	N/A

SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement"), made this ____ day of _____, 2017 by and between the **CITY OF BIRMINGHAM**, having its principal office at 151 Martin Road, Birmingham, MI 48009 ("CITY"), and HAVEN, whose address is P.O. Box 431045, Pontiac, MI 48343-1045 ("SERVICE PROVIDER"), provides as follows:

WITNESSETH:

WHEREAS, the CITY desires to have certain services provided, which shall be of the type, nature and extent as set forth on Attachment A; and

WHEREAS, SERVICE PROVIDER desires to provide said services for the CITY, which it shall do in accordance with the experience it has attained from providing similar services of this nature, under the terms and conditions hereinafter stated.

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

1. SERVICE PROVIDER shall perform the services as set forth on Attachment A. The type, nature and scope may be changed if mutually agreed upon in writing by SERVICE PROVIDER and the CITY.
2. The CITY shall pay a total of \$2,000.00 to SERVICE PROVIDER for the performance of this Agreement, which amount shall compensate SERVICE PROVIDER for all aspects of the services to be performed including, but not limited to, all preparation, coordination, management, staffing and all other services incidental thereto. Payment shall be made to SERVICE PROVIDER pursuant to the schedule contained in Attachment A.
3. All services performed shall be of the highest quality and standards that meet or exceed that which is required and expected in that service industry.

4. SERVICE PROVIDER shall provide and designate one supervisor responsible for the coordination of services provided, who shall handle problem solving and be the contact person for the CITY.

5. This Agreement shall commence immediately after both parties have signed in the place and manner indicated below and shall terminate in accordance with the provisions as set forth in Attachment A.

6. This Agreement shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan. SERVICE PROVIDER 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.

7. 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.

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

9. SERVICE PROVIDER agrees that neither it nor its employees will discriminate against any employee, independent contractor, 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. SERVICE PROVIDER shall inform the CITY of all claims or suits asserted against it by SERVICE PROVIDER's employees or contractors who work pursuant to this Agreement. SERVICE

PROVIDER shall provide the CITY with periodic status reports concerning all such claims or suits, at intervals established by the CITY.

10. To the fullest extent permitted by law, SERVICE PROVIDER and any entity or person for whom SERVICE PROVIDER 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 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, which arises out of or is in any way connected or associated with this Agreement. Such responsibility shall not be construed as liability for damage caused by or resulting solely from the act or omission of the CITY, its elected or appointed officials, employees, volunteers or others working on behalf of the CITY.

11. SERVICE PROVIDER shall not commence work under this Agreement until it has, at its sole expense, obtained the insurance required by this paragraph. All certificates of insurance shall be with insurance carriers licensed and admitted to do business in the State of Michigan. All certificates of insurance shall be with insurance carriers acceptable to the CITY. SERVICE PROVIDER shall maintain during the life of this Agreement the types of insurance coverage and minimum limits as set forth below:

- A. Workers' Compensation Insurance: SERVICE PROVIDER 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: SERVICE PROVIDER 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 for 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: SERVICE PROVIDER 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 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 SERVICE PROVIDER 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: Finance Department, City of Birmingham, P.O. Box 3001, 151 Martin Street, Birmingham, Michigan 48012.
- F. Proof of Insurance Coverage: SERVICE PROVIDER 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. 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 Agreement, SERVICE PROVIDER shall deliver renewal certificates and/or policies to the CITY at least (10) days prior to the expiration date.

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

13. 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. 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 48th District Court.

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

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

15. SERVICE PROVIDER and the CITY agree that SERVICE PROVIDER shall be liable for its own actions and neither SERVICE PROVIDER nor its employees or contractors shall be construed as employees of the CITY. 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. SERVICE PROVIDER, including its employees and contractors, 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 and other employer contributions on behalf of SERVICE PROVIDER or SERVICE PROVIDER's employees or contractors.

16. SERVICE PROVIDER 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. SERVICE PROVIDER recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the CITY. Therefore, the SERVICE PROVIDER agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. SERVICE PROVIDER shall inform its employees and contractors of the confidential or proprietary nature of such information and shall limit access thereto to employees rendering services pursuant to this Agreement. SERVICE PROVIDER further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.

The said parties have caused this Agreement to be executed as of the date and year above written.

THE CITY OF BIRMINGHAM

By: _____
Mark Nickita, Mayor


By: _____
Cherilynn Brown, City Clerk


[SERVICE PROVIDER]


By:  _____
Marianne Dwyer

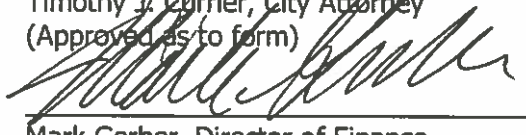
Its: Director of Business Operations

APPROVED:

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

 _____
Mark H. Clemence, Chief of Police
(Approved as to substance)

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

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

ATTACHMENT A

I. Name of Organization: ___HAVEN_____

II. Funding Request: ___\$2,000.00_____

III. Amount of funding received from City in current fiscal year: ___\$2,000.00_____

IV. Organization's Purpose or Mission: ___HAVEN is a 501©3 non-profit organization that has been building violence free communities one family at a time for over 42 years. HAVEN's mission is to eliminate sexual assault and domestic violence and to empower survivors through advocacy and social change in and around Oakland County. HAVEN is the only agency in Oakland County devoted to providing advocacy, education, counseling and emergency shelter for victims of domestic and sexual violence.

V. Description of Services to be provided (Scope of Work):

- 24/7 Crisis and Support Line
- 24/7 Emergency Shelter
- Victim/Court Advocacy and support
- Individual and Group Counseling Services for victims (adult and children)
- Personal Protection Order Assistance
- START (Safe Therapeutic Assault Response Team) – Forensic exams

VI. Explain the value of the services to the City of Birmingham: HAVEN's victim services are available to Birmingham residents at no cost and most services are available 24/7. This provides a safety net to those Birmingham residents who are experiencing the trauma of domestic and/or sexual violence. From

VII. Provide a list of the other funding sources: (List below. Attach additional sheet if necessary.)

HAVEN's other funding sources for these services:

- Michigan Domestic and Sexual Violence Treatment Board
- Victim of Crime Act
- United Way for Southeastern Michigan
- FEMA
- Private Donations

Name of Organization: _____HAVEN_____

VIII. Provide a detailed list of services provided in the 2016-2017 Fiscal Year (July 1, 2016 – June 30, 2017). Include the following for each quarter:

- Date & Timeframe of each service provided
- Explanation of the service provided
- Number of Birmingham residents in attendance/effectuated by service
- Explanation of how the funds were used

(Use Attachment B to record the services. Attach additional sheets if necessary.)

NOTE: Organizations receiving funding are required to provide invoices to the City for services coinciding with the timing of the delivery of those services.

Submitted by: Marianne Dwyer Title: Business Operations Director
(Print Name)

Signature: Marianne Dwyer Date: 5/30/17

Name of Organization: HAVEN**First Quarter (July 1, 2016 – September 30, 2016)**

Date of Service	Duration of Service (timeframe)	Explain the services provided	Number of Birmingham residents in attendance or affected by the service	Breakdown of the funds used for that service
07/01/16 – 9/30/16	07/01/16- 09/30/16	Counseling Program	9	\$4,527.00
07/01/16 – 9/30/16	07/01/16- 09/30/16	Personal Protection Orders	1	\$ 196.00
07/01/16 – 9/30/16	07/01/16- 09/30/16	Social Action/Court Advocacy	3	\$ 345.00
07/01/16 – 9/30/16	07/01/16- 09/30/16	START Program	2	\$2,522.00

Second Quarter (October 1, 2016 – December 31, 2016)

Date of Service	Duration of Service (timeframe)	Explain the services provided	Number of Birmingham residents in attendance or affected by the service	Breakdown of the funds used for that service
10/1/16- 12/31/16	10/1/16- 12/31/16	Counseling Program	10	\$5,030.00
10/1/16- 12/31/16	10/1/16- 12/31/16	Personal Protection Orders	0	\$ 0.00
10/1/16- 12/31/16	10/1/16- 12/31/16	Social Action/Court Advocacy	3	\$ 345.00
10/1/16- 12/31/16	10/1/16- 12/31/16	START Program	1	\$1,261.00

Name of Organization: _____

Third Quarter (January 1, 2017 – March 31, 2017)

Date of Service	Duration of Service (timeframe)	Explain the service provided	Number of Birmingham residents in attendance or affected by the service	Breakdown of the funds used for that service
01/01/17-03/31/17	01/01/17-03/31/17	Residential Program	1	\$3,244.00
01/01/17-03/31/17	01/01/17-03/31/17	Counseling Program	9	\$4,527.00
01/01/17-03/31/17	01/01/17-03/31/17	Social Action/Court Advocacy	4	\$ 460.00

Fourth Quarter (April 1, 2017 – June 30, 2017)

Date of Service	Duration of Service (timeframe)	Explain the service provided	Number of Birmingham residents in attendance or affected by the service	Breakdown of the funds used for that service
04/01/17-05/19/17	04/01/17-05/19/17	Counseling Program	6	\$3,018.00
04/01/17-05/19/17	04/01/17-05/19/17	Social Action/Court Advocacy	1	\$ 115.00

Name of Organization: HAVEN**First Quarter (July 1, 2016 – September 30, 2016)**

Date of Service	Duration of Service (timeframe)	Explain the services provided	Number of Birmingham residents in attendance or affected by the service	Breakdown of the funds used for that service
07/01/16 – 9/30/16	07/01/16- 09/30/16	Counseling Program	9	\$4,527.00
07/01/16 – 9/30/16	07/01/16- 09/30/16	Personal Protection Orders	1	\$ 196.00
07/01/16 – 9/30/16	07/01/16- 09/30/16	Social Action/Court Advocacy	3	\$ 345.00
07/01/16 – 9/30/16	07/01/16- 09/30/16	START Program	2	\$2,522.00

Second Quarter (October 1, 2016 – December 31, 2016)

Date of Service	Duration of Service (timeframe)	Explain the services provided	Number of Birmingham residents in attendance or affected by the service	Breakdown of the funds used for that service
10/1/16- 12/31/16	10/1/16- 12/31/16	Counseling Program	10	\$5,030.00
10/1/16- 12/31/16	10/1/16- 12/31/16	Personal Protection Orders	0	\$ 0.00
10/1/16- 12/31/16	10/1/16- 12/31/16	Social Action/Court Advocacy	3	\$ 345.00
10/1/16- 12/31/16	10/1/16- 12/31/16	START Program	1	\$1,261.00



MEMORANDUM

Department of Public Services

DATE: June 12, 2017

TO: Joseph A. Valentine, City Manager

FROM: Lauren A. Wood, Director of Public Services

SUBJECT: Uniform Allowance Order for Teamsters

The Department of Public Services publicly opened bids titled "DPS Uniforms 2017", Tuesday May 9, 2017. Bid specifications were advertised with the Michigan Intergovernmental Trade Network (MITN). The Department of Public Services employs approximately 30 Teamsters. Under contractual obligation the Teamsters are allowed \$300 per fiscal year to spend for uniforms. The employees are allowed to purchase shirts, pants, boots, hats and gloves up to the \$300 fiscal year allowance. If an employee goes over this \$300 allotment they are able to personally pay the difference of the overage, or cut back on the items they are ordering. All shirts are required to have the City logo along with the employees name embroidered on the garment. There were two bidders, Contractors Clothing Company and Arrow Safety Device. The bids are broken down as follows:

Company	Total amount for all garments listed in bid specifications	Complete bid
Contractors Clothing Company	\$341.25	Yes
Arrow Safety Device	\$425.56	No

The total amount shown in the above results would be if the employee ordered every item that the bid specification listed. More often than not, the employees do not need to order the entire line of garments each fiscal year, but rather only select items; for example, boots and heavy coats may be ordered every few years and not necessarily each fiscal year, thereby keeping the total amount spent under the \$300 threshold. The uniform purchase has always been under the \$6,000 and bidding was not required until now, as 30 employees get \$300.00 each year.

The City of Birmingham began using Contractors Clothing Company last year for the uniform purchases on a limited basis, as a trial basis. Contractors Clothing Company is the only vendor that has a store within 7 miles of Birmingham which allows the employees easy access to visit and try on garments before purchase. The City has done business with Contractors Clothing before and has been very pleased with their service and quality of goods. It is understood uniforms will be ordered in coordination with the issuance of a new logo, accordingly.

SUGGESTED RESOLUTION:

To approve the purchase of uniforms with Contractors Clothing Company for the total amount not to exceed \$9,000 for fiscal year 2017-2018. Funds are available for this purchase in the Public Services - Uniform Allowance account # 101-441.002-743.0000.



MEMORANDUM

Planning Division

DATE: June 19, 2017

TO: Joseph A. Valentine, City Manager

FROM: Jana L. Ecker, Planning Director

SUBJECT: Set a Public Hearing for Revised Window Standards

Pursuant to the direction of the City Commission, the Planning Board has continued to study glazing standards for commercial, multi-family residential and mixed use buildings.

On June 14, 2017, the Planning Board conducted a public hearing to consider draft amendments to the glazing requirements and definitions as follows:

- i) To amend Article 03 Downtown Overlay District, Section 3.04(e) Architectural Standards to require clear glazing at the first floor façade;
- ii) To amend Article 03 Triangle Overlay District, Section 3.09, commercial/mixed use architectural requirements to require clear glazing at the first floor façade;
- iii) To amend Article 04 Development Standards, Section 4.90, WN-01 (Window Standards) to alter the required glazing on commercial buildings;
- iv) To amend Article 07 Architectural Design Requirements, Section 7.05, Requirements, to remove inconsistent provisions; and
- v) To amend Article 9, Section 9.02, Definitions, to add definitions for clear glazing and lightly tinted glazing.

At the public hearing the Planning Board recommended that the City Commission approve the draft ordinance language, with the condition that the proposed language in section 3.04(e) and section 4.90 regarding the blocking of windows with opaque materials and furniture be amended to be less restrictive and match similar language in section 3.09(B)(1) of the Zoning Ordinance. These changes have been made to the draft ordinance language as per the motion of the Planning Board. Please see the attached draft language, staff report, and relevant meeting minutes related to this subject.

SUGGESTED ACTION:

Motion to set a public hearing date of July 24, 2017 to consider the following ordinance amendments:

- i) To amend Article 03 Downtown Overlay District, Section 3.04(e) Architectural Standards to require clear glazing at the first floor façade;

- ii) To amend Article 03 Triangle Overlay District, Section 3.09, commercial/mixed use architectural requirements to require clear glazing at the first floor façade;
- iii) To amend Article 04 Development Standards, Section 4.90, WN-01 (Window Standards) to alter the required glazing on commercial buildings;
- iv) To amend Article 07 Architectural Design Requirements, Section 7.05, Requirements, to remove inconsistent provisions; and
- v) To amend Article 9, Section 9.02, Definitions, to add definitions for clear glazing and lightly tinted glazing.

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 03 DOWNTOWN OVERLAY DISTRICT, SECTION 3.04, E ARCHITECTURAL STANDARDS TO REQUIRE CLEAR GLAZING AT THE FIRST FLOOR FAÇADE.

Article 03, Section 3.04 E(7) shall be amended as follows:

Architectural standards. All buildings shall be subject to the following physical requirements:

Sections 1- 7 unchanged

7. **Clear glazing is required on the first floor.** ~~Glass shall be clear or Lightly tinted~~ **glazing is permitted on upper floors** only. ~~First floor Windows shall not be blocked with opaque materials or furniture, products, signs, blank walls or the back of shelving units or signs.~~ **First floor Windows shall not be blocked with opaque materials or furniture, products, signs, blank walls or the back of shelving units or signs.** ~~Opaque applications shall not be applied to the glass surface.~~

Sections 8 – 16 unchanged

ORDAINED this _____ day of _____, 2017 to become effective 7 days after publication.

Mark Nickita, Mayor

Cherilynn Brown, City Clerk

ORDINANCE NO. _____

THE CITY OF BIRMINGHAM ORDAINS:

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

TO AMEND ARTICLE 03 TRIANGLE OVERLAY DISTRICT, SECTION 3.09, COMMERCIAL/MIXED USE ARCHITECTURAL REQUIREMENTS TO REQUIRE CLEAR GLAZING AT THE FIRST FLOOR FAÇADE.

Article 03, Section 3.09 b(1) shall be amended as follows:

3.09 Commercial/Mixed Use Architectural Requirements

A. unchanged

B. Windows and Doors:

1. Storefront/Ground Floor. Ground floors shall be designed with storefronts that have windows, doorways and signage, which are integrally designed and painted. No less than 70% of the storefront/ground floor façade between 1 and 8 feet above grade shall be clear glass panels and doorway. Glass areas on storefronts shall be clear glazing on the first floor. Clear glazing or lightly tinted glazing is permitted on upper floors. Mirrored glass is prohibited. Required window areas shall be either windows that allow views into retail space, working areas or lobbies, pedestrian entrances, or display windows set into the wall. Windows shall not be blocked with opaque materials or the back of shelving units or signs. The bottom of the window must be no more than 3 feet above the adjacent exterior grade.
2. Entranceway. The front entranceway shall be inset 3 feet from the front building wall.
3. Upper Stories. Openings above the first story shall be a maximum of 50% of the total façade area. Windows shall be vertical in proportion.

ORDAINED this _____ day of _____, 2017 to become effective 7 days after publication.

Mark Nickita, Mayor

Cherilynn Brown, City Clerk

ORDINANCE NO. _____

THE CITY OF BIRMINGHAM ORDAINS:

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

TO AMEND ARTICLE 04 DEVELOPMENT STANDARDS, SECTION 4.90, WN-01 (WINDOW STANDARDS) TO ALTER THE REQUIRED GLAZING ON COMMERCIAL BUILDINGS.

Article 04, section 4.90 WN-01 shall be amended as follows:

4.90 WN-01

This Window Standards section applies to the following districts:

O1, O2, P, B1, B2, B2B, B2C, B3, B4, MX, TZ3

The following window standards apply ~~on the front façade and any façade facing a street, plaza, park or parking area:~~

- A. Storefront Windows: Ground floor **façades** shall be designed with storefronts that have windows, doorways and signage, which are integrally designed. The following standards apply:
 - 1. No less than 70% of a storefront/groundfloor façade between 1 and 8 feet above grade shall be clear glazing glass panels and doorway.
 - 2. **Only Clear glazing is permitted** on storefront **façades at the first floor** shall be clear. Lightly tinted glazing in neutral colors **above the first floor may be permitted**. Mirrored glass is prohibited.
 - 3. Required window areas shall be either pedestrian entrances, windows that allow views into retail space, working areas or lobbies. Display windows set into the wall may be approved by the Planning Board.
 - 4. **First floor** Windows shall not be blocked with opaque materials ~~or furniture, products, signs, blank walls or the back of shelving units~~ **or signs**.
 - 5. The bottom of the window shall be no more than 3 feet above the adjacent exterior grade.
 - 6. ~~Blank walls of longer than 20 feet shall not face a public street.~~
- B. ~~Upper Story Windows: Openings above the first story shall be a maximum of 50% of the total façade area. Windows shall be vertical in proportion.~~ **Ground floor building elevations: Building elevations on the ground floor that do not face a frontage line but contain a public entrance shall be no less than 30% clear glazing between 1 and 8 feet above grade.**

- C. Blank walls of longer than 20 feet on the ground floor façade shall not face a plaza, park, parking area or Public Street.**
- D. Upper Story Windows: Openings above the first story shall be a maximum of 50% of the total façade area. Windows shall be vertical in proportion.**
- E. To allow flexibility in design, these standards may be modified by a majority vote of the Planning Board, Design Review Board, and/or Historic District Commission for architectural design considerations provided that the following conditions are met:**
 - a. The subject property must be in a zoning district that allows mixed uses;**
 - b. The scale, color, design and quality of materials must be consistent with the building and site on which it is located;**
 - c. The proposed development must not adversely affect other uses and buildings in the neighborhood;**
 - d. Glazing above the first story shall not exceed a maximum of 70% of the façade area;**
 - e. Windows shall be vertical in proportion.**

ORDAINED this _____ day of _____, 2017 to become effective 7 days after publication.

Mark Nickita, Mayor

Cherilynn Brown, City Clerk

ORDINANCE NO. _____

THE CITY OF BIRMINGHAM ORDAINS:

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

TO AMEND ARTICLE 07 ARCHITECTURAL DESIGN REQUIREMENTS, SECTION 7.05, REQUIREMENTS.

Article 07, section 7.05 shall be amended as follows:

7.05 Requirements

(See architectural design checklist on Site Plan Review application).

A. Building materials shall possess durability and aesthetic appeal.

~~B. A minimum of 50% of that portion of the first floor facade of a building with a commercial use(s) on the first floor and that faces a public street, private street, public open space or permanently preserved open space shall contain clear glazing.~~

~~BC.~~ The building design shall include architectural features on the building facade that provide texture, rhythm, and ornament to a wall.

~~CD.~~ Colors shall be natural and neutral colors that are harmonious with both the natural and man-made environment. Stronger colors may be used as accents to provide visual interest to the facade.

~~DE.~~ The building design shall provide an interesting form to a building through manipulation of the building massing. This can be achieved through certain roof types, roof lines, and massing elements such as towers, cupolas, and stepping of the building form.

~~EF.~~ These architectural elements shall be arranged in a harmonious and balanced manner.

ORDAINED this _____ day of _____, 2017 to become effective 7 days after publication.

Mark Nickita, Mayor

Cherilynn Brown, City Clerk

ORDINANCE NO. _____

THE CITY OF BIRMINGHAM ORDAINS:

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

TO AMEND ARTICLE 9, SECTION 9.02, DEFINITIONS, TO ADD DEFINITIONS FOR CLEAR GLAZING AND LIGHTLY TINTED GLAZING

Article 9, Section 9.02

Clear Glazing – Glass and other transparent elements of building facades with a minimum visible light transmittance of 80%.

Lightly Tinted Glazing – Glass and other transparent elements of building facades with a minimum visible light transmittance of 70%.

ORDAINED this _____ day of _____, 2017 to become effective 7 days after publication.

Mark Nickita, Mayor

Cherilynn Brown, City Clerk

**CITY OF BIRMINGHAM
REGULAR MEETING OF THE PLANNING BOARD
WEDNESDAY, OCTOBER 24, 2012
City Commission Room
151 Martin Street, Birmingham, Michigan**

Minutes of the regular meeting of the City of Birmingham Planning Board held October 24, 2012. Chairman Robin Boyle convened the meeting at 6:30 p.m.

Present: Chairman Robin Boyle; Board Members Scott Clein, Carroll DeWeese, Bert Koseck, Gillian Lazar, Janelle Whipple-Boyce, Bryan Williams;

Absent: Student Representative Kate Leary

Administration: Matthew Baka, Planning Specialist
Jana Ecker, Planning Director
Carole Salutes, Recording Secretary

10-180-12

FINAL SITE PLAN REVIEW

995 S. ETON (postponed from the meeting of October 10, 2012)

Saretsky, Hart, Michaels & Gould Law Firm

Two-story addition to building in existing outdoor courtyard

Ms. Ecker highlighted the proposal. The site located at 995 S. Eton is a one-story building that currently houses a law office. The petitioner intends to build a two-story addition at the southeast corner of the building (facing Cole Ave.) at the location of an existing outdoor courtyard. The addition will add 1,043 sq. ft. for a total of 5,423 sq. ft. The existing parking lot will remain, though new plantings are proposed to buffer the addition from the parking lot. The applicant proposes an aluminum and glass façade with swinging window treatments for the addition. The applicant is also proposing the installation of a new rooftop mechanical unit on the existing roof with mechanical screening to match existing screens. The existing site is zoned MX, Mixed Use. The law office is a permitted use within this district.

The increase in square footage increases the applicant's parking requirement by three spaces. The applicant intends to convert one barrier-free parking spot to an unrestricted parking spot, and seeks to utilize two on-street parking spaces on Eton St. toward their parking requirement in exchange for making improvements in the right-of-way. ***In order to count these spaces, the applicant will be required to obtain approval from the City Commission. If approval is not granted, the applicant will be required to obtain a variance from the Board of Zoning Appeals ("BZA") or enter into a shared parking agreement that must be approved by the Planning Board.***

The second level of the south elevation on Cole St. does not meet the glazing requirements of the MX District. The applicant has agreed to reduce the amount of glazing on the second floor of the addition to comply with the maximum 50 percent glazing requirement. ***If the glazing requirement is not met, a variance will be required from the BZA.***

All exterior design changes to the existing building will also be reviewed by the Design Review Board.

Mr. Roman Bonaslawski from Ron & Roman Architects was present for the applicant. With regards to the parking along Eton, if the Engineering Dept. believes there is a problem with the tightness of Cole as it resolves itself on Eton, he suggested the opportunity exists to make modifications on the south side of Eton if they believe it is too tight of a condition. Secondly, if there is opportunity to find 50 percent glazing going up from the top of the existing parapet they would prefer to have the glass up there or have it continue behind the louvers. It seems reasonable to add an additional tree on Cole. He requested that lighting not be a street improvement along Eton until there is a determination of what is happening along the entire Eton Corridor, and an understanding on how that street lighting can work.

Mr. Miles Hart from the law firm said their employee base is not growing. They need more space to spread out and into offices in order to have better working conditions. They don't have an issue with parking.

Mr. Williams thought the glazing on the second floor adds interest to the building. Mr. DeWeese agreed. To him it looks better if the top and bottom windows are the same size and the second floor is defined as starting at the top of the existing building.

There were no comments from the public at 8:55 p.m.

Motion by Ms. Whipple-Boyce

Seconded by Mr. DeWeese to approve the Final Site Plan and Design Review for

995 S. Eton, Saretsky, Hart, Michaels & Gould Law Firm, with the following conditions:

- 1. Applicant obtain approval of the City Commission for the use of two parking spaces on S. Eton or obtain a parking variance from the BZA;**
- 2. Applicant submit details for administrative approval for all landscaping, plant material, the location of the Knox box, and a recalculated glazing requirement on the south and east elevations that incorporates calculating the second floor glazing from the line of the existing building's roofline. A tree will be added on Cole.**
- 3. Applicant replace non cut-off light fixtures with cut-off fixtures to bring the site into compliance with the current ordinance;**
- 4. Applicant obtain approval from the Design Review Board for the proposed addition.**

Members of the public had no final comments at 9 p.m.

Motion carried, 7-0.

VOICE VOTE

Yeas: Whipple-Boyce, DeWeese, Boyle, Clein, Koseck, Lazar, Williams

Nays: None

Absent: None

10-183-12

MISCELLANEOUS BUSINESS AND COMMUNICATIONS

- a. Communications (none)
- b. Administrative Approvals
 - 335 E. Maple Rd. – To slightly re-design the proposed storefront at grade level to include an additional entrance door for the office component of the building.
 - 953 S. Eton – Install five ton condenser on roof/"Lamsl" painted to match building. Height of unit: 33 in.; height of screening: 41 in.
- c. Draft Agenda for the Regular Planning Board Meeting on November 14, 2012
 - Park St. re-zoning application;
 - Max and Erma's space for Stoney Creek Steakhouse; and
 - 550 W. Merrill, School Administration Building, for office use.
- d. Other Business
 - 2013 Bistro Update – The City Commission has sent three bistros for the Planning Board to look at: What Crepe?, Birmingham Sushi, and Crush.
 - Mr. Baka thought it might be useful in the future to give this board the flexibility to vary from the glazing requirement. Board members also agreed that applicants should not be required to appear before two boards for their reviews.

**PLANNING BOARD MINUTES
FEBRUARY 27, 2013**

PUBLIC HEARING

1. TO AMEND CHAPTER 126, ZONING, OF THE CODE OF THE CITY OF BIRMINGHAM:

TO AMEND ARTICLE 04 DEVELOPMENT STANDARDS, SECTION 4.83, WN-01 (WINDOW STANDARDS) TO ALLOW DESIGN FLEXIBILITY AS PERMITTED BY THE PLANNING BOARD, DESIGN REVIEW BOARD OR HISTORIC DISTRICT COMMISSION.

Chairman Boyle opened the public hearing at 7:38 p.m.

Mr. Baka recalled that on October 24, 2012 the Planning Board approved a two-story addition to the office building at 995 S. Eton. However, the applicant was forced to revise the architectural design of the addition in order to meet the window standards established in the Zoning ordinance. At that time, it was discussed whether the Ordinance could be amended to give the reviewing City board the authority to allow architects more creativity and flexibility when composing their designs by allowing variation from the window requirements.

On January 9, 2013 the Planning Board conducted a study session to discuss a draft ordinance amendment aimed at allowing the reviewing board the flexibility to modify the window standards. At that time, there was discussion regarding limiting the amendment to the upper stories of a building. Accordingly, the Planning Board set a public hearing for February 27, 2013 to review the draft ordinance.

Mr. Baka said that consideration of window standards normally would only go to one or two relevant boards. Mr. Koseck thought that requiring an applicant to appear before two boards adds confusion. The board's consensus was that either board could make the call.

No one from the public wished to speak on this matter at 7:45 p.m.

Motion by Mr. DeWeese

Seconded by Mr. Clein to recommend approval to the City Commission to amend Article 04, Section 4.83 Wn-01(Window Standards) to encourage flexibility in design. These standards may be waived by a majority vote of the Planning Board or Design Review Board and the Historic District Commission, when required, for architectural design considerations.

Motion carried, 7-0.

VOICE VOTE

Yeas: DeWeese, Clein, Boyle, Koseck, Lazar, Whipple-Boyce, Williams

Nays: None

Absent: None

**CITY COMMISSION MINUTES
MAY 6, 2013**

**05-148-13 PUBLIC HEARING – ZONING ORDINANCE
AMENDMENT WINDOW STANDARDS**

The Mayor opened the Public Hearing at 7:40 PM to consider an amendment to the Zoning Ordinance, Chapter 126, Article 04 Development Standards, Section 4.83, WN-01 (Window Standards).

Mr. Baka explained that the Planning Board requested a modification to the ordinance to allow some flexibility regarding window standards due to a recent site plan review. Mr. Currier recommended the Planning Board develop effective standards for when the second floor window requirements could be waived.

The Mayor closed the Public Hearing at 7:42 PM. The Commission took no action.

**PLANNING BOARD MINUTES
AUGUST 14, 2013**

**STUDY SESSION
Glazing Standards**

Ms. Ecker noted that on October 24, 2012 the Planning Board approved a two-story addition to the office building at 995 S. Eton. However, the applicant was forced to revise the architectural design of the addition in order to meet the window standards established in the Zoning Ordinance. At that time, several members of the Planning Board expressed support for the proposed design. It was discussed whether the Ordinance could be amended to authorize the reviewing City Board to give architects more creativity and flexibility when composing their designs by allowing variation from the window requirements.

On January 9, 2013 the Planning Board conducted a study session to discuss a draft ordinance amendment aimed at allowing the reviewing Board the flexibility to modify the window standards. At that time, there was discussion regarding limiting the amendment to the upper stories of a building. Accordingly, the Planning Board set a public hearing for February 27, 2013 to review the draft ordinance amendment.

On February 27, 2013 the Planning Board recommended approval to the City Commission.

On May 6, 2013 the City Commission reviewed the ordinance amendment and sent it back to the Planning Dept. The City Attorney asked for more specific requirements to be added that would allow the Planning Board to waive the glazing requirements on the upper levels.

The Planning Board reviewed the revised ordinance and changed the wording as follows:

" . . .To encourage flexibility in design these standards may be waived by a majority vote of the Planning Board and/or Historic District Commission for architectural design considerations. . . "

b. The scale, color, design and quality of materials of upper stories must be consistent with the building and site; and

c. The proposed development must not adversely affect other uses and buildings in the neighborhood.

Motion by Ms. Whipple-Boyce

Seconded by Mr. Clein to schedule a public hearing on Glazing Standards for September 11, 1913.

Motion carried, 5-0.

VOICE VOTE

Yeas: Whipple-Boyce, Clein, Boyle, DeWeese, Williams

Nays: None

Absent: Koseck, Lazar

**CITY OF BIRMINGHAM
REGULAR MEETING OF THE PLANNING BOARD
WEDNESDAY, SEPTEMBER 25, 2013
City Commission Room
151 Martin Street, Birmingham, Michigan**

Minutes of the regular meeting of the City of Birmingham Planning Board held September 25, 2013. Chairman Robin Boyle convened the meeting at 7:32 p.m.

Present: Chairman Robin Boyle; Board Members Scott Clein, Carroll DeWeese, Bert Koseck (arrived at 7:35 p.m.), Gillian Lazar, Janelle Whipple-Boyce, Bryan Williams; Student Representative Arshon Afrakhteh

Absent: None

Administration: Matthew Baka, Sr. Planner
Jana Ecker, Planning Director
Carole Salutes, Recording Secretary

09-168-13

PUBLIC HEARING

Glazing Standards (rescheduled from September 11, 2013)

**TO CONSIDER AN AMENDMENT TO CHAPTER 126, ZONING, ARTICLE 04,
SECTION 4.83 WN-01 (WINDOW STANDARDS) TO ALLOW DESIGN
FLEXIBILITY AS APPROVED BY THE PLANNING BOARD, DESIGN REVIEW
BOARD AND/OR HISTORIC DISTRICT COMMISSION**

Chairman Boyle opened the public hearing at 7:37 p.m.

Mr. Baka advised that the Planning Board has been discussing whether the ordinance could be amended to give the reviewing City Board the authority to give architects more creativity and flexibility when composing their designs by allowing variation from the window requirements.

After several meetings on this topic, the Planning Board, at their August 14, 2013 meeting, held a study session detailing ordinance changes to the Glazing Standards and requested staff to set a public hearing date to consider amendments to Chapter 126, Article 04, section 24.83 B.

Mr. Williams received confirmation that the City Attorney is happy with the suggested ordinance amendments. Ms. Ecker verified that if a proposal goes before two different City boards, the Planning Board and the Historic District Commission ("HDC"), the HDC determination would take priority.

Chairman Boyle observed this is an example of the City listening to applicants and developers.

At 7:43 p.m. there were no comments from members of the audience.

Motion by Mr. Williams

Seconded by Mr. DeWeese to recommend approval by the City Commission to amend Article 04, Section 4.83 WN-01 (Window Standards) to allow design flexibility as permitted by the Planning Board, Design Review Board, and/or Historic District Commission.

There were no final comments from the audience at 7:44 p.m.

Motion carried, 7-0.

ROLLCALL VOTE

Yeas: Williams, DeWeese, Boyle, Clein, Koseck, Lazar, Whipple-Boyce

Nays: None

Absent: None

The chairman formally closed the public hearing at 7:45 p.m.

BIRMINGHAM CITY COMMISSION MINUTES
JANUARY 27, 2014
MUNICIPAL BUILDING, 151 MARTIN
7:30 P.M.

**01-15-14 PUBLIC HEARING TO CONSIDER AN ORDINANCE AMENDMENT TO
CHAPTER 126, ARTICLE 04, SECTION 4.83 WN-01**

Mayor Pro Tem Sherman opened the Public Hearing to consider an ordinance amendment to

Chapter 126, Article 04, Section 4.83 WN-01 at 8:44 PM.

Planner Ecker explained that the proposed ordinance amendment was the subject of a public hearing on September 25, 2013, after a request from the City Commission to add more specific criteria in order to waive the current 50% glazing requirement on upper level windows.

Planner Ecker explained that the Planning Board does not want to change the glazing standards for the first floor windows, which is 70% in the downtown area as well as in the triangle district; the change would apply to the upper levels only. There are no window glazing guidelines in the Rail District.

In response to Commission discussion regarding the amount of flexibility in the proposed ordinance, Planner Ecker noted that the Planning Board wanted to be able to respond to design changes in the marketplace and to prevent the glazing requirements from getting in the way of a good development.

Commissioner Nickita suggested the ordinance be more flexible in the rail district, less so in the triangle district, and more restrictive in the downtown district. Commissioner Dilgard suggested changing "to encourage flexibility", to "to allow flexibility".

Mayor Pro Tem Sherman closed the Public Hearing at 8:57 PM.

The commissioners took no action on the proposed ordinance amendment, and directed staff to review the discussion with the Planning Board.

**CITY OF BIRMINGHAM
REGULAR MEETING OF THE PLANNING BOARD
WEDNESDAY, APRIL 22, 2015
City Commission Room
151 Martin Street, Birmingham, Michigan**

Minutes of the regular meeting of the City of Birmingham Planning Board held on April 22, 2015. Chairman Scott Clein convened the meeting at 7:30 p.m.

Present: Chairman Scott Clein; Board Members Carroll DeWeese, Bert Koseck, Gillian Lazar, Janelle Whipple-Boyce, Bryan Williams; Alternate Board Members Stuart Jeffares; Student Representative Andrea Laverty (left at 9:30 p.m.)

Absent: Board Member Robin Boyle, Alternate Board Member Daniel Share; Student Representative Scott Casperson

Administration: Matthew Baka, Senior Planner
Jana Ecker, Planning Director
Carole Salutes, Recording Secretary

04-80-15

**STUDY SESSION
Glazing Standards**

Mr. Baka explained that as a result of applicants having to revise their architectural designs in order to meet the window standards established in the Zoning Ordinance, members of the Planning Board have discussed whether the ordinance could be amended to give the reviewing City Board the authority to allow architects more creativity and flexibility when composing their designs by allowing variation from the window requirements.

After many prior meetings and review by the City Commission, the Planning Board at their March 11, 2015 meeting conducted a study session to continue discussion on improving the window standards. There was consensus that the 70% glazing requirement should be limited to between 1 and 8 ft. above grade in all zones and districts. It was also agreed that the current requirements of section 4.83 WN are problematic as they have required excessive glazing on several recent projects which has resulted in multiple variance requests to the Board of Zoning Appeals.

Although no specific modification standards were recommended over others, the Planning Board clearly indicated that the intent of the ordinance was to engage pedestrians in commercial zones. The board directed the Planning Dept. to review the various ways of accomplishing that intent. Accordingly, revised draft ordinance language is presented for the consideration of the Planning Board.

In order to provide consistency throughout the ordinance, the Planning Staff recommends amending the first floor standards in the Triangle District and Section 4.83 to require 70% glazing between 1 and 8 ft. above grade.

Mr. Baka advised that the window standards apply on the front façade and any façade that includes the primary entrance where the façade faces a street, plaza, park or parking area. Blank walls are not permitted on elevations with public entrances.

It was concluded that a definition of "blank wall" is needed. Ms. Whipple-Boyce thought that some flexibility should be written into the ordinance. Say that blank walls are not permitted on elevations, period. Mr. Koseck thought this matter needs another layer of study so they don't end up with a bunch of windowless buildings or uninterrupted walls that don't make for good architecture. Mr. Baka clarified that what is being discussed does not apply in the Downtown or the Triangle. It only applies in areas that are more likely to have a stand-alone building. Ms. Lazar thought the board needs definite parameters to work with.

**CITY OF BIRMINGHAM
REGULAR MEETING OF THE PLANNING BOARD
WEDNESDAY, OCTOBER 14, 2015
City Commission Room
151 Martin Street, Birmingham, Michigan**

Minutes of the regular meeting of the City of Birmingham Planning Board held on October 14, 2015. Chairman Scott Clein convened the meeting at 7:30 p.m.

Present: Chairman Scott Clein; Board Members Robin Boyle, Carroll DeWeese, Bert Koseck, Gillian Lazar, Janelle Whipple-Boyce; Alternate Board Member Stuart Jeffares

Absent: Board Member Bryan Williams; Alternate Board Member Daniel Share; Student Representatives Scott Casperson, Andrea Laverty

Administration: Matthew Baka, Senior Planner
Jana Ecker, Planning Director
Carole Salutes, Recording Secretary

10-201-15

STUDY SESSION

1. Window Glazing Standards

Mr. Baka recalled that on October 24, 2012 several members of the Planning Board discussed whether the ordinance could be amended to permit the reviewing City board the authority to give architects more creativity and flexibility when composing their designs by allowing variation from the window requirements. Since that time several study sessions and public hearings have been held to examine this topic.

At their meeting on January 27, 2014 the City Commission suggested that the ordinance amendment recommended by the Planning Board be modified to allow the proposed flexibility in the MX District but to have more restrictive requirements in the Downtown and Triangle District.

The first-floor glazing standards are inconsistent throughout the zones. The result of this difference is that outside of the Downtown Overlay a significantly larger amount of glazing is needed to satisfy the requirement. Therefore, the Planning Division recommends as a starting point amending the first-floor window standards in all districts in section 4.83, the General Standards, to require 70% glazing between 1 and 8 ft. above grade on any facade facing a street, plaza, park, or parking area. Blank walls of longer than 20 ft. shall not face a public street. It is believed that the addition of these provisions to these two areas of the City will significantly decrease the frequency of variance applications while still achieving the intent of the standards. Also, the Planning Division recommends amendments to Article 3, section 3.09(b)(1) to make the glazing standards consistent in the Triangle Overlay District.

The board discussed that unique circumstances might allow flexibility in design to modify the standards. They decided to come back to that later after a little more thought.

Board members concluded that consideration of the Downtown Overlay would be a separate issue.

The consensus was to amend Article 04, section 4.83 WN-01 A and B and strike C. Further, amend Article 03, Section 3.09 b (1) Commercial/Mixed Use Architectural Requirements in the MX District as presented.

Motion by Mr. Boyle

Seconded by Mr. DeWeese to send this matter to a public hearing on November 11, 2015.

Motion carried, 7-0.

VOICE VOTE

Yeas: Boyle, DeWeese, Clein, Jeffares, Koseck, Lazar, Whipple-Boyce

Nays: None

Absent: Williams

**CITY OF BIRMINGHAM
REGULAR MEETING OF THE PLANNING BOARD
WEDNESDAY, NOVEMBER 11, 2015
City Commission Room
151 Martin Street, Birmingham, Michigan**

Minutes of the regular meeting of the City of Birmingham Planning Board held on November 11, 2015. Chairman Scott Clein convened the meeting at 7:30 p.m.

Present: Chairman Scott Clein; Board Members Robin Boyle, Bert Koseck, Janelle Whipple-Boyce, Bryan Williams; Alternate Board Members Stuart Jeffares, Daniel Share

Absent: Board Member Gillian Lazar; Student Representatives Scott Casperson, Andrea Laverty

Administration: Matthew Baka, Senior Planner
Sean Campbell, Asst. Planner
Jana Ecker, Planning Director
Carole Salutes, Recording Secretary

11-220-15

PUBLIC HEARINGS

- 1. TO AMEND ARTICLE 03 SECTION 3.09 (B) (1) TO REQUIRE GLAZING IN THE TRIANGLE DISTRICT BETWEEN 1 FT. AND 8 FT. ABOVE GRADE ON THE GROUND FLOOR;**
AND
TO AMEND ARTICLE 04, SECTION 4.83 WN-01 (WINDOW STANDARDS) TO SPECIFY THAT THE REQUIRED 70% GLAZING IS BETWEEN 1 AND 9 FT. ABOVE GRADE ON THE GROUND FLOOR IN ALL ZONE DISTRICTS

Chairman Clein opened the public hearing at 7:34 p.m.

Mr. Baka recalled that at the October 14, 2015 Planning Board meeting the board discussed the issues related to the current window standards and the recurring need for applicants to seek variances from the Board of Zoning Appeals ("BZA"). Although it was acknowledged that additional changes need to be made beyond what is currently proposed, it was determined that there should be further study on certain aspects of the standards before additional changes can be recommended. It was decided however, that the standard of measuring the percentage of glazing on a site should be consistently measured between 1 and 8 ft. above grade. Accordingly, the Planning Board set a public hearing for November 11, 2015 to consider amendments to the window standards contained in the Zoning Ordinance.

The first floor glazing standards are inconsistent throughout the zones. In the Downtown

Overlay the 70% requirement is only applied between 1 and 8 ft. above grade. In the Triangle District and window standards of section 4.83, the 70% requirement is applied to the entire first floor. The result of this difference is that outside of the Downtown Overlay it requires a significantly larger amount of glazing to satisfy the requirement. A lot of developments are having a hard time meeting this standard. In order to provide consistency throughout the ordinance and still achieve the pedestrian and public interaction intended by the standards, the Planning Division recommends amending the first floor standards in the Triangle District and Section 4.83 to require 70% glazing between 1 and 8 ft. above grade. Staff believes that the addition of this provision to these two sections will significantly decrease the frequency of variance applications, while still achieving the intent of the standards.

The other proposed standard to be added to section 4.83 is that blank walls of longer than 20 ft. shall not face a public street.

There were no comments from the public at 7:36 p.m.

Motion by Mr. Boyle

Seconded by Mr. Williams to accept the amendments to the Zoning Ordinance as follows:

Article 04, section 4.83 WN-01

A. Storefront/Ground Floor Windows: Ground floors shall be designed with storefronts that have windows, doorways and signage, which are integrally designed. The following standards apply:

- 1. No less than 70% of the storefront/ground floor facade between 1 and 8 ft. above grade shall be clear glass panels and doorway.**
- 6. Blank walls of longer than 20 ft. shall not face a public street.**

Article 03, section 3.09 (b) (1)

B. Windows and Doors

1, Storefront/Ground Floor, Ground floors shall be designed with storefronts that have windows, doorways and signage, which are integrally designed and painted. No less than 70% of the storefront/ground floor facade between 1 and 8 ft. above grade shall be clear glass panels and doorway.

No one from the audience wished to comment at 7:37 p.m.

Motion carried, 7-0.

VOICE VOTE

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

Nays: None

Absent: Lazar

The chairman closed the public hearing at 7:38 p.m.

**CITY OF BIRMINGHAM
REGULAR MEETING OF THE PLANNING BOARD
WEDNESDAY, MARCH 9, 2016
City Commission Room
151 Martin Street, Birmingham, Michigan**

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

Present: Chairman Scott Clein; Board Members Robin Boyle, Stuart Jeffares, Janelle Whipple-Boyce, Bryan Williams; Alternate Board Member Lisa Prasad; Student Representative Colin Cusimano

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

Administration: Matthew Baka, Senior Planner
Jana Ecker, Planning Director
Carole Salutes, Recording Secretary

03-39-16

3. Glazing

Mr. Baka advised that over the past several years the Planning Board has performed site plan reviews where the board expressed support for the proposed design but the applicant has been forced to pursue variances because they were not able to meet the window standards contained in the Zoning Ordinance. Accordingly, the Planning Board has been holding study sessions on this topic to explore ways that the ordinance requirements can be altered so that fewer variances are sought but the objective of the window standards remains in place. The intent has been stated as the activation of the streets and public spaces of Birmingham by creating an interactive relationship between pedestrians and the users of the buildings in commercial areas.

During the study sessions held previously, the Board has discussed creating a waiver that is contingent on a set of criteria that would allow the Planning Board to waive the glazing requirements under certain circumstances. The City Commission has been hesitant to embrace this approach due to the subjective nature of such criteria. Accordingly, in previous study sessions the Planning Board developed a list of requirements that must be met in order to qualify for the exemption.

Another potential change that staff would like the Planning Board to discuss is combining the provisions of Article 04 and Article 07 into one set of standards that requires 70% glazing on the facades that face the street and then reducing the requirement to 50% on secondary facades that face parking areas and open space.

Mr. Baka recalled the Planning Board has been talking about glazing for quite a long time. The origination of the glazing requirements came from the Downtown Overlay Zone and/or the 2016 Plan where 70% glazing is required between 1 ft. and 8 ft. above grade. In the downtown that is just along the storefronts. When the Triangle Plan was created in 2006, glazing standards were also added. Then there were additions made to Article 4, the Development Standards which would apply to all commercial properties outside of the two Overlays. Last fall, an amendment was completed to make the three criteria consistent in that they were all being measured between 1 ft. and 8 ft. The Triangle and the General Commercial areas did not have that, so staff was forced to measure glazing for the whole facade which made it difficult for people to comply.

Right now section 4.90 dealing with all other commercial zones states that window standards requiring 70% glazing apply on the front facade and any facade facing a street, plaza, park, or parking area. The board has been talking about altering the language so that the requirements are not quite as difficult to meet. Staff has come up with a way to give this body the authority to waive those requirements if they see fit and has developed a list of requirements that must be met in order to qualify for the exemption:

To allow flexibility in design, these standards may be modified by a majority vote of the Planning Board, Design Review Board, and/or Historic District Commission for architectural design considerations provided that the following conditions are met:

- a. The subject property must be in a zoning district that allows mixed uses.
- b. The scale, color, design and quality of materials of upper stories must be consistent with the building and site on which it is located.
- c. The proposed development must not adversely affect other uses and buildings in the neighborhood.

Ms. Whipple-Boyce along with other members suggested adding the following:

- d. No less than 50% glazing between 1 ft. and 8 ft. above grade on the secondary facades that don't face a public or private street. Note that the primary facade faces the street and contains the address.

Mr. Baka advised that current standards for upper story windows say that openings above the first story shall be a maximum of 50% of the total facade area. Windows shall be vertical in proportion. It was discussed that current office design calls for expansive use of glazing on the upper floors. Board members considered allowing no more than 70% glazing on the upper floors. Chairman Clein suggested coming back next time with the language that was discussed for the first floor along with language that says that the second story can have no more than 70% glazing.

**CITY OF BIRMINGHAM
REGULAR MEETING OF THE PLANNING BOARD
WEDNESDAY, APRIL 13, 2016
City Commission Room
151 Martin Street, Birmingham, Michigan**

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

Present: Chairman Scott Clein; Board Members Robin Boyle, Stuart Jeffares, Bert Koseck, Gillian Lazar, Janelle Whipple-Boyce, Bryan Williams

Absent: Alternate Board Members Lisa Prasad, Daniel Share; Student Representative Colin Cusimano

Administration: Matthew Baka, Senior Planner
Sean Campbell, Asst. Planner
Jana Ecker, Planning Director
Carole Salutes, Recording Secretary

04-61-16

**STUDY SESSION
Glazing**

Mr. Baka recalled that the Planning Board has been holding study sessions on this topic to explore ways that the ordinance requirements can be altered so that fewer variances are sought but the intent of the window standards remains in place. The intent of the glazing requirements has been to activate the streets and public spaces of Birmingham by creating an interactive relationship between the pedestrians and the buildings in commercial areas.

Since the last study session an error was discovered in the Zoning Ordinance that has a significant effect on how the existing language is enforced. However, the Planning Division is of the opinion that this clerical error correction would bring the regulations back in line with the original intent of the window standards. This would eliminate the need for creating definitions for primary and secondary facades as discussed at the last study session. It will reduce the amount of glazing required on non-street facing facades and will reduce the number of variance requests, but will still provide glazing on elevations of buildings that face the street. The question is whether the board wants to add more requirements for non-street facing facades.

Board members decided to strike 4.90 WN-01 (C) (e) that states glazing on the ground floor facade shall not be reduced to less than 50% between 1 and 8 ft. above grade. Discussion considered whether glazing should be required on buildings where a public entrance not on the frontage line is in the back. It was thought there must be a minimum of 30% glazing between 1 and 8 ft. above grade.

Mr. Baka agreed to write out the changes for the board to see one more time before this topic goes to a public hearing.

**CITY OF BIRMINGHAM
REGULAR MEETING OF THE PLANNING BOARD
WEDNESDAY, MAY 11, 2016
City Commission Room
151 Martin Street, Birmingham, Michigan**

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

Present: Board Members Stuart Jeffares, Bert Koseck, Gillian Lazar, Daniel Share, Janelle Whipple-Boyce, Bryan Williams; Student Representative Colin Cusimano

Absent: Chairman Scott Clein; Board Member Robin Boyle.

Administration: Jana Ecker, Planning Director
Carole Salutes, Recording Secretary

05-84-16

STUDY SESSION ITEMS

1. Glazing

Ms. Ecker recalled the only changes from the last meeting were:

(1) That the board determined they would like minimum glazing required on any façade that has a public entrance, even if it is not in the front. That alteration was made to Article 4.90 WN-01 (B) Ground floor building elevations that now states "Building elevations on the ground floor that do not face a frontage line but contain a public entrance shall be no less than 30% glazing between 1 and 8 feet above grade." However, if the façade is on a frontage line and faces the street, 70% glazing is required.

(2) Also (C) Blank walls of longer than 20 ft. on the ground floor shall not face a plaza, park, parking area or public street.

For Chairperson Lazar, Ms. Ecker explained that Article 4.90 WN-01 (B) (5) means the bottom part of the window has to be in the pedestrian zone, which is no more than 3 ft. above the adjacent exterior grade.

Motion by Mr. Williams

Seconded by Ms. Whipple-Boyce to set a public hearing for June 8, 2016 to consider the proposed changes to Article 04, Section 4.90 WN -01 and Article 07, Section 7.05 of the Zoning Ordinance to amend the glazing standards.

At 7:40 p.m. there was no public to comment on the motion.

Motion carried, 7-0.

ROLLCALL VOTE

Yeas: Williams, Lazar, Jeffares, Koseck, Share, Whipple-Boyce

Nays: None

Absent: Boyle, Clein

Planning Board Minutes

June 8, 2016

PUBLIC HEARING

1. To consider amendments to Article 04, section 4.90 WN-01 and Article 07, section 7.05 of the Zoning Ordinance to amend the glazing standards

Chairman Clein opened the public hearing at 7:40 p.m.

Mr. Baka recalled that the Planning Board has been holding study sessions on this topic to explore ways that the ordinance requirements can be altered so that fewer variances are sought but the intent of the window standards remains in place. The intent of the glazing requirements has been to activate the streets and public spaces of Birmingham by creating an interactive relationship between the pedestrians and the buildings in commercial areas. The Planning Board decided that the standard of measuring the percentage of glazing on a site should be consistently measured between 1 and 8 ft. above grade in all zoning districts. Accordingly, the board recommended approval of the proposed amendments to the City Commission, which were later adopted by the Commission. Since that time, the Planning Division has held several study sessions on the subject of window standards.

At the last study session the Planning Board discussed an error in the Zoning Ordinance that was discovered by staff and that has a significant effect on how the existing language is enforced. The definition of facade was inadvertently altered when the Zoning Ordinance was reformatted in 2005. The reformatting changed the definition of facade to the vertical exterior surface of a building that is set parallel to a setback line which is all four sides of the parcel; rather than a frontage line which is elevations that front on a public street. The change from frontage line to setback line significantly alters what is considered a facade.

This discovery eliminated a lot of the need to make drastic changes to the window standards. However, the board did determine that building elevations that have a public entrance should contain some element of glazing on elevations that are not on a frontage line. Accordingly, the board directed staff to draft a provision that requires 30% glazing between 1 and 8 ft. on those elevations. In addition, the Planning Division recommends adding Article 4, section 4.90 (C) to prevent blank walls longer than 20 ft. in most situations, and would also recommend the removal of Article 7, Processes, Permits and Fees, section 7.05 (B), Architectural Design Review, as it is out of place in this location, and would be best addressed in Article 4, Development Standards – Window Standards.

Also a section has been added to allow flexibility in architectural design considerations. These standards may be modified by a majority vote of the Planning Board, Design Review Board, and/or Historic District Commission provided certain conditions are met.

Discussion brought out that the ordinance dictates which board an applicant will appear before.

On May 11, 2016, the Planning Board discussed the proposed amendments to the glazing standards, and voted unanimously to set a public hearing for June 8, 2016. No changes have been made to the proposed language since that time.

There were no comments from the public on the proposed amendments at 7:52 p.m.

Motion by Ms. Whipple-Boyce

Seconded by Mr. Share to recommend to the City Commission approval of the proposed changes to Article 04, section 4.90 WN-01 and Article 07, section 7.05 of the Zoning Ordinance to amend the glazing standards.

No one from the audience wished to discuss the motion at 7:53 p.m.

Motion carried, 6-0.

VOICE VOTE

Yeas: Whipple-Boyce, Share, Klein, Jeffares, Koseck, Lazar

Nays: None

Absent: Boyle, Williams

The chairman closed the public hearing at 7:53 p.m.

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

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

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

II. ROLL CALL

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

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

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

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

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

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

Mayor Pro Tem Nickita stated that the ability to provide glass on a passageway is one of the fundamental goals that is trying to be achieved and should be included as well. He

commented that it is identified in the 2016 Plan and is promoted throughout the retail is that glass must be clear. The City needs language that is enforceable and "lightly tinted" is not legally binding.

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

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

**CITY OF BIRMINGHAM
REGULAR MEETING OF THE PLANNING BOARD
WEDNESDAY, AUGUST 10, 2016
City Commission Room
151 Martin Street, Birmingham, Michigan**

Minutes of the regular meeting of the City of Birmingham Planning Board held on August 10, 2016. Chairman Scott Clein convened the meeting at 7:30 p.m.

Present: Chairman Scott Clein; Board Members Bert Koseck, Gillian Lazar, Janelle Whipple-Boyce, Bryan Williams; Student Representative Colin Cousimano (left at 9 p.m.)

Absent: Board Members Robin Boyle, Stuart Jeffares; Alternate Board Members Lisa Prasad, Daniel Share

Administration: Jana Ecker, Planning Director
Carole Salutes, Recording Secretary

08-140-16

STUDY SESSION ITEMS

1. Glazing Standards Update

Ms Ecker reported that at the July 25, 2016 City Commission meeting, a public hearing was held to consider proposed amendments to the current window standards in the Zoning Ordinance. The purpose of these amendments was to implement several minor changes to the standards contained in Article 04 of the Zoning Ordinance, as well as the elimination of additional standards in Article 07 that are in conflict with other areas of the Zoning Ordinance. The proposed changes would have added a requirement to have at least 30% glazing on rear elevations with a public entrance; increased the amount of glazing permitted on upper floors, prohibited blank walls longer than 20 ft. on all elevations facing a park, plaza or parking lot; and would also have provided the reviewing board with the flexibility to allow adjustments to the amount of glazing under specific conditions. The City Commission decided to send the draft ordinance back to the Planning Board for further consideration.

During the public hearing, the City Commission identified two additional issues that they would like the Planning Board to consider. These issues were the clarification or elimination of the provision that allows window glazing to be "lightly tinted." Currently there is no definition for the term "lightly tinted," so there is no objective standard that applicants must meet in order to comply with this standard. Secondly, The City Commission would like the Planning Board to consider whether there should be a glazing requirement in alleys and passages that are subject to the Via Activation Overlay Zone.

Therefore, there are two things the City Commission wants this board to look at, which is whether only clear glazing should be allowed; or if lightly tinted is allowed, define lightly tinted. The second issue is whether a minimum glazing standard should be added for facades that front on vias.

Ms. Whipple-Boyce thought 70% glazing is excessive for the side facing a via.

Discussion turned to tinted glass. Ms. Lazar thought there might be some accommodation for a building that will receive an excessive amount of sunlight. Mr. Koseck cautioned that the board should make sure what they are asking for is technically achievable. Once the glass is tinted it loses that interaction with the outside.

He continued that buildings need a back of the house. Mr. Williams maintained that the back of the building should have protection at the lower levels which is where the dumpster is located.

Ms. Whipple-Boyce favored having no tint on the windows. She doesn't think tint will determine whether or not people will cover their windows from the inside. As far as the via, maybe there is something that talks about locating a percentage of windows in the active part of the building. However, people should be encouraged to come to the street.

Chairman Clein said he is hearing support for no tinting except for energy code compliance, but making sure that it is enforceable.

Ms. Ecker noted the existing ordinance encourages more glazing and pedestrian scale details in the Via Activation Overlay without specific strict mandates. Mr. Williams thought what is currently in the ordinance is fine - it gives the board flexibility.

Chairman Clein suggested that the board come back to discuss this and consider language that still provides flexibility but addresses the significance of via glazing standards. Make sure that conversation is finalized because a commissioner did specifically call it out.

Ms. Ecker said she will find something that shows some of the limits of tint so the board is clear whether they are happy with no tint. She will investigate whether low-E coating counts as a tint, and what the Energy Code mandates. Further, she might be able to find samples.

**CITY OF BIRMINGHAM
REGULAR MEETING OF THE PLANNING BOARD
WEDNESDAY, JANUARY 11, 2017
City Commission Room
151 Martin Street, Birmingham, Michigan**

Minutes of the regular meeting of the City of Birmingham Planning Board held on January 11, 2017. Chairman Scott Clein convened the meeting at 7:30 p.m.

Present: Chairman Scott Clein; Board Members Robin Boyle, Stuart Jeffares, Bert Koseck, Gillian Lazar, Janelle Whipple-Boyce, Bryan Williams

Absent: Alternate Board Members Lisa Prasad, Daniel Share

Administration: Matthew Baka, Sr. Planner
Jana Ecker, Planning Director
Carole Salutes, Recording Secretary
Bruce Johnson, Building Official
Mike Morad, Building Inspector
Scott Worthington, Asst. Building Official
Jeff Zielke, Building Inspector

01-06-17

STUDY SESSION ITEMS

1. Window tinting requirements

Mr. Baka reported that at the July 25, 2016 City Commission meeting, a public hearing was held to consider proposed amendments to the current window standards in the Zoning Ordinance. The proposed changes would have added a requirement to have at least 30% glazing on rear elevations with a public entrance; increased the amount of glazing permitted on upper floors; prohibited blank walls longer than 20 ft. on all elevations facing a park, plaza or parking lot; and would also have provided the reviewing board with the flexibility to allow adjustments to the amount of glazing under specific conditions. These standards would have applied to every Commercial Zone in the City. The City Commission decided to send the subject back to the Planning Board for further consideration.

During the public hearing, the City Commission identified two additional issues that they would like the Planning Board to consider. These issues are whether only clear glazing should be allowed; or if lightly tinted is allowed, to provide a definition for lightly tinted. The second issue is whether a minimum glazing standard should be added for facades that face vias.

With respect to vias and passages, there is language in the ordinance that requires windows but not a certain amount. Sites directly adjoining a via must provide windows and doors overlooking the via to provide solar access, visual interaction and surveillance of the via. Additionally, the ordinance states walls facing vias shall include windows and architectural features customarily found on the front facade of a building. So, the issue is addressed, but not with concrete numbers.

Staff has conducted research with respect to window tinting, and determined there are three basic categories or ratings that are measured when evaluating the efficiency of a window, which are as follows:

- U-factor - measures the rate of heat transfer (or loss). Predominately determined by the number of glass panes and the type of gas barrier sealed between those panes.
- Solar Heat Gain Coefficient (SHGC) - measures how much heat from the sun is blocked. The lower the SHGC the more a product is blocking solar heat gain. SHGC can be controlled through tinting, reflective coatings or low-e coatings.
- Visible Transmittance (VT) - measures how much light comes through a window. The higher the VT, the higher the potential for daylighting. VT is generally controlled with tinting and reflective coatings.

Modern technology has gotten to a point where low-e coatings that don't have a tint are effective in blocking solar heat gain. From that point of view, the board should not be concerned about whether or not they are affecting the Energy Code.

Mr. Koseck spoke in favor of clear glass, and as in the AAA Building blinds can be added, such as for a western exposure. Ms. Whipple-Boyce was also in favor of maintaining clear glass on all floors along with specifying a VT percentage in the ordinance. People will want window treatments whether or not the glass is tinted.

No one from the public wished to join the discussion at 8:10 p.m.

Mr. Baka agreed to bring in samples of low-e coatings for next time as well as pictures of recent projects that have tinting for comparison purposes.

**CITY OF BIRMINGHAM
REGULAR MEETING OF THE PLANNING BOARD
WEDNESDAY, FEBRUARY 8, 2017
City Commission Room
151 Martin Street, Birmingham, Michigan**

Minutes of the regular meeting of the City of Birmingham Planning Board held on February 8, 2017. Chairman Scott Clein convened the meeting at 7:30 p.m.

Present: Chairman Scott Clein; Board Members Robin Boyle, Stuart Jeffares, Bert Koseck, Janelle Whipple-Boyce, Bryan Williams; Alternate Board Member Lisa Prasad

Absent: Board Member Gillian Lazar; Alternate Board Member Daniel Share

Administration: Matt Baka, Sr. Planner
Jana Ecker, Planning Director
Carole Salutes, Recording Secretary
Bruce Johnson, Building Official
Mike Morad, Building Inspector
Scott Worthington, Asst. Building Official
Jeff Zielke, Building Inspector

02-26-17

STUDY SESSION ITEMS

1. Window Tinting Requirements

Mr. Baka noted that at their July 25, 2016 meeting, the City Commission identified two issues that they would like the Planning Board to consider. These issues were the clarification or elimination of the revision that allows window glazing to be "lightly tinted." Secondly the City Commission also asked the Planning Board to consider whether there should be a glazing requirement in alleys and passages that are subject to the Via Activation Overlay Zone.

Currently, the Via Activation Overlay standard does indicate a requirement for windows but does not set a specific percentage that is required. This would allow the Planning Board to evaluate projects on a case-by-case basis but does not provide a baseline or minimum amount of glazing that would be required in these spaces. The draft ordinance for building elevations with secondary entrances not on a frontage line would require 30% glazing on those elevations. The Planning Board may wish to consider a similar requirement in the vias.

Staff has conducted research with respect to window tinting and found there are three basic categories or ratings that are measured when evaluating the efficiency of glazing, which are as follows:

- U-factor - measures the rate of heat transfer (or loss). Predominately determined by the number of glass panes and the type of gas barrier sealed between those panes.
- Solar Heat Gain Coefficient ("SHGC") - measures how much heat from the sun is blocked. The lower the SHGC the more a product is blocking solar heat gain. SHGC can be controlled through tinting, reflective coatings or low-e coatings.
- Visible Transmittance ("VT") - measures how much light comes through a window. The higher the VT, the higher the potential for daylighting. VT is generally controlled with tinting and reflective coatings.

Modern technology has gotten to a point where low-e coatings that don't have a tint are effective in blocking solar heat gain. From that point of view, the board should not be concerned about whether or not they are affecting the Energy Code.

Comments received during the January 11, 2017 Planning Board meeting indicated general support for the use of clear glass only. However, the Planning Board requested Planning Staff to provide local examples of clear and tinted glass in the City and/or provide glass examples so that board members could view the levels of VT in person.

Mr. Baka passed around samples of clear and tinted glass. Also he identified recent local projects where clear glass and lightly tinted glass were used. Due to the ambiguity of the current glaze tinting regulations contained in the Zoning Ordinance, the City does not have any information on file as to the level of tinting that was applied to the examples provided in regards to VT. In general, 70% VT is considered light tinting.

Mr. Koseck announced he is in favor of clear glass on the first floor and lightly tinted on the floors above. Clear glass even has a green tint. It was discussed that the grey, black and bronze colors seem neutral. A light tint may not automatically be enough to deal with certain exposures to the sun. It may be necessary to use shades or blinds.

Ms. Whipple-Boyce was in favor of clear glass on all floors and indicated that most likely some sort of window treatment will be used. She likes the idea of evaluating the amount of glazing used in the vias on a case-by-case basis because of where back of the house uses may fall.

Mr. Baka said that with lightly tinted glazing there would be minimal filtration of the heat gain.

Ms. Ecker summarized the discussion. The board generally likes the idea of clear glass on the ground floor and some measure of grey or bronze tint allowed above. They prefer to keep the via glazing standards as they are and allow more glazing above.

Mr. Baka agreed to bring back some draft amendments at a future study session.

**CITY OF BIRMINGHAM
REGULAR MEETING OF THE PLANNING BOARD
WEDNESDAY, MARCH 29, 2017
City Commission Room
151 Martin Street, Birmingham, Michigan**

Minutes of the regular meeting of the City of Birmingham Planning Board held on March 29, 2017. Chairman Scott Clein convened the meeting at 7:30 p.m.

Present: Chairman Scott Clein; Board Members Robin Boyle (arrived at 8 p.m.), Stuart Jeffares, Janelle Whipple-Boyce, Alternate Board Member Daniel Share, Bryan Williams; Student Representative Ariana Afrakhteh (left at 9:05 p.m.)

Absent: Board Members Bert Koseck, Vice Chairperson Gillian Lazar; Alternate Board Member Lisa Prasad

Administration: Matthew Baka, Sr. Planner

Jana Ecker, Planning Director
Mario Mendoza, Recording Secretary

03-68-17

STUDY SESSION ITEMS

1. Window Tinting

Mr. Baka recalled that the City Commission has held a public hearing and the Planning Board has held several study sessions to discuss the issue of window standards and examine potential changes to the ordinance to address the concerns of the City Commission. As a result of those discussions, a general consensus was reached that prohibiting the tinting of windows would promote the intent of the creating a pedestrian friendly interactive condition in the commercial areas of the City.

Accordingly, the Planning Board directed the Planning Staff to draft Zoning Ordinance amendments that would require clear glazing on the first floor and allow light tinting on the upper floors. The draft language also includes the original ordinance amendments that were recommended to the City Commission in July of 2016.

With regards to the treatment of glazing in passageways and vias, the Planning Board decided not to recommend a required amount of glazing in these spaces as it might impede important "back of house" functions and have a negative impact on businesses. Currently, the Via Activation Overlay Standard does indicate a requirement for windows but does not set a specific percentage that is required.

As currently written, this provision allows the Planning Board to evaluate projects on a case-by-case basis but does not provide a baseline or minimum amount of glazing that is required in these spaces.

Discussion concluded that clear glass must have a visual transmission level of at least 80%. Further, not less than 70% visual transmission qualifies as lightly tinted. (The lower the percentage, the darker the tint.) Ms. Whipple-Boyce indicated she does not think there should be any tinting on the upper floors either. Mr. Baka said he will add a definition of clear and lightly tinted to the draft language and bring it to another study session.

**CITY OF BIRMINGHAM
REGULAR MEETING OF THE PLANNING BOARD
WEDNESDAY, MAY 10, 2017
City Commission Room
151 Martin Street, Birmingham, Michigan**

Minutes of the regular meeting of the City of Birmingham Planning Board held on May 10, 2017. Chairman Scott Clein convened the meeting at 7:30 p.m.

Present: Chairman Scott Clein; Board Members Robin Boyle, Stuart Jeffares, Bert Koseck, Vice Chairperson Gillian Lazar, Janelle Whipple-Boyce, Bryan Williams; Student Representative Isabella Niskar

Absent: Student Representative Ariana Afrakhteh

Alternates: Lisa Prasad and Dan Share were not asked to attend

Administration: Matthew Baka, Sr. Planner
Jana Ecker, Planning Director
Carole Salutes, Recording Secretary

05-91-17

STUDY SESSION ITEMS

1. Window Tinting

Mr. Baka stated that the City Commission has held a public hearing and the Planning Board has held several study sessions to discuss the issue of window standards and examine potential changes to the Ordinance to address the concerns of the City Commission. As a result of those discussions, a general consensus was reached that prohibiting the tinting of windows would promote the intent of creating a pedestrian friendly interactive condition in the commercial areas of the City.

With regards to the treatment of glazing in passageways and vias, the Planning Board decided not to recommend a required amount of glazing in these spaces as it might impede important "back of house" functions and have a negative impact on businesses. Presently, the Via Activation Overlay Standard does indicate a requirement for windows but does not set a specific percentage that is required. As currently written, this provision allows the Planning Board to evaluate projects on a case-by-case basis but does not provide a baseline or minimum amount of glazing that is required in these spaces.

Discussions have concluded that clear glass must have a visual transmission level of at least 80%. Further, not less than 70% visual transmission qualifies as lightly tinted. (The lower the percentage, the darker the tint.)

On March 29, 2017, the Planning Board reviewed draft ordinance language and requested that it be revised to include definitions for clear glazing and lightly tinted glazing that have specific percentages of visual transmittance. Accordingly, those definitions have been drafted and are now incorporated. This draft language also

includes the original ordinance amendments that were recommended to the City Commission in July of 2016.

Chairman Clein made a change to 4.90 WN-01 (2) to say "Only clear glazing is permitted on storefront facades . . ."

Discussion from the public was taken at 8:15 p.m.

Mr. Steve Kalczynski from the Townsend Hotel said that regarding their second-story bakery it was strongly suggested they take the blinds down, so they put curtains up because of the need to block the sun.

Ms. Ecker suggested inserting the following provision to the Downtown Overlay Standard 3.04 prior to setting a public hearing: " First floor windows shall not be blocked with opaque materials or furniture, products, signs, blank walls, or the back of shelving units. This language could be added for purposes of discussion at the public hearing. It can always be taken out.

Mr. Koseck indicated his view is to have clear glass throughout the first floor of the City with a visual transmission level of 80%. If the sun is blazing in he is okay with a blind because it might go away, the use might change, etc. Further, above the first floor, blinds may be permitted.

Motion by Mr. Williams

Seconded by Mr. Jeffares that the Planning Board set a public hearing for June 14, 2017 to allow the public to comment on these proposed changes and for the Planning Board to make a recommendation to the City Commission on these issues.

There were no comments from the public at 8:30 p.m.

Motion carried, 7-0.

VOICE VOTE

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

Nays: None

Absent: None



MEMORANDUM

Planning Division

DATE: June 1, 2016

TO: Planning Board

FROM: Jana Ecker, Planning Director

SUBJECT: Public Hearing to consider amendments to Chapter 126, Zoning, Article 04, Section 4.90 WN-01 (WINDOW STANDARDS) and Article 07, section 7.05 (ARCHITECTURAL DESIGN REQUIREMENTS)

At the November 11, 2015 Planning Board meeting the Board held a public hearing to discuss proposed amendments to the current window standards in the Zoning Ordinance. The purpose of these amendments was to reduce the recurring need for applicants to seek variances from the Board of Zoning Appeals due to difficulty meeting those requirements. At that time it was acknowledged that additional changes needed to be made beyond what is currently proposed and it was determined that there needs to be further study on certain aspects of the standards before additional changes can be recommended. It was decided however, that the standard of measuring the percentage of glazing on a site should be consistently measured between 1 and 8 feet above grade. Accordingly, the Planning Board recommended approval of the proposed amendments to the City Commission, which were later adopted by the Commission. Since that time, the Planning Division has held several study sessions on the subject of window standards.

Background

Over the past several years the Planning Board has performed site plan reviews where the Planning Board expressed support for the proposed design but the applicant has been forced to pursue variances because they were not able to meet the window standards contained in the Zoning Ordinance. Accordingly, the Planning Board has been holding study sessions on this topic to explore ways that the ordinance requirements can be altered so that fewer variances are sought but the intent of the window standards remains in place. The intent of the glazing requirements has been to activate the streets and public spaces of Birmingham by creating an interactive relationship between the pedestrians and the buildings in commercial areas.

There are currently four sections of the Zoning Ordinance that regulate the amount of glazing, or windows, that are required in various commercial areas. Those sections are as follows:

Downtown Overlay

Article 03 section 3.04(E):

4. Storefronts shall be directly accessible from public sidewalks. Each storefront must have transparent areas, equal to 70% of its portion of the facade, between one and eight feet from the ground. The wood or metal armature (structural elements to support canopies or signage) of such storefronts shall be painted, bronze, or powder-coated.

6. The glazed area of a facade above the first floor shall not exceed 35% of the total area, with each façade being calculated independently.

7. Glass shall be clear or lightly tinted only. Opaque applications shall not be applied to the glass surface.

Triangle Overlay District

Article 03 section 3.09:

B. Windows and Doors:

1. Storefront/Ground Floor. Ground floors shall be designed with storefronts that have windows, doorways and signage, which are integrally designed and painted. No less than 70% of the storefront/ground floor façade between 1 and 8 feet above grade shall be clear glass panels and doorway. Glass areas on storefronts shall be clear, or lightly tinted. Mirrored glass is prohibited. Required window areas shall be either windows that allow views into retail space, working areas or lobbies, pedestrian entrances, or display windows set into the wall. Windows shall not be blocked with opaque materials or the back of shelving units or signs. The bottom of the window must be no more than 3 feet above the adjacent exterior grade.

All other Commercial zones

Article 04 section 4.90:

The following window standards apply on the front façade and any façade facing a street, plaza, park or parking area:

A. Storefront/Ground Floor Windows: Ground floors shall be designed with storefronts that have windows, doorways and signage, which are integrally designed. The following standards apply:

1. No less than 70% of the storefront/ground floor façade between 1 and 8 feet above grade shall be clear glass panels and doorway.
2. Glass areas on storefronts shall be clear or lightly tinted in neutral colors. Mirrored glass is prohibited.
3. Required window areas shall be either pedestrian entrances, windows that allow views into retail space, working areas or lobbies. Display windows set into the wall may be approved by the Planning Board.
4. Windows shall not be blocked with opaque materials or furniture, products, signs, blank walls or the back of shelving units.
5. The bottom of the window shall be no more than 3 feet above the adjacent exterior grade.
6. Blank walls of longer than 20 feet shall not face a public street.

- B. Upper Story Windows: Openings above the first story shall be a maximum of 50% of the total façade area. Windows shall be vertical in proportion.

In addition, there is an obscure section of the Zoning Ordinance that includes an additional provision that also regulates the amount of glazing required on commercial buildings. This section of the code only requires 50% clear glazing at street level.

Article 07 section 7.05, Architectural Design Review:

7.05 Requirements

- B. A minimum of 50% of that portion of the first floor facade of a building with a commercial use(s) on the first floor and that faces a public street, private street, public open space or permanently preserved open space shall contain clear glazing.

Potential changes

During recent site plan reviews where variances have been pursued, the subject properties have all been located outside of the overlay zones. Accordingly, the focus of the study sessions up to this point has been on the standards contained in Article 04 section 4.90, which affect all areas not within an overlay zone. The Board has discussed creating a waiver that is contingent on a set of criteria that would allow the Planning Board, Historic District Commission, or Design Review Board to alter the glazing requirements under certain circumstances. The Planning Board developed a list of criteria that must be met in order to qualify for the modification of the standards. The draft language of the waiver criteria is attached for your review.

Another potential change that was discussed at the previous Planning Board study session was combining the provisions of Article 04 and Article 07 into one set of standards that requires 70% glazing on the facades that face the street and then reducing the requirement to 50% on secondary facades that face parking areas and open space. At the last study session the Planning Board discussed an error that was discovered by staff in the Zoning Ordinance that has a significant effect on how the existing language is enforced. The definition of façade was inadvertently altered when the Zoning Ordinance was reformatted in 2005. The current definition of façade reads as follows:

Facade: The vertical exterior surface of a building that is set parallel to a **setback line**.

However, prior to the reformatting of the Zoning Ordinance the definition of facade read as follows:

Facade means the vertical exterior surface of a building that is set parallel to a **frontage line**.

The change from frontage line to setback line significantly alters what is considered a façade as a frontage line is defined as follows:

Frontage line: all lot lines that abut a public street, private street, or permanently preserved or dedicated public open space.

With this discovery the window standards would only be enforced on facades as defined in the Zoning Ordinance prior to the reformatting. As this is a clerical error, it will be corrected. This eliminates glazing required on non-street facing facades and will reduce the number of variance requests but will still provide glazing on elevations of buildings that face the street. Accordingly, the Planning Division is of the opinion that this clerical error correction would bring the regulations back in line with the original intent of the window standards. This would eliminate the need for creating definitions for primary and secondary facades as discussed at previous study sessions. As a result of this discovery, the Planning Board decided to eliminate the draft language that delineated between facades that face a street and those that do not. However, the Board did determine that building elevations that have a public entrance should contain some element of glazing. Accordingly, the Board directed staff to draft a provision that requires 30% glazing on those elevations that have a public entrance but do not face a frontage line. In addition, the Planning Division recommends adding Article 4, section 4.90(C) to prevent blank walls in most situations, and would also recommend the removal of Article 7, Processes, Permits and Fees, section 7.05(B), Architectural Design Review, as it is out of place in this location, and would be best addressed in Article 4, Development Standards – Window Standards, as noted above.

On May 11, 2016, the Planning Board discussed the proposed amendments to the glazing standards, and voted unanimously to set a public hearing for June 8, 2016. No changes have been made to the proposed language since that time. Draft ordinance language is attached for your review, along with relevant meeting minutes.

Suggested Action:

To recommend to the City Commission approval of the proposed changes to Article 04, Section 4.90 WN-01 and Article 07, Section 7.05 of the Zoning Ordinance to amend the glazing standards.



MEMORANDUM

Planning Division

DATE: June 9, 2017

TO: Planning Board

FROM: Matthew Baka, Senior Planner

APPROVED: Jana Ecker, Planning Director

SUBJECT: Window Standards Public Hearing

At the July 25, 2016 City Commission meeting, a public hearing was held to consider proposed amendments to the window standards in the Zoning Ordinance. The purpose of these amendments was to implement several minor changes to the standards contained in Article 04 of the Zoning Ordinance, as well as the elimination of additional standards in Article 07 that are in conflict with other areas of the Zoning Ordinance. The proposed changes would have added a requirement to have at least 30% glazing on rear elevations with a public entrance, increased the amount of glazing permitted on upper floors, prohibited blank walls longer than 20' on all elevations facing a park, plaza or parking lot, and would also have provided the reviewing board with the flexibility to allow adjustments to the amount of glazing under specific conditions.

During the public hearing, the City Commission identified two additional issues that they would like the Planning Board to consider. These issues were the clarification or elimination of the provision that allows window glazing to be "lightly tinted". Currently there is no definition for the term "lightly tinted", so there is no objective standard that applicants must meet in order to comply with this standard. Secondly, The City Commission also asked the Planning Board to consider whether there should be a glazing requirement in alleys and passages that are subject to the Via Activation Overlay Zone. Accordingly, the City Commission sent the matter back to the Planning Board for further consideration. Please find attached the staff report presented to the Planning Board and City Commission, along with the proposed ordinance language and minutes from previous discussions on the topic.

Since that time, the Planning Board has held several study sessions to discuss this issue and examine potential changes to the ordinance to address the concerns of the City Commission. With regards to the treatment of glazing in passageways and vias, the Planning Board decided not to recommend a required amount of glazing in these spaces. While it was agreed that windows in alleys or vias are an important enhancement, it was also discussed that there are important "back of house" functions to most commercial businesses which must be accommodated and that requiring similar glazing percentages on the scale that is required on the building frontages may impede those functions and have a negative impact on businesses. Currently, the Via Activation Overlay standards

do indicate a requirement for windows but do not set a specific percentage that is required. The following is an excerpt from the Via Activation Overlay District in the Zoning Ordinance that contains the current regulations that deal with windows:

- H. Design Standards: All portions of buildings and sites directly adjoining a via must maintain a human scale and a fine grain building rhythm that provides architectural interest for pedestrians and other users, and provide windows and doors overlooking the via to provide solar access, visual interaction and surveillance of the via. To improve the aesthetic experience and to encourage pedestrians to explore vias, the following design standards apply for all properties with building facades adjoining a via:
1. Blank walls shall not face a via. Walls facing vias shall include windows and architectural features customarily found on the front facade of a building, such as awnings, cornice work, edge detailing or decorative finish materials. Awnings shall be straight sheds without side flaps, not cubed or curved, and must be at least 8 feet above the via at the lowest drip edge;

As currently written, this provision allows the Planning Board to evaluate projects on a case by case basis but does not provide a baseline or minimum amount of glazing that is required in these spaces.

Recent study sessions also included research and analysis of the various treatments and techniques that are commonly used to tint and provide filters for sunlight, heat, and UV radiation. On January 11, 2017, Planning staff provided information regarding the effect that permitting only clear glass windows would have on the ability to comply with the Michigan Energy Code. Based on conversations with the Building Department staff and research into the various aspects of window properties and technologies, it appears that requiring clear glass would not necessarily prevent someone from complying with the Energy Code. As detailed in the attached materials, there are three basic categories or ratings that are measured when evaluating the efficiency of a window, which are as follows:

1. **U-factor**: measures the rate of heat transfer (or loss). The U-factor rating is predominately determined by the number of panes of glass and the type of gas barrier sealed between those panes.
2. **Solar Heat Gain Coefficient (SHGC)**: measures how much heat from the sun is blocked. SHGC is expressed as a number between 0 and 1. The lower the SHGC, the more a product is blocking solar heat gain. SHGC can be controlled through tinting, reflective coatings or low-e coatings.
3. **Visible Transmittance (VT)**: measures how much light comes through a window. VT is expressed as a number between 0 and 1. The higher the VT, the higher the potential for daylighting. A typical clear glass window has a VT of approximately .80. VT is generally controlled with tinting and reflective coatings.

As a result of those discussions, a general consensus was reached that prohibiting the tinting of windows would promote the intent of the creating a pedestrian friendly

interactive condition in the commercial areas of the City. Accordingly, the Planning Board directed the Planning staff to draft Zoning Ordinance amendments that would require clear glazing on the first floor and allow light tinting on the upper floors.

On March 29, 2017 the Planning Board reviewed the draft ordinance language. As a result of that discussion the Planning Board requested that the draft language be revised to include definitions for clear glazing and lightly tinted glazing that have specific percentages of visual transmittance.

On May 10, 2017 the Planning Board reviewed the draft language for the new definitions. The Planning Board then set a public hearing for June 14, 2017 to consider a recommendation to the City Commission in regards to adopting the proposed amendments. The proposed draft ordinance language is attached to this report. This draft language also includes the original ordinance amendments that were recommended to the City Commission in July of 2016.

SUGGESTED ACTION

To make a recommendation of APPROVAL to the City Commission of the following zoning ordinance amendments:

TO AMEND ARTICLE 03 DOWNTOWN OVERLAY DISTRICT, SECTION 3.04, E ARCHITECTURAL STANDARDS TO REQUIRE CLEAR GLAZING AT THE FIRST FLOOR FAÇADE;

TO AMEND ARTICLE 03 TRIANGLE OVERLAY DISTRICT, SECTION 3.09, COMMERCIAL/MIXED USE ARCHITECTURAL REQUIREMENTS TO REQUIRE CLEAR GLAZING AT THE FIRST FLOOR FAÇADE;

TO AMEND ARTICLE 04 DEVELOPMENT STANDARDS, SECTION 4.90, WN-01 (WINDOW STANDARDS) TO ALTER THE REQUIRED GLAZING ON COMMERCIAL BUILDINGS;

TO AMEND ARTICLE 07 ARCHITECTURAL DESIGN REQUIREMENTS, SECTION 7.05, REQUIREMENTS TO REMOVE INCONSISTENT PROVISIONS; AND

TO AMEND ARTICLE 9, SECTION 9.02, DEFINITIONS, TO ADD DEFINITIONS FOR CLEAR GLAZING AND LIGHTLY TINTED GLAZING.

**DRAFT Planning Board Minutes
June 14, 2017**

PUBLIC HEARINGS

1. AN ORDINANCE TO AMEND CHAPTER 126, ZONING, OF THE CODE OF THE CITY OF BIRMINGHAM AS FOLLOWS:

TO AMEND ARTICLE 03 DOWNTOWN OVERLAY DISTRICT, SECTION 3.04 (E) ARCHITECTURAL STANDARDS TO REQUIRE CLEAR GLAZING AT THE FIRST FLOOR FAÇADE;

TO AMEND ARTICLE 03 TRIANGLE OVERLAY DISTRICT, SECTION 3.09, COMMERCIAL/MIXED USE ARCHITECTURAL REQUIREMENTS TO REQUIRE CLEAR GLAZING AT THE FIRST FLOOR FAÇADE;

TO AMEND ARTICLE 04 DEVELOPMENT STANDARDS, SECTION 4.90, WN-01 (WINDOW STANDARDS) TO ALTER THE REQUIRED GLAZING ON COMMERCIAL BUILDINGS;

TO AMEND ARTICLE 07 ARCHITECTURAL DESIGN REQUIREMENTS, SECTION 7.05, REQUIREMENTS TO REMOVE INCONSISTENT PROVISIONS; AND

TO AMEND ARTICLE 9, SECTION 9.02, DEFINITIONS, TO ADD DEFINITIONS FOR CLEAR GLAZING AND LIGHTLY TINTED GLAZING.

The public hearing opened at 7:34 p.m.

Mr. Baka recalled that the City Commission has held a public hearing and the Planning Board has held several study sessions to discuss the issue of window standards and examine potential changes to the Ordinance to address the concerns of the City Commission. As a result of those discussions, a general consensus was reached that prohibiting the tinting of windows would promote the intent of creating a pedestrian friendly interactive condition in the commercial areas of the City.

There are three sections of the Ordinance that dictate how glazing on buildings is regulated: the Downtown Overlay District (much of Downtown); the Triangle Overlay District (bound by Woodward Ave., Adams, and Maple Rd.); and all other commercial properties.

For the Downtown Overlay It is proposed to now allow clear glass on the first floor and light tinting on the stories above. It is also proposed that first-floor windows cannot be blocked by opaque materials or the backs of shelves. For the Triangle Overlay it is

clarified that first-floor glazing shall be clear and that lightly tinted glazing is permitted on the upper floors. In all other commercial zones clear glazing is permitted on the first floor and lightly tinted on the floors above; and again the first-floor windows shall not be blocked with opaque materials or blank walls. On elevations that are not a facade but also have a public entrance it is being considered that 30% clear glazing shall be provided between 1 and 8 ft. above grade as opposed to the 70% that is required for the other facades. Further, blank walls of longer than 20 ft. on the ground floor facade shall not face a plaza, park, parking area, or public street. This provision is already included in the Downtown and Triangle Overlays. Also, openings above the first story shall be a maximum of 50% of the total facade area and windows shall be vertical in proportion. The proposal eliminates Article 07.05 B that requires 50% glazing on first-floor facades.

Finally, the reviewing body is given some flexibility in these areas, without forcing applicants to go before the Board of Zoning Appeals to acquire a variance.

Definitions for clear glazing, and lightly tinted glass have been added to Article 09 section 9.02.

That summarizes all of the proposed changes.

Ms. Lazar received clarification that buildings which already have a manually applied screening material to keep out sunlight are considered grandfathered in for the duration of the tenancy. Also, something that obstructs the view into the window would be considered a violation. Thirdly, blinds or shutters are permitted.

Mr. Share noticed in section 3.09 (Triangle Overlay) there was no reference to furniture blocking windows, whereas in sections 4.90 (Window Standards) and 3.04 (Downtown Overlay) there are those references. The consensus was to reduce restrictions in sections 4.90 and 3.04 to make them the same as section 3.09. Basically furniture and products would be removed from those sections.

At 7:45 p.m. no one from the public had a comment on window glazing.

Ms. Whipple-Boyce announced she is not supportive of permitting tinting on the upper floors and for that reason she will not support the proposal tonight.

Motion by Mr. Share

Seconded by Ms. Lazar to recommend to the City Commission adoption of the proposed Ordinance changes to section 3.04 (E), section 3.09, section 4.90, section 7.05 and section 9.02 of the Zoning Ordinance to amend the glazing standards with the one modification discussed tonight.

Mr. Koseck thought everyone will sense the benefit of the clear glass at the first floor and will not notice the slight tinting above.

There were no public comments on the motion at 7:49 p.m.

Motion carried, 6-0.

VOICE VOTE

Yeas: Share, Lazar, Klein, Jeffares, Koseck, Prasad

Nays: Whipple-Boyce

Absent: Boyle, Williams

The Chairman closed the public hearing at 7:50 p.m.



MEMORANDUM

Department of Public Services

DATE: June 19, 2017

TO: Joseph A. Valentine, City Manager

FROM: Lauren A. Wood, Director of Public Services

SUBJECT: Parks and Recreation Master Plan Consultant Award

Sealed proposals were opened Thursday, April 27, 2017 for "Parks and Recreation Master Plan for the City of Birmingham" at the Department of Public Services. The Request for Proposals (RFP) was entered into the Michigan Inter-governmental Trade Network (MITN) purchasing system. Six vendors responded.

The City of Birmingham Recreation Master Plan 2012-2016 needs to be revised. Communities are required to develop a comprehensive citywide recreation plan to establish eligibility to apply for grants from the Department of Natural Resources (DNR). The last complete update competitively bid was awarded to Hamilton Anderson for the 2006-2011 Master Plan in the amount of \$29,200.

This will be the fourth Five Year Community Parks and Recreation Master Plan for the City of Birmingham. Some of the scope of work items part of the update includes the following: Update Plan Document, Recreation Inventory, Playground Inspection by Certified Playground Safety Inspector, Public Input Meetings with Parks and Recreation Board and ultimately with the City Commission, Progress Meetings with Staff and Sub-Committee.

Below is a summary of the submitted proposals.

Company	Base Bid	# of Meetings Included in Bid Price	Cost per Addt'l Meeting	Complete Bid
ROWE Professional Services	\$10,000	5	\$600	No
M. C. Smith Associates and Architectural Group	\$19,780	5 + periodic progress meetings with staff	\$670	Yes
Landscape Architects & Planners, Inc. (LAP)	\$23,500	8	\$650	No
McKenna Associates	\$24,500	13	Negotiable	Yes
Beckett & Raeder, Inc.	\$27,960	7	\$317	Yes
Johnson Hill Land Ethics	\$65,400	As many as needed	0	Yes

Based on the initial review of the proposals the Master Plan Sub-Committee and City Staff narrowed the field to four (4) firms based on such items as qualifications, staff experience, understanding of scope of work, project schedule and pricing. The firms invited to participate in the interview process included: Rowe Professional Services, Landscape Architects and Planners, McKenna Associates and Beckett & Raeder, Inc. Reference checks were conducted following the interviews. Some of the firms did not include conducting a community survey or a barrier free accessibility of local parks with their proposal, as requested in the bid specifications. The low bidder ROWE Professional Services bid a majority of the requirements as extras which brought their bid to \$22,000. Some of the criteria used during the review and evaluation process included such items as skill level to perform the required project outcome, ability and track record to provide an outstanding public engagement process and overall orientation of Master Plan updates. Interviews were conducted on June 2, 2017 of the four firms.

Based on the submitted proposal by McKenna Associates, reference checks and the formal interview process, the DPS staff and Sub-Committee recommended McKenna Associates for this project. Several factors lead us to recommending McKenna Associates. They have local experience, are very knowledgeable with the DNR Recreation Plan Guidelines, will generate a useful end product and they will meet the project schedule. These are critical attributes along with the ability to assist the City in ascertaining Recreation Master Plan goals and objectives from the community throughout this entire educational and interactive process. The schedule will afford the City of Birmingham the time necessary to prepare the updated plan and submit the final document to the DNR by March 1, 2018. This is a critical date for submitting grant applications to the DNR.

McKenna Associates is familiar with the City of Birmingham as they are currently working with the Community Development Department. They are very strong in planning and are good with urban parks and grants and excellent experience in other similar communities. The Parks and Recreation Board at the June 6, 2017 meeting approved City Administration's recommendation for this award. See the attached unapproved minutes from that meeting. Dollars are budgeted in the General Fund – Parks - Other Contractual Services, for this project, account #101-751.000-811.0000.

SUGGESTED RESOLUTION:

To award the Recreation Master Plan Professional Services Agreement to McKenna Associates in the amount not to exceed \$24,500 and to authorize the Mayor and City Clerk to sign the agreement upon receipt of all required insurances. Funds are available in the General Fund – Parks – Other Contractual Services account #101-751.000-811.0000.

PARKS AND RECREATION BOARD MEETING MINUTES
June 6, 2017

Therese Longe, Chairperson, called the meeting to order at 6:30 p.m. at 851 S. Eton.

MEMBERS PRESENT: Therese Longe, John Meehan, Ryan Ross,
Art Stevens and Bill Wiebrecht

MEMBERS ABSENT: Ross Kaplan and Lilly Stotland

**STUDENT
REPRESENTATIVES PRESENT:** Ben Gould, Groves Student
Joey Kummer, Seaholm Student

ADMINISTRATION: Lauren A. Wood, Director of Public Services
Carrie A. Laird, Parks and Recreation Manager
Connie J. Folk, Recreation Coordinator

GUESTS: John Rusche

It was moved by Art Stevens, seconded by Bill Wiebrecht the minutes of the Tuesday, May 2, 2017 regular meeting be approved as corrected.

Yeas – 5 Therese Longe, John Meehan, Ryan Ross, Art Stevens and Bill Wiebrecht

Nays – 0

Absent-2 Ross Kaplan and Lilly Stotland

AGENDA ITEM #1 – Recommendation of awarding the Birmingham Ice Sports Arena roof bid
Carrie stated that the Birmingham Ice Sports Arena is in need of a new roof which encompasses the entry way, lobby, offices, concession stand, conference room and locker rooms.

Carrie stated that the work includes overlaying the existing roof with a fully adhered GAF 60 mil TPO Fleece Back membrane roofing system and reattachment of the soffits facility wide.

Carrie stated that the City of Birmingham would like to award the bid to LaDuke Roofing & Sheet Metal Company. Carrie stated that LaDuke roofing is a certified GAF Master installer and has extensive roofing experience and references that include schools and hospitals throughout the area.

Carrie stated that there would be a budget amendment needed and upon recommendation and approval from the Parks and Recreation Board the report would be presented at the June 26, 2017 City Commission meeting.

Therese stated that the recommendation is a very safe recommendation. Therese stated that LaDuke Roofing & Sheet Metal Company is only \$190 above the lowest bidder and are significantly lower than the next highest bidder and have a satisfactory history working with the City of Birmingham and elsewhere and are experts in the material that the department specified.

Therese stated that LaDuke Roofing & Sheet Metal Company is a sound recommendation.

It was moved by Bill Wiebrecht, seconded by John Meehan to support the Department of Public Services recommendation to the City Commission for the award of the "Flat Roof Replacement at the Birmingham Ice Sports Arena" project to LaDuke Roofing and Sheet Metal.

Yeas – 5 Therese Longe, John Meehan, Ryan Ross, Art Stevens and Bill Wiebrecht

Nays – 0

Absent-2 Ross Kaplan and Lilly Stotland

AGENDA ITEM #2 – Parks and Recreation Master Plan Consultant Award

Lauren stated that the report which is being presented was worked by the Parks and Recreation Master Plan Sub-Committee. The three Parks and Recreation Master Plan Sub-Committee consist of Therese Longe, Ryan Ross and Art Stevens.

Lauren stated that the Parks and Recreation Master Plan will be the fourth, five-year comprehensive Parks and Recreation Master Plan for the City of Birmingham.

Lauren stated that six proposals were received for the update of the Parks and Recreation Master Plan. Lauren stated that the Parks and Recreation Master Plan Sub-Committee met on Friday, June 2, 2107 to interview four firms that included Rowe Professional Services, Landscape, Architects & Planners, Inc. (LAP), McKenna and Beckett & Raeder.

Lauren stated upon conclusion of the interviews, an in-depth review of the proposals and reference checks, McKenna Associates is the recommended firm.

Therese stated the four firms present were allowed a half-hour each. The firms had time for an opening statement, all answered ten identical questions, some questions about their background, and some hypothetical questions.

Therese stated that all four firms did a nice job presenting. Therese stated that they all had experience in doing multiple recreation master plans (except less so for ROWE Professional Services) in the last few years that have been accepted by the DNR and have won multiple awards.

Therese stated that the sub-committee recommended McKenna Associates because they had the best orientation to what the City of Birmingham wants to accomplish. Therese stated that the City is not starting from scratch and neither is the City trying to do a comprehensive plan for each City of Birmingham park, which was Beckett & Raeder's orientation and strength.

Therese stated that after the optional items were added in to ROWE's base bid the cost would bring the complete bid price to \$22,000.

Therese stated that McKenna is personable, engaging and they have a lot of experience with similar communities. Currently a different division of their firm is employed by the City of Birmingham doing plan reviews and code inspections and the informal/formal feedback is excellent - good customer service and very competent.

It was moved by Bill Wiebrecht, seconded by John Meehan to support the Department of Public Services recommendation of hiring McKenna Associates to update the Parks and Recreation Master Plan for the City of Birmingham in the amount of \$24,500.

Yeas – 5 Therese Longe, John Meehan, Ryan Ross, Art Stevens and Bill Wiebrecht
Nays – 0
Absent-2 Ross Kaplan and Lilly Stotland

COMMUNICATIONS/DISCUSSION ITEMS #1a Golf Course Report

Lauren provided the Parks and Recreation Board the golf report and stated that the golf financials for the last few months will be provided at the July Parks and Recreation Board meeting.

No Action was taken by the Parks and Recreation Board

COMMUNICATIONS/DISCUSSION ITEMS #2a Birmingham Scraps Annual Fourth of July Fireworks Show

Lauren presented to the Parks and Recreation Board an article about the City of Birmingham cancelling the Fourth of July fireworks.

No Action was taken by the Parks and Recreation Board

COMMUNICATIONS/DISCUSSION ITEMS #3a 2017 In The Park Concert Series Schedule

Connie presented to the Parks and Recreation Board a partial 2017 In The Park Concert Schedule

No Action was taken by the Parks and Recreation Board

COMMUNICATIONS/DISCUSSION ITEMS #4 Recommendation For Two Alternate Parks and Recreation Board Members

Lauren stated that the administration is looking to have a recommendation that will go before the City Commission to have two alternate Parks and Recreation Board members as part of the Parks and Recreation Board.

Lauren stated that it is under consideration only because the Parks and Recreation Board had low attendance among other boards and feeling that would allow an opportunity to increase attendance.

Lauren stated that Parks and Recreation Board have always had a quorum.

Therese stated that the City Commission is also recommending two alternate board members for the Multi-Modal Transportation Board and Public Arts Board.

No Action was taken by the Parks and Recreation Board

UNFINISHED BUSINESS:

No unfinished business

NEW BUSINESS:

Therese stated that Mark Clemence, Chief of Police had a lengthy comprehensive article about dogs and dogs in the parks in the Eccentric Newspaper.

Therese stated that the article could be placed on the City of Birmingham website and to be sent to Homeowners Associations.

Therese stated in the Eccentric Newspaper and article on how Baldwin Library worked with Beverly Hills on creating a story book trail at Beverly Park. Therese stated that you read picture books page by page walking through Beverly Park.

John suggested that Barnum Park could be a good location for this project.

No Action was taken by the Parks and Recreation Board

OPEN TO THE PUBLIC FOR ITEMS NOT ON THE AGENDA:

Therese stated that the next meeting will be held on Tuesday, June 11, 2017 at 7:15 pm at DPS.

The meeting adjourned at 6:50 pm
Connie J. Folk, Recreation Coordinator

ATTACHMENT A - AGREEMENT
Update the Parks and Recreation Master Plan
for the City of Birmingham

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 McKENNA ASSOCIATES, having its principal office at 235 East Main Street, Suite 105, Northville, MI 48167 (hereinafter called "Contractor"), provides as follows:

WITNESSETH:

WHEREAS, the City of Birmingham, through its Department of Public Services desires to update the comprehensive Parks and Recreation Master Plan for the City of Birmingham,

WHEREAS, the City has requested bids for services to update the Parks and Recreation Master Plan for the City of Birmingham, and in connection therewith has prepared a request for sealed proposals ("RFP"), which includes certain instructions to bidders, specifications, terms and conditions.

WHEREAS, the Contractor has professional qualifications that meet the project requirements and has made a bid in accordance with such request for cost proposals to update to the Parks and Recreation Master Plan for the City of Birmingham.

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

1. It is mutually agreed by and between the parties that the documents consisting of the Request for Proposal and Bid to update the Parks and Recreation Master Plan for the City of Birmingham and the Contractor's cost proposal dated April 27, 2017 shall be incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto. If any of the documents are in conflict with one another, this Agreement shall take precedence, then the RFP.
2. The City shall pay the Contractor for the performance of this Agreement in an amount not to exceed \$ 24,500 as set forth in the Contractor's April 27, 2017 cost proposal.
3. This Agreement shall commence upon execution by both parties, unless the City exercises its option to terminate the Agreement in accordance with the Request for Proposals.
4. The Contractor shall employ personnel of good moral character and fitness in performing all services under this Agreement.
5. The Contractor and the City agree that the Contractor is acting as an independent Contractor with respect to the Contractor's role in providing services to the City pursuant to this Agreement, and as such, shall be liable for its own actions and neither the Contractor nor its employees shall be construed

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

6. The Contractor acknowledges that in performing services pursuant to this Agreement, certain confidential and/or proprietary information (including, but not limited to, internal organization, methodology, personnel and financial information, etc.) may become involved. The Contractor recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the City. Therefore, the Contractor agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. The Contractor shall inform its employees of the confidential or proprietary nature of such information and shall limit access thereto to employees rendering services pursuant to this Agreement. The Contractor further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.
7. This Agreement shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan. The Contractor agrees to perform all services provided for in this Agreement in accordance with and in full compliance with all local, state and federal laws and regulations.
8. If any provision of this Agreement is declared invalid, illegal or unenforceable, such provision shall be severed from this Agreement and all other provisions shall remain in full force and effect.
9. This Agreement shall be binding upon the successors and assigns of the parties hereto, but no such assignment shall be made by the Contractor without the prior written consent of the City. Any attempt at assignment without prior written consent shall be void and of no effect.

10. The Contractor agrees that neither it nor its subcontractors will discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight or marital status. The Contractor shall inform the City of all claims or suits asserted against it by the Contractor's employees who work pursuant to this Agreement. The Contractor shall provide the City with periodic status reports concerning all such claims or suits, at intervals established by the City.
11. The Contractor shall not commence work under this Agreement until it has, at its sole expense, obtained the insurance required under this paragraph. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with carriers acceptable to the City of Birmingham.
12. The Contractor shall maintain during the life of this Agreement the types of insurance coverage and minimum limits as set forth below:
- A. Workers' Compensation Insurance: Contractor shall procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
 - B. Commercial General Liability Insurance: Contractor shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.
 - C. Motor Vehicle Liability: Contractor shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
 - D. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be *Additional Insureds*: The City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to any other coverage that may be available to the additional insured, whether any other available coverage by primary, contributing or excess.

- E. Professional Liability: Professional liability insurance with limits of not less than \$1,000,000 per claim if Contractor will provide service that are customarily subject to this type of coverage.
- F. 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 and any entity or person for whom the Contractor is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City of Birmingham, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Birmingham against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from and the City of Birmingham, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Birmingham, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Agreement. Such

responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of its elected or appointed officials, employees, volunteers or others working on behalf of the City of Birmingham. In addition, consultant's indemnity shall be comparatively reduced to the extent that the claim, suit or loss is caused in part (or shall be eliminated in whole if the claim, suit or loss is caused in whole) by the negligent or intentional acts of the City, its elected and appointed officials, employees, volunteers or others working on behalf of the City.

14. If, after the effective date of this Agreement, any official of the City, or spouse, child, parent or in-law of such official or employee shall become directly or indirectly interested in this Agreement or the affairs of the Contractor, the City shall have the right to terminate this Agreement without further liability to the Contractor if the disqualification has not been removed within thirty (30) days after the City has given the Contractor notice of the disqualifying interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.
15. If Contractor fails to perform its obligations hereunder, the City may take any and all remedial actions provided by the general specifications or otherwise permitted by law.

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

City of Birmingham
Attn: Carrie Laird
151 Martin Street
Birmingham, MI 48009
248-530-1714

*McKenna Associates
235 East Main St. Ste 105
Northville, MI 48167*

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

The laws of the State of Michigan shall govern this Agreement, and the arbitration shall take place in Oakland County, Michigan. In the event that the parties elect not to have the matter in dispute arbitrated, any dispute between

the parties may be resolved by the filing of a suit in the Oakland County Circuit Court or the 48th District Court.

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

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

WITNESSES:

Greg C. Hearn

CONTRACTOR

By: John R. Jackson

Its: John R. Jackson, AICP, President

CITY OF BIRMINGHAM

By: _____

Mark Nickita

Its: Mayor

By: _____

J. Cherilynn Brown

Its: City Clerk

Approved:

Lauren A. Wood

Lauren A. Wood, Director of Public Services (Approved as to substance)

Mark Gerber

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

Timothy J. Currier

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

Joseph A. Valentine


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



ATTACHMENT B - BIDDER'S AGREEMENT
Update the Parks and Recreation Master Plan

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

1. They have carefully examined the specifications, terms and Agreement of the Request for Proposal and all other provisions of this document and understand the meaning, intent, and requirement of it.
2. They will enter into a written contract and furnish the item or items in the time specified in conformance with the specifications and conditions contained therein for the price quoted by the proponent on this proposal.

<u>John R. Jackson</u>	<u>June 16, 2017</u>
BID PREPARED BY	DATE
<u>(Print Name)</u>	
<u>President</u>	<u>June 16, 2017</u>
TITLE	DATE
	<u>jjackson@mcka.com</u>
AUTHORIZED SIGNATURE	E-MAIL ADDRESS
<u>McKenna Associates, Inc.</u>	
COMPANY	
<u>235 E. Main Street, Suite 105, Northville, MI 48167</u>	<u>248-596-0920</u>
ADDRESS	PHONE
<u>n/a</u>	
NAME OF PARENT COMPANY	PHONE
<u> </u>	
ADDRESS	
<u> </u>	

ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM
Update the Parks and Recreation Master Plan

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

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

John R. Jackson	June 16, 2017
PREPARED BY (Print Name) President	DATE June 16, 2017
TITLE 	DATE jjackson@mcka.com
AUTHORIZED SIGNATURE	E-MAIL ADDRESS
McKenna Associates, Inc	
COMPANY	
235 E. Main Street, Suite 105, Northville, MI 48167	248-596-0920
ADDRESS	PHONE
n/a	
NAME OF PARENT COMPANY	PHONE
ADDRESS	
38-2213606	
TAXPAYER I.D.#	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/30/2016

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 Professional Concepts Insurance Agency, Inc. 1127 South Old US Highway 23 Brighton MI 48114-9861		CONTACT NAME: certs@pciaonline.com PHONE (A/C, No, Ext): (800) 969-4041 FAX (A/C, No): (800) 969-4081 E-MAIL: certs@pciaonline.com ADDRESS:	
INSURED McKenna Associates, Inc 235 East Main Street Suite 105 Northville MI 48167		INSURER(S) AFFORDING COVERAGE INSURER A XL Specialty Insurance INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER:16-17 PL only 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	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	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					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
A	Professional Liability		DPR9907412	10/1/2016	10/1/2017	Each Claim \$1,000,000 Aggregate \$2,000,000

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

CERTIFICATE HOLDER

CANCELLATION

FOR INFORMATION ONLY

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

Mike Cosgrove/BRANDI

Michael Cosgrove

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/16/2017

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 McNish Group, Inc. 26622 Woodward Ave Ste 200 Royal Oak MI 48067		CONTACT NAME: Kerri Marsalese PHONE (A/C, No, Ext): 248-544-4800 E-MAIL: kmarsalese@mcnish.com ADDRESS: FAX (A/C, No):	
INSURED McKenna Associates, Inc. 235 E Main St, Ste.105 Northville MI 48167-2499		INSURER(S) AFFORDING COVERAGE INSURER A: The Hartford INSURER B: Hartford Casualty Insurance Co. INSURER C: INSURER D: INSURER E: INSURER F:	
MCKEN-3		NAIC # 29424	

COVERAGES

CERTIFICATE NUMBER: 2074862591

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.

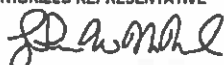
INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		35SBRU2022	1/1/2017	1/1/2018	EACH OCCURRENCE	\$2 000 000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300 000
						MED EXP (Any one person)	\$10 000
						PERSONAL & ADV INJURY	\$2 000 000
						GENERAL AGGREGATE	\$4 000 000
						PRODUCTS - COMP/OP AGG	\$4 000 000
							\$
B	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		35SBRU2022	1/1/2017	1/1/2018	COMBINED SINGLE LIMIT (Ea accident)	\$2 000 000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		35SBRU2022	1/1/2017	1/1/2018	EACH OCCURRENCE	\$1,000,000
						AGGREGATE	\$1,000,000
							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	35WECPN2013	1/1/2017	1/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
						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)

General Liability and Automobile Liability includes following Additional Insureds as required by written contract: City of Birmingham including all elected and appointed officials, all employees, all boards, commissions and/or authorities and board members. Insurance is primary and any other insurance maintained by the additional insured's shall be considered to be excess and non-contributing with this insurance required from contractor under this section.

CERTIFICATE HOLDER

CANCELLATION

City of Birmingham PO Box 3001 151 Martin St Birmingham MI 48012	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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MEMORANDUM

Planning Division

DATE: June 22, 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.

On May 8, 2017, the City Commission opened the public hearing again. However, only Mr. Goldstein was in attendance. The City Commission subsequently postponed the public hearing until June 26, 2017 to allow both Mr. Goldstein and Mr. Glantz to be present.

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.

OR

To deny an Amendment to the Special Land Use Permit at 250 N. Old Woodward, Emagine Palladium Theatre and Ironwood Grill and thus deny the proposed name change 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 Emagine Palladium and Ironwood 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;
9. CH Birmingham LLC dba Emagine Palladium and Ironwood 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
10. CH Birmingham LLC dba Emagine Palladium and Ironwood 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 Ironwood 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 Ironwood 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 Ironwood 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

Project:

EMAGINE PALLADIUM THEATER
FOUR STORY BURGER
209 Hamilton Row
Birmingham, Michigan 48009

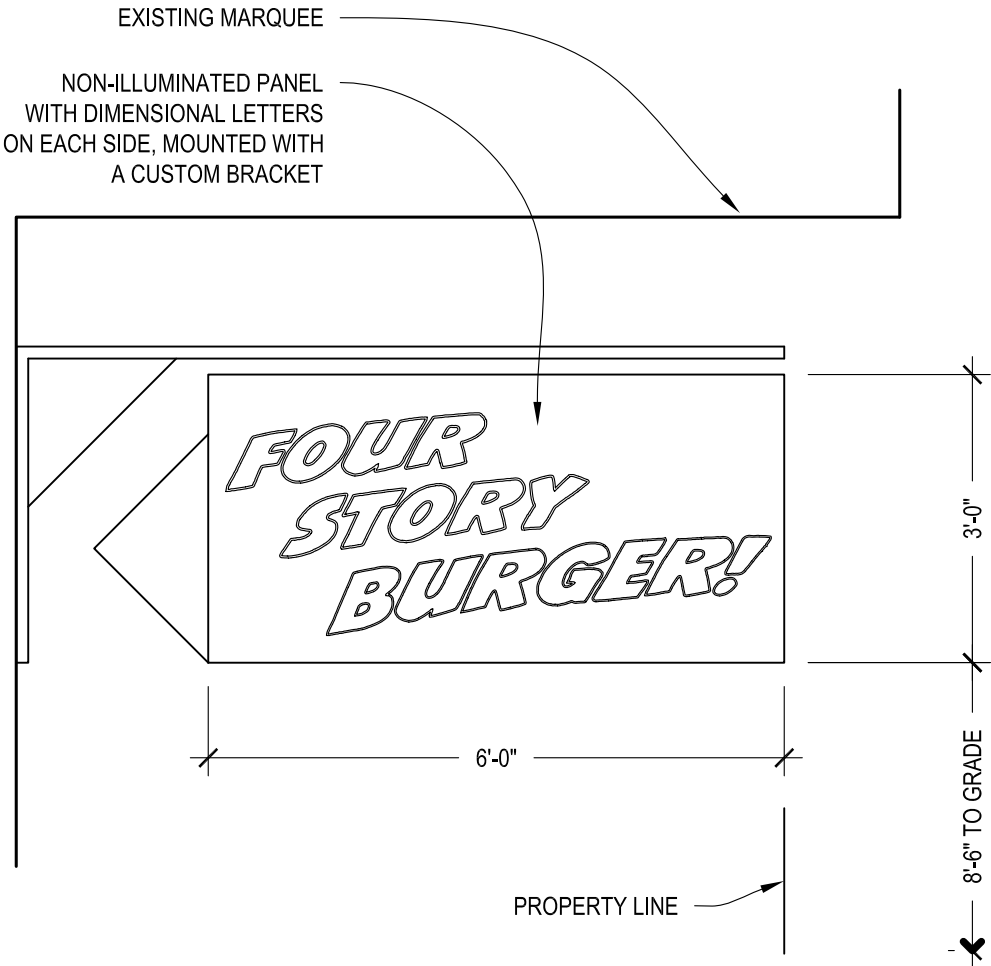
Seal:

Issue Date:	
SLIP AMENDMENT	3/6/2017

Sheet Title:

EXTERIOR
ELEVATIONS

Sheet Number:



NEW SIGN

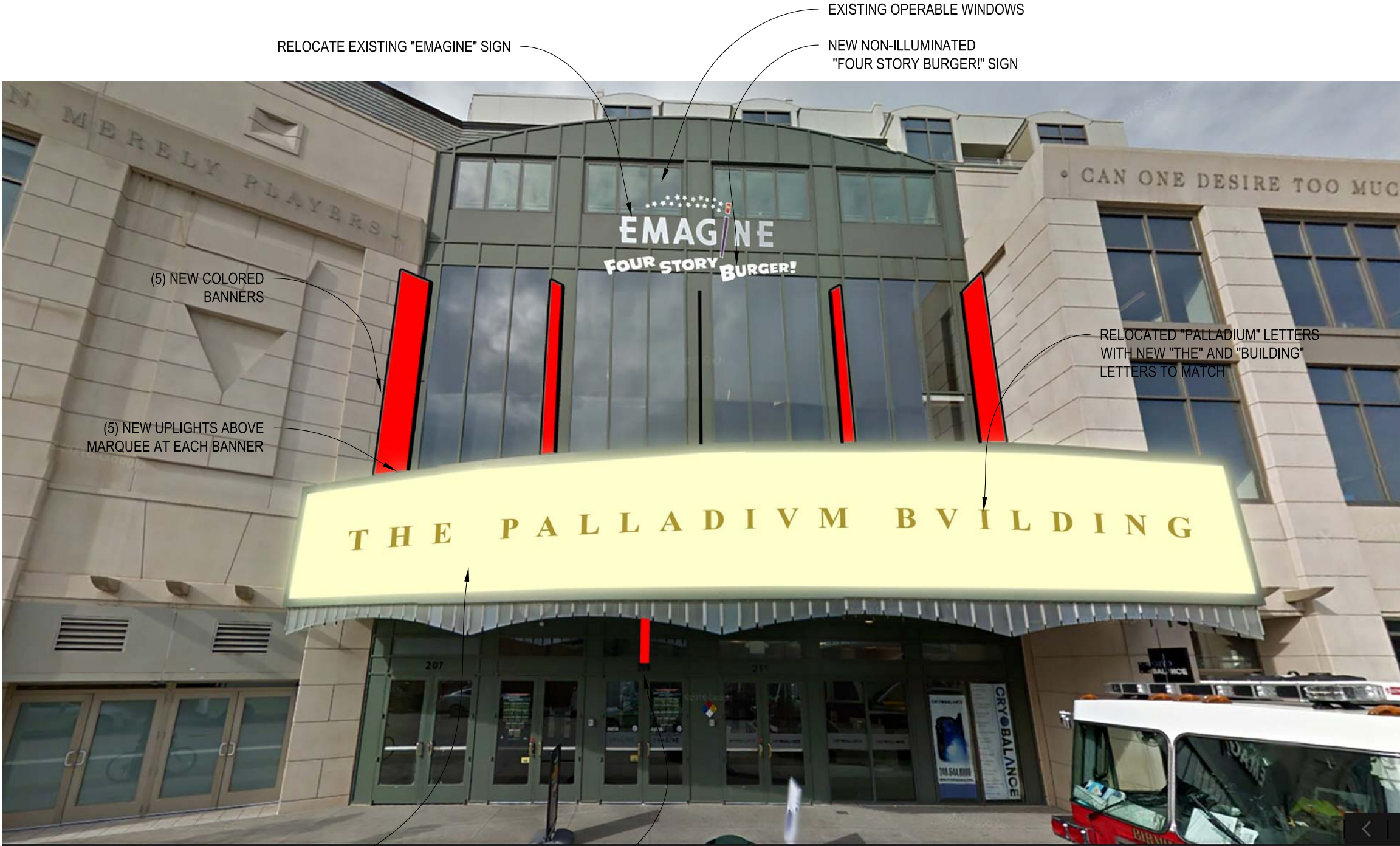
SCALE: 1/2"=1'-0"



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.

OVERALL FOURTH FLOOR PLAN
N.T.S.

PREVIOUS PLAN
SCALE: 1/8" = 1'-0"

FOURTH FLOOR PLAN
SCALE: 1/8" = 1'-0"



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

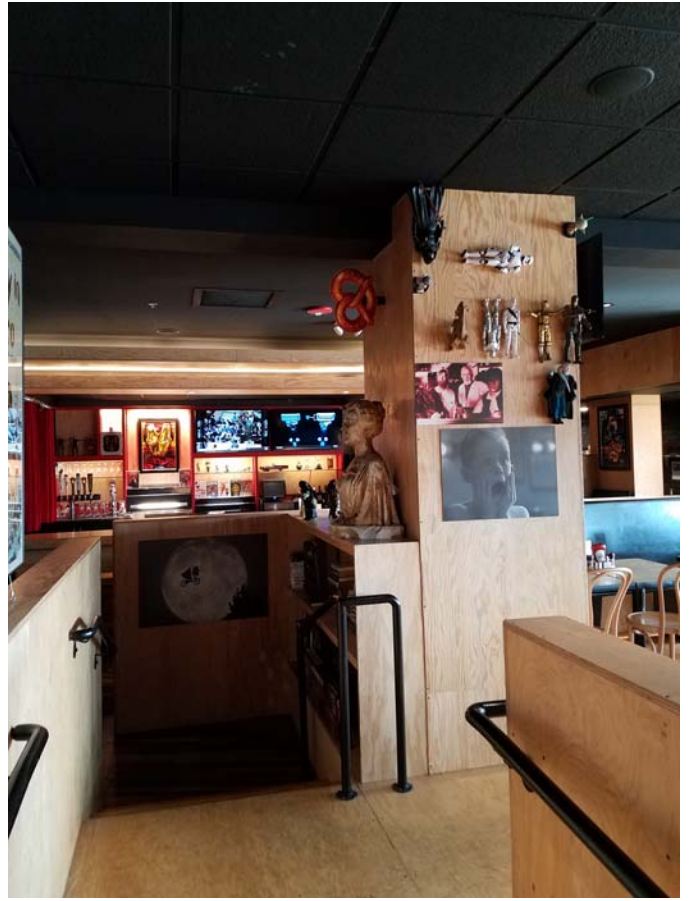
COCKTAILS

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

EXCERPT
BIRMINGHAM CITY COMMISSION MINUTES
APRIL 13, 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 Hoff Commissioner Sherman
Absent,	Commissioner DeWeese

VI. NEW BUSINESS

**04-95-17 PUBLIC HEARING – SLUP AMENDMENT AT 250 N. OLD
WOODWARD – EMAGINE PALLADIUM/FOUR STORY BURGER**

Mayor Nickita opened the public hearing at 7:59 PM.

City Planner Ecker provided background information:

- In December of 2016 the petitioner changed the business name and concept to Four Story Burger. The City's Zoning Ordinance requires approval from the City Commission for a name change.
- During the liquor license renewal hearings the City Commission set a public hearing for April 13, 2017 to consider terminating the Special Land Use Permit (SLUP).
- The petitioner submitted a complete application to the Planning Department seeking a SLUP amendment for the name change. There is no change in ownership.
- The Planning Board, on March 22, 2017, recommended approval of the SLUP amendment.
- No exterior signage is proposed at this time. The building owner would pursue any exterior changes separately.

Commissioner Sherman confirmed the City received a letter from Mr. Jon Goldstein, CH Birmingham, LLC, DBA Emagine Palladium, indicating that neither he nor Mr. Paul Glanz would be available to attend the public hearing. Commissioner Sherman stated the Commission had made it clear their attendance was necessary as the owners. He desired to postpone the public hearing because of Mr. Goldstein's and Mr. Glantz's absence.

Commissioner Bordman supported postponing the public hearing and stated her disappointment that the owners have been unable meet with the Commission on an item of such importance to them and to the City.

Mayor Pro Tem Harris questioned the business' ability to sell liquor and operate should the Commission postpone consideration of a SLUP Amendment. City Manager Valentine confirmed the business would continue to operate at status quo.

Mayor Nickita pointed out the owners have had three opportunities for a dialogue with the Commission on the issue of the SLUP violation and have consistently failed to appear.

Commissioner Hoff supported postponing the public hearing because it is an important issue, and she has questions for the owners. She felt the situation is more than a name change.

MOTION: Motion by Commissioner Sherman, seconded by Commissioner Bordman:
To postpone until May 8, 2017 the public hearing to consider an amendment to the Special Land Use Permit 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.

Patrick Howe, attorney representing CH Birmingham, LLC, was present and introduced the third owner of Emagine Palladium, Lauren Goldstein. Mr. Howe confirmed he and Ms. Goldstein are authorized to act on behalf of Mr. Goldstein and Mr. Glantz. He was unable to confirm whether they would be available on May 8, 2017.

Mrs. Goldstein confirmed she is one of three owners of the business. She admitted the name change in violation of the SLUP was done in the wrong way and in the wrong order and, with apology, stated her commitment to rectifying the situation.

Commissioner Hoff indicated she believes violation is very serious and wants to talk to the two main partners.

Commissioner Boutros said he would respect Ms. Goldstein's position as an owner, believes Mr. Goldstein's letter to the Commission expresses a sincere wish to correct the SLUP, and stated he does not support postponing the public hearing.

Mayor Pro Tem Harris remarked on the seriousness of the SLUP process and commented he believes the owners are sincere in their wish to address the situation. He stated he has no objection to holding the public hearing as scheduled and noted the Planning Board has recommended unanimously that the SLUP amendment be approved.

Commissioner Sherman was firm in his belief that Mr. Goldstein and Mr. Glantz are making the business decisions and that Ms. Goldstein is not involved in the day-to-day operation. He was in favor of postponing the public hearing so that Mr. Goldstein and Mr. Glantz could attend.

Commissioner Bordman expressed her belief that Mr. Howe, having represented the owners in the original request for the SLUP, should have known Commission approval was required for a name change.

Mr. Howe indicated he was not asked to assist with the name change. Ms. Goldstein confirmed Mr. Howe was not consulted until the City notified the owners they were in violation of the SLUP.

Mayor Nickita stated he does not recall another entity causing such complexity and having such inconsistent representation from the ownership team. He said he wants to know who is in charge and what is actually going on. Mr. Howe clarified that he was brought in two weeks ago to take over and finish the project. He reiterated he was not involved in the name change or in past discussion regarding the SLUP amendment.

Commissioner Bordman called the question.

VOTE: Yeas, 4
 Nays, 2 (Harris, Boutros)
 Absent, 1 (DeWeese)

The public hearing was postponed until May 8, 2017.

**04-96-17 PUBLIC HEARING – SLUP TERMINATION AT 250 N. WOODWARD
 – EMAGINE PALLADIUM/IRONWOOD GRILL**

Mayor Nickita opened the public hearing at 8:18 PM.

City Planner Ecker confirmed the Commission set the public hearing based on concerns over the SLUP violation and that the two public hearings are tied together

MOTION: Motion by Harris, seconded by Sherman:
To postpone until May 8, 2017, the public hearing to consider termination of the Special Land Use Permit at 250 N. Woodward – Emagine Palladium/Ironwood Grill.

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

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

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Mayor Pro Tem Andrew Harris called the meeting to order at 7:30 PM.

II. ROLL CALL

ROLL CALL: Present,	Mayor Pro Tem Harris Commissioner Bordman Commissioner Boutros Commissioner DeWeese Commissioner Hoff Commissioner Sherman
Absent,	Mayor Nickita

V. UNFINISHED BUSINESS

**05-122-17 PUBLIC HEARING – SLUP AMENDMENT AT 250 N. OLD
WOODWARD – EMAGINE PALLADIUM/FOUR STORY BURGER**

Mayor Pro Tem Harris re-opened the public hearing at 7:38 PM.

City Planner Ecker provided background information:

- In December of 2016 the petitioner changed the business name and concept to Four Story Burger. The City's Zoning Ordinance requires approval from the City Commission for a name change.
- During the liquor license renewal hearings the City Commission set a public hearing for April 13, 2017 to consider terminating the Special Land Use Permit (SLUP).
- The petitioner submitted a complete application to the Planning Department seeking a SLUP amendment for the name change. There is no change in ownership.
- The Planning Board, on March 22, 2017, recommended approval of the SLUP amendment.
- No exterior signage is proposed at this time. The building owner would pursue any exterior changes separately.
- 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.
- Mr. Goldstein is present tonight.

Commissioner Sherman:

- noted the Commission requested both primary owners to attend and, if they could not, to notify the City so the public hearing could be rescheduled;
- expressed concern that the applicants have not met the Commission's expectations, which have been made explicitly clear; and
- reminded the applicants that a SLUP is given and taken at the Commission's discretion.

City Manager Valentine:

- confirmed the applicant notified the City that only one of the two main managing partners would be able to attend. The public hearing had been set, and therefore any action would appropriately be made at the public hearing; and
- confirmed the Commission requested both applicants be present for the public hearing.

Commissioner Hoff, noting both Mr. Goldstein and Mr. Glantz were requested to attend the public hearing, said she was in favor of postponing further discussion until both were in attendance.

Commissioner Boutros expressed a preference to move forward with Mr. Goldstein present, but agreed the Commission requested both owners attend the public hearing.

Commissioner Bordman commented:

- the applicants have not given the kind of care toward city ordinances they should have given;
- she believes the breakdown has occurred due to the unfortunate impression given by the applicants that the City Commission does not deserve the respect it should receive; and
- she favors postponement of the public hearing until both Mr. Goldstein and Mr. Glantz can be present.

Commissioner DeWeese recalled both owners were requested to attend the public hearing, and because they did not comply he is in favor of postponing the public hearing until Mr. Goldstein and Mr. Glantz can both attend.

Mayor Pro Tem Harris said if the applicants complied with the instruction to notify the City if one of the owners could not attend, he was inclined to move forward.

Patrick Howe, attorney representing CH Birmingham, LLC, stated:

- He notified the City last Monday morning that Mr. Glantz could not attend;
- Mr. Glantz is not involved in the food and beverage operation or in the SLUP. Mr. Goldstein is the managing partner in charge of the SLUP change;
- Mr. Glantz and Mr. Goldstein were notified of the date. Last Monday morning Mr. Howe was made aware that Mr. Glantz could not attend, and the City Manager was subsequently notified; and
- Mr. Glantz is on a family vacation that was planned six months ago.

Mr. Goldstein:

- explained he does not have Mr. Glantz's calendar, and therefore cannot specify a date when both can attend; and
- confirmed he is available on June 26, 2017.

MOTION: Motion by Commissioner Bordman, seconded by Commissioner Sherman To postpone the public hearing on 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 until to June 26, 2017 to allow the parties ample time to arrange their schedules so that both Mr. Goldstein and Mr. Glantz may be present at the public hearing.

VOTE: Yeas, 4
 Nays, 2 (Boutros Harris)
 Absent, 1 (Nickita)

**05-123-17 PUBLIC HEARING – SLUP TERMINATION AT 250 N. WOODWARD
 – EMAGINE PALLADIUM/IRONWOOD GRILL**

Mayor Pro Tem Harris re-opened the public hearing at 8:02 PM.

Mr. Howe respectfully requested the applicants be allowed to continue the operation at 250 N. Woodward and indicated a desire to resolve the issue.

MOTION: Motion by Commissioner Hoff, seconded by Commissioner Bordman:
To postpone until June 26, 2017 the public hearing on termination of 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.

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

**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: June 15, 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 Glantz, owners, the public hearing was postponed to May 8, 2017.

Mr. Glantz was absent from the May 8, 2017 Commission meeting. The Commission voted to postpone the public hearing until June 26, 2017 to allow both Mr. Goldstein and Mr. Glantz ample time to arrange their schedules to be present at the public hearing. Mr. Goldstein confirmed he was available on June 26, 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, postponed to May 8, 2017, and subsequently postponed until June 26, 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.

EXCERPT
BIRMINGHAM CITY COMMISSION MINUTES
APRIL 13, 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 Hoff Commissioner Sherman
Absent,	Commissioner DeWeese

VI. NEW BUSINESS

**04-95-17 PUBLIC HEARING – SLUP AMENDMENT AT 250 N. OLD
WOODWARD – EMAGINE PALLADIUM/FOUR STORY BURGER**

Mayor Nickita opened the public hearing at 7:59 PM.

City Planner Ecker provided background information:

- In December of 2016 the petitioner changed the business name and concept to Four Story Burger. The City's Zoning Ordinance requires approval from the City Commission for a name change.
- During the liquor license renewal hearings the City Commission set a public hearing for April 13, 2017 to consider terminating the Special Land Use Permit (SLUP).
- The petitioner submitted a complete application to the Planning Department seeking a SLUP amendment for the name change. There is no change in ownership.
- The Planning Board, on March 22, 2017, recommended approval of the SLUP amendment.
- No exterior signage is proposed at this time. The building owner would pursue any exterior changes separately.

Commissioner Sherman confirmed the City received a letter from Mr. Jon Goldstein, CH Birmingham, LLC, DBA Emagine Palladium, indicating that neither he nor Mr. Paul Glanz would be available to attend the public hearing. Commissioner Sherman stated the Commission had made it clear their attendance was necessary as the owners. He desired to postpone the public hearing because of Mr. Goldstein's and Mr. Glantz's absence.

Commissioner Bordman supported postponing the public hearing and stated her disappointment that the owners have been unable meet with the Commission on an item of such importance to them and to the City.

Mayor Pro Tem Harris questioned the business' ability to sell liquor and operate should the Commission postpone consideration of a SLUP Amendment. City Manager Valentine confirmed the business would continue to operate at status quo.

Mayor Nickita pointed out the owners have had three opportunities for a dialogue with the Commission on the issue of the SLUP violation and have consistently failed to appear.

Commissioner Hoff supported postponing the public hearing because it is an important issue, and she has questions for the owners. She felt the situation is more than a name change.

MOTION: Motion by Commissioner Sherman, seconded by Commissioner Bordman:
To postpone until May 8, 2017 the public hearing to consider an amendment to the Special Land Use Permit 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.

Patrick Howe, attorney representing CH Birmingham, LLC, was present and introduced the third owner of Emagine Palladium, Lauren Goldstein. Mr. Howe confirmed he and Ms. Goldstein are authorized to act on behalf of Mr. Goldstein and Mr. Glantz. He was unable to confirm whether they would be available on May 8, 2017.

Mrs. Goldstein confirmed she is one of three owners of the business. She admitted the name change in violation of the SLUP was done in the wrong way and in the wrong order and, with apology, stated her commitment to rectifying the situation.

Commissioner Hoff indicated she believes violation is very serious and wants to talk to the two main partners.

Commissioner Boutros said he would respect Ms. Goldstein's position as an owner, believes Mr. Goldstein's letter to the Commission expresses a sincere wish to correct the SLUP, and stated he does not support postponing the public hearing.

Mayor Pro Tem Harris remarked on the seriousness of the SLUP process and commented he believes the owners are sincere in their wish to address the situation. He stated he has no objection to holding the public hearing as scheduled and noted the Planning Board has recommended unanimously that the SLUP amendment be approved.

Commissioner Sherman was firm in his belief that Mr. Goldstein and Mr. Glantz are making the business decisions and that Ms. Goldstein is not involved in the day-to-day operation. He was in favor of postponing the public hearing so that Mr. Goldstein and Mr. Glantz could attend.

Commissioner Bordman expressed her belief that Mr. Howe, having represented the owners in the original request for the SLUP, should have known Commission approval was required for a name change.

Mr. Howe indicated he was not asked to assist with the name change. Ms. Goldstein confirmed Mr. Howe was not consulted until the City notified the owners they were in violation of the SLUP.

Mayor Nickita stated he does not recall another entity causing such complexity and having such inconsistent representation from the ownership team. He said he wants to know who is in charge and what is actually going on. Mr. Howe clarified that he was brought in two weeks ago to take over and finish the project. He reiterated he was not involved in the name change or in past discussion regarding the SLUP amendment.

Commissioner Bordman called the question.

VOTE: Yeas, 4
 Nays, 2 (Harris, Boutros)
 Absent, 1 (DeWeese)

The public hearing was postponed until May 8, 2017.

**04-96-17 PUBLIC HEARING – SLUP TERMINATION AT 250 N. WOODWARD
 – EMAGINE PALLADIUM/IRONWOOD GRILL**

Mayor Nickita opened the public hearing at 8:18 PM.

City Planner Ecker confirmed the Commission set the public hearing based on concerns over the SLUP violation and that the two public hearings are tied together

MOTION: Motion by Harris, seconded by Sherman:
To postpone until May 8, 2017, the public hearing to consider termination of the Special Land Use Permit at 250 N. Woodward – Emagine Palladium/Ironwood Grill.

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

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

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Mayor Pro Tem Andrew Harris called the meeting to order at 7:30 PM.

II. ROLL CALL

ROLL CALL: Present,	Mayor Pro Tem Harris Commissioner Bordman Commissioner Boutros Commissioner DeWeese Commissioner Hoff Commissioner Sherman
Absent,	Mayor Nickita

V. UNFINISHED BUSINESS

**05-122-17 PUBLIC HEARING – SLUP AMENDMENT AT 250 N. OLD
WOODWARD – EMAGINE PALLADIUM/FOUR STORY BURGER**

Mayor Pro Tem Harris re-opened the public hearing at 7:38 PM.

City Planner Ecker provided background information:

- In December of 2016 the petitioner changed the business name and concept to Four Story Burger. The City's Zoning Ordinance requires approval from the City Commission for a name change.
- During the liquor license renewal hearings the City Commission set a public hearing for April 13, 2017 to consider terminating the Special Land Use Permit (SLUP).
- The petitioner submitted a complete application to the Planning Department seeking a SLUP amendment for the name change. There is no change in ownership.
- The Planning Board, on March 22, 2017, recommended approval of the SLUP amendment.
- No exterior signage is proposed at this time. The building owner would pursue any exterior changes separately.
- 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.
- Mr. Goldstein is present tonight.

Commissioner Sherman:

- noted the Commission requested both primary owners to attend and, if they could not, to notify the City so the public hearing could be rescheduled;
- expressed concern that the applicants have not met the Commission's expectations, which have been made explicitly clear; and
- reminded the applicants that a SLUP is given and taken at the Commission's discretion.

City Manager Valentine:

- confirmed the applicant notified the City that only one of the two main managing partners would be able to attend. The public hearing had been set, and therefore any action would appropriately be made at the public hearing; and
- confirmed the Commission requested both applicants be present for the public hearing.

Commissioner Hoff, noting both Mr. Goldstein and Mr. Glantz were requested to attend the public hearing, said she was in favor of postponing further discussion until both were in attendance.

Commissioner Boutros expressed a preference to move forward with Mr. Goldstein present, but agreed the Commission requested both owners attend the public hearing.

Commissioner Bordman commented:

- the applicants have not given the kind of care toward city ordinances they should have given;
- she believes the breakdown has occurred due to the unfortunate impression given by the applicants that the City Commission does not deserve the respect it should receive; and
- she favors postponement of the public hearing until both Mr. Goldstein and Mr. Glantz can be present.

Commissioner DeWeese recalled both owners were requested to attend the public hearing, and because they did not comply he is in favor of postponing the public hearing until Mr. Goldstein and Mr. Glantz can both attend.

Mayor Pro Tem Harris said if the applicants complied with the instruction to notify the City if one of the owners could not attend, he was inclined to move forward.

Patrick Howe, attorney representing CH Birmingham, LLC, stated:

- He notified the City last Monday morning that Mr. Glantz could not attend;
- Mr. Glantz is not involved in the food and beverage operation or in the SLUP. Mr. Goldstein is the managing partner in charge of the SLUP change;
- Mr. Glantz and Mr. Goldstein were notified of the date. Last Monday morning Mr. Howe was made aware that Mr. Glantz could not attend, and the City Manager was subsequently notified; and
- Mr. Glantz is on a family vacation that was planned six months ago.

Mr. Goldstein:

- explained he does not have Mr. Glantz's calendar, and therefore cannot specify a date when both can attend; and
- confirmed he is available on June 26, 2017.

MOTION: Motion by Commissioner Bordman, seconded by Commissioner Sherman To postpone the public hearing on 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 until to June 26, 2017 to allow the parties ample time to arrange their schedules so that both Mr. Goldstein and Mr. Glantz may be present at the public hearing.

VOTE: Yeas, 4
 Nays, 2 (Boutros Harris)
 Absent, 1 (Nickita)

**05-123-17 PUBLIC HEARING – SLUP TERMINATION AT 250 N. WOODWARD
 – EMAGINE PALLADIUM/IRONWOOD GRILL**

Mayor Pro Tem Harris re-opened the public hearing at 8:02 PM.

Mr. Howe respectfully requested the applicants be allowed to continue the operation at 250 N. Woodward and indicated a desire to resolve the issue.

MOTION: Motion by Commissioner Hoff, seconded by Commissioner Bordman:
To postpone until June 26, 2017 the public hearing on termination of 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.

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



MEMORANDUM

Planning Division

DATE: June 20, 2017

TO: Joseph A. Valentine, City Manager

FROM: Jana Ecker, Planning Director

SUBJECT: Russell Thayer Application to Donate Wind Rapids

On February 15, 2017, the Public Arts Board ("PAB") reviewed all of the public art pieces currently on display throughout the City, and reviewed the loan agreements. It was determined that several loan agreements had expired, and thus the PAB directed staff to notify the artists/agents and request 5 year addendums to extend the loan agreements, provide the option to donate the artwork to the City, or to notify the artist/agent of the City's request for termination of the contract and thus removal of the sculpture. The PAB reviewed each of the on loan art pieces and determined whether to terminate the agreements, or to maintain the display of the artwork on public property.

Of the ten sculpture loans under the program, Russell Thayer's sculpture Wind Rapids was one that the Public Arts Board wished to keep on display. Accordingly, Russell Thayer (artist) was provided the option to either extend the duration of the loan by 5 years by signing an addendum to his existing contract or to consider filling out an application to donate the sculpture permanently to the City.

On March 29, 2017, the City received an application from Mr. Thayer proposing to donate Wind Rapids. The application is attached for your review. The subject sculpture is 72" tall, with three legs supporting a flow of horizontal aluminum waves. The piece is currently located in the Pierce Street Parking Structure plaza along Merrill Street. The artist has indicated that no additional footing/foundation requirements are necessary and that the sculpture will require cleaning and sealing eventually. The artist has also indicated that the value of the sculpture has increased from \$9,500 (2005 assessment) to \$11,000. The Birmingham Bloomfield Cultural Council ("BBCC") insures the sculpture at a \$140 annual premium. Should the sculpture be accepted as a donation, the City would cover the annual insurance premium and be responsible for future cleaning and maintenance of the artwork.

The application was routed to the BBCC and all relevant City departments to identify any potential concerns with the proposed donations. No concerns were noted. On April 19, 2017, the PAB reviewed Mr. Thayer's application to donate Wind Rapids to the City, and voted unanimously to recommend approval of the donation to the City Commission. Please see attached minutes.

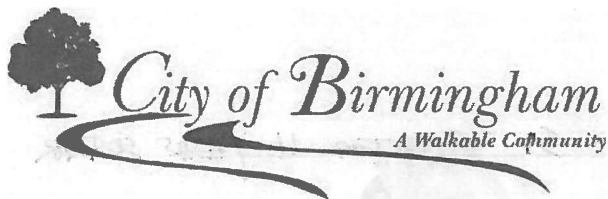
On June 12, 2017, the City Commission considered Mr. Thayer's application to donate Wind Rapids to the City. After noting Mr. Thayer's comments on the application regarding the appropriateness of the existing location at Pierce and Henrietta, the City Commission directed

staff to contact Mr. Thayer and have him verify in writing his understanding that the sculpture may be relocated in the future. Further, the City Commission directed staff to modify the Art in Public Spaces application to add the disclaimer that once sculptures become City property, the City has the right to relocate and / or remove sculptures from public display.

Please see attached correspondence from Mr. Thayer acknowledging his understanding of the rights of the City to relocate the sculpture in the future once the donation has been accepted and the sculpture becomes the property of the City. The Art in Public Spaces application has also been amended to add the disclaimer noted above.

SUGGESTED ACTION:

To approve the donation of Wind Rapids by Russell Thayer to the City of Birmingham and to direct staff to insure this sculpture on the City's existing insurance policy.



Cultural Council of Birmingham Bloomfield
P.O. Box 465 Birmingham, MI. 48012

APPLICATION FOR ART IN PUBLIC SPACES

RUSSELL THAYER
APPLICANT NAME

248 539 0280 r.thayer@umich.edu
DAYTIME PHONE EMAIL

SELF
DONOR, OWNER, OR AGENT (DEALER)

RUSSELL THAYER
ARTIST (first and last) or PROJECT NAME

WINDS RAPIDS
TITLE

2000 ALUMINUM BOLTED
DATE OF ARTWORK MEDIUM/TECHNIQUE

PROPOSED ☒ DONATION ☐ LOAN

DESCRIPTION OF ARTWORK

POST & LINTEL FORM OF I-BEAM LIKE
FORMS

72" 62" 6'0" c. 150 lbs.
HEIGHT x WIDTH x LENGTH/DEPTH WEIGHT

METAL SCULPTURE
OBJECT TYPE(S)/MATERIAL (i.e., metal, glass, stone, etc.)

WIND (STABLE - BOLTED TO CONC. 3 PLACES)
DESIGN LOADS (i.e., wind, and dead loads)

INSCRIPTION/FOUNDRY MARKS (if multiple, please include edition number)

IN PARK NEAR MERRIL & PIERCE - CITY PROPERTY
PRESENT LOCATION OF ARTWORK (where is the work of art?)

VERY GOOD
CONDITION

CLEANING & SEALING EVENTUALLY
MAINTENANCE REQUIRED (long term care/annual)

\$ 11,000
VALUE ☐ APPRAISED ☒ OWNER'S STATED VALUE

ALREADY MOUNTED - GOOD FOR 11 YEARS SO FAR
FOOTING/FOUNDATION REQUIREMENTS

NARRATIVE/RATIONALE FOR GIFT/LOAN/TEMPORARY INSTALLATION

IT IS IN A BEAUTIFUL SPOT - JUST THE RIGHT SCALE
FOR THE SPACE. NICELY LANDSCAPED. INCREASED ITS BEAUTY
FOR ME!

David Thayer 3/29/2017
SIGNATURE DATE

***Submit application together with **prints or digital images of artwork,**
foundation plans, completed Outdoor Sculpture Agreement (if temporary
sculpture), and a vitae or resume of the artist to:

City of Birmingham
Attn: City Clerk - c/o Public Arts Board
151 Martin St.
P.O. Box 3001
Birmingham, MI 48012

PAB Action (Office use only)

Date Received: 3/29/2017

Presented for Public Arts Board discussion: 4/19/2017

Board Action: ☒ Recommended for approval ☐ Not recommended for approval

Insurance: ☐ Provided by CCBB ☒ Provided by City ☐ Other

Recommendation(s)/Action Taken CC approve application to donate to City

Routing and dates approved (Office use only):

Y N
☒ ☐ Planning 3/29/2017
☒ ☐ Engineering 5/17/2017
☒ ☐ Public Safety (Police/Fire) 4/12/2017
☒ ☐ Parks and Recreation 5/17/2017
☒ ☐ Approved by CCBB 4/13/2017
☐ ☐ Approved by City Commission

Y N
☒ ☐ Building 5/17/2017
☐ ☐ Other
☐ ☐ Other

Site Location Picnic St. Parking Structure Plaza

(If artwork is to be permanently donated, the City of Birmingham may provide required insurance.
If artwork is to be on temporary loan, the CCBB may provide required insurance.)

“Wind Rapids”



Artist:	Russell Thayer
Installed By:	Russell Thayer
Year Installed:	2006
Location:	Pierce Street Parking Structure Plaza
Donor:	Russell Thayer
Year Donated:	2005
Ownership:	Temporary
CityScapes:	Yes
Insured by:	CityScapes/CCBB

**Public Arts Board Minutes
April 19, 2017**

D) New Business

Russell Thayer Application to Donate Sculpture *Wind Rapids*

Mr. Campbell reported that Russell Thayer had responded to the letter that was sent to him regarding the status of his contract and the Board's desire to keep his sculpture on display. Mr. Thayer submitted an application to donate the existing loaned sculpture "Wind Rapids" to the City. Ms. Heller added that the *sculpture* is one of four **loaned** sculptures ~~in the City's long range plan that the Board had requested to~~ **on the Board's wish list to be** purchased. The application has been routed to all necessary City departments for review.

Motion by Anne Ritchie, seconded by Linda Wells to recommend that City Commission approve Russell Thayer's application to donate the sculpture *Wind Rapids* to the City at its current location.

Yeas: 6 Nays: 0

The motion carried.



Jana Ecker <jecker@bhamgov.org>

Fwd: Wind Rapids - City Commission approval

1 message

Sean Campbell <scampbell@bhamgov.org>
To: Jana Ecker <Jecker@bhamgov.org>

Tue, Jun 20, 2017 at 1:33 PM

----- Forwarded message -----

From: **Russell Thayer** <rthayer@umich.edu>
Date: Tuesday, June 20, 2017
Subject: Wind Rapids - City Commission approval
To: Sean Campbell <scampbell@bhamgov.org>

Sean,

Of course I accept that the City can place this sculpture anywhere. I particularly like this spot because of the scale of both the park and the sculpture, and the beautiful plantings that enhance the piece. There are other wonderful sites in the City, too! Your choice, of course.

Thanks for your help, Sean.

On Tue, Jun 20, 2017 at 1:21 PM, Sean Campbell <scampbell@bhamgov.org> wrote:

Hi Russell,

Last week the City Commission postponed approval of Wind Rapids. They would like to have you confirm in writing that you understand that once the sculpture has been accepted by the City, the City will have the authority to relocate the sculpture as needed. You can indicate this in an email, in a digital word document, or a physical letter in person. Whichever you prefer.

At this time, the City is pleased with its current location at Pierce and Merrill, and has no immediate plans to relocate it. We can bring this back to the City Commission next Monday (6/26) so long as you reply to this email before the end of this week.

Lastly, once the sculpture is approved by the City Commission, Laurie Tennent can forward you the \$1,000 honorarium.

Thank you for your patience,

--

Sean Campbell
Assistant Planner
City of Birmingham
(248) 530-1855

--

Sean Campbell
Assistant Planner
City of Birmingham
(248) 530-1855



MEMORANDUM

City Clerk's Office

DATE: June 20, 2017

TO: Joseph A. Valentine, City Manager

FROM: J. Cherilynn Brown, City Clerk

SUBJECT: Revised 2018 City Commission Meeting Schedule

Attached is the revised 2018 City Commission meeting schedule, reflecting the changes requested at the June 12, 2017 City Commission meeting.

There were two discrepancies between the list version of the meeting schedule and the calendar pages submitted to the Commission at the June 12th meeting:

Long Range Planning Session
List - Saturday, January 27

Calendar - Saturday, January 20

Budget Public Hearing
List - Saturday, April 28

Calendar - Saturday, April 21

In both cases, the dates on the list are more suitable in order to avoid a Saturday meeting followed immediately by a Monday meeting. The revised calendar pages show January 27 for the Long Range Planning Session and April 28 for the Budget Public Hearing.

The City Charter requires the Commission to meet regularly and "not less than twice a month". Typically City Commission meetings are scheduled on the second and fourth Mondays of each month. However, we have a policy of not scheduling City meetings on religious holidays, so accommodations have been made in the 2018 schedule.

Once approved, the 2018 meeting schedule will be published in the City calendar, on the City webpage, and posted in the Municipal Building.

SUGGESTED RESOLUTION:

To approve the Birmingham City Commission 2018 Meeting Schedule as follows:

MONTH	DAY	MEETING	LOCATION
January	8	Regular Meeting	Municipal Building
	22	Regular Meeting	Municipal Building
	27 (Sat)	Long Range Planning Session	8:30 AM Municipal Building
February	12	Regular Meeting	Municipal Building
	26	Regular Meeting	Municipal Building
March	12	Regular Meeting	Municipal Building
	26	Regular Meeting	Municipal Building
April	9	Regular Meeting	Municipal Building
	23	Regular Meeting	Municipal Building
	28 (Sat)	Budget Hearing	8:30 AM Municipal Building

May	14 24 (Thurs)	Regular Meeting Regular Meeting	Municipal Building Municipal Building
June	4 18 25	Regular Meeting Planning Board Workshop Regular Meeting	Municipal Building DPS Facility Municipal Building
July	9 23	Regular Meeting Regular Meeting	Municipal Building Municipal Building
August	13 27	Regular Meeting Regular Meeting	Municipal Building Municipal Building
September	6 (Thurs) 17	Regular Meeting Regular Meeting	Municipal Building Municipal Building
October	8 15 29	Regular Meeting Planning Board Workshop Regular Meeting	Municipal Building DPS Facility Municipal Building
November	12 19	Regular Meeting Regular Meeting	Municipal Building Municipal Building
December	3 10	Regular Meeting Regular Meeting	Municipal Building Municipal Building

NOTE: City Commission meetings will be held at 7:30 PM in room 205 of the Municipal Building, 151 Martin. City Commission/Planning Board workshops will be held at 7:30 PM at the DPS Facility, 851 South Eton.



BIRMINGHAM CITY COMMISSION 2018 MEETING SCHEDULE 2nd DRAFT

MONTH	DAY	MEETING	LOCATION
January	8	Regular Meeting	Municipal Building
	22	Regular Meeting	Municipal Building
	27 (Sat)	Long Range Planning Session	8:30 AM Municipal Building
February	12	Regular Meeting	Municipal Building
	26	Regular Meeting	Municipal Building
March	12	Regular Meeting	Municipal Building
	26	Regular Meeting	Municipal Building
April	9	Regular Meeting	Municipal Building
	23	Regular Meeting	Municipal Building
	28 (Sat)	Budget Hearing	8:30 AM Municipal Building
May	14	Regular Meeting	Municipal Building
	24 (Thurs)	Regular Meeting	Municipal Building
June	4	Regular Meeting	Municipal Building
	18	Planning Board Workshop Session	DPS Facility
	25	Regular Meeting	Municipal Building
July	9	Regular Meeting	Municipal Building
	23	Regular Meeting	Municipal Building
August	13	Regular Meeting	Municipal Building
	27	Regular Meeting	Municipal Building
September	6 (Thurs)	Regular Meeting	Municipal Building
	17	Regular Meeting	Municipal Building
October	8	Regular Meeting	Municipal Building
	15	Planning Board Workshop Session	DPS Facility
	29	Regular Meeting	Municipal Building
November	12	Regular Meeting	Municipal Building
	19	Regular Meeting	Municipal Building
December	3	Regular Meeting	Municipal Building
	10	Regular Meeting	Municipal Building

- All meetings are scheduled to begin at 7:30 PM unless otherwise noted.
- Approved minutes of the City Commission meetings are available in the City Clerk's Office and on the City website at www.bhamgov.org.
- Location Addresses:
 - Municipal Building, 151 Martin, Birmingham, MI 48009
 - DPS Facility, 851 S. Eton, Birmingham, MI 48009

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

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

Sun	Mon	Tue	Wed	Thu	Fri	Sat
31 New Year's Day OFFICES CLOSED	1	2	3	4	5	6
7 7:30pm - CC MTG	8	9	10	11	12	13
14 Martin Luther King	15	16	17	18	19	20
21 7:30pm - CC MTG	22	23	24	25	26	27 8:30am - Long Range Planning
28	29	30 Tu Bishvat	31	1	2	3

Sun	Mon	Tue	Wed	Thu	Fri	Sat
28	29	30	31 Tu Bishvat	1	2	3
4	5	6	7	8	9	10
11	12 7:30pm - CC MTG	13	14 Valentine's Day	15	16	17
18	19 Presidents' Day	20	21	22	23	24
25	26 7:30pm - CC MTG	27	28 Ta'anit Esther (Fast)	1 Purim (Tel Aviv)	2 Shushan Purim	3

Sun	Mon	Tue	Wed	Thu	Fri	Sat
25	26	27	28	1	2	3
	7:30pm - CC MTG		Ta'anit Esther (Fast)	Purim (Tel Aviv)	Shushan Purim	
4	5	6	7	8	9	10
11	12	13	14	15	16	17
Daylight Saving	7:30pm - CC MTG					
18	19	20	21	22	23	24
25	26	27	28	29	30	31
	7:30pm - CC MTG				OFFICES CLOSED	Pesach I (First day)

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1 Easter Sunday Pesach II (Passover)	2 Pesach III	3 Pesach IV	4 Pesach V (Passover)	5 Pesach VI	6 Pesach VII (Last day)	7
8 7:30pm - CC MTG	9	10	11 Yom	12	13 Thomas Jefferson's	14
15	16	17	18 Yom HaZikaron	19 Yom HaAtzmaut	20	21
22 7:30pm - CC MTG	23	24	25	26	27	28 8:30am - BUDGET PUBLIC HEARING
29	30	1	2	3 Lag B'Omer	4	5

Sun	Mon	Tue	Wed	Thu	Fri	Sat
29	30	1	2	3 Lag B'Omer	4	5
6	7	8	9	10	11	12
13 Mother's Day Yom Yerushalayim	14 7:30pm - CC MTG	15	16	17	18	19
20 Shavuot (Pentecost)	21 SHAVUOT some calendars)	22	23	24 7:30pm - CC MTG	25	26
27	28 Memorial Day OFFICES CLOSED	29	30	31	1	2

Sun	Mon	Tue	Wed	Thu	Fri	Sat
27	28	29	30	31	1	2
	<div>Memorial Day</div> <div>OFFICES CLOSED</div>					
3	4	5	6	7	8	9
	7:30pm - CC MTG					
10	11	12	13	14	15	16
17	18	19	20	21	22	23
<div>Father's Day</div>	7:30pm - CC/PB WORKSHOP					
24	25	26	27	28	29	30
	7:30pm - CC MTG					<div>Fast of Shiva Asar</div>

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4 Independence Day OFFICES CLOSED	5	6	7
8 7:30pm - CC MTG	9	10	11	12	13	14
15	16	17	18	19	20	21
22 Tisha B'Av	23 7:30pm - CC MTG	24	25	26	27	28
29	30	31	1	2	3	4

Sun	Mon	Tue	Wed	Thu	Fri	Sat
29	30	31	1	2	3	4
5	6	7 PRIMARY	8	9	10	11
12	13 7:30pm - CC MTG	14	15	16	17	18
19	20	21	22	23	24	25
26	27 7:30pm - CC MTG	28	29	30	31	1

Sun	Mon	Tue	Wed	Thu	Fri	Sat
26	27	28	29	30	31	1
	7:30pm - CC MTG					
2	3	4	5	6	7	8
	Labor Day OFFICES CLOSED			7:30pm - CC MTG		
9	10	11	12	13	14	15
	Rosh Hashana (New)	Rosh Hashana II	Tzom Gedaliah			
16	17	18	19	20	21	22
	7:30pm - CC MTG		Yom Kippur			
23	24	25	26	27	28	29
	Sukkot I	Sukkot II	Sukkot III	Sukkot IV	Sukkot V	Sukkot VI
30	1	2	3	4	5	6
Sukkot	Shmini					

Sun	Mon	Tue	Wed	Thu	Fri	Sat
30 Sukkot	1 Shmini	2	3	4	5	6
7	8 Columbus Day 7:30pm - CC MTG	9	10	11	12	13
14 7:30pm - CC/PB WORKSHOP	15	16	17	18	19	20
21	22	23	24	25	26	27
28 7:30pm - CC MTG	29	30	31 Halloween	1	2	3

Sun	Mon	Tue	Wed	Thu	Fri	Sat
28	29	30	31	1	2	3
	7:30pm - CC MTG		Halloween			
4	5	6	7	8	9	10
Daylight Saving		GENERAL				
11	12	13	14	15	16	17
Veterans Day	Veterans Day 7:30pm - CC MTG					
18	19	20	21	22	23	24
	7:30pm - CC MTG			OFFICES CLOSED Thanksgiving Day		
25	26	27	28	29	30	1

Sun	Mon	Tue	Wed	Thu	Fri	Sat
25	26	27	28	29	30	1
2	3 Hanukkah I (Holiday) 7:30pm - CC MTG	4 Hanukkah II	5 Hanukkah III	6 Hanukkah IV	7 Hanukkah V	8 Hanukkah VI/Rosh
9 Hanukkah VII	10 Hanukkah VIII 7:30pm - CC MTG	11	12	13	14	15
16	17	18 Asarah B'Tevet	19	20	21	22
23	24 OFFICES CLOSED Christmas Eve	25 Christmas Day	26	27	28	29
30	31 OFFICES CLOSED New Year's Eve	1	2	3	4	5



MEMORANDUM

Department of Public Services

DATE: June 19, 2017

TO: Joseph A. Valentine, City Manager

FROM: Lauren A. Wood, Director of Public Services

SUBJECT: Trail Improvement Project-Lower Baldwin Park

Background:

Over the past several months, DPS has been looking to improve connectivity to the trail system at Lower Baldwin Park. Currently there is no trail in place through the grass at this park to connect the trail entry with the sidewalk along Maple Rd. Funds have been budgeted this fiscal year in the amount of \$25,000 for this improvement.

July 5, 2016: It was proposed by staff to the Parks and Recreation Board to connect the sidewalk to the trail using a porous pave system, beginning at the easterly edge, where there is a sidewalk approach coming in off Maple, across from Baldwin Rd. The Parks and Recreation Board approved and recommended the project to the City Commission for approval.

July 25, 2016: At the City Commission meeting, the project was not approved and it was referred back to the Parks and Recreation Board for options. To summarize, concerns and questions included the following:

- Was consideration given to improving the trail connectivity for crossing Maple at Baldwin Road?
- Was the path location appropriate, do people walk there, i.e. foot pattern? Should the path start in along Maple from the East or West?
- Consistency with material choice and uniformity with existing trail system.
- Durability, Cost, Maintenance and ADA accessibility should be considered.

August 9, 2016: The Parks and Recreation Board reviewed concerns of the City Commission and advised staff on addressing the concerns and questions.

March 7, 2017: The Parks and Recreation Board reviewed a Trail Connection Location report from the Community Development Department regarding the final best location for the trail connection at this point. The Planning Department's report considered several options for pedestrians crossing Maple Road, including their recommendation of an at-grade pedestrian crossing island on Maple Rd, just west of Baldwin Road, west of the Bridge.

Additionally, because of the recommendation of a crossing west of Baldwin, and a closer look at where foot traffic was located through Lower Baldwin Park, DPS staff recommended that the proposed trail connection at Lower Baldwin Park to connect the sidewalk along Maple to the chip trail be changed. Instead of the original proposal of coming in from the east, across from Baldwin Road, staff suggested the location be changed to a westerly connection.

It was moved by Lilly Stotland, seconded by Bill Wiebrecht to endorse and support the Planning Department recommendation for an at-grade pedestrian crossing on W. Maple Road just west of Baldwin Road. Further, to support pursuing the trail connection south of Maple Road from the sidewalk to the bridge at Lower Baldwin modifying the original July 12, 2016 staff proposal to a westerly connection.

May 2, 2017: The Parks and Recreation Board endorsed the proposed new trail connection location and material combination selection on the basis of available costs which are not expected to exceed the budgeted amount. DPS recommended porous pave to be installed on either side of the footbridge over the river, as you enter the existing wood chip trail due to continuous washout in this area, approximately 5 ft. x 50 ft. of porous pave to the North of the footbridge and 5 ft. x 10 ft. to the South of the footbridge. For the remaining proposed section of new trail, approximately 5 ft. x 132 ft., the material would be crushed limestone, the same material used in other parts of the trail system that have been developed, such as Booth Park and Quarton Lake.



Material Selection:

Our City-wide trail system consists of 3 different types of materials.

- 1) Wood chips. The trail system originated with chips installed prior to ADA regulations on accessibility. The chips used are not considered accessible. Pros: Inexpensive-come from chipped up brush and tree removals done by Hart, natural feel, walking and running path, some bikes. Cons: Not considered ADA accessible, On-going maintenance-add chips every year, heavy rains will move material causing washouts, can be difficult for strollers



- 2) Crushed Limestone: Quarton Lake Development project added new trails that are ADA accessible. Booth Park Development added crushed stone pathway up to the existing trail system through the woods. Pros: ADA accessible, easy to navigate strollers, natural feel. Cons: Heavy rains will move material causing washouts. Maintenance: Adding additional material as needed, spraying weeds.



- 3) Porous Pave: Installed in one location along the trail system in 2013. Weather dependent, this area floods consistently. Wood chips would wash away, leaving mud, difficult to walk through. Porous pave stays in place, water rises above, yet when it recedes the path is still in place and is walkable. Pros: ADA accessible, stroller ease, low maintenance, Eco friendly- allows water to drain through, stays in place (poured like concrete), no wash outs. Cons: More costly up front, periodic maintenance required.



For any new installation, we recommend using ADA accessible materials. To be consistent with what currently exists, keeping in mind ADA compliance; this narrows our options to either the Crushed Limestone or Porous Pave.

There is a washout area on either side of the footbridge. Staff must repeatedly install woodchips in this area. See pictures below. For this reason, we recommend using approximately 60' of porous pave material.



Chips washed away



Chips replaced



Before, exposed roots from washout



After, wood chips added

For the remainder of the trail, between the proposed porous material, up to Maple Rd sidewalk, we recommend using Crushed Limestone, consistent with the material at the Quarton Lake trail, just North of Maple. This combination of materials will minimize maintenance and maintain durability, yet have a natural feel as you enter the trail system off of the Maple sidewalk, consistent with the trail to the North of Maple Rd.

A quote was obtained through X-Tier Design and Build Landscape, the approved installer of the Porous Paver product in this area. No other quotes were obtained for this project based on X-Tier Design being the sole source provider and installer of the specified Porous Pave product. X-Tier Design and Build would also complete the crushed limestone portion of the project. The total project cost for the Porous Paver and Crushed Limestone path is \$17,585.00. Funds have been budgeted for this project in the 2016-2017 budget in the account #101-751.000-811.0000, Parks Other Contractual Services.

If approved by the City Commission on June 26, 2017 to earmark the fiscal year budget dollars for this work; it will only proceed contingent upon the Maple Road at-grade pedestrian crossing island approval which coincides with this trail extension. The Planning and Engineering Departments are coordinating a Maple Road pedestrian crossing plan (see the attached sketch which illustrates the plan for this pedestrian crosswalk) to improve trail connectivity from the proposed new trail addition at Lower Baldwin Park to Waterfall Park at Quarton Lake. The Maple Road crossing plan will be presented at a subsequent meeting.

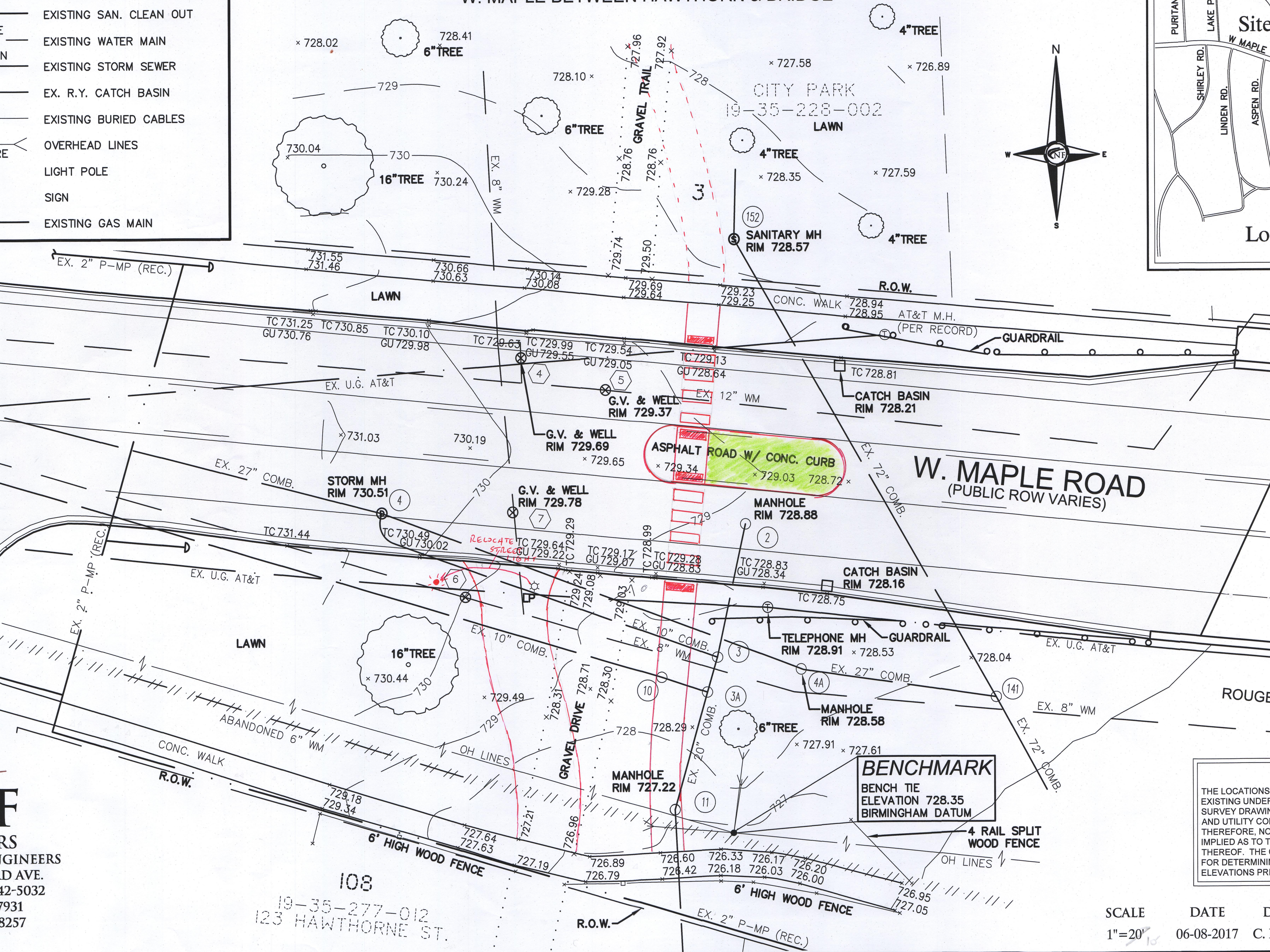
SUGGESTED RESOLUTION:

To approve the Lower Baldwin Trail Extension project to X-Tier Design and Build Landscape in the amount of \$17,585.00. Further, to waive the normal bidding requirements due to X Tier Design and Build Landscape being the sole source installer of this product. Funds are available in the Parks - Other Contractual Services #101-751.000-811.0000 for these services. Further, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City upon receipt of required insurances and contingent upon the approval of the Maple Road at-grade pedestrian crossing island on Maple Road, just west of Baldwin Road, west of the Bridge.

W. MAPLE X-WALK SURVEY

W. MAPLE BETWEEN HAWTHORN & BRIDGE

- EXISTING SANITARY SEWER
- EXISTING SAN. CLEAN OUT
- EXISTING WATER MAIN
- EXISTING STORM SEWER
- EX. R.Y. CATCH BASIN
- EXISTING BURIED CABLES
- OVERHEAD LINES
- LIGHT POLE
- SIGN
- EXISTING GAS MAIN



THE LOCATIONS
EXISTING UNDER
SURVEY DRAWING
AND UTILITY CO
THEREFORE, NO
IMPLIED AS TO T
THEREOF. THE
FOR DETERMINI
ELEVATIONS PRI

SCALE
1"=20'

DATE
06-08-2017

NOTICE OF PUBLIC HEARINGS
BIRMINGHAM CITY COMMISSION
PUBLIC HEARING OF NECESSITY
PUBLIC HEARING OF CONFIRMATION

Meeting Date, Time, Location:	HEARING OF NECESSITY FOR SPECIAL ASSESSMENT DISTRICT Monday, June 12, 2017, 7:30 PM Municipal Building, 151 Martin, Birmingham, MI
Meeting Date, Time, Location:	HEARING OF CONFIRMATION FOR SPECIAL ASSESSMENT DISTRICT Monday, June 26, 2017, 7:30 PM Municipal Building, 151 Martin, Birmingham, MI
Location:	Oak Street Paving Project Area
Nature of Improvement:	Installation of water laterals
City Staff Contact:	Paul O'Meara 248.530.1836 pomeara@bhamgov.org
Notice Requirements:	Mail to affected property owners Publish May 24 th (Eagle) and May 28 th (Eccentric) 2017
Approved minutes may be reviewed at:	City Clerk's Office

You or your agent may appear at the hearings to express your views; however, if you fail to protest either in person or by letter received on or before the date of the hearing, you cannot appeal the amount of the special assessment to the Michigan Tax Tribunal. Mail any correspondence to: City Clerk, P.O. Box 3001, Birmingham, MI 48012.

The property owner may file a written appeal of the special assessment with the State Tax Tribunal within 30 days after the confirmation of the special assessment roll if that special assessment was protested at the hearing held for the purpose of confirming the roll.

All special assessments, including installment payments, shall, from the date of the confirmation thereof, constitute a lien on the respective lots or parcels assessed, and until paid shall be charged against the respective owners of the lots or parcels assessed.

Persons with disabilities needing accommodations for effective participation in this meeting should contact the City Clerk's Office at 248.530.1880 (voice) or 248.644.5115 (TDD) at least one day in advance to request mobility, visual, hearing or other assistance.



MEMORANDUM

Finance Department

DATE: June 16, 2017

TO: Joseph A. Valentine, City Manager

FROM: Teresa Klobucar, Deputy Treasurer

CC: Mark Gerber, Finance Director/Treasurer

SUBJECT: Resolution for Confirming S.A.D. # 878 – Oak Avenue Water Laterals

For purposes of installing new water laterals that would specially benefit properties within the limits of the 2017 Local Streets Paving Program, it is requested that the City Commission adopt the following resolution confirming S.A.D. No. 878 at the regular City Commission meeting of June 26, 2017. Comments during the hearing of confirmation are limited to those questions specifically addressing the assessment roll pursuant to Section 94-9 of the City Code. The hearing declaring the necessity of the Special Assessment District was held at the City Commission meeting of June 12, 2017.

SUGGESTED RESOLUTION:

To confirm Special Assessment Roll No. 878, to defray the cost of installing new water laterals on Oak Avenue:

WHEREAS, Special Assessment Roll, designated Roll No. 878, has been heretofore prepared for collection, and

WHEREAS, notice was given pursuant to Section 94-7 of the City Code, to each owner or party-in-interest of property to be assessed, and

WHEREAS, the Commission has deemed it practicable to cause payment of the cost thereof to be made at a date closer to the time of construction and

Commission Resolution 06-155-17 provided it would meet this 12th day of June 2017 for the sole purpose of reviewing the assessment roll, and

WHEREAS, at said hearing held this June 12, 2017, all those property owners or their representatives present have been given an opportunity to be heard specifically concerning costs appearing in said special assessment roll as determined in Section 94-9 of the Code of the City of Birmingham,

NOW, THEREFORE, BE IT RESOLVED, that Special Assessment Roll No. 878 be in all things ratified and confirmed, and that the City Clerk be and is hereby instructed to endorse said roll, showing the date of confirmation thereof, and to certify said assessment roll to the City Treasurer for collection at or near the time of construction of the improvement.

BE IT FURTHER RESOLVED, that special assessments shall be payable in ten (10) payments as provided in Section 94-10 of the Code of the City of Birmingham, with an annual interest rate of five and a quarter percent (5.25%) on all unpaid installments.

WATER LATERAL CHART

Parcel ID	Address	Street	Estimated Length	Estimated Cost
				49.50/ft
19-26-179-032	1952	Oak	17	\$842
19-26-179-034	1860		17	\$842
19-26-179-038	1764		17	\$842
19-26-179-039	1740		17	\$842
	Total			\$3,368



MEMORANDUM

Engineering Dept.

DATE: May 1, 2017

TO: Joseph A. Valentine, City Manager

FROM: Paul T. O'Meara, City Engineer

SUBJECT: Oak St. – N. Glenhurst Dr. to Chesterfield Ave.
Water Lateral Special Assessment District

As noted under separate cover, the 2017 Local Streets Paving Program consists of replacing concrete on three individual one block segments on Oak St., Poppleton Ave., and Lawndale Ave. The attached spreadsheet identifies the existing conditions for all properties on the three streets. On Oak St., 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 at this time. 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.

It is anticipated that this construction contract will be awarded to DiPonio Contracting, Inc., with their low bid of \$1,195,989. 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:

RESOLVED, that the City Commission shall meet on Monday, June 12, 2017, at 7:30 P.M., for the purpose of conducting a public hearing of necessity for the installation of water laterals within the 2017 Local Street Paving Program area. Be it further

RESOLVED, 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.

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

Engineering Dept.

DATE: June 16, 2017

TO: Joseph Valentine, City Manager

FROM: Paul T. O'Meara, City Engineer

SUBJECT: E. Frank St. – Ann St. to S. Old Woodward Ave.
Relocation of Metered Parking Spaces

The above block of Frank St. was first paved in 1960. At that time, it was built at 36 ft. wide, the City's standard commercial cross-section. The 36 ft. width allows for parked cars on both sides of the street, with sufficient room for two-way traffic in the middle.

In 1994, the City narrowed the west end of Frank St. in conjunction with the construction of the shopping center that now occupies the north side of the block. Input from the neighborhood during design development of this center identified a desire to create a buffer for the residential area from the commercial. With narrowing of the street, green space was introduced on both sides. The full width was maintained on the north side adjacent to the new retail building, and was identified as a designated loading zone for the building. On the south side, the full width was maintained in front of the three commercial zoned properties, accommodating five metered parking spaces.

Three of the four parcels on the south side are now being combined and redeveloped into a five unit condominium project, known as 420 E. Frank St. The project will be changing the two commercially zoned parcels facing Frank St. on the south side to a multi-family residential use. The developer for the project requested that they be allowed to extend the narrowed Frank St. cross-section across the remainder of their parcel, to allow the entire building frontage to benefit from a green space between the sidewalk and the curb. By doing so, two of the five metered parking spaces will have to be removed. (A third space will also be lost in order to make room for the new development's driveway.) Since there was a proposal to take metered parking spaces out of service, the matter was referred to the Advisory Parking Committee (APC).

The matter was first introduced to the APC at their meeting of April 5, 2017. The Committee was advised that in addition to providing metered parking for visitors, this area serves as an overflow to an adjacent monthly permit parking area for meters on Ann St. north of Frank St. Details are in the attached memos. A public hearing was set for the next meeting, on May 3. All owners and tenants within 300 ft. of this block were notified by postcard.

At the public hearing, the APC reviewed survey data indicating there was a demand for these spaces. The Committee had only five of its nine positions represented. In addition, the applicant was not present due to a misunderstanding as to the date of the meeting. An idea that was discussed at the meeting was to possibly relocate the two parking spaces to the north side of the street, adjacent to the CVS shopping center building. Those familiar with the area

took the position that this loading zone is not used by the center, and could be changed to a metered parking area. Although the owner of the CVS building was not present, I advised that I had discussed the issue with her, and she felt that it was used as a loading zone by her tenants. She was not in favor of this idea.

Without the benefit of hearing from the applicant, a majority of those present were not in favor of the proposal. A motion was placed on the floor denying the removal of the two parking spaces, but it failed with a vote of 4-1 (a minimum of 5 members were needed for a successful vote).

Given the circumstances that the developer was not present due to a misunderstanding, combined with the low turnout of committee members at the meeting, it was decided to hold a second public hearing on the matter. A new hearing was held on June 7, 2017. Six members of the committee were present, as well as the developer. Also in the intervening month, the following occurred:

- A neighbor to the northwest of the development, that had been formerly opposed, now indicated that they supported the idea, if the two spaces could be moved to the north side of the street.
- The owner of the CVS building indicated that they were now neutral to the idea of losing the loading zone, but then changed back to not supporting the idea, after reviewing the matter with a UPS driver who uses the area on a regular basis.

After hearing from the developer, and how the additional green space at the street represents an important amenity to the development, the APC felt that it would be best to relocate the two spaces to the north side of the street, removing the loading zone that is of questionable value. The following motion was passed on a vote of 6-0:

To recommend to the City Commission to remove three metered parking spaces on the south side of E. Frank St., between Ann St. and S. Old Woodward Ave., and move two spaces to the north side of the street, adding two new metered spots and allowing for the property to proceed as designed.

Staff agrees that there is sufficient room on the north side with the existing paved space available to install two new metered parking spaces. This can be done at relatively low cost, and charged to the Auto Parking System fund. A suggested resolution follows:

SUGGESTED RESOLUTION:

To approve the relocation of two metered parking spaces on E. Frank St. west of S. Old Woodward Ave. from the south side to the north side of the street, using an existing area designated as a loading zone, and further to approve the extension of green space on the south side of Frank St. across the entire property now known as 420 E. Frank St., to be completed at developer expense, as a part of the final site plan approval.



MEMORANDUM

Engineering Dept.

DATE: March 31, 2017

TO: Advisory Parking Committee

FROM: Paul T. O'Meara, City Engineer

SUBJECT: 420 E. Frank St.
Parking Proposal

Recently, the Planning Board has approved a site plan for a new five unit condominium at the southeast corner of E. Frank St. and Ann St. Site plans and architectural concept plans are attached for your information. The south side of this block has five metered parking spaces presently. The plans call for removing three out of the five spaces so that only two spaces (in front of the adjacent commercial property) would remain. One of the three spaces clearly needs to be removed to facilitate the new driveway to the building. The remaining two, however, are being removed to create space for lawn and trees between the City sidewalk and the curb. Due to the need for public parking in this area, it was felt that this action should be reviewed by the Advisory Parking Committee, and if endorsed, approved by the City Commission. The following is a brief history of this block as it pertains to parking:

1960 – Several blocks of Frank St. were paved with new concrete curb and gutter. The block between Ann St. and Old Woodward Ave. was paved extra wide, as is often done in commercial zones, to allow for street parking on both sides of the street. At that time, there was a house on both the north and south corners of Ann St., facing Frank St., while the rest of the block was commercial. Due the number of driveways that existed at the time, it appears that there was enough space for about ten parking spaces on the street for the entire block.

1994 - A Mercedes Benz dealership on the north side of the block was demolished to make room for a new multi-tenant retail building and parking lot, anchored by a CVS Drug Store. At that time, there was extensive communications with the adjoining neighborhood, and a compromise plan was developed where the westerly part of the block, adjacent the one single family house, would be narrowed on both sides of the street to create an area where grass and trees could be installed between the sidewalk and the road. Five metered parking places were installed on the south side of the street. On the north side, the portion of the street adjacent to the new building was left open for a loading zone. No parking is allowed on the north side.

2000 – As demand for parking in the area grew, the City decided to install parking meters on northbound Ann St., north of Frank St. The area had historically been signed as 2-hour free parking. Once meters were installed, staff got requests from the adjacent office building at 280 Daines St. (located at the north end of Ann St.) to create a monthly parking permit zone. The Advisory Parking Committee studied this issue in depth, and eventually recommended that 8 monthly permits be sold for use at this location. If metered spaces were being used by others, then those with a monthly permit could park at the Frank St. meters as an overflow option.

This arrangement seems to have worked well for those buying the permits, except that they would like to buy more than the City has available.

CURRENT PROPOSAL

The applicant has prepared the attached request for the removal of three of the five parking spaces on the south side of the block. One would be to allow room for a new driveway, while the other two would make room for improved landscaping. It is difficult to determine the impact that this would have on the surrounding businesses without first collecting usage data, and requesting input from the neighbors. We contacted the building owner across the street relative to potentially removing the loading zone in favor of two new metered parking spaces. The owner indicated that she would not be in favor of this, as the area is needed for unloading of goods for the various tenants. The parking lot is not set up for large trucks to enter and exit.

If the Advisory Parking Committee wishes to entertain this proposal, the following is recommended:

- Collection of usage data for the five existing parking spaces. Data could be collected at 10 AM, Noon, and 2 PM, for five business days.
- Collection of loading zone usage at the same time (noting that if little usage is noted, it may just be that this is not the time of day that unloading is done.)
- Scheduling a public hearing to allow the adjacent property owners and tenants the opportunity to comment.

SUGGESTED RECOMMENDATION:

To schedule a public hearing to consider the removal of three metered parking spaces on E. Frank St., between Ann St. and Woodward Ave., at the May 3, 2017 Advisory Parking Committee meeting. Further, to direct staff to collect usage data on the subject parking spaces and loading zone prior to the meeting for review at that time.

420 E. Frank, LLC

March 31, 2017

City of Birmingham Advisory Parking Committee
151 Martin Street
Birmingham, MI 48009

RE: E. Frank Street Metered Parking

Dear Committee Members:

We are developing what was formally the three parcels along E. Frank Street between Old Woodward and Ann Street. The property was recently rezoned by the City Commission to residential use and our project recently received unanimous approval by the Planning Board for Preliminary Site Plan Review. Our building will be a five residence condominium. Our plan calls for the elimination of three metered parking spaces along our frontage on E. Frank Street and replacing it with a green belt with street trees and other plantings. We attached a site plan and elevations of our newly approved building. Please consider the following points:

- There are currently three (3) parking spaces fronting our proposed "420 E. Frank Street" building. All three spaces were originally located along the frontage of the formally zoned B2B and B-1 parcels which comprised the eastern 200 feet of the property.
- There has never been metered parking spaces along the frontage of the former R-3 lot at the corner of E. Frank and Ann. Note that the R-3 lot contains a house that has had an operating business in it for the last 15 plus years.
- Our original plan that was discussed at the Planning Board called for the entrance to our project to be located at the southern end of our property on Ann Street. In that scenario there would be no entry to our property off of E. Frank Street.
- The neighborhood residents as well as the Planning Board were adamant that we not have access off of Ann Street.
- The neighborhood residents and the Planning Board demanded that our traffic be limited to the eastern end of our site on Frank Street away from the neighborhood. Frank Street currently has two curb cuts which will be reduced to one for our drive entrance. The curb cut on Ann is eliminated.
- The three parcels (the B2B, B-1 and R-3 parcels) have now been downzoned by the City Commission to exclusive residential use under its TZ1 zoning classification.
- The purpose for this downzoning was to establish an orderly transition between the business district along Old Woodward and the residential neighborhood. We are proposing providing a suitable frontage for residentially zoned property versus the previous business zoned parcels.
- With the revision to the street layout as proposed, the result would be a street with the same width as it currently is for the western 100' of our E. Frank Street frontage to the corner of Ann Street (see attached plan).

- The metered parking along our frontage was placed there to accommodate the traffic that served the two businesses operating there. Both business uses have been eliminated and replaced by our residential building.
- Our project will reduce the parking pressure in the area.
- Our building property will provide fifteen (15) on-site enclosed parking spaces which is 50% more than what is required by ordinance. We will accommodate on site, two (2) parking spaces for each residential unit and have five (5) additional on-site spaces for guests
- The CVS drug store has a 65 car parking lot with an entrance along E. Frank and their parking needs are self contained. The office building at the southwest corner of Old Woodward and E. Frank has its own parking lot. Our new building will be able to accommodate all of our parking needs on-site.
- Two metered spaces along E. Frank to the east of our property would remain.
- If metered parking is to remain along the frontage of our building, the pavement will be right up to the sidewalk along E. Frank Street and thus preclude any possibility of street trees, grass or other plantings along the entire frontage of our new building.
- On the commercial side of E. Frank Street along the CVS parking lot there is a 7 foot grass right of way between the 7'4" foot sidewalk and the street and there are no street trees in that area.
- If the city deemed it necessary to replace the parking spaces we propose eliminating, it may be more suitable for those spaces to be located on the north side of the street along the frontage of the commercial property rather than along the frontage of the residential property.
- Having metered parking immediately adjacent to the sidewalk along the frontage of our building on E. Frank Street will prevent us from establishing a beautiful natural setting for our residences.
- City ordinances under TZ1 require us to have street trees. We are already challenged along our frontage of Ann Street by utility poles and utility pole guide wires that are placed between the sidewalk and the street.
- Note: The attached landscape plan was deficient in the number of street trees per the city ordinance and we are required in our approval by the Planning Board to add a minimum of three additional street trees. We had trouble locating them on the Ann Street frontage due to the utility lines so we will be placing them along the E. Frank Street frontage. The attached perspective artist rendering does not depict the existing large street tree on E. Frank, and does accurately reflect the revised landscape plan that we will submit with Final Site Plan.

We believe that there is great benefit to the community to have a beautiful streetscape at the entry way to the residential neighborhood which is what our building represents as stated by the City Commission. We therefore respectfully request that the parking spaces along the frontage of our building be eliminated and replaced by a landscaped area with street trees.

Thank you for your consideration.

Regards,

420 E. Frank LLC



By: John Shekerjian, agent

LAND SITUATED IN THE CITY OF BIRMINGHAM, COUNTY OF OAKLAND, STATE OF MICHIGAN, DESCRIBED AS FOLLOWS:

PARCEL 1:
WEST 1/2 OF LOTS 31 AND 32, OF PLAT OF BLAKESLEE'S ADDITION TO THE VILLAGE OF BIRMINGHAM, ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 2 OF PLATS, PAGE 50, OAKLAND COUNTY RECORDS.

WEST 1/2 OF LOTS 31 AND 32, OF PLAT OF BLAKESLEE'S ADDITION TO THE VILLAGE OF BIRMINGHAM, ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 2 OF PLATS, PAGE 50, OAKLAND COUNTY RECORDS.

EAST 60 FEET OF LOTS 31 AND 32, OF PLAT OF BLAKESLEE'S ADDITION TO THE VILLAGE OF BIRMINGHAM, ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 2 OF PLATS, PAGE 50, OAKLAND COUNTY RECORDS.

WEST 32 FEET OF LOTS 3 AND 4, OF PLAT OF BLAKESLEE'S ADDITION TO THE VILLAGE OF BIRMINGHAM, ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 2 OF PLATS, PAGE 50, OAKLAND COUNTY RECORDS.

PARCEL 1:	±6,000	SQUARE FEET = ±0.14 ACRES
PARCEL 2:	±6,000	SQUARE FEET = ±0.14 ACRES
PARCEL 3:	±3,200	SQUARE FEET = ±0.07 ACRES
TOTAL:	±15,200	SQUARE FEET = ±0.35 ACRES

A CURRENT TITLE POLICY HAS NOT BEEN FURNISHED AT TIME OF SURVEY, THEREFORE EASEMENTS AND/OR ENCUMBRANCES AFFECTING SUBJECT PARCEL MAY NOT BE SHOWN.

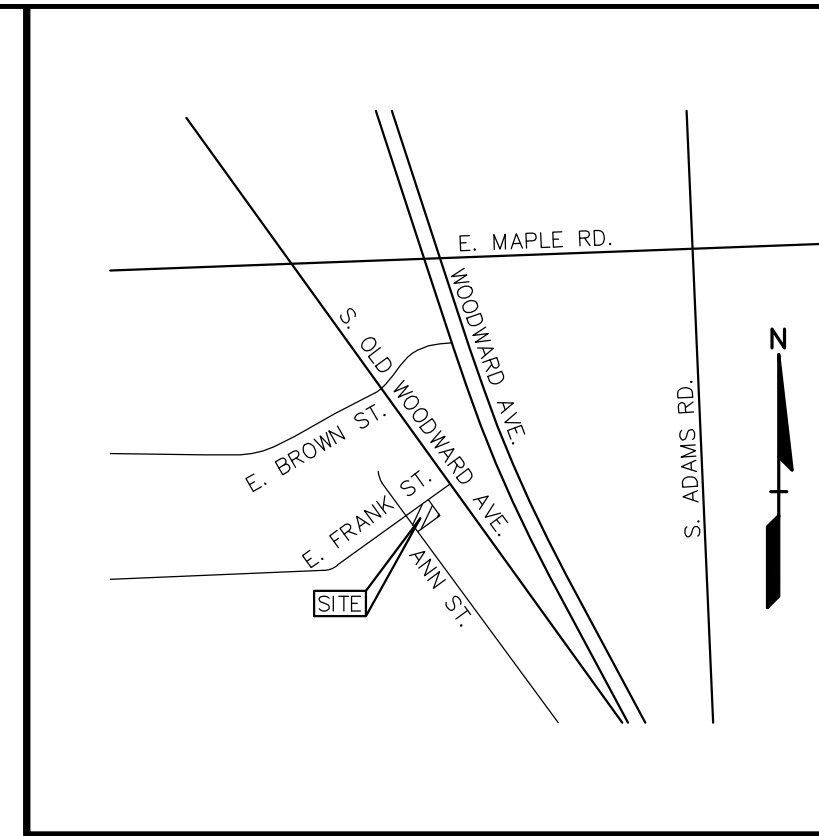
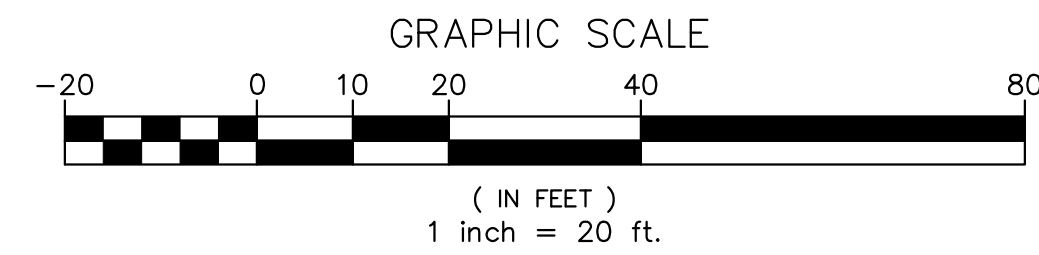
BY GRAPHICAL PLOTTING, THE SUBJECT PARCEL LIES WITHIN "AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN" (ZONE X) PER FEMA FLOOD INSURANCE RATE MAP 26125C-0537F, EFFECTIVE FEBRUARY 2, 2012.

(U.S.G.S. DATUM)

NAIL IN POLE NORTHEAST CORNER OF
FRANK STREET AND ANN STREET
ELEV. - 765.29

TOPOGRAPHIC AND BOUNDARY SURVEY, INCLUDING PROPERTY LINES, LEGAL DESCRIPTION, EXISTING UTILITIES, EXISTING ELEVATIONS, EXISTING PHYSICAL FEATURES AND STRUCTURES WAS PROVIDED BY KEM-TEC & ASSOCIATES AND THOMAS M. SMITH.

PEA, INC. WILL NOT BE HELD RESPONSIBLE FOR THE ACCURACY OF THE SURVEY
OR FOR DESIGN ERRORS/OMISSIONS RESULTING FROM SURVEY INACCURACIES.



LOCATION MAP – NOT TO SCALE

●	SET 1/2" REBAR WITH CAP P.S. 4796
⊗	FOUND MONUMENT (AS NOTED)
(R&M)	RECORD AND MEASURED DIMENSION
(R)	RECORD DIMENSION
(M)	MEASURED DIMENSION
○	UTILITY POLE
=====	PARCEL BOUNDARY LINE
=====	PLATTED LOT LINE
=====	BUILDING
=====	BUILDING OVERHANG
=====	CONCRETE CURB
=====	EDGE OF CONCRETE (CONC.)
=====	EDGE OF ASPHALT (ASPH.)
=====	EDGE OF GRAVEL
----- x -----	FENCE (AS NOTED)
=====	WALL (AS NOTED)
=====	OVERHEAD UTILITY LINE

EXISTING

— CH—ELEC—W—O—
 —UG—CATV—
 —UG—PHONE—
 —UG—ELEC—G—E—G—

□ 816.06

670

CONC.

ASPH.

PROPOSED

ELEC. PHONE OR CABLE TV OH. LINE, POLE & GUY WIRE
 UNDERGROUND CABLE TV, CATV PEDESTAL
 TELEPHONE UG. CABLE, PEDESTAL & MANHOLE
 ELECTRIC UG. CABLE, MANHOLE, METER & HANDHOLE
 GAS MAIN, VALVE & GAS LINE MARKER
 WATER MAIN, OH. GATE, VALVE, TAPPING SLEEVE & VALVE
 SANITARY SEWER, CLEANOUT & MANHOLE
 STORM SEWER, CLEANOUT & MANHOLE
 COMBINED SEWER & MANHOLE
 SQUARE, ROUND & BEDDING CATCH BASIN, YARD DRAIN
 POST INDICATOR VALVE
 WATER VALVE, SOLYDRONT™ VALVE BOX, SERVICE SHUTOFF
 METER BOX, TRANSFORMER, IRRIGATION CONTROL, VALVE
 UNIDENTIFIED STRUCTURE

SPOT ELEVATION

CONTOUR LINE

FENCE

GUARD RAIL

STREET LIGHT

SIGN

CONCRETE

ASPHALT

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420 E FRANK, LLC
36400 WOODWARD AVE.

BLOOMFIELD HILLS, MI 48304

TOPOGRAPHIC SURVEY
420 E FRANK

420 E. HANK
ART OF THE NE 1/4 OF SECTION 36, T. 2N., R. 10E.,
COUNTY OF BIRMINGHAM, OAKLAND COUNTY, MICHIGAN

K	DN.		TMK	SUR.	OTHERS	P.M.

S:\PROJ\FACTS\2017\2017-060 BIRMINGHAM--BT\Draw\TOPGRAPH-17060.dwg

ORIGINAL ISSUE DATE
MARCH 1, 2017

PEA JOB NO. 2017-060

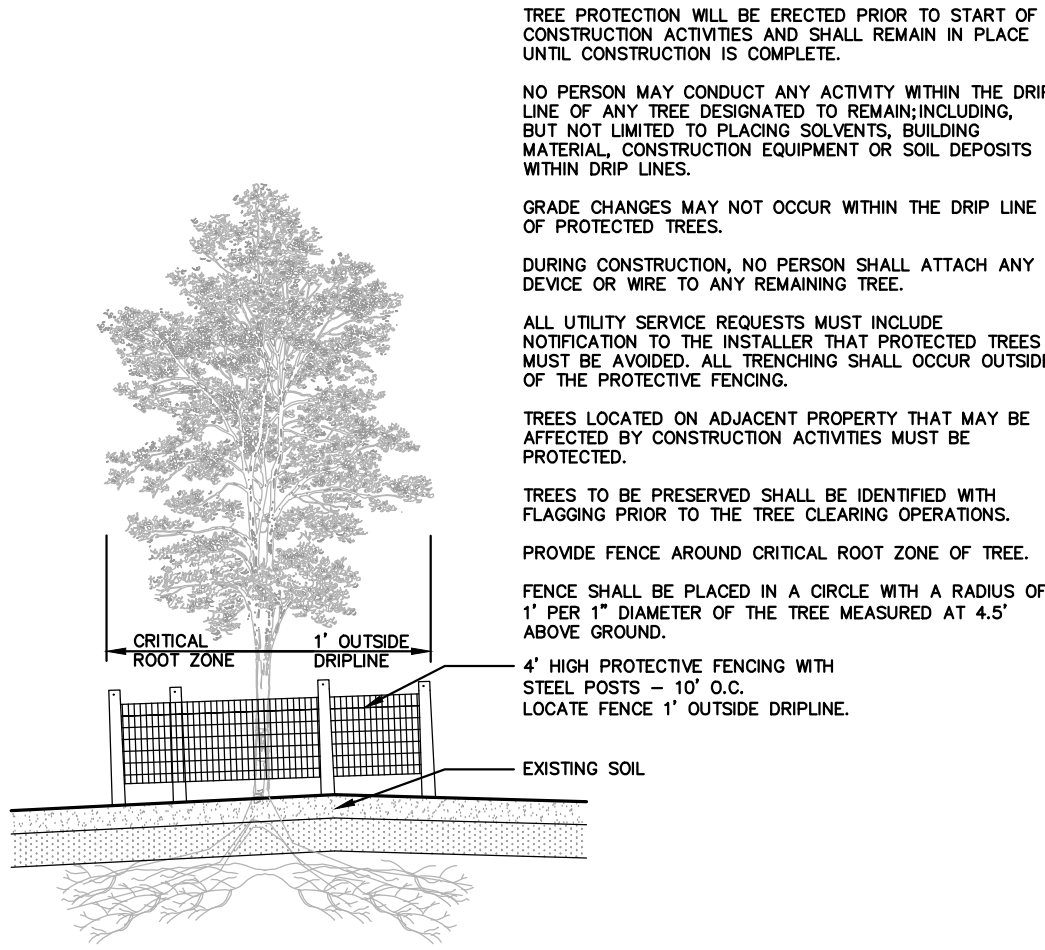
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DRAWING NUM

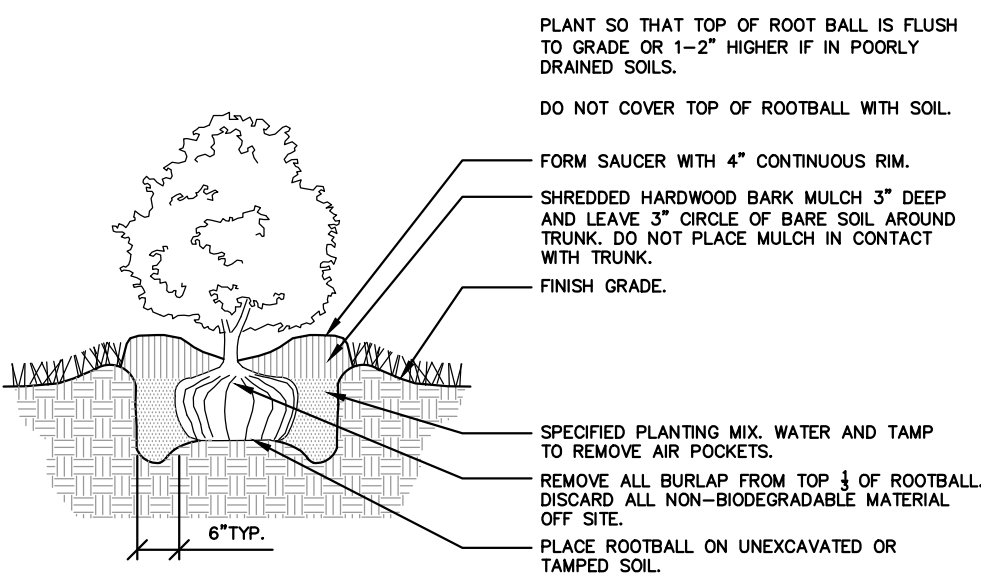
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NOT FOR CONSTRUCTION

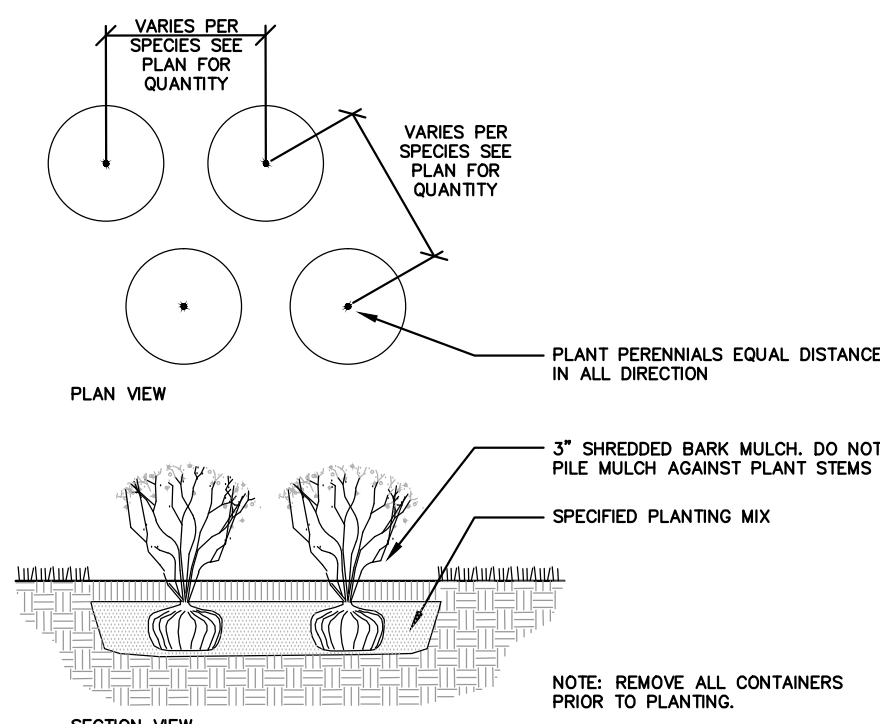
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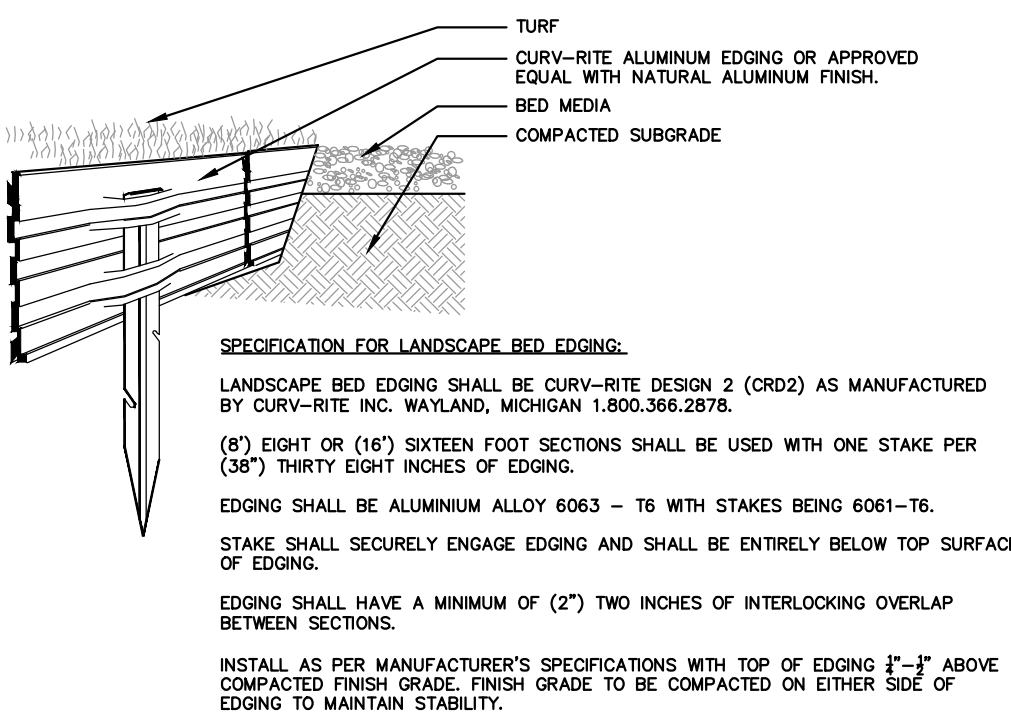
TREE PROTECTION DETAIL
NOT TO SCALE



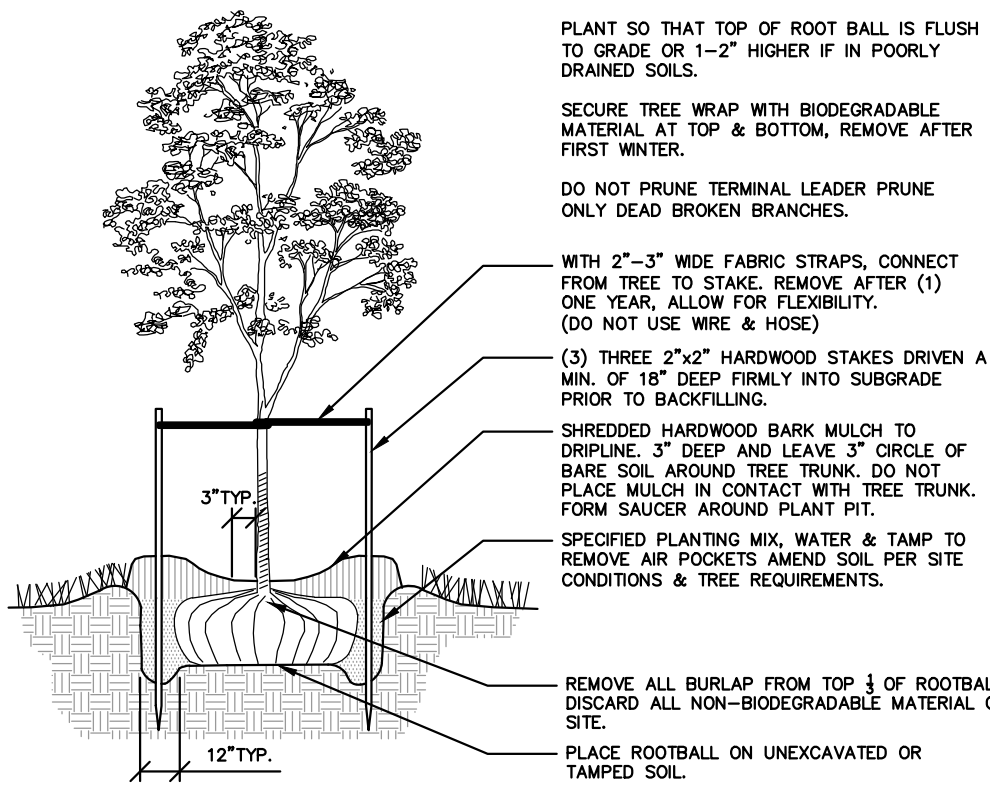
SHRUB PLANTING DETAIL
NOT TO SCALE



PERENNIAL PLANTING DETAIL
NOT TO SCALE



ALUMINUM EDGE DETAIL
NOT TO SCALE



DECIDUOUS TREE PLANTING DETAIL
NOT TO SCALE

TREE PLANT LIST:

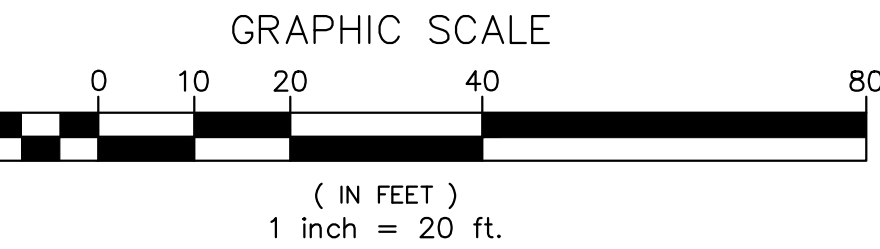
QUANTITY	KEY SYMBOL	COMMON NAME	SCIENTIFIC NAME	SIZE	SPEC
4	PC3	Cleveland Select Pear	<i>Pyrus calleryana</i> 'Cleveland Select'	3" Cal.	B&B

SHRUB PLANT LIST:

QUANTITY	KEY SYMBOL	COMMON NAME	SCIENTIFIC NAME	SIZE	SPEC
24	JH6	Hetz Columnar Juniper	<i>Juniperus chinensis</i> 'Hetzi Columnaris'	6'	B&B
12	SP36	Miss Kim Lilac	<i>Syringa patula</i> 'Miss Kim'	36" Ht.	Cont.
14	VC36	Korean Spice Viburnum	<i>Viburnum carlesii</i> 'Compacta'	36" Ht.	Cont.

SHRUB PLANT LIST:

QUANTITY	KEY SYMBOL	COMMON NAME	SCIENTIFIC NAME	SIZE	SPEC
25	CA	Feather Reed Grass	<i>Calamagrostis x acutiflora</i> 'Karl Foerster'	1 Gal.	Cont.



LANDSCAPE REQUIREMENTS PER CITY OF BIRMINGHAM:

STANDARD LANDSCAPE REQUIREMENTS PER 4.20 LA-01 B2C.-FOR PARKING 20 OR MORE SPACES PER 4.20 LA-01 F. -FOR PARKING LOTS 7500 SF OR GREATER 5% OF INTERIOR PARKING LOT AREA SHALL BE LANDSCAPED WITH 1 TREE/150 SF OF REQ'D AREA

PROPOSED: PARKING AREA IS LESS THAN 20 CARS AND 5400 SF LOT, THEREFORE REQUIREMENTS ABOVE ARE NOT APPLICABLE.

PER 4.53 - SCREENING/ SCREEN WALL IS REQUIRED WHEN PARKING ADJACENT A STREET AND PLANTED ON THE STREET SIDE.

PROPOSED: EVERGREEN BUFFER AT NE AND SW CORNER OF DRIVEWAY

FRONTAGE TREES: 1 TREE PER 40 LF OF FRONTAGE FRANK STREET 152/40 = 3.8; ANN ST. 100/40 = 2.5 (TREE CREDITS = 6" DEC. TREE SAVED = 3 NEW TREES; (3 TREES SAVED = 9 CREDITS)

PROPOSED: FRANK ST.; 1 EXISTING TREE (= 3 TREE CREDITS) ANN ST.; 2 EXISTING TREES (= 6 TREE CREDITS)

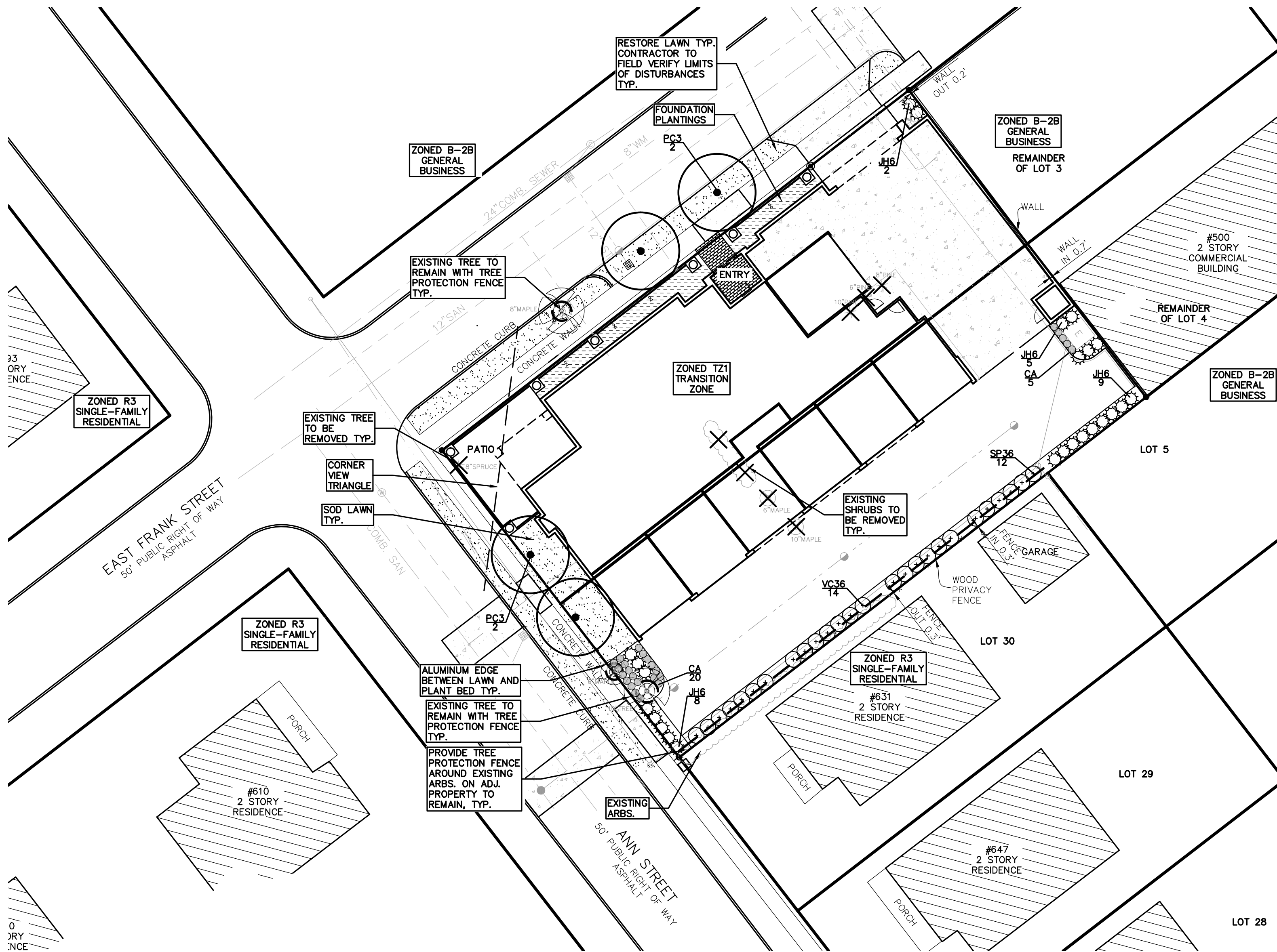
MULTI FAMILY IN RESIDENTIAL LAND USE: 1 DEC. AND 1 EVG. PER 2 DWELLING UNIT 8 UNITS = 4 DEC. AND 4 EVG. REQUIRED

PROPOSED: EVERGREEN AND DEC. SHRUB PLANTINGS ALONG SOUTH PROPERTY LINE (UNABLE TO PLANT TREES DUE TO ELEC. LINE ON SOUTH PROPERTY LINE AND EASEMENTS)

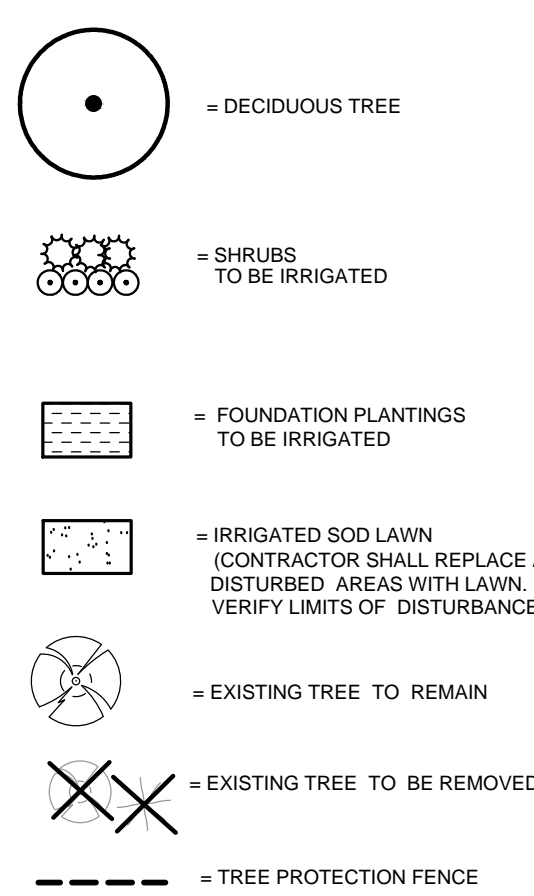
TREE REPLACEMENT: REMOVE 1 TREE REPLACE WITH A TREE REMOVE 2 DEC. AND 4 EVERGREEN TREES

PROPOSED: 4 NEW TREES (AND USING THE REMAINING 3 TREE CREDITS FROM ABOVE SAVED EXISTING FRONTAGE TREES)

NOTE: A TREE PERMIT IS REQUIRED FROM THE CITY FOR PLANTING TREES IN THE R.O.W.



KEY:



GENERAL PLANTING NOTES:

- LANDSCAPE CONTRACTOR SHALL VISIT SITE, INSPECT EXISTING SITE CONDITIONS AND REVIEW PROPOSED PLANTING AND RELATED WORK. IN CASE OF DISCREPANCY BETWEEN PLAN AND PLANT LIST, PLAN SHALL GOVERN QUANTITIES. CONTACT LANDSCAPE ARCHITECT WITH ANY CONCERNS.
- CONTRACTOR SHALL VERIFY LOCATIONS OF ALL ON SITE UTILITIES PRIOR TO BEGINNING CONSTRUCTION ON HIS/HER PHASE OF WORK. ELECTRIC, GAS, TELEPHONE, CABLE TELEVISION MAY BE LOCATED BY CALLING MISS DIG 1-800-482-7171. ANY DAMAGE OR INTERRUPTION OF SERVICES SHALL BE THE RESPONSIBILITY OF CONTRACTOR. CONTRACTOR SHALL COORDINATE ALL RELATED ACTIVITIES WITH OTHER TRADES ON THE JOB AND SHALL REPORT ANY UNACCEPTABLE JOB CONDITIONS TO OWNER'S REPRESENTATIVE PRIOR TO COMMENCING.
- ALL PLANT MATERIAL TO BE PREMIUM GRADE NURSERY STOCK AND SHALL SATISFY AMERICAN ASSOCIATION OF NURSERYMEN STANDARD FOR NURSERY STOCK. ALL LANDSCAPE MATERIAL SHALL BE NORTHERN GROWN, NO. 1. GRADE.
- CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL QUANTITIES SHOWN ON LANDSCAPE PLAN PRIOR TO PRICING THE WORK.
- THE OWNER'S REPRESENTATIVE RESERVES THE RIGHT TO REJECT ANY PLANT MATERIAL NOT MEETING SPECIFICATIONS.
- ALL SINGLE STEM SHADE TREES TO HAVE STRAIGHT TRUNKS AND SYMMETRICAL CROWNS.
- ALL SINGLE TRUNK SHADE TREES TO HAVE A CENTRAL LEADER; TREES WITH FORKED OR IRREGULAR TRUNKS WILL NOT BE ACCEPTED.
- ALL MULTI STEM TREES SHALL BE HEAVILY BRANCHED AND HAVE SYMMETRICAL CROWNS. ONE SIDED TREES OR THOSE WITH THIN OR OPEN CROWNS SHALL NOT BE ACCEPTED.
- ALL EVERGREEN TREES SHALL BE HEAVILY BRANCHED AND FULL TO THE GROUND, SYMMETRICAL IN SHAPE AND NOT SHEARED FOR THE LAST FIVE GROWING SEASONS.
- ALL TREES TO HAVE CLAY OR CLAY LOAM BALLS, TREES WITH SAND BALLS WILL BE REJECTED.
- NO MACHINERY IS TO BE USED WITHIN THE DRIP LINE OF EXISTING TREES; HAND GRADE ALL LAWN AREAS WITHIN THE DRIP LINE OF EXISTING TREES.
- ALL PLANTING BEDS SHALL BE STAKED BY LANDSCAPE CONTRACTOR AND ARE SUBJECT TO THE APPROVAL OF THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION OF THE PLANT MATERIAL.
- IT IS MANDATORY THAT POSITIVE DRAINAGE IS PROVIDED AWAY FROM ALL BUILDINGS.
- ALL PLANTING BEDS SHALL RECEIVE 3" SHREDDED HARDWOOD BARK MULCH WITH PRE EMERGENT, SEE SPECIFICATIONS. SHREDDED PALETTE AND DYED MULCH WILL NOT BE ACCEPTED.
- ALL LANDSCAPED AREAS SHALL RECEIVE 3" COMPACTED TOPSOIL.
- SEE SPECIFICATIONS FOR ADDITIONAL COMMENTS, REQUIREMENTS, PLANTING PROCEDURES AND WARRANTY STANDARDS.

LOCATION MAP - NOT TO SCALE

CAUTION!!
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www.peainc.com

420 E FRANK, LLC 36400 WOODWARD AVE BLOOMFIELD HILLS, MI 48304	DES.	JLE	DN.	JLE	SUR.	JLE	OTHERS	P.M.	JBT
PRELIMINARY LANDSCAPE PLAN									
420 E FRANK									
PART OF THE NE 1/4 OF SECTION 36, T. 2N, R. 10E, CITY OF BIRMINGHAM, OKLAHOMA COUNTY, MICHIGAN									
S:\PROJECTS\2017\2017-060 BIRMINGHAM-420 E FRANK\17-060 LANDSCAPE-17060.dwg									

ORIGINAL ISSUE DATE:
MARCH 1, 2017

PEA JOB NO. 2017-060

SCALE: 1" = 20'

DRAWING NUMBER:

L-1.0

NOT FOR CONSTRUCTION

XREF: S:\PROJECTS\2017\2017-060\DWG\17060-TOPBASE.DWG
XREF: S:\PROJECTS\2017\2017-060\DWG\CONSTRUCTION-V-BASE-17060.DWG
XREF: S:\PROJECTS\2017\2017-060\DWG\CONSTRUCTION-X-TBLK-17060.DWG

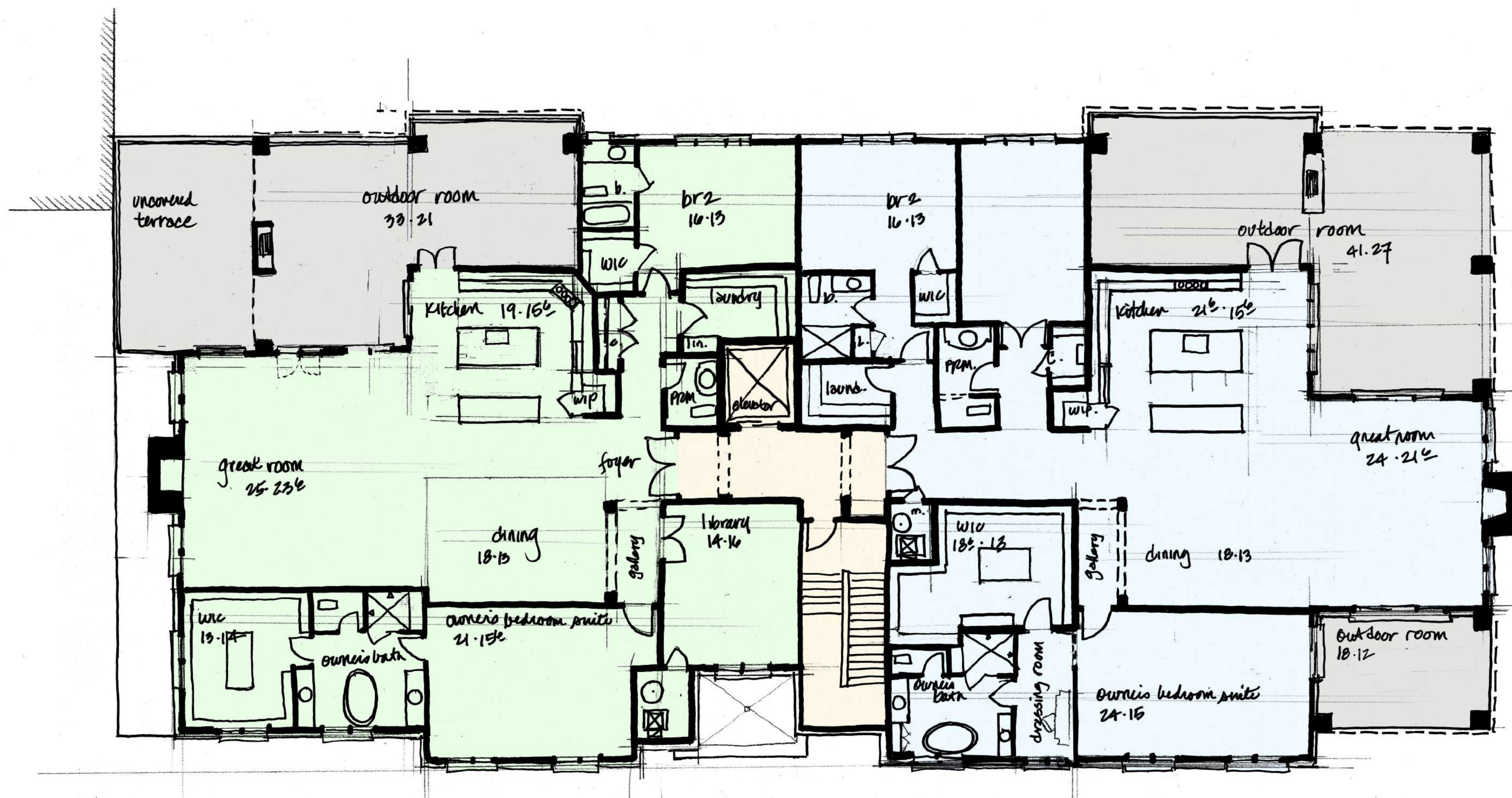


420 E. FRANK

1ST FLOOR PLAN

Alexander V. Bogaerts + Associates Architects

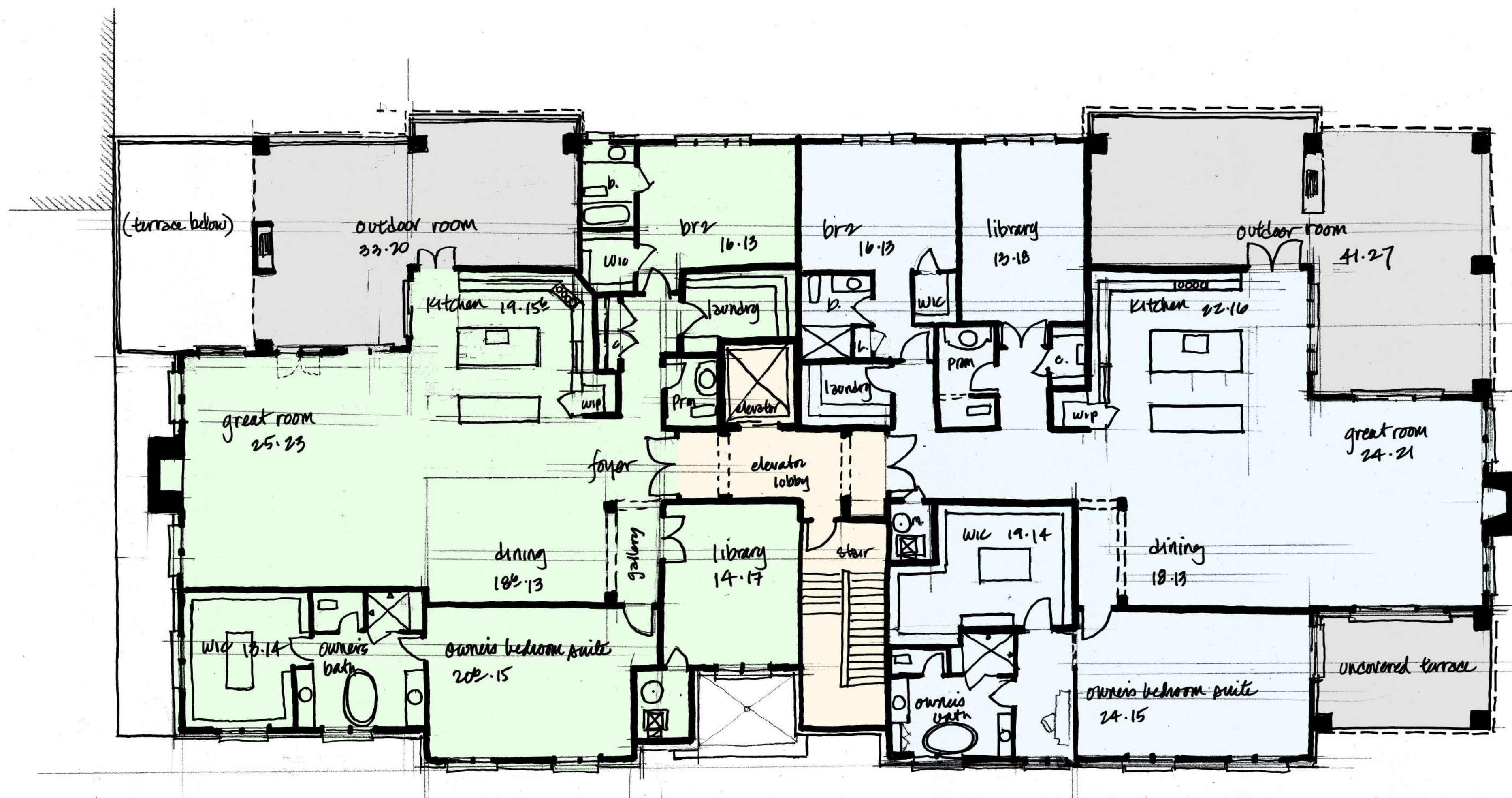




420 E. FRANK 2ND FLOOR PLAN

alexander v. bogaerts + associates architects





420 E. FRANK

3RD FLOOR PLAN

Alexander V. Bogaerts + Associates, Architects



Alexander V. Bogaerts + Associates, P.C. ■ Architecture ■ Planning ■ Interior Design

2445 Franklin Road
Bloomfield Hills, MI 48302
248 • 334 • 5000

SHEET TITLE
THIRD FLOOR PLAN

PRELIMINARY

CLIENT/PROJECT
420 E. FRANK DEVELOPMENT
420 E. FRANK, LLC
BIRMINGHAM, MICHIGAN

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ALEXANDER V. BOGAERTS + ASSOC.

☒ PRELIMINARY
☐ BIDS
☐ PERMITS
☐ CONSTRUCTION

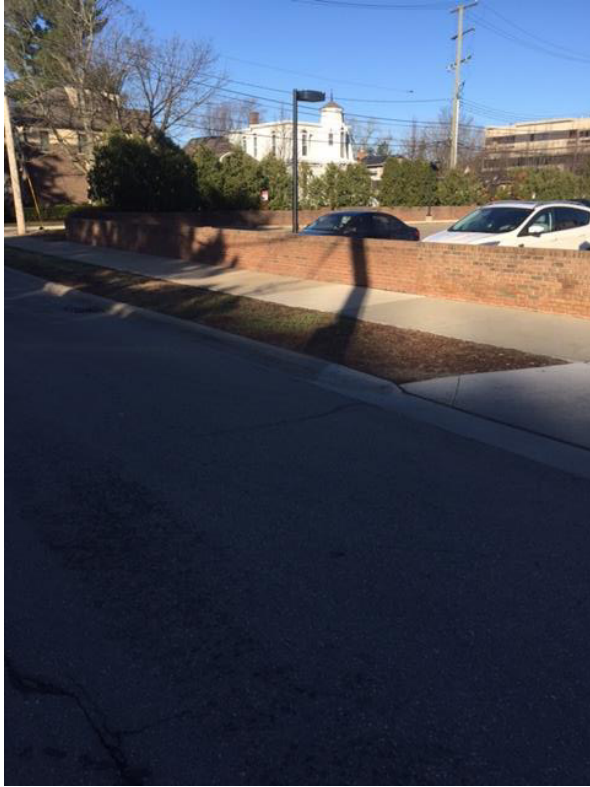
REVISIONS
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02-27-2017

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AMM
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CHECKED BY
JOB NUMBER
DATE
SHEET NUMBER

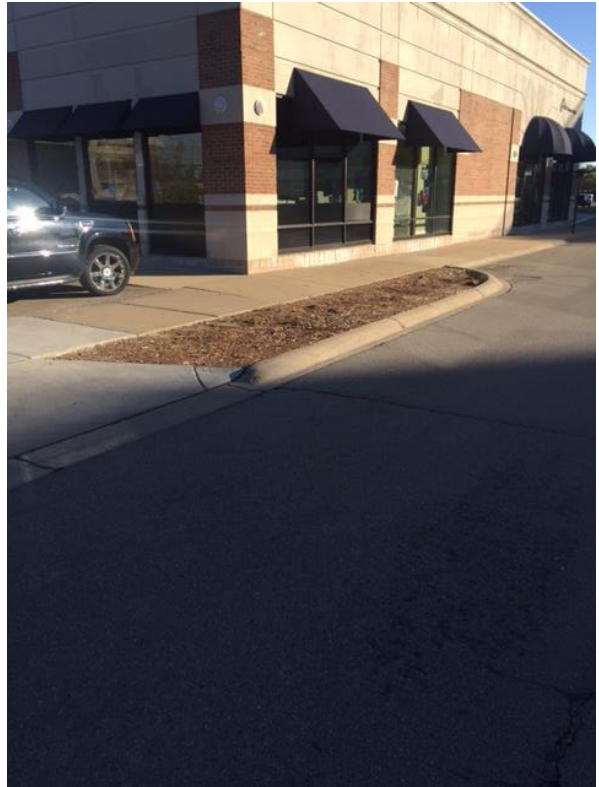




North side of E. Frank facing West



North side of E. Frank facing East



South side of E. Frank facing East



City of Birmingham
ADVISORY PARKING COMMITTEE
REGULAR MEETING

Birmingham City Hall Commission Room
151 Martin, Birmingham, Michigan
Wednesday, April 5, 2017

MINUTES

These are the minutes for the Advisory Parking Committee ("APC") regular meeting held on Wednesday, April 5, 2017. The meeting was called to order at 7:35 a.m. by Chairman Lex Kuhne.

Present: Chairman Lex Kuhne
Gayle Champagne
Anne Honhart
Steven Kalczynski
Lisa Krueger
Judith Paskiewicz
Al Vaitas

Absent: None

BSD: None

SP+ Parking: Catherine Burch
Sara Burton
Jason O'Dell

Administration: Mark Clemence, Police Chief
Austin Fletcher, Asst. City Engineer
Paul O'Meara, City Engineer
Carole Salutes, Recording Secretary

RECOGNITION OF GUESTS (none)

MINUTES OF REGULAR MEETING OF MARCH 1, 2017

Motion by Ms. Champagne
Seconded by Ms. Honhart to approve the Minutes of the APC Meeting of March 1, 2017 as presented.

Motion carried, 5-0.

VOICE VOTE:

Yeas: Champagne, Honhart, Kalczynski, Krueger, Kuhne, Paskewicz, Vaitas

Nays: None

Absent: None

LIBERTY PARKING METER UPDATE

Chief Clemence reported that the City bought 1,277 Civic Smart parking meters as well as the vehicle detection system. The first meters are scheduled to arrive the first week of May. An RFP was put out yesterday for bidders on credit card processing. Bids are due back by April 18. During the first week of May the new hand held computers will arrive. They can tell parking enforcement staff where violations and open spaces are. Commission approval for the credit card processor is expected in early May. Installation of meters will start in the middle of May. Lastly, the sensor detectors will be added the first week of June after all the meters are installed. Hopefully everything will be wrapped up by the end of June.

A media campaign will be associated with the meters.

344 HAMILTON AVE. DINING DECK

The Engineering Dept. has received two positive responses to this request. Mr. O'Meara distributed emails to confirm this.

Mr. O'Meara advised that Seven Greens is a relatively new restaurant and they specialize in fresh salads and smoothies. Ms. Kelly Schaefer is the owner of the business. Ms. Schaefer is seeking permission to build a dining deck in front of the business. The building has a 25 ft. frontage and she is asking for the full 25 ft. frontage for dining which is two parking spots. Knowing that parking is in demand, she will accept a smaller deck.

If the APC is inclined to approve this request, it will then go before the Planning Board for consideration of the design and layout. No alcohol will be served at this location and therefore no approval is required from the City Commission.

Ms. Schaefer passed around the material that would be used for the deck and stated that the use of one parking spot would be great. She noted there was an electrical fire in her building which has damaged the restaurant. As a result, they probably wouldn't use the deck until Fall.

Mr. Kalcynski asked if guidelines could be created to help the Committee determine when there are too many requests for decks within a certain area. Mr. O'Meara recalled that the Planning Board was resistant to setting guidelines where only so many decks would be allowed on a particular block.

Mr. O'Dell noted that the Park St. Structure has not been filling up as it did last year. The majority of the Committee decided that this street seems to have the capacity for a deck.

Motion by Ms. Champagne

Seconded by Dr. Paskewicz to recommend to the Planning Board the approval of a dining deck for Seven Greens Restaurant, 344 Hamilton Ave., taking up one parking space during the approved outdoor dining season.

Mr. Kalczynski recommended they begin to have discussions and to get further direction philosophically for the City on this topic. The chairman noted that he would have a conversation with the chair of the Planning Board. Dr. Vaitas thought it is counterintuitive for this committee to take away parking spaces. The chairman observed that is a continuing struggle.

Motion carried, 6-1.

VOICE VOTE:

Yeas: Champagne, Paskewicz, Honhart, Kalczynski, Krueger, Kuhne

Nays: Vaitas

Absent: None

420 E. FRANK ST. PARKING PROPOSAL

The applicant's agent, Mr. John Shekerjian, was not present.

Mr. O'Meara advised that the Planning Board has approved a site plan for a new five-unit condominium at the southeast corner of E. Frank St. and Ann St. The applicant is requesting to remove three of the five parking spaces on the south side of the block. One space would be to allow room for a new driveway, while the other two would make room for improved landscaping. It is difficult to determine the impact this would have on the surrounding businesses without first collecting usage data, and requesting input from the neighbors. The building owner across the street has been contacted relative to potentially removing the loading zone in favor of two new metered parking spaces. The owner indicated that she would not be in favor of this, as the area is needed for unloading of

goods for the various tenants. The parking lot is not set up for large trucks to enter and exit.

It was discussed the spaces could be used for 555 Building and Phoenicia parking. Mr. O'Dell noted there is signage at the entrance to the CVS parking lot across the street that restricts parking to customers only.

Mr. O'Meara indicated he will invite CVS and the immediate homeowners to the next public hearing. Dr. Paskewicz observed that taking parking spaces away to increase the worth of a condominium is not the same as taking parking away to provide a use that benefits the wider community.

Motion by Ms. Krueger

Seconded by Ms. Honhart to schedule a public hearing to consider the removal of three metered parking spaces on E. Frank St., between Ann St. and Woodward Ave., at the May 3, 2017 Advisory Parking Committee meeting. Further, to direct staff to collect usage data on the subject parking spaces and loading zone prior to the meeting for review at that time.

Motion carried, 7-0.

VOICE VOTE:

Yeas: Krueger, Honhart, Champagne, Kalczynski, Kuhne, Paskewicz, Vaitas

Nays: None

Absent: None

PARKING LOT 6 CAPACITY ISSUE

Mr. O'Meara stated he has been talking to Mr. Robert Greenstone, of Greenstone Jewelers , 430 N. Old Woodward Ave., and Mr. Greenstone is expressing concern about the current lack of parking and that it could get worse in the future because of the upcoming downtown reconstruction project. He is concerned there won't be any place left in his area for customers to park. He has been watching the parking dynamics and noticed there are not many people parking on Ferndale St. and Park St. in the middle of the day because a Residential Permit Zone has been created there. He would like to explore the idea of having that area opened up just during the construction project for the monthly Lot 6 permits that are primarily south of Harmon (38 permits). That would leave the Lot 6 area for customers to park. The other option would be to push the permit holders into the parking structure rather than the neighborhood.

Mr. Greenstone spoke said there are never any spaces available in Lot 6. The construction of the Brookside Condominiums has taken out several parking spaces. Therefore, there is a lot of pressure on parking. From Wednesday through Friday, before mid-day until mid-afternoon there are no street spaces available along N. Old



MEMORANDUM

Engineering Dept.

DATE: April 27, 2017

TO: Advisory Parking Committee

FROM: Paul T. O'Meara, City Engineer

SUBJECT: 412-420 E. Frank St.
Public Hearing

At the April 5, 2017 meeting of the Advisory Parking Committee (APC), a public hearing was scheduled to consider a request to remove two existing parking metered spaces on E. Frank St. between Ann St. and S. Old Woodward Ave. The attached postcard was sent to all property owners within 300 ft. of this block to alert them to this discussion. Few comments have been received to date. The one written comment received from an adjoining homeowner, is attached.

As discussed at the last meeting, SP+ surveyed demand for these five parking spaces for five days, during the week of April 17. It should be noted that the adjacent commercial building at 420 E. Frank St. is now vacant. It can be assumed that no demand from this parcel was included in the survey. Similarly, it can be assumed that demand will generally be low from the new condominium building proposed adjacent to this block. Not only does the new development provide the number of on-site parking required for a residential use, additional spaces are proposed for guests. (The architect plans to be in attendance to clarify this issue.)

Demand on Frank St. during this week can be summarized as follows:

	10 AM	12 PM	2 PM	Average
% Occupied (Existing Five Spaces)	48%	28%	52%	43%
% Occupied (If Four Spaces Present)	60%	35%	65%	53%
% Occupied (If Two Spaces Present)	120%	70%	130%	107%

For the week surveyed, it appears that losing one space is not an issue. If three spaces are lost, it appears that current demand for parking would have to be satisfied elsewhere.

It was also noted that this block contains a loading zone on the north side for the benefit of the business adjacent. While the owner indicated that they use this area for loading regularly, our survey during the times checked (15 times over a week) did not record any loading activity. It is possible, however, that it is used at other times of the day.

The Frank St. block being studied also is a designated overflow area for monthly permit holders being issued permits on Ann St., north of Frank St. In that area, there are currently nine parking meters. The Commission has previously authorized the sale of 8 permits for this area, for the benefit of adjacent buildings on Daines St. The sale of these permits has continued for

about 15 years, with little comment or concern from the public. If the overflow area is reduced in size, it is important to consider how that will impact these permits as well. The survey results are as follows:

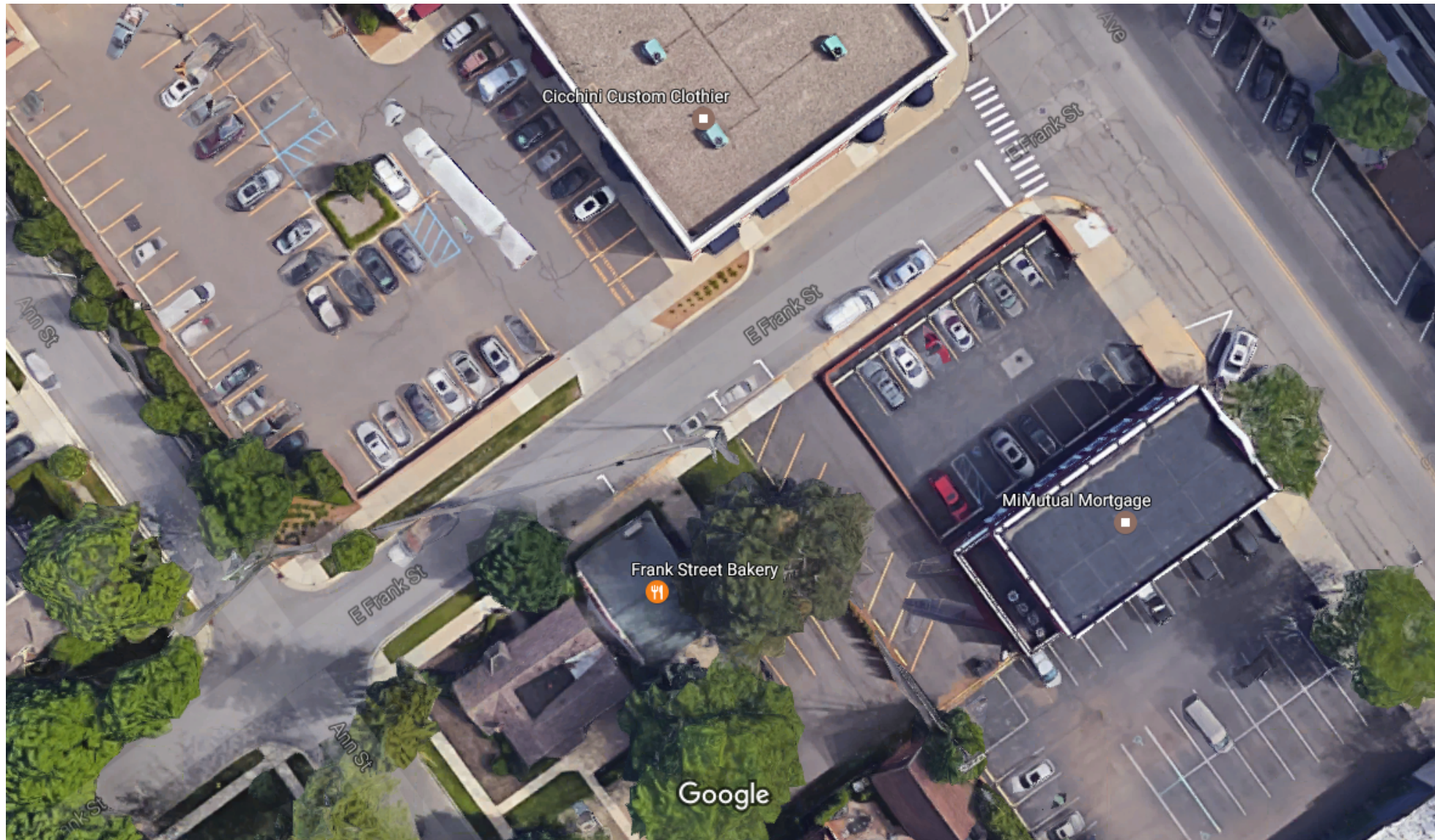
% Occupied (Existing Nine Spaces)	10 AM	12 PM	2 PM	Average
% Occupied (Existing Nine Spaces)	49%	42%	38%	43%

Based on these numbers, it appears that this area is under-utilized, and the need for overflow parking is not a common occurrence. If both Ann St. and Frank St. are full, permit holders would have the opportunity to park for free in either the Pierce St. or Peabody St. Parking Structures.

Should the Committee wish to proceed with this proposal, a recommendation is provided below:

SUGGESTED RECOMMENDATION:

To recommend to the City Commission that three metered parking spaces be removed on the south side of E. Frank St., between Ann St. and S. Old Woodward Ave., as proposed by the developer of the adjacent condominium project at 412 - 420 E. Frank St.



Imagery ©2017 Google, Map data ©2017 Google 20 ft

Ann and Frank Street Meter Survey

Completed by: 

April 17, 2017

Ann Street Meters

9 spaces total	10a	12p	2p
Spaces Occupied	5	4	4

Frank Street Meters

5 spaces total	10a	12p	2p
Spaces Occupied	2	2	3

April 18, 2017

Ann Street Meters

9 spaces total	10a	12p	2p
Spaces Occupied	5	5	5

Frank Street Meters

5 spaces total	10a	12p	2p
Spaces Occupied	5	1	4

April 19, 2017

Ann Street Meters

9 spaces total	10a	12p	2p
Spaces Occupied	7	4	4

Frank Street Meters

5 spaces total	10a	12p	2p
Spaces Occupied	1	2	2

April 20, 2017

Ann Street Meters

9 spaces total	10a	12p	2p
Spaces Occupied	0	1	2

Frank Street Meters

5 spaces total	10a	12p	2p
Spaces Occupied	3	1	1

April 21, 2017

Ann Street Meters

9 spaces total	10a	12p	2p
Spaces Occupied	5	5	2

Frank Street Meters

5 spaces total	10a	12p	2p
Spaces Occupied	1	1	3

****Note:** Vehicles were not unloading any materials during the counts.



Paul O'Meara <pomeara@bhamgov.org>

Advisory Parking Committee - Meeting of May 3, 20171 message

Anne Honhart <ahonhart@atlaswelding.com>

Tue, May 2, 2017 at 3:01 PM

To: gchampagne1 <gchampagne1@aol.com>, Paul O'Meara <pomeara@bhamgov.org>, Steven Kalczynski <skalczynski@townsendhotel.com>, Lex Kuhne <lexkuhne@gmail.com>, Algirdas Vaitas <alvortho@aol.com>, Judith Paskiewicz <judith.paskiewicz@gmail.com>, Lisa Krueger <lisakrug21@gmail.com>
Cc: Austin Fletcher <afletcher@bhamgov.org>, Jay O'Dell <jodell@spplus.com>, Sarah Burton <sburton@spplus.com>, Catherine Burch <cburch@spplus.com>, Carole Salutes <carole.salutes@yahoo.com>, richardr@gmail.com, Ingrid Tighe <itighe@bhamgov.org>, Joe Valentine <Jvalentine@bhamgov.org>, Steve Rota <srota@bloomfieldtwp.org>

Dear APC Committee Members,

Tomorrow is my brother's heart valve replacement at St. Joe's, so I won't be attending our meeting. Fortunately, it is the TAVR procedure which slips the new valve through an artery in the leg and up into the heart "on top" of the old valve. It should be pretty slick and far easier compared to open heart surgery.

As I won't be there, Paul suggested that I mention my thoughts on the request from the builder of the condo's on East Frank St. I do live on the 3rd block off of Old WW on East Frank. Many years ago when the parcel on the north corner was being converted from a quiet Mercedes dealership and a small flower shop to the present strip mall, we in the neighborhood could only envision the increase in traffic once Block Buster and the drugstore were to open. We asked, among other things, if the first block could be narrowed as much as possible to signal that customers were entering a residential neighborhood and hopefully slow down. There were to be trees on the strips of grass, but most of the trees died and it still looks like a bare concrete strip mall.

Although, I would normally suggest that we hold onto as many parking spaces as possible, I have looked at the area and read the letter from the builder who said he would add trees and other plantings to a new street easement. In addition to making the street look more like a residential one, perhaps that addition of the bumped out easement and greenery will also help calm the traffic. From the standpoint of my being a representative for the residents, I believe I would, in this case, approve up to 3 parking spaces being removed in front of this condominium on the first block of E. Frank Street for the purpose of adding trees and other landscaping improvements.

Thanks to you all for your consideration.

Sincerely, Anne Honhart



Paul O'Meara <pomeara@bhamgov.org>

APC re Frank St.

1 message

Eric Wolfe <elwolfe1@comcast.net>

Thu, Apr 27, 2017 at 12:09 PM

To: pomeara@bhamgov.org, Joe Valentine <jvalentine@bhamgov.org>

Note: please include with packet for 5/3/17 meeting as I will most likely be unable to attend. Please confirm your receipt. Thank you.

Dear Paul,

My family and I reside at 393 E. Frank St., which would be directly affected by the plan to eliminate three parking metered spaces on the south side of Frank in front of the proposed development at 412-420 E. Frank St. Eliminating these well-utilized spaces will simply shift the parkers to the meters on Ann St., which are already heavily used by permit parkers. I have people parking in front of my home, on the side of my home, using my driveway for turning around, constantly. This would potentially make matters much worse. While I understand one meter he would like to remove is in the area of his proposed garage driveway, the others are not. His desire to keep parkers away from his property by shifting them to others is not acceptable. They should remain in place, as he was aware they were in use when he proposed his multi-family project. I have contacted the developer and he is aware of my views.

It is my understanding that the developer has proposed moving the meters to the north side of Frank St. adjacent to the custom clothier. I was not aware that this part of Frank St. was considered a loading zone for CVS. Since the CVS rear door for deliveries is within their parking lot and at the north end, it doesn't make sense that they would have a loading zone on a public street. While it is true that trucks enter the site from Frank, it is rare that a truck idles for any length of time on Frank, and in 10 years of living here I have never seen a truck unloaded from Frank St. A review of the final site plan for the CVS development should shed more light on this.

Also, the CVS final site plan requires trees and shrubs in the right of way on Frank. They have been planted and didn't survive evidently. Then they were replanted about 6 years ago but the property owner failed to water the trees (as I did on the Ann St. ROW for two years) and they died again. Doesn't the property owner have a legal obligation to maintain the site in accordance with the final site plan? Irrigation would help, and should have been installed originally, or when the entire parking lot was removed and replaced about two years ago. Instead we are left with a ROW bereft of landscaping but filled with weeds and dog waste.

Thank you.

Eric and Tracey Wolfe

393 E. Frank St.

City of Birmingham
ADVISORY PARKING COMMITTEE
REGULAR MEETING

Birmingham City Hall Commission Room
151 Martin, Birmingham, Michigan
Wednesday, May 3, 2017

MINUTES

These are the minutes for the Advisory Parking Committee ("APC") regular meeting held on Wednesday, May 3, 2017. The meeting was called to order at 7:35 a.m. by Chairman Lex Kuhne.

Present: Chairman Lex Kuhne
Steven Kalczynski
Lisa Krueger
Judith Paskiewicz
Al Vaitas

Absent: Gayle Champagne
Anne Honhart

BSD: Ingrid Tighe

SP+ Parking: Catherine Burch
Sara Burton
Jason O'Dell

Administration: Austin Fletcher, Asst. City Engineer
Paul O'Meara, City Engineer
Carole Salutes, Recording Secretary

RECOGNITION OF GUESTS

Ingrid Tighe was welcomed as the new BSD Chairperson.

MINUTES OF REGULAR MEETING OF APRIL 5, 2017

Motion by Dr. Paskewicz.

Seconded by Ms. Krueger to approve the Minutes of the APC Meeting of April 5, 2017 as presented.

Motion carried, 5-0.

VOICE VOTE:

Yeas: Paskewicz, Krueger, Kalczynski Kuhne, Vaitas

Nays: None

Absent: Champagne, Honhart

420 E. FRANK ST. PUBLIC HEARING

The public hearing opened at 8:05 a.m.

Mr. O'Meara recalled there is a proposal to demolish a couple of buildings on E. Frank St. west of Old Woodward Ave. The Planning Board has already endorsed the idea for one combined parcel containing a five-unit condominium building facing Frank St. At the April 5, 2017 meeting of the APC a public hearing was scheduled to consider a request to remove two existing parking metered spaces on E. Frank St. between Ann St. and S. Old Woodward Ave. in order to construct an access driveway and to extend the existing green space further west. The proposal is to go from five spaces down to two. Notification was sent to all property owners within 300 ft. of this block to alert them to this hearing. Only one written comment against has been received to date from an adjoining homeowner.

As discussed at the last meeting, SP+ surveyed demand for these five parking spaces for five days, during the week of April 17. It was found that if one space is taken out it wouldn't hurt that much, but taking away three will cause an impact on the neighborhood. Also, there are eight monthly permits on Ann St. and this was designated as their overflow area if Ann St. is full. If the overflow area is reduced in size, it is important to consider how that will impact these permits as well.

Based on the survey numbers, it appears that this area is under-utilized, and the need for overflow parking is not a common occurrence. If both Ann St. and Frank St. are full, permit holders would have the opportunity to park for free in either the Pierce St. or Peabody St. Parking Structures.

It can be assumed that demand will generally be low from the new condominium building. Not only does the new development provide the number of on-site parking required for a residential use, additional spaces are proposed for guests.

Chairman Kuhne read an e-mail from Ann Honhart that was in favor of removing up to three parking spaces in order to add trees and other landscaping improvements.

Mr. Sal Bitonti, 709 Ann St., owner of the property, did not think the three spaces are needed. Further, it would alleviate a lot of problems to allow parking on both sides of George and Frank St.

Mr. Kalczynski said he is aware of three additional large buildings scheduled to be built in that area on S. Old Woodward Ave. So he thought taking spaces away will compound the issues and set a precedent.

Motion by Mr. Kalczynski

Seconded by Dr. Vaitas to reject the request to remove three metered parking spaces from E. Frank St., between Ann St. and S. Old Woodward Ave.

Motion failed, 4-1.

VOICE VOTE:

Yeas: Kalczynski, Vaitas, Kuhne, Paskewicz

Nays: Krueger

Absent: Champagne, Honhart

There was no interest on the part of the committee to create another motion to consider. Therefore the street will stay as it is, unless directed otherwise by the City Commission.

The public hearing closed at 8:24 a.m.

PARKING LOT 6 AREA CAPACITY STUDY

Mr. O'Meara recalled that at the April 5, 2017 APC meeting, a public hearing was scheduled to consider various temporary parking options for monthly permit holders using street parking in the area of N. Old Woodward Ave. from Harmon St. to Willits St. Concern was expressed that demand for street parking is excessive, and would only get worse when Old Woodward Ave. south of Willits St. is closed for upcoming construction. The public hearing was intended to alert both parking permit holders, as well as the adjacent neighborhood, that changes were being considered, to be implemented during the construction project.

The proposal was to require that anyone who works in a business south of Harmon St. that possesses a monthly parking permit would have their parking area changed. Options included the parking on the residential permit parking zones on the streets to the east of N. Old Woodward Ave., or to require parking in the N. Old Woodward Ave. or Park St. Structures.



MEMORANDUM

Engineering Dept.

DATE: June 2, 2017

TO: Advisory Parking Committee

FROM: Paul T. O'Meara, City Engineer

SUBJECT: 412-420 E. Frank St.
Proposal to Remove Two Metered Parking Spaces

At the last meeting of the Advisory Parking Committee (APC), a narrow five member panel (out of nine) was present to conduct the meeting. Under these circumstances, a unanimous decision is necessary to pass a motion. Also, for the record, the applicant was not present due to an error on my part. I had inadvertently given him the wrong date for the meeting, otherwise, he would have been present. On May 3, a public hearing was held on the above topic, and the motion put on the floor was to deny the request to remove two parking spaces. The vote was 4-1 in favor of the denial. Since this vote lacked a majority, there was no recommendation to pass on to the Commission. Since the applicant did not get their request approved, it is their intent to proceed for input directly from the City Commission. Rather than moving this forward to the Commission with no recommendation, the hearing was scheduled again for reconsideration.

Public hearing notices to all owners within 300 ft. were sent again to notify the public of this discussion. One new written comment was received as a result of this mailing, which immediately follows this memo. After the one comment, please refer to the attached April 27 memo written for the meeting in May for additional details.



Paul O'Meara <pomeara@bhamgov.org>

APC re Frank St.

1 message

Eric Wolfe <elwolfe1@comcast.net>

Thu, May 25, 2017 at 3:03 PM

To: pomeara@bhamgov.org, Joe Valentine <jvalentine@bhamgov.org>

Dear Paul,

We would like to reiterate our absolute opposition to the developer's proposal to eliminate metered spaces on Frank St. Please include our previous email (below) in the packet as well as our comments herein:

The developer spent considerable time discussing his project with neighbors, however, he failed to *ever* mention this proposal to eliminate parking in front of his new development, which would shift the parking pressure entirely from the front of his development at the expense of neighbors. If he had mentioned this at *any* time we would have opposed his project, since we were relying on his forthrightness and honesty to alter our long held views against multifamily development on this site. In fact, the major consideration with respect to gaining our support was his claim that he would reduce parking pressure in the area by having on-site parking. I don't like to speculate on the motivation of anyone, however it seems puzzling that he overlooked this very important factor of his plan to eliminate metered spaces.

We are not opposed to shifting the metered spaces to the north side of the street, roughly across from his project, if the APC finds that acceptable. Also note that there seems to be plenty of street width even if the indented subject area is filled in to accommodate the desire to plant street trees, benches, etc. It should be noted that in front of our home on Frank St., west of Ann St., and along Frank St. westbound at least to Purdy, it is already narrower than the portion in front of the developer's project, and parking is permitted on one side of the street. Parking is actually permitted on both sides of the street on Frank between Purdy and Pierce. It is our belief that permitting parking on both sides of Frank St. between Old Woodward and Ann St. would actually be beneficial as it would have the effect of lowering the dangerously fast speeds of far too many drivers coming off of Old Woodward heading westbound on Frank St.

The developer has texted me that he wants to talk about this project, which we responded to, however we haven't heard from him again. He has been asked at least twice directly to withdraw this egregious proposal, and he hasn't responded in any manner. Just yesterday we sent him a photograph (see attached) showing the daily situation with the meters in front of his project (meaning almost always occupied). We haven't heard back.

In summary, we strongly oppose this proposal and urge your denial, unless the metered spaces are moved directly across the street from his project. Thank you.

Eric and Tracey Wolfe

393 E. Frank St.

From: Eric Wolfe [mailto:elwolfe1@comcast.net]**Sent:** Thursday, April 27, 2017 12:10 PM

To: 'pomeara@bhamgov.org'; 'Joe Valentine'
Subject: APC re Frank St.

Note: please include with packet for 5/3/17 meeting as I will most likely be unable to attend. Please confirm your receipt. Thank you.

Dear Paul,

My family and I reside at 393 E. Frank St., which would be directly affected by the plan to eliminate three parking metered spaces on the south side of Frank in front of the proposed development at 412-420 E. Frank St. Eliminating these well-utilized spaces will simply shift the parkers to the meters on Ann St., which are already heavily used by permit parkers. I have people parking in front of my home, on the side of my home, using my driveway for turning around, constantly. This would potentially make matters much worse. While I understand one meter he would like to remove is in the area of his proposed garage driveway, the others are not. His desire to keep parkers away from his property by shifting them to others is not acceptable. They should remain in place, as he was aware they were in use when he proposed his multi-family project. I have contacted the developer and he is aware of my views.

It is my understanding that the developer has proposed moving the meters to the north side of Frank St. adjacent to the custom clothier. I was not aware that this part of Frank St. was considered a loading zone for CVS. Since the CVS rear door for deliveries is within their parking lot and at the north end, it doesn't make sense that they would have a loading zone on a public street. While it is true that trucks enter the site from Frank, it is rare that a truck idles for any length of time on Frank, and in 10 years of living here I have never seen a truck unloaded from Frank St. A review of the final site plan for the CVS development should shed more light on this.

Also, the CVS final site plan requires trees and shrubs in the right of way on Frank. They have been planted and didn't survive evidently. Then they were replanted about 6 years ago but the property owner failed to water the trees (as I did on the Ann St. ROW for two years) and they died again. Doesn't the property owner have a legal obligation to maintain the site in accordance with the final site plan? Irrigation would help, and should have been installed originally, or when the entire parking lot was removed and replaced about two years ago. Instead we are left with a ROW bereft of landscaping but filled with weeds and dog waste.

Thank you.

Eric and Tracey Wolfe

393 E. Frank St.



parking situation on Frank St..JPG
111K

DRAFT

City of Birmingham
ADVISORY PARKING COMMITTEE
REGULAR MEETING
Birmingham City Hall Commission Room
151 Martin, Birmingham, Michigan
Wednesday, June 7, 2017

MINUTES

These are the minutes for the Advisory Parking Committee ("APC") regular meeting held on Wednesday, June 7, 2017. The meeting was called to order at 7:32 a.m. by Chairman Lex Kuhne.

Present: Chairman Lex Kuhne
Gayle Champagne
Steven Kalczynski
Lisa Krueger
Judith Paskiewicz
Al Vaitas

Absent: Anne Honhart

BSD: Ingrid Tighe

SP+ Parking: Catherine Burch
Sara Burton
Jason O'Dell

Administration: Austin Fletcher, Asst. City Engineer
Paul O'Meara, City Engineer
Carole Salutes, Recording Secretary

RECOGNITION OF GUESTS (none)

MINUTES OF REGULAR MEETING OF APRIL 5, 2017

Motion by Ms. Champagne

Seconded by Dr. Vaitas to approve the Minutes of the APC Meeting of May 3, 2017 as presented.

Motion carried, 6-0.

VOICE VOTE:

Yeas: Champagne, Vaitas, Kalczynski, Krueger, Kuhne, Paskewicz

Nays: None

Absent: Honhart

420 E. FRANK ST. PUBLIC HEARING

The public hearing opened at 7:38 a.m.

Mr. O'Meara recalled that at the last meeting of the APC, a narrow five member panel (out of nine) was present to conduct the meeting. Under these circumstances, a unanimous decision is necessary to pass a motion. Also, for the record, the applicant was not present due to an error on Mr. O'Meara's part.

On May 3, a public hearing was held on the above topic, and the motion put on the floor was to deny the request to remove two parking spaces. The vote was 4-1 in favor of the denial. Since this vote lacked a majority, there was no recommendation to pass on to the Commission. As the applicant did not get their request approved, it is their intent to proceed for input directly from the City Commission. Rather than moving this forward to the Commission with no recommendation, the hearing was scheduled again for reconsideration.

Public hearing notices to all owners within 300 ft. were sent again to notify the public of this discussion. One resident was heard from, who lives on Ann St. He was concerned about losing any spaces with the idea that it would make Ann St. more in demand. Since then he has talked with Mr. Shekerjian and if the City is able to allow the parking to be moved to a loading zone on the north side of Frank St. he would support the change. However, the owner of the property there has indicated that FedEx and UPS drivers use it regularly.

Mr. John Shekerjian, agent for the developer, noted their five-unit residential building provides ten covered parking spots on-site for their own use plus five extra for guests. That will decrease the impact of parking in the area. Their feeling is that metered parking in front of their development would be a detriment to the residential feeling of their building. The parking spots are proposed to be replaced with trees and landscaping in front of their entrance. They were not necessarily considering relocating the parking to the loading area on the other side of the street, but rather to the green belt on the west edge of that loading zone adjacent to the parking lot. That way everything would be commercial on that side of the street, and residential on their side.

DRAFT

Committee members agreed the positive side is that the developer would be providing additional parking and enhancing the neighborhood by adding green space.

There were no public comments at 8 a.m.

Motion by Ms. Krueger

Seconded by Ms. Champagne to recommend to the City Commission to remove three metered parking spaces on the south side of E. Frank St., between Ann St. and S. Old Woodward Ave., and move two spaces to the north side of the street, adding two new metered spots and allowing for the property to proceed as designed.

Motion carried, 6-0.

VOICE VOTE:

Yeas: Krueger, Champagne, Kalczynski, Kuhne, Paskewicz, Vaitas

Nays: None

Absent: Honhart

There was no further discussion from the public and the public hearing closed at 8:03 p.m.

PARKING LOT 6 AREA CAPACITY STUDY

Mr. O'Meara noted that during the April 5, 2017 meeting of the APC a discussion was held about possible temporary changes that could be considered in preparation for the planned reconstruction of Old Woodward Ave. Data was put together for the May 3, 2017 meeting that clarified some permit holders are not located near the metered parking spaces that their permit allows them to park in. The committee discussed creating a new rule that would require that any employee from a business located south of the N. Old Woodward Ave. and Euclid Ave. intersection would not be allowed to purchase a Parking Lot 6 permit.

This rule would impact nine permit holders. The APC suggested that these nine permit holders would be offered the chance to park in the parking structure of their choice, if this rule does indeed pass. This effort should provide slightly better parking space availability on N. Old Woodward Ave. once these permit holders are relocated into a parking structure.

In order to get input from the area, all current Lot 6 permit holders were mailed a notice from the SP+ office. To date, no letters or phone calls have been received regarding this matter.



MEMORANDUM

Engineering Dept.

DATE: June 16, 2017

TO: Joseph Valentine, City Manager

FROM: Paul T. O'Meara, City Engineer

SUBJECT: Parking Lot 6 Area Monthly Parking Permits
Authorized Sales Area

Sale of monthly permits for employees working in the area of Municipal Parking Lot #6 (located at 600 N. Old Woodward Ave.), dates back to the 1980's. During that time, in order to accommodate more demand, the permit area has expanded to include not only the parking lot, but many metered parking spaces on N. Old Woodward Ave., extending from north of Oak St., to just north of Willits St.

As demand for street parking in this area is very strong, discussions about possible changes have been underway at the most recent Advisory Parking Committee (APC) meetings. In May, a map was created by SP+ indicating where current parking permit holders actually worked. It was noted that several permits were being used by people that did not work in the immediate area. As the waiting list for the five parking structures has grown long, some people have discovered that the waiting list for a permit in this area is much shorter. Permits have been purchased allowing relatively economical parking on the street, which can be attractive to some that many have to walk two or three blocks to get to work, if the price is right.

With parking in high demand, it is not appropriate that street meters are being used for several hours a day by employees that may work much closer to a parking structure than to this area. Those meters need to be kept open and available for customers and visitors of businesses within close vicinity. With that in mind, a public hearing was held at the June 7, 2017 APC meeting to discuss the suggestion that Lot 6 Monthly Permit sales could potentially be restricted to those working at a business north of Euclid Ave. There was no comment at the hearing from the public. At the time of the hearing, there were nine permit holders that would be affected by this change. Since these permit holders were not ever made to feel that they were doing something wrong, the APC felt that as a part of creating this rule, the nine permit holders should be offered the opportunity to purchase a permit at the parking structure of their choice. Doing so would likely spread them to more than one building, and it would effectively remove nine permit holders from using meters on the street.

At the conclusion of the public hearing, the following recommendation was passed, with a vote of 6-0:

WHEREAS, monthly parking permits have been sold for over 30 years to businesses and employees located in the area of Parking Lot 6 in order to provide long term parking in the Parking Lot at a reasonable cost, and

WHEREAS, as parking demand in the area has increased over the past 20 years, the City has expanded permit parking areas to now include designated parking meters on N. Old Woodward Ave. from north of Oak St. to Willits St., and

WHEREAS, the waiting time to purchase a monthly permit at all five parking structures is now much longer than the waiting time for a monthly permit from the Parking Lot 6 area, and

WHEREAS, certain employees work in businesses that are a considerable distance from Parking Lot 6 now purchase these permits, giving them permission to park at meters directly on N. Old Woodward Ave., even though they would prefer to park in a parking structure,

THEREFORE, the Advisory Parking Committee hereby recommends that Parking Lot 6 permits may only be sold to business owners and employees located in a business north of the intersection of N. Old Woodward Ave. and Euclid Ave., and further, that all current permit holders affected by this change will be allowed the opportunity to purchase monthly permits in the same number currently owned at the parking structure of their choice.

A suggested resolution follows:

SUGGESTED RESOLUTION:

To concur with the Advisory Parking Committee, and to direct staff to restrict all future Parking Lot 6 area monthly permit sales to employees working at businesses located north of the intersection of N. Old Woodward Ave. and Euclid Ave., and further, to allow current Lot 6 area permit holders located south of Euclid Ave. to purchase a monthly permit in the parking structure of their choice.



MEMORANDUM

Engineering Dept.

DATE: March 31, 2017

TO: Advisory Parking Committee

FROM: Paul T. O'Meara, City Engineer

SUBJECT: N. Old Woodward Ave. Area –
Temporary Parking Proposal

As you may be aware, the N. Old Woodward Ave. corridor has been experiencing a parking capacity issue on a regular basis, particularly during the early afternoon hours, and especially on Wednesdays, Thursdays, and Fridays. Merchants along the corridor have expressed frustration that the City is not able to make meaningful improvements to address this issue.

Robert Greenstone, of Greenstone Jewelers (430 N. Old Woodward Ave.), has expressed similar concerns. Since he is closer to the downtown than most of the Parking Lot 6 area merchants, he is also concerned about the upcoming downtown reconstruction project. He has proposed an idea that he is asking the Advisory Parking Committee to explore. Twice before during City construction projects, the City was able to move monthly parking permit holders away from metered spaces to adjacent residential streets. (The residential streets in the area generally require that a residential parking permit be displayed, effectively banning any commercial related parking on the street.) This tactic was used in 2007, when this section of Old Woodward Ave. was reconstructed, and for a short period in 2016, when a sewer project was completed within Parking Lot #6. The streets impacted at that time were west of Old Woodward Ave., and north of Booth Park.

The recommendation at this time, as requested, focuses on a different neighborhood, east of Old Woodward Ave., and immediately north of Oakland Blvd. (closer to the proposed 2017 street closure). The streets being asked for consideration are Ravine, Euclid, Ferndale, and Park, as shown on the attached map.

First, it is important to clarify some statements from Mr. Greenstone's letter:

1. The letter states that the N. Old Woodward Ave. Parking Structure "...becomes nearly or completely full until after 4:00 pm on the peak days of Wednesdays through Friday." As you know, the City has been funding additional staff on the roof of the structure every Tuesday through Thursday to stack extra cars on the roof, helping to avoid a complete closure of the structure. Since the beginning of the year, the valet has only been needed one day in January, and twice in March (none in February). We acknowledge that demand is down this time of year, but the structure would have only been filled to capacity on three occasions over the past three months, even if there was no valet service. With the valet, the structure has not been full to the point where it was not allowing the entrance of vehicles since last June. The City stands ready to have the

valet operate more than just three days per week if demand grows to the point where that is needed.

2. "From Wednesday through Friday, permit holders ...(are forced into) the structure at daily rates." Permit holders may have to use the structure when they would prefer to use a street space. However, they should not be paying for the parking, since they have free parking privileges at any structure if their assigned area is full.
3. "The Brookside Condominium construction project (369 N. Old Woodward Ave.) ...has taken out sixteen metered street spaces, and it has taken a similar number of spaces from the surface lot next to the structure." The actual number of spaces closed for this project are 14 on the street, and 8 in the parking lot. These spaces were not closed lightly, but were done so only as necessary to keep the public away from areas that would be hazardous to have open. Once the basement levels of the structure are finished, a temporary driveway to the lower level will be closed, and three to four more street parking spaces will be opened back to the public.

As was discussed at the last APC meeting, the Old Woodward Ave. Reconstruction Project will require the closure of about 130 metered street parking spaces. To help compensate for this loss, the City Commission has authorized the funds to allow rooftop valet operations to open at four of the five parking structures, including N. Old Woodward Ave. and Park St. The valet operations will allow SP+ staff to stack cars on the roof as demand requires, effectively increasing the total count of parking in the structures by about 250 parking spaces. While these spaces will not be as desirable to the general public, they will provide a place for employees and customers to go when the street spaces are closed. The following information has been assembled regarding the residential permit parking zone to the east of Old Woodward Ave.:

Street	Limits	Parking Available	Approx. Space Count
Ravine	Ferndale to Park	South Side Only	9
Euclid	Old Woodward to Park	North Side Only	11 ¹
Ferndale	Ravine to Oakland	East Side Only	19
Park	Ravine to Oakland	Both Sides	40 ²

Mr. Greenstone suggested that only permits from the businesses south of Harmon St. be allowed to park on these streets as an alternative to their normal parking area. Photos were attached from a Wednesday afternoon to demonstrate that parking demand from the residents is low this time of day, leaving the streets relatively empty of parked cars.

The following are some thoughts from staff:

¹ The number shown does not include three metered parking spaces closest to Old Woodward Ave.

² Parking 40 vehicles on this street on a regular basis would be a hardship for the immediate neighbors, as the pavement is narrow and use of the street would become difficult.

1. It is difficult to predict what reactions the City will get from residents if it is suggested that the City is suggesting a change in policy that will in effect allow the impact of the commercial district come into their neighborhood. If the APC wishes to seriously consider this proposal, the following steps are suggested:
 - a. Usage surveys should be taken of the metered permit parking area under consideration to help confirm if it is filling to capacity on a regular basis. The spaces that would be of interest are all the metered parking spaces on the west side of Old Woodward Ave., from Harmon St. to Willits St. We acknowledge Mr. Greenstone's concern that demand will increase in this area as the weather gets warmer, so the survey could be postponed until after Easter, but before the next meeting. Counts are suggested at 10 AM and 2 PM, for a five day week.
 - b. Similarly, a usage survey should be taken of the four residential streets under consideration. The counting should be done the same times to help correlate.
 - c. All property owners and permit holders should be alerted to this topic, and invited to the next APC meeting so that their perspectives can be determined.
2. It is not known how many monthly permits are issued to businesses south of Harmon St. SP+ has been asked to determine this for the meeting on Wednesday, so we can understand how many cars this idea would involve.
3. Mr. Greenstone is suggesting that this would be an optional offering for the permit holders. If the City goes to the trouble of creating this area, but the monthly permit holders primarily continue to park at their normal metered parking spaces, then there will not be much gained. Depending on the number involved, staff recommends that permit privileges be changed for anyone working at a business in this select area, so that the metered parking spaces can be opened up for the general public.
4. As noted above, the City will be operating rooftop valet parking at both the N. Old Woodward Ave. and Park St. Structures, effectively increasing the number of cars that can be parked in these two facilities by 100. If the APC or City Commission is uncomfortable with moving employee cars onto residential streets, another option would be to require these permit holders to park in either parking structure. While this would be less desirable for the employees, it will produce the same desired effect, while not impacting the adjacent neighborhood.

There may be other options that become apparent once the APC meets and discusses this issue further. Likely, more data needs to be collected, which the committee can direct as desired. If the policy will impact a large number of people, either employees or residents, a public hearing is recommended, for which a resolution will be required.



Paul O'Meara <pomeara@bhamgov.org>

Advisory Parking Committee - April 4, 2017 Parking study of North Old Woodward - from Oakland to Harmon.

1 message

Robert Greenstone <robert@greenstonesjewelers.com>
To: Paul O'Meara <pomeara@bhamgov.org>

Fri, Mar 31, 2017 at 12:02 PM



Advisory Parking Committee - April 4, 2017 Parking study of North Old Woodward - from Oakland to Harmon.

Metered spaces along both the east and west sides of North Old Woodward, from Oakland to Harmon, are full on Wednesday through Friday, as early as 9:30am until after 3:00pm.

The North Old Woodward Structure has some 4th floor and roof spaces available until after 9:00am, then it becomes nearly or completely full until after 4:00pm on the peak days of Wednesday through Friday.

Lot 6 has non-permit spaces open until 12:00 noon on the peak-use days of Wednesday through Friday, then it is usually full until after 3:00pm

From Wednesday through Friday, permit holders may not find an open a space along the west side of North Old Woodward from Oakland to Harmon, forcing them to the structure at daily rates, and using up a scarce spaces in the structure.

The Brookside Condominium construction project on North Old Woodward, just north of the structure, has taken out sixteen metered street spaces, and it has taken a similar number of spaces from the surface lot next to the structure.

This loss of over thirty spaces has had a significant impact on parking availability. The project will continue into 2018.

These observations are made during a relatively quiet period in March when many residents and business patrons have not yet returned to the area from winter destinations and school vacations. Booth park is quiet now, and will become very busy during daylight hours from May through August.

There will soon be a major road reconstruction project on Old Woodward, from Oakland to Brown Street. This project, and the detours required, will place additional pressure on the already scarce street parking from Oakland to Oak Street. The municipal valet parking that has been authorized will remove several more metered spaces, and will require use of additional spaces in the structure.

The residential streets just east of North Old Woodward - Euclid, Ferndale, Park and Ravine - have a number of residential permit spaces that appear to go unused on weekdays between the hours of 9:00am and 6:00pm.

(Photos attached were taken on Wednesday, March 29th, 2017, at from 1:30 to 2:00pm.)

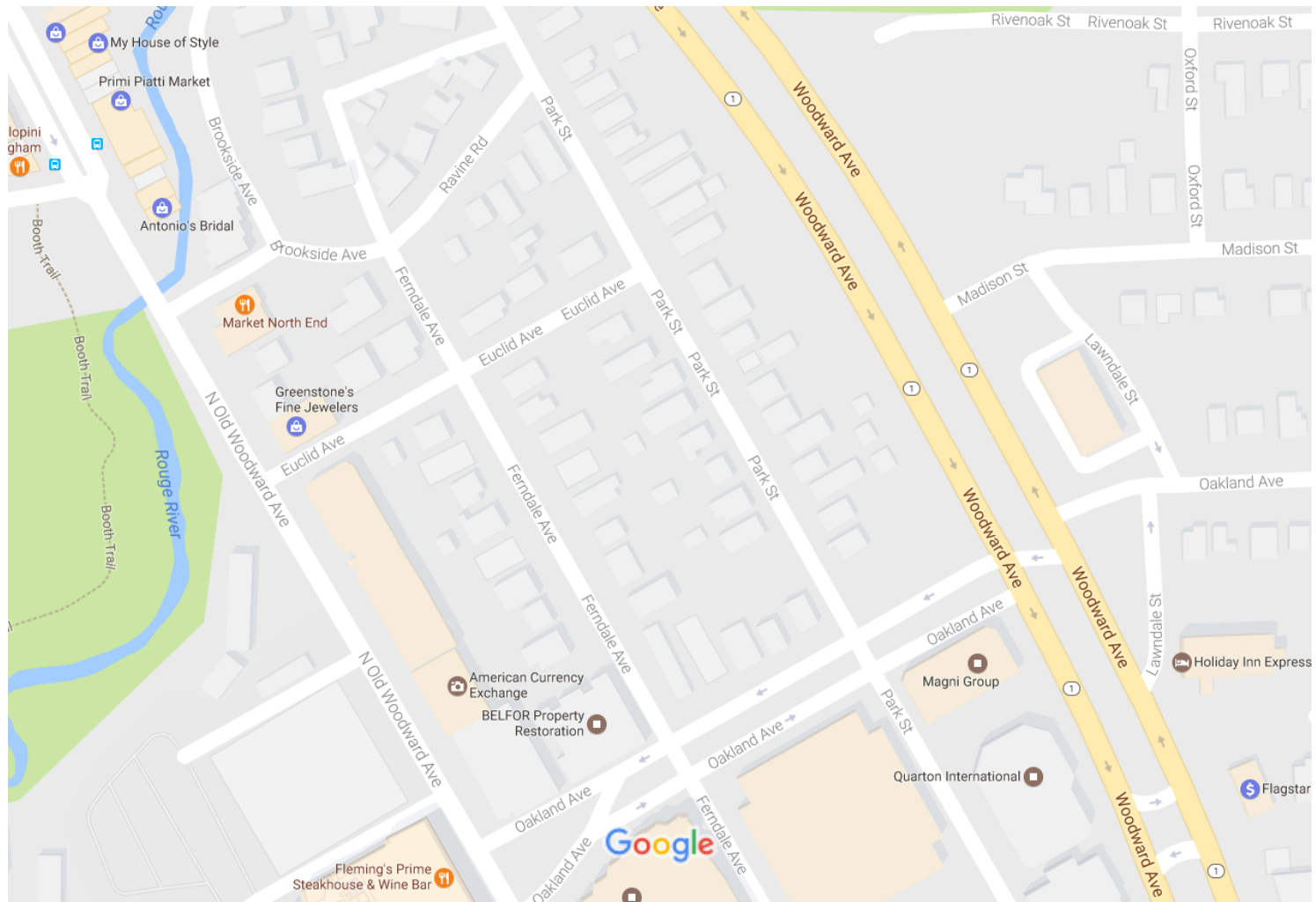
To reduce pressure on street and structure parking, it is suggested that those who hold permits for metered street parking along the west side of North Old Woodward from Oakland to Harmon be allowed to park in the residential permit areas of the streets listed, on weekdays between the hours of 9:00am and 6:00pm.

Thank you for your attention and consideration.

Very truly,

Robert Greenstone
Greenstone's Jewelers
430 North Old Woodward
[248.642.2650](tel:248.642.2650)

Photos sent in a separate message.























City of Birmingham
ADVISORY PARKING COMMITTEE
REGULAR MEETING
Birmingham City Hall Commission Room
151 Martin, Birmingham, Michigan
Wednesday, April 5, 2017

MINUTES

These are the minutes for the Advisory Parking Committee ("APC") regular meeting held on Wednesday, April 5, 2017. The meeting was called to order at 7:35 a.m. by Chairman Lex Kuhne.

Present: Chairman Lex Kuhne
Gayle Champagne
Anne Honhart
Steven Kalczynski
Lisa Krueger
Judith Paskiewicz
Al Vaitas

Absent: None

BSD: None

SP+ Parking: Catherine Burch
Sara Burton
Jason O'Dell

Administration: Mark Clemence, Police Chief
Austin Fletcher, Asst. City Engineer
Paul O'Meara, City Engineer
Carole Salutes, Recording Secretary

RECOGNITION OF GUESTS (none)

MINUTES OF REGULAR MEETING OF MARCH 1, 2017

Motion by Ms. Champagne
Seconded by Ms. Honhart to approve the Minutes of the APC Meeting of March 1, 2017 as presented.

Motion carried, 5-0.

VOICE VOTE:

Yeas: Champagne, Honhart, Kalczynski, Krueger, Kuhne, Paskewicz, Vaitas

Nays: None

Absent: None

LIBERTY PARKING METER UPDATE

Chief Clemence reported that the City bought 1,277 Civic Smart parking meters as well as the vehicle detection system. The first meters are scheduled to arrive the first week of May. An RFP was put out yesterday for bidders on credit card processing. Bids are due back by April 18. During the first week of May the new hand held computers will arrive. They can tell parking enforcement staff where violations and open spaces are. Commission approval for the credit card processor is expected in early May. Installation of meters will start in the middle of May. Lastly, the sensor detectors will be added the first week of June after all the meters are installed. Hopefully everything will be wrapped up by the end of June.

A media campaign will be associated with the meters.

344 HAMILTON AVE. DINING DECK

The Engineering Dept. has received two positive responses to this request. Mr. O'Meara distributed emails to confirm this.

Mr. O'Meara advised that Seven Greens is a relatively new restaurant and they specialize in fresh salads and smoothies. Ms. Kelly Schaefer is the owner of the business. Ms. Schaefer is seeking permission to build a dining deck in front of the business. The building has a 25 ft. frontage and she is asking for the full 25 ft. frontage for dining which is two parking spots. Knowing that parking is in demand, she will accept a smaller deck.

If the APC is inclined to approve this request, it will then go before the Planning Board for consideration of the design and layout. No alcohol will be served at this location and therefore no approval is required from the City Commission.

Ms. Schaefer passed around the material that would be used for the deck and stated that the use of one parking spot would be great. She noted there was an electrical fire in her building which has damaged the restaurant. As a result, they probably wouldn't use the deck until Fall.

Mr. Kalcynski asked if guidelines could be created to help the Committee determine when there are too many requests for decks within a certain area. Mr. O'Meara recalled that the Planning Board was resistant to setting guidelines where only so many decks would be allowed on a particular block.

Mr. O'Dell noted that the Park St. Structure has not been filling up as it did last year. The majority of the Committee decided that this street seems to have the capacity for a deck.

Motion by Ms. Champagne

Seconded by Dr. Paskewicz to recommend to the Planning Board the approval of a dining deck for Seven Greens Restaurant, 344 Hamilton Ave., taking up one parking space during the approved outdoor dining season.

Mr. Kalczynski recommended they begin to have discussions and to get further direction philosophically for the City on this topic. The chairman noted that he would have a conversation with the chair of the Planning Board. Dr. Vaitas thought it is counterintuitive for this committee to take away parking spaces. The chairman observed that is a continuing struggle.

Motion carried, 6-1.

VOICE VOTE:

Yeas: Champagne, Paskewicz, Honhart, Kalczynski, Krueger, Kuhne

Nays: Vaitas

Absent: None

420 E. FRANK ST. PARKING PROPOSAL

The applicant's agent, Mr. John Shekerjian, was not present.

Mr. O'Meara advised that the Planning Board has approved a site plan for a new five-unit condominium at the southeast corner of E. Frank St. and Ann St. The applicant is requesting to remove three of the five parking spaces on the south side of the block. One space would be to allow room for a new driveway, while the other two would make room for improved landscaping. It is difficult to determine the impact this would have on the surrounding businesses without first collecting usage data, and requesting input from the neighbors. The building owner across the street has been contacted relative to potentially removing the loading zone in favor of two new metered parking spaces. The owner indicated that she would not be in favor of this, as the area is needed for unloading of

goods for the various tenants. The parking lot is not set up for large trucks to enter and exit.

It was discussed the spaces could be used for 555 Building and Phoenicia parking. Mr. O'Dell noted there is signage at the entrance to the CVS parking lot across the street that restricts parking to customers only.

Mr. O'Meara indicated he will invite CVS and the immediate homeowners to the next public hearing. Dr. Paskewicz observed that taking parking spaces away to increase the worth of a condominium is not the same as taking parking away to provide a use that benefits the wider community.

Motion by Ms. Krueger

Seconded by Ms. Honhart to schedule a public hearing to consider the removal of three metered parking spaces on E. Frank St., between Ann St. and Woodward Ave., at the May 3, 2017 Advisory Parking Committee meeting. Further, to direct staff to collect usage data on the subject parking spaces and loading zone prior to the meeting for review at that time.

Motion carried, 7-0.

VOICE VOTE:

Yeas: Krueger, Honhart, Champagne, Kalczynski, Kuhne, Paskewicz, Vaitas

Nays: None

Absent: None

PARKING LOT 6 CAPACITY ISSUE

Mr. O'Meara stated he has been talking to Mr. Robert Greenstone, of Greenstone Jewelers , 430 N. Old Woodward Ave., and Mr. Greenstone is expressing concern about the current lack of parking and that it could get worse in the future because of the upcoming downtown reconstruction project. He is concerned there won't be any place left in his area for customers to park. He has been watching the parking dynamics and noticed there are not many people parking on Ferndale St. and Park St. in the middle of the day because a Residential Permit Zone has been created there. He would like to explore the idea of having that area opened up just during the construction project for the monthly Lot 6 permits that are primarily south of Harmon (38 permits). That would leave the Lot 6 area for customers to park. The other option would be to push the permit holders into the parking structure rather than the neighborhood.

Mr. Greenstone spoke said there are never any spaces available in Lot 6. The construction of the Brookside Condominiums has taken out several parking spaces. Therefore, there is a lot of pressure on parking. From Wednesday through Friday, before mid-day until mid-afternoon there are no street spaces available along N. Old

Woodward Ave. Also, Lot 6 pretty well fills up by noon until later afternoon. That leaves the area with no parking turnover to allow visitors to park. He has walked through the residential area behind N. Old Woodward Ave. between Ravine, Euclid, Ferndale, and Park and observed lots of open spaces during business hours.

It was agreed that a message about being able to park free in a structure when the permit area is full should be communicated to permit holders. Mr. O'Dell noted that information is on the permit application but there is not much turnover in the Lot 6 passes. The people that have Lot 6 passes have had them for years and have not seen their application in years. A map is handed out whenever requested that shows where people can park. When permit holders state that they cannot find a space, they are told they can park in the N. Old Woodward Structure.

Mr. O'Meara suggested that data could be collected that would count usage in the immediate N. Old Woodward area as well as on Ravine, Euclid, Ferndale, and Park if the committee wants to explore that idea. Also, everyone that might be involved could be invited to a public hearing to consider the two options: 1) to allow parking in the residential permit area; or 2) converting the 38 permits to park in the structure during the construction period. The rooftop valet will be operating in both of the nearby structures, and it will create an extra 100 spaces between the two of them.

Chairman Kuhne said it will be necessary to talk to the residents in the Ravines area before construction starts to get them to buy in. If parking is allowed it will deter delivery trucks from cutting through, as well as cut down traffic speed. Mr. O'Dell expressed the opinion that it would be a better idea to use the side streets for the 38 permit holders because if they park in the structure it would take away from the daily parkers.

It was concluded that a traffic study will be done in the Ravines area as well as along N. Old Woodward Ave. in order to determine the demand. Also, a map will be created that shows where the 38 people are actually working.

Motion by Mr. Kalczynski

Seconded by Dr. Vaitas to hold a public hearing to investigate solutions to the metered parking and permit parking concerns with regard to the construction related to Lot 6 and the Little San Francisco area and whether the solutions would be mandatory or voluntary, particularly for those businesses south of Harmon. This will apply only to the Downtown Old Woodward Ave. construction period.

Motion carried, 7-0.

VOICE VOTE:

Yeas: Kalczynski, Vaitas, Champagne, Honhart, Krueger, Kuhne, Paskewicz



MEMORANDUM

Engineering Dept.

DATE: April 27, 2017

TO: Advisory Parking Committee

FROM: Paul T. O'Meara, City Engineer

SUBJECT: Parking Lot #6 Area
Capacity Study

At the April 5, 2017 Advisory Parking Committee (APC) meeting, a public hearing was scheduled to consider various temporary parking options for monthly permit holders using street parking in the area of N. Old Woodward Ave. from Harmon St. to Willits St. Business owner Robert Greenstone (430 N. Old Woodward Ave.) expressed concern that demand for street parking is excessive, and would only get worse when Old Woodward Ave. south of Willits St. is closed for upcoming construction. The public hearing was intended to alert both parking permit holders, as well as the adjacent neighborhood, that changes were being considered, to be implemented during the construction project.

The proposal was to require that anyone who works in a business south of Harmon St. that possesses a monthly parking permit would have their parking area changed during the construction project. Options included the parking on the residential permit parking zones on the streets to the east of N. Old Woodward Ave., or to require parking in the N. Old Woodward Ave. or Park St. Structures.

On April 24, the City Commission reviewed the bids received for the Old Woodward Ave. construction project. Prices were much higher than budgeted, and it was decided to postpone the project until early 2018. No construction will proceed on downtown streets this summer. With that change, staff made the decision to cancel this hearing. Since data was already being collected, and the construction project will occur next year, we felt that review of the data and further discussion about possible options would be appropriate. With that in mind, following is a review of the survey data received:

N. OLD WOODWARD AVE. – PARKING DEMAND

As many of you will recall, the various blocks of the N. Old Woodward Ave. parking areas have been designated with a letter to differentiate them, in accordance with the attached map. Survey data was collected specifically on five areas, in order to capture the level of demand being seen in this area. Surveys were taken for five days during the week of April 17, 2017, during the times of 10 AM, noon, and 2 PM (attached). To summarize, the average occupancy seen over the five day period for each area is as follows:

Block	10 AM	12 PM	2 PM
I	93%	99%	93%
J	62%	90%	72%
E2	51%	84%	83%
K	76%	96%	98%
L	44%	88%	84%

Of particular concern are the following:

Area I – Historically, Area I contained 49 parking spaces. The meters allow for up to 12-hour parking. Area I was also designated as both a regular and economy monthly parking zone many years ago due to its relatively remote location relative to any particular business. Area I has been temporarily reduced in size by 14 parking spaces (29%) due to safety concerns with the adjacent building construction. Once the building is finished, the driveway that existed with the previous building use will not be rebuilt, allowing an increase in parking spaces from what is there today.

The current numbers indicate that this area is effectively full large amounts of the business days. It is not clear to what extent the current reduction in spaces is impacting this number, but it is likely related. The APC may wish to consider changes to the permit parking zones in order to reduce demand on these spaces, and making them more available to transient customers. Changes can be made by either:

- Removing some or all of the monthly permit parking allowed in this area.
- Reducing the number of hours that a vehicle can be parked here at a paid meter.

Area K – Area K is much smaller, containing 9 parking spaces, with a 2-hour time limit. It appears to be effectively full at the noon and 2 PM time periods. Mr. Greenstone has asked that this area be changed from its current 2-hour time limit to 1-hour, thereby encouraging turnover. When this issue was discussed formally several years ago, no action was taken, as the majority of the businesses preferred the 2-hour designation. This area has never been designated for long term monthly permit parking.

RESIDENTIAL PERMIT PARKING ZONE EAST OF N. OLD WOODWARD AVE.:

To review the subject area, the table below summarizes the four streets being considered for monthly permit parking, and their capacities:

Street	Limits	Parking Available	Approx. Space Count
Ravine	Ferndale to Park	South Side Only	9
Euclid	Old Woodward to Park	North Side Only	11 ¹
Ferndale	Ravine to Oakland	East Side Only	19
Park	Ravine to Oakland	Both Sides	40 ²

At last month's meeting, it was identified that approximately 37 monthly permits are being held by permit holders south of Harmon St. The distribution of the work locations for these permit holders is indicated in the attached map. If we apply the normal industry rule that 60% of monthly permit holders need to park their car at the same time, that would result in a demand of 22 cars that need to be moved into the neighborhood.

As shown on the above table, current demand for parking within the residential permit parking zone east of N. Old Woodward Ave. indicates that there is excess capacity the majority of the time:

Averaged Demand – Week of April 17	10 AM	12 PM	2 PM
Ravine – Ferndale to Park	36%	47%	36%
Euclid – Old Woodward to Park	47%	55%	53%
Ferndale – Ravine to Oakland	25%	32%	38%
Park – Ravine to Oakland	17%	20%	14%

Considering that Park St. would be the least desirable street for permit holders to park on (due to the further walking distance involved), it can be assumed that the other streets (Ravine, Euclid, and Ferndale) will be close to capacity during peak demand hours. This may result in displacing residents away from their own homes in a way that they are not used to.

The other option would be to require the 37 permit holders to park in the adjacent parking structures. As shown on the attached parking demand counts for both structures, during the week of April 17, there was one day out of the five that just the Park St. Structure was nearing capacity. These numbers do not reflect that during the upcoming downtown construction project, rooftop valet operations at both locations will effectively provide another 100 parking spaces total.

Given the survey options, if the construction project were proceeding at this time, staff would recommend that the 38 vehicles be given the opportunity to park in either parking structure, and not be allowed to park on any street. The Committee is encouraged to review this further. Assuming the Old Woodward Ave. construction proceeds early in 2018, the APC will need to consider which direction they wish to go later this year.

¹ The number shown does not include three metered parking spaces closest to Old Woodward Ave.

² Parking 40 vehicles on this street on a regular basis would be a hardship for the immediate neighbors, as the pavement is narrow and use of the street would become difficult.

PARKING LOT 6 AREA PERMITS

Other than the demand issues noted above, collection of the data points to another issue that may need to be addressed. Monthly permits at Parking Lot 6 were originally created in a different time when monthly permits were generally available at various parking structures. People working around Parking Lot 6 would buy a Lot 6 permit, and people working near a parking structure would buy a permit in their closest structure. With the current long waiting lists at all five structures, the map showing where people are working when they buy a permit shows usage in areas not originally intended. An employee working anywhere in the district can buy a Lot 6 permit to park on the street near the N. Old Woodward Ave. Parking Structure easier and cheaper than they can get a permit in the structure. Given the current demand for parking on the street, adjustments are recommended.

More specifically, there are currently 6 permit holders working at locations south of the N. Old Woodward Ave. Parking Structure. In addition, there are 23 more permit holders working at locations south of Ravine Rd., 500 ft. away from the parking structure at the most. Employees working in such close proximity to a parking structure are being incentivized to park on the street, which is unfortunate. By moving this demand off the street, more spaces would be made available for customers, or at least, for other monthly permit holders who work further north that are now sometimes unable to find any parking in their designated area at all.

Parking Lot 6 permits are not sold the same as parking structure permits. They are sold in three month blocks. Current permit holders are given a short advance notice that it is time to buy for the next period. If they elect not to, they are then made available to others on a first come basis. Like any other monthly permit, customers must work in a building within the Parking Assessment District. Their location within the district, however, has never been checked. A new rule could be created such that those wishing to buy Parking Lot 6 Area permits must be working in a building not only within the assessment district, but also north of Ravine Rd. only. All others would be required to secure a permit in a parking structure. Removal of the current people in the area could be handled several ways:

1. All affected permit holders not within the new district would simply be disqualified from future purchases.
2. All affected permit holders could be granted the opportunity to buy a permit in a parking structure, setting aside the waiting list.

There are problems with both approaches. Input from the Committee is requested.

While preparing for this memo, it was noted by a local business person that Parking Lot 6 tends to be under-utilized compared to the street parking on the west side of the street. It is possible that more survey data needs to be collected to reconsider how the monthly permit areas are being managed. Finally, new parking meters with higher rates will be implemented sometime within the next 45 days. Higher rates at the meters may also modify the demand on the streets. It may be premature to take survey data at this time until the new meter rates are in effect, and demands adjust accordingly.





To summarize the various concerns raised in this letter, the following items are noted for APC input at this time:

- Regarding the temporary change in monthly permit parking during the upcoming construction project, potentially requiring all permit holders south of Harmon St. to park in a parking structure during that time period when street parking is scarce.
- Potentially modifying the time limit for parking in Area I from 12-hour to a shorter time period.
- Potentially requiring that all Lot 6 Area permit holders be required to work in a business north of Ravine Rd. (in addition to being within the Parking Assessment District).



Given the upcoming change in meter rates, it is recommended that no surveying of parking demand be conducted at this time.

Lot 6 Permit map

Regular \$210

-  A1 - 20 shared spaces
-  A2 - 16 Spaces
-  B - 22 spaces
-  E1 - 5 spaces
-  G - 57 spaces
-  H - 21 spaces
-  I - 49 shared spaces

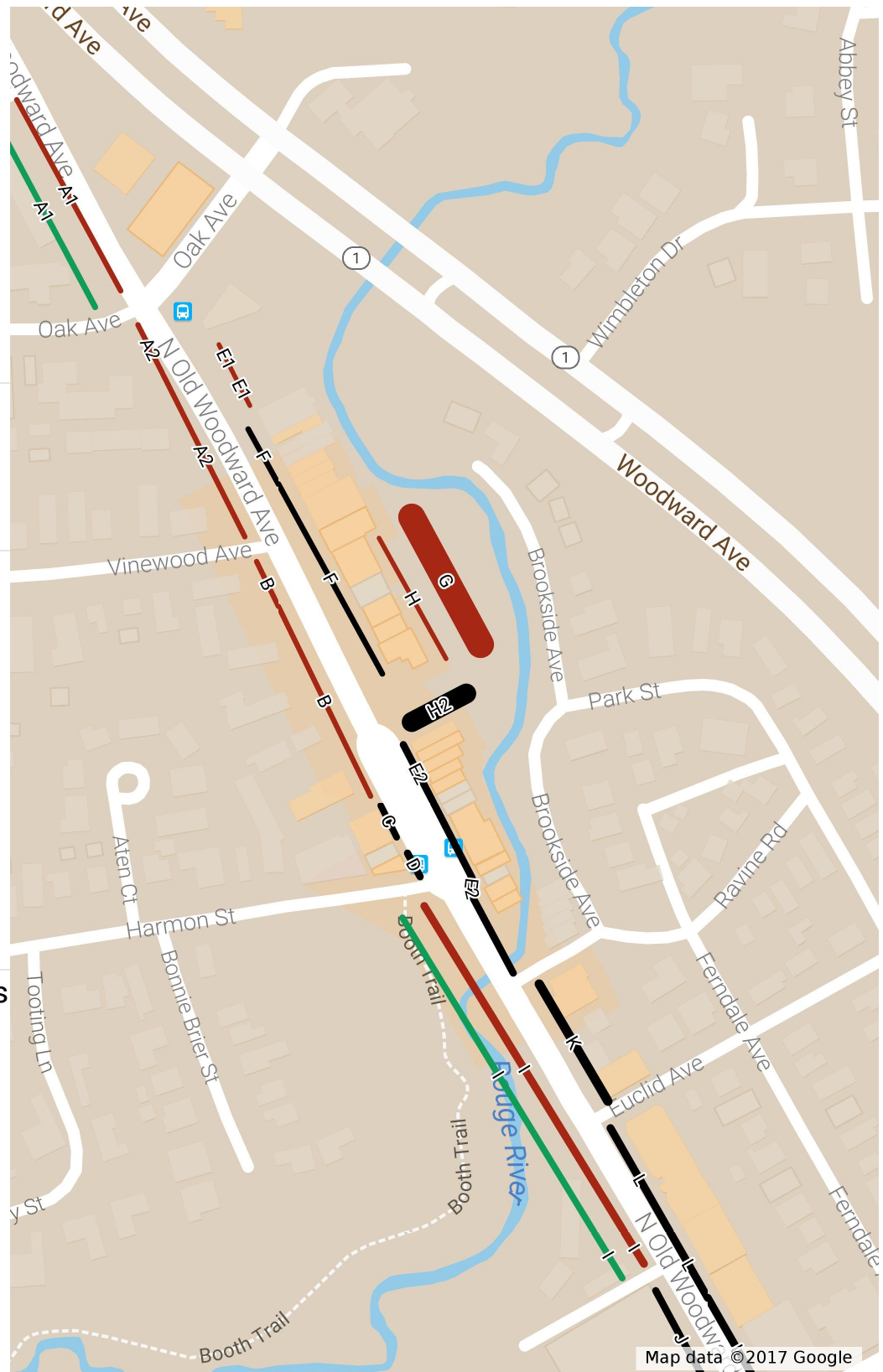
Economy \$150

-  A1 - 20 shared spaces
-  I - 49 shared spaces

Meter Only - No Permit Parking

-  C - 2 spaces
-  D - 4 spaces
-  E2 - 21 spaces
-  F - 70 spaces
-  H2 - 52 spaces
-  J - 12 spaces
-  K - 9 spaces
-  L - 31 spaces

Issuance of a lot 6 permit does not guarantee the availability of a parking space. If no spaces are available, permit holders may park in the nearest structure.



N.O.W. South of Harmon Meter Survey

Date: 4/17/17



N. Old Woodward East

Section L 31 spaces total	10a	12p	2p
Spaces Occupied	11	27	29
Percentage Occupied	35%	87%	94%

N. Old Woodward East

Section K 9 spaces total	10a	12p	2p
Spaces Occupied	6	9	9
Percentage Occupied	68%	100%	100%

N. Old Woodward East

Section E2 21 spaces total	10a	12p	2p
Spaces Occupied	10	19	16
Percentage Occupied	48%	90%	76%

N. Old Woodward West

Section I 49 spaces total	10a	12p	2p
Spaces Occupied	44	48	49
Percentage Occupied	90%	98%	100%

N. Old Woodward West

Section J 12 spaces total	10a	12p	2p
Spaces Occupied	8	11	8
Percentage Occupied	67%	92%	67%

N.O.W. South of Harmon Meter Survey

Date: 4/18/17



N. Old Woodward East

Section L 31 spaces total	10a	12p	2p
Spaces Occupied	13	27	21
Percentage Occupied	42%	87%	68%

N. Old Woodward East

Section K 9 spaces total	10a	12p	2p
Spaces Occupied	7	9	9
Percentage Occupied	78%	100%	100%

N. Old Woodward East

Section E2 21 spaces total	10a	12p	2p
Spaces Occupied	8	20	16
Percentage Occupied	62%	74%	76%

N. Old Woodward West

Section I 49 spaces total	10a	12p	2p
Spaces Occupied	45	49	48
Percentage Occupied	92%	100%	68%

N. Old Woodward West

Section J 12 spaces total	10a	12p	2p
Spaces Occupied	8	11	7
Percentage Occupied	67%	92%	58%

N.O.W. South of Harmon Meter Survey

Date: 4/19/17



N. Old Woodward East

Section L 31 spaces total	10a	12p	2p
Spaces Occupied	14	25	25
Percentage Occupied	45%	81%	81%

N. Old Woodward East

Section K 9 spaces total	10a	12p	2p
Spaces Occupied	8	8	9
Percentage Occupied	89%	89%	100%

N. Old Woodward East

Section E2 21 spaces total	10a	12p	2p
Spaces Occupied	8	20	21
Percentage Occupied	62%	74%	100%

N. Old Woodward West

Section I 49 spaces total	10a	12p	2p
Spaces Occupied	47	49	49
Percentage Occupied	96%	100%	100%

N. Old Woodward West

Section J 12 spaces total	10a	12p	2p
Spaces Occupied	6	11	8
Percentage Occupied	50%	92%	67%

N.O.W. South of Harmon Meter Survey

Date: 4/20/17



N. Old Woodward East

Section L 31 spaces total	10a	12p	2p
Spaces Occupied	11	29	29
Percentage Occupied	35%	94%	94%

N. Old Woodward East

Section K 9 spaces total	10a	12p	2p
Spaces Occupied	7	8	8
Percentage Occupied	78%	89%	89%

N. Old Woodward East

Section E2 21 spaces total	10a	12p	2p
Spaces Occupied	12	19	17
Percentage Occupied	57%	90%	81%

N. Old Woodward West

Section I 49 spaces total	10a	12p	2p
Spaces Occupied	45	49	49
Percentage Occupied	92%	100%	100%

N. Old Woodward West

Section J 12 spaces total	10a	12p	2p
Spaces Occupied	8	12	10
Percentage Occupied	67%	100%	83%

N.O.W. South of Harmon Meter Survey

Date: 4/21/17



N. Old Woodward East

Section L 31 spaces total	10a	12p	2p
Spaces Occupied	19	28	26
Percentage Occupied	61%	90%	84%

N. Old Woodward East

Section K 9 spaces total	10a	12p	2p
Spaces Occupied	6	9	9
Percentage Occupied	68%	100%	100%

N. Old Woodward East

Section E2 21 spaces total	10a	12p	2p
Spaces Occupied	5	19	17
Percentage Occupied	24%	90%	81%

N. Old Woodward West

Section I 49 spaces total	10a	12p	2p
Spaces Occupied	47	48	47
Percentage Occupied	96%	98%	96%

N. Old Woodward West

Section J 12 spaces total	10a	12p	2p
Spaces Occupied	7	9	10
Percentage Occupied	58%	75%	83%

Unmetered Street Survey

Completed by:  SP+ PARKING

April 17, 2017

Ravine St-Ferndale to Park			
	10a	12p	2p
Unmetered parked cars	2	3	2

Euclid St-Old WW to Park			
	10a	12p	2p
Unmetered parked cars	5	4	5

Ferndale-Ravine to Oakland			
	10a	12p	2p
Unmetered parked cars	3	4	7

Park-Ravine to Oakland			
	10a	12p	2p
Unmetered parked cars	4	6	5

April 18, 2017

Ravine St-Ferndale to Park			
	10a	12p	2p
Unmetered parked cars	2	2	2

Euclid St-Old WW to Park			
	10a	12p	2p
Unmetered parked cars	5	5	5

Ferndale-Ravine to Oakland			
	10a	12p	2p
Unmetered parked cars	3	6	6

Park-Ravine to Oakland			
	10a	12p	2p
Unmetered parked cars	6	4	5

April 19, 2017

Ravine St-Ferndale to Park			
	10a	12p	2p
Unmetered parked cars	4	7	5

Euclid St-Old WW to Park			
	10a	12p	2p
Unmetered parked cars	5	7	6

Ferndale-Ravine to Oakland			
	10a	12p	2p
Unmetered parked cars	5	7	4

Park-Ravine to Oakland			
	10a	12p	2p
Unmetered parked cars	7	11	5

April 20, 2017

Ravine St-Ferndale to Park			
	10a	12p	2p
Unmetered parked cars	4	4	5

Euclid St-Old WW to Park			
	10a	12p	2p
Unmetered parked cars	4	7	7

Ferndale-Ravine to Oakland			
	10a	12p	2p
Unmetered parked cars	4	6	12

Park-Ravine to Oakland			
	10a	12p	2p
Unmetered parked cars	11	12	7

April 21, 2017

Ravine St-Ferndale to Park			
	10a	12p	2p
Unmetered parked cars	4	5	2

Euclid St-Old WW to Park			
	10a	12p	2p
Unmetered parked cars	7	7	6

Ferndale-Ravine to Oakland			
	10a	12p	2p
Unmetered parked cars	9	7	7

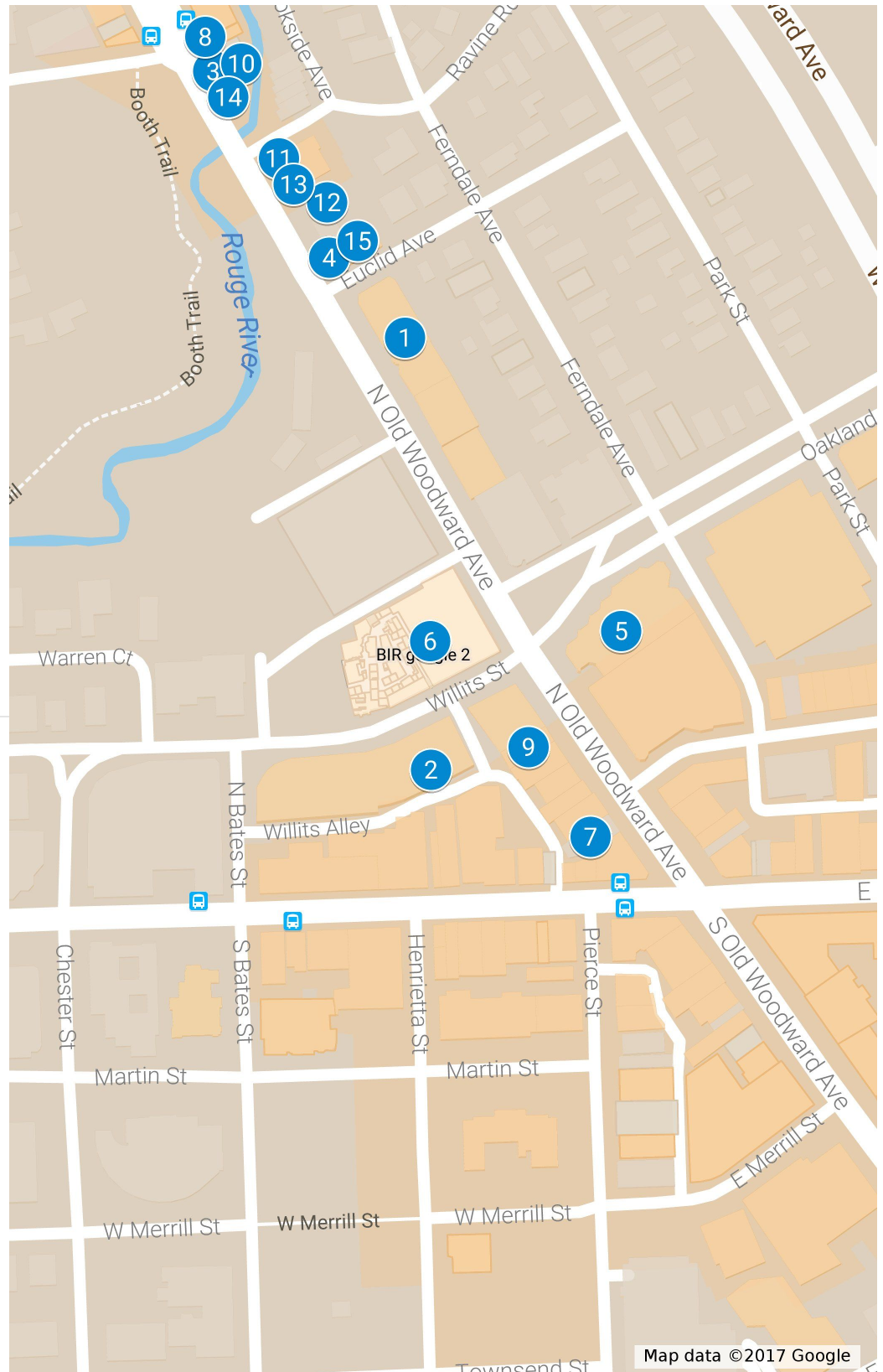
Park-Ravine to Oakland			
	10a	12p	2p
Unmetered parked cars	6	6	6

Lot 6 Permit Holders - April 2017

Permit Holders

- 1 Pandora Media-3 permits
- 2 TD Ameritrade-1 permit
- 3 Level Multisport-1 permit
- 4 Greenstone's-4 permits
- 5 JP Howe, PLLC-1 permit
- 6 Raymond James-1 permit
- 7 Sapient-2 permits
- 8 President Tuxedo-1 permit
- 9 Figo Salon-1 permit
- 10 Smith Patrick DDS-4 permits
- 11 Abood Law Firm-2 permits
- 12 Four Seasons- 1 permit
- 13 Red the Salon-10 permits
- 14 Antonio's Bridal-2 permits
- 15 Ahern Kill-3 permits

List of permit holders south of Harmon Street



City of Birmingham
ADVISORY PARKING COMMITTEE
REGULAR MEETING

Birmingham City Hall Commission Room
151 Martin, Birmingham, Michigan
Wednesday, May 3, 2017

MINUTES

These are the minutes for the Advisory Parking Committee ("APC") regular meeting held on Wednesday, May 3, 2017. The meeting was called to order at 7:35 a.m. by Chairman Lex Kuhne.

Present: Chairman Lex Kuhne
Steven Kalczynski
Lisa Krueger
Judith Paskiewicz
Al Vaitas

Absent: Gayle Champagne
Anne Honhart

BSD: Ingrid Tighe

SP+ Parking: Catherine Burch
Sara Burton
Jason O'Dell

Administration: Austin Fletcher, Asst. City Engineer
Paul O'Meara, City Engineer
Carole Salutes, Recording Secretary

RECOGNITION OF GUESTS

Ingrid Tighe was welcomed as the new BSD Chairperson.

MINUTES OF REGULAR MEETING OF APRIL 5, 2017

Motion by Dr. Paskewicz.

Seconded by Ms. Krueger to approve the Minutes of the APC Meeting of April 5, 2017 as presented.

Motion carried, 5-0.

VOICE VOTE:

Yeas: Paskewicz, Krueger, Kalczynski Kuhne, Vaitas

Nays: None

Absent: Champagne, Honhart

420 E. FRANK ST. PUBLIC HEARING

The public hearing opened at 8:05 a.m.

Mr. O'Meara recalled there is a proposal to demolish a couple of buildings on E. Frank St. west of Old Woodward Ave. The Planning Board has already endorsed the idea for one combined parcel containing a five-unit condominium building facing Frank St. At the April 5, 2017 meeting of the APC a public hearing was scheduled to consider a request to remove two existing parking metered spaces on E. Frank St. between Ann St. and S. Old Woodward Ave. in order to construct an access driveway and to extend the existing green space further west. The proposal is to go from five spaces down to two. Notification was sent to all property owners within 300 ft. of this block to alert them to this hearing. Only one written comment against has been received to date from an adjoining homeowner.

As discussed at the last meeting, SP+ surveyed demand for these five parking spaces for five days, during the week of April 17. It was found that if one space is taken out it wouldn't hurt that much, but taking away three will cause an impact on the neighborhood. Also, there are eight monthly permits on Ann St. and this was designated as their overflow area if Ann St. is full. If the overflow area is reduced in size, it is important to consider how that will impact these permits as well.

Based on the survey numbers, it appears that this area is under-utilized, and the need for overflow parking is not a common occurrence. If both Ann St. and Frank St. are full, permit holders would have the opportunity to park for free in either the Pierce St. or Peabody St. Parking Structures.

It can be assumed that demand will generally be low from the new condominium building. Not only does the new development provide the number of on-site parking required for a residential use, additional spaces are proposed for guests.

Chairman Kuhne read an e-mail from Ann Honhart that was in favor of removing up to three parking spaces in order to add trees and other landscaping improvements.

Mr. Sal Bitonti, 709 Ann St., owner of the property, did not think the three spaces are needed. Further, it would alleviate a lot of problems to allow parking on both sides of George and Frank St.

Mr. Kalczynski said he is aware of three additional large buildings scheduled to be built in that area on S. Old Woodward Ave. So he thought taking spaces away will compound the issues and set a precedent.

Motion by Mr. Kalczynski

Seconded by Dr. Vaitas to reject the request to remove three metered parking spaces from E. Frank St., between Ann St. and S. Old Woodward Ave.

Motion failed, 4-1.

VOICE VOTE:

Yeas: Kalczynski, Vaitas, Kuhne, Paskewicz

Nays: Krueger

Absent: Champagne, Honhart

There was no interest on the part of the committee to create another motion to consider. Therefore the street will stay as it is, unless directed otherwise by the City Commission.

The public hearing closed at 8:24 a.m.

PARKING LOT 6 AREA CAPACITY STUDY

Mr. O'Meara recalled that at the April 5, 2017 APC meeting, a public hearing was scheduled to consider various temporary parking options for monthly permit holders using street parking in the area of N. Old Woodward Ave. from Harmon St. to Willits St. Concern was expressed that demand for street parking is excessive, and would only get worse when Old Woodward Ave. south of Willits St. is closed for upcoming construction. The public hearing was intended to alert both parking permit holders, as well as the adjacent neighborhood, that changes were being considered, to be implemented during the construction project.

The proposal was to require that anyone who works in a business south of Harmon St. that possesses a monthly parking permit would have their parking area changed. Options included the parking on the residential permit parking zones on the streets to the east of N. Old Woodward Ave., or to require parking in the N. Old Woodward Ave. or Park St. Structures.

However on April 24, the City Commission reviewed the bids received for the Old Woodward Ave. construction project. Prices came in much higher than budgeted, and it was decided to postpone the project until early 2018. With that change, staff made the decision to cancel the public hearing. However it was felt that review of the data and further discussion about possible options would be appropriate.

With that in mind, board members reviewed the survey data received. Assuming the Old Woodward Ave. project proceeds early next year, the committee will need to consider which direction they wish to go later this year.

Area I that fronts Booth Park contains 49 parking spaces and is effectively full most days. The meters allow for up to 12-hour parking. Area I has been temporarily reduced in size by 14 spaces due to the Brookside building construction currently underway. It may be appropriate to consider reducing the time limit in this area. However, a rate change is coming once the new meters are installed, and parking behaviors may change as a result.

Area K which contains nine parking spaces with a two-hour time limit is in front of Mr. Greenstone's store. It has a two-hour time limit and is also in high demand. There are no suggested changes for this area. A price increase will be coming soon here too.

It was decided these areas can be visited later in the Fall after the price change has been in effect.

Mr. O'Meara went on to advise that a count was taken during peak times in the neighborhood directly east, on Ravine, Euclid, Ferndale and Park. Parking there was general at less than half full. However, the neighborhood may object by the proposal for monthly permit holders to park there instead of on the street during the Old Woodward Ave. construction project. He was inclined to think that parking structures may be a better location for them. This can be discussed further in the Fall.

Finally, there was discussion about monthly permit holders from businesses close to or south of the parking structure buying Lot 6 monthly permits. The Committee understood that it was not the intent of these permits to be sold to businesses that are not in this area.

It was noted that there are several long term customers that buy Lot 6 permits located on the block between Ravine Rd. and Euclid Rd. The Committee agreed that they should consider a new rule to require anyone buying a Lot 6 permit to not only be from a business within the assessment district, but also be in a

business located north of Euclid Ave. Since some of the affected people have been parking in this manner for some time, it would be appropriate to allow them to move into the N. Old Woodward Ave. Structure, rather than requiring them to be placed on a waiting list.

Motion by Dr. Vaitas

Seconded by Dr. Paskewicz that any Lot 6 permit holders located south of Euclid be allowed to finish their current permit, after which they will not be renewed in Lot 6 but they will be given an opportunity to be reassigned to the North Old Woodward Structure.

Discussion concerned giving permit holders located south of Euclid the benefit of being reassigned to the parking structure of their choice. It was agreed to hold a public hearing for those individuals. Dr. Vaitas withdrew his motion, and Dr. Paskewicz agreed.

Motion by Dr. Vaitas

Seconded by Dr. Paskewicz to hold a public hearing for permit holders located south of Euclid no longer being allowed to purchase monthly passes within the Lot 6 area, and further, to allow them to purchase a monthly permit at the parking structure of their choice.

Motion carried, 5-0.

VOICE VOTE:

Yeas: Vaitas, Paskewicz, Krueger, Kalczynski, Kuhne

Nays: None

Absent: Champagne, Honhart

PARK ST. STRUCTURE STUDY

Mr. O'Meara reported that recently his office received a complaint made by a frequent customer at the Park St. Structure:

1. The accessible parking spaces marked reserved for the handicapped are often full, leaving this handicapped individual with the need to park several floors up in any space that can be found. He suggested that the number of spaces provided is not meeting the demand.
2. The No Parking Before 10 a.m. zone on Level 1 is quickly filled soon after 10 a.m. by vehicles that are long term parkers, leaving the first floor still unavailable for short term visitors. The implication is that the intended goal of the No Parking Zone, to create more turnover on the first floor, is not being met.



MEMORANDUM

Engineering Dept.

DATE: June 2, 2017

TO: Advisory Parking Committee

FROM: Paul T. O'Meara, City Engineer

SUBJECT: Parking Lot #6 Monthly Permits
Proposed New Restriction
Public Hearing

During the April 5, 2017 meeting of the Advisory Parking Committee (APC), a discussion was held about possible temporary changes that could be considered in preparation for the planned reconstruction of Old Woodward Ave. Data was put together for the May 3, 2017 meeting that clarified that some permit holders are not located near the metered parking spaces that their permit allows them to park in. This condition is the result of the short waiting list that is present in the Lot #6 area compared to the parking structures. The Committee discussed creating a new rule that would require that any employee from a business located south of the N. Old Woodward Ave. and Euclid Ave. intersection would not be allowed to purchase a Parking Lot #6 monthly permit.

Based on the map displaying where current permit holders work, this rule would impact 9 permit holders. The APC suggested that these 9 permit holders would be offered the chance to park in the parking structure of their choice, if this rule does indeed pass. This effort should provide slightly better parking space availability on N. Old Woodward Ave. once these permit holders are relocated into a parking structure.

In order to get input from the area, all current Lot 6 permit holders were mailed the attached notice from the SP+ office. To date, no letters or phone calls have been received regarding this matter.

A suggested recommendation follows:

SUGGESTED RECOMMENDATION:

WHEREAS, monthly parking permits have been sold for over 30 years to businesses and employees located in the area of Parking Lot #6 in order to provide long term parking in the Parking Lot at a reasonable cost, and

WHEREAS, as parking demand in the area has increased over the past 20 years, the City has expanded permit parking areas to now include designated parking meters on N. Old Woodward Ave. from north of Oak St. to Willits St., and

WHEREAS, the waiting time to purchase a monthly permit at all five parking structures is now much longer than the waiting time for a monthly permit from the Parking Lot #6 area, and

WHEREAS, certain employees work in businesses that are a considerable distance from Parking Lot #6 now purchase these permits, giving them permission to park at meters directly on N. Old Woodward Ave., even though they would prefer to park in a parking structure,

THEREFORE, the City Commission hereby will require that Parking Lot #6 permits may only be sold to business owners and employees located in a business north of the intersection of N. Old Woodward Ave. & Euclid Ave., and further, that all current permit holders affected by this change will be allowed the opportunity to purchase monthly permits in the same number currently owned at the parking structure of their choice.



TO: Parking Lot 6 Area Monthly Parking Permit Holder

RE: Public Hearing

Dear Permit Holder,

As you are likely aware, parking in downtown Birmingham is an important commodity. A group of volunteers known as the Advisory Parking Committee is tasked with making sure that the parking system is designed so that it operates at its best for all interested parties.

A recent review of monthly permit sales revealed that you are purchasing a permit for parking on the street or lot on the north end of the downtown. These permits were set up many years ago to help reduce parking costs for businesses and employees working in the immediate area of Parking Lot 6 (located at 600 N. Old Woodward Ave.). However, the business that you work at is actually closer to a parking structure than to Parking Lot 6. We understand that you may be buying these permits because they are available, where a long waiting list is present at the parking structures.

Metered street parking is very important to the vitality of any business that depends on regular visitors and shoppers. When the street is fully occupied, potential sales can be lost. The monthly permits you are purchasing were not intended for use by employees who work relatively far away from Parking Lot 6. Cars from businesses in your immediate area are best housed in a parking structure.

The Advisory Parking Committee is considering creating a new policy wherein monthly permits for the Parking Lot 6 area would only be sold to employees from businesses not only within the parking assessment district, but also located north of Euclid Ave. (Euclid Ave. is the first block north of Oakland Blvd.) If this rule is approved, you will no longer be able to buy these monthly permits. Rather than require you to join a waiting list, the Committee would allow you to select which parking structure you would prefer to park in, and allow you to start purchasing monthly permits up to the number that you have currently purchased at Lot 6.

Before this decision is made, the Committee is asking for input. You are invited to attend the designated public hearing in front of the committee, scheduled for Weds. June 7, 2017 at 7:30 A.M., at Birmingham City Hall (151 Martin St.). Or, you may write a note directly to me at pomeara@bhamgov.org no later than Thursday, June 1. I will make certain that such emails are distributed to the Committee before a final decision is made.

If you have questions, you may also call me at 248-530-1836.

Sincerely,

Paul T. O'Meara,
City Engineer

DRAFT

City of Birmingham
ADVISORY PARKING COMMITTEE
REGULAR MEETING
Birmingham City Hall Commission Room
151 Martin, Birmingham, Michigan
Wednesday, June 7, 2017

MINUTES

These are the minutes for the Advisory Parking Committee ("APC") regular meeting held on Wednesday, June 7, 2017. The meeting was called to order at 7:32 a.m. by Chairman Lex Kuhne.

Present: Chairman Lex Kuhne
Gayle Champagne
Steven Kalczynski
Lisa Krueger
Judith Paskiewicz
Al Vaitas

Absent: Anne Honhart

BSD: Ingrid Tighe

SP+ Parking: Catherine Burch
Sara Burton
Jason O'Dell

Administration: Austin Fletcher, Asst. City Engineer
Paul O'Meara, City Engineer
Carole Salutes, Recording Secretary

RECOGNITION OF GUESTS (none)

MINUTES OF REGULAR MEETING OF APRIL 5, 2017

Motion by Ms. Champagne

Seconded by Dr. Vaitas to approve the Minutes of the APC Meeting of May 3, 2017 as presented.

Motion carried, 6-0.

VOICE VOTE:

Yeas: Champagne, Vaitas, Kalczynski, Krueger, Kuhne, Paskewicz

Nays: None

Absent: Honhart

420 E. FRANK ST. PUBLIC HEARING

The public hearing opened at 7:38 a.m.

Mr. O'Meara recalled that at the last meeting of the APC, a narrow five member panel (out of nine) was present to conduct the meeting. Under these circumstances, a unanimous decision is necessary to pass a motion. Also, for the record, the applicant was not present due to an error on Mr. O'Meara's part.

On May 3, a public hearing was held on the above topic, and the motion put on the floor was to deny the request to remove two parking spaces. The vote was 4-1 in favor of the denial. Since this vote lacked a majority, there was no recommendation to pass on to the Commission. As the applicant did not get their request approved, it is their intent to proceed for input directly from the City Commission. Rather than moving this forward to the Commission with no recommendation, the hearing was scheduled again for reconsideration.

Public hearing notices to all owners within 300 ft. were sent again to notify the public of this discussion. One resident was heard from, who lives on Ann St. He was concerned about losing any spaces with the idea that it would make Ann St. more in demand. Since then he has talked with Mr. Shekerjian and if the City is able to allow the parking to be moved to a loading zone on the north side of Frank St. he would support the change. However, the owner of the property there has indicated that FedEx and UPS drivers use it regularly.

Mr. John Shekerjian, agent for the developer, noted their five-unit residential building provides ten covered parking spots on-site for their own use plus five extra for guests. That will decrease the impact of parking in the area. Their feeling is that metered parking in front of their development would be a detriment to the residential feeling of their building. The parking spots are proposed to be replaced with trees and landscaping in front of their entrance. They were not necessarily considering relocating the parking to the loading area on the other side of the street, but rather to the green belt on the west edge of that loading zone adjacent to the parking lot. That way everything would be commercial on that side of the street, and residential on their side.

DRAFT

Committee members agreed the positive side is that the developer would be providing additional parking and enhancing the neighborhood by adding green space.

There were no public comments at 8 a.m.

Motion by Ms. Krueger

Seconded by Ms. Champagne to recommend to the City Commission to remove three metered parking spaces on the south side of E. Frank St., between Ann St. and S. Old Woodward Ave., and move two spaces to the north side of the street, adding two new metered spots and allowing for the property to proceed as designed.

Motion carried, 6-0.

VOICE VOTE:

Yeas: Krueger, Champagne, Kalczynski, Kuhne, Paskewicz, Vaitas

Nays: None

Absent: Honhart

There was no further discussion from the public and the public hearing closed at 8:03 p.m.

PARKING LOT 6 AREA CAPACITY STUDY

Mr. O'Meara noted that during the April 5, 2017 meeting of the APC a discussion was held about possible temporary changes that could be considered in preparation for the planned reconstruction of Old Woodward Ave. Data was put together for the May 3, 2017 meeting that clarified some permit holders are not located near the metered parking spaces that their permit allows them to park in. The committee discussed creating a new rule that would require that any employee from a business located south of the N. Old Woodward Ave. and Euclid Ave. intersection would not be allowed to purchase a Parking Lot 6 permit.

This rule would impact nine permit holders. The APC suggested that these nine permit holders would be offered the chance to park in the parking structure of their choice, if this rule does indeed pass. This effort should provide slightly better parking space availability on N. Old Woodward Ave. once these permit holders are relocated into a parking structure.

In order to get input from the area, all current Lot 6 permit holders were mailed a notice from the SP+ office. To date, no letters or phone calls have been received regarding this matter.

Chairman Kuhne observed this tries to maximize the ability for turnover in front of the businesses along N. Old Woodward Ave.

Mr. Robert Greenstone, Greenstone Jewelry, received clarification that parkers that work north of Euclid Ave. would still be able to buy a permit. Lot 6 permit holders are allowed to park in a structure if Lot 6 is full. They would telephone the attendant at the Chester office and identify themselves upon entering and exiting.

Motion by Dr. Vaitas

Seconded by Mr. Kalczynski

WHEREAS, monthly parking permits have been sold for over 30 years to businesses and employees located in the area of Parking Lot 6 in order to provide long term parking in the Parking Lot at a reasonable cost, and

WHEREAS, as parking demand in the area has increased over the past 20 years, the City has expanded permit parking areas to now include designated parking meters on N. Old Woodward Ave. from north of Oak St. to Willits St., and

WHEREAS, the waiting time to purchase a monthly permit at all five parking structures is now much longer than the waiting time for a monthly permit from the Parking Lot 6 area, and

WHEREAS, certain employees work in businesses that are a considerable distance from Parking Lot 6 now purchase these permits, giving them permission to park at meters directly on N. Old Woodward Ave., even though they would prefer to park in a parking structure,

THEREFORE, the Advisory Parking Committee recommends that Parking Lot 6 permits may only be sold to business owners and employees located in a business north of the intersection of N. Old Woodward Ave. and Euclid Ave., and further, that all current permit holders affected by this change will be allowed the opportunity to purchase monthly permits in the same number currently owned at the parking structure of their choice.

Motion carried, 6-0.

VOICE VOTE:

Yeas: Vaitas, Kalczynski, Champagne, Krueger, Kuhne, Paskewicz

Nays: None

Absent: Honhart

DRAFT

It was concluded that the committee would wait to see how the increase in meter rates would impact parking before changing time limits on the meters. The same effect might be achieved without making a further change.

HANDICAPPED PARKING DEMAND STUDY

Mr. O'Meara recalled that at the APC meeting of May 3, it was reported that a complaint had been received about an insufficient number of handicapped parking spaces in the Park St. Structure, making it difficult for the handicapped parking public to find a convenient space. SP+ conducted a survey before the May meeting confirming that demand was high in this location. As a result of this finding, a survey of the remaining facilities was conducted to better determine how common this issue might be.

Based on the results of the survey, it appears that there may be a shortage at the Park St. and Peabody St. Structures, while there could be a surplus at the other three locations. Since it has been many years since these spaces were first installed, staff also reviewed how the current number of spaces adheres to the federal requirements within the American Disabilities Act ("ADA"). Generally, the act requires that 2% of the available parking spaces be marked for the handicapped in facilities of this size. Based on the data, it appears that the extra spaces at N. Old Woodward Ave. and Chester St. can be explained due to requests from adjacent customers asking for more (First Baptist Church and Baldwin House respectively). It is not clear why there is a surplus at Pierce St. and a shortage at Peabody St.

The Peabody St. Structure could be brought up to ADA requirements by adding two spaces by the Brown St. elevator. Discussion of other possible locations concluded that would be the best location for the two spaces. At the Pierce St. and N. Old Woodward Structures handicapped spaces could be removed and it would end up with a net gain of regular spaces.

Mr. O'Dell mentioned that Chester St. has eight extra handicap spaces and according to their study a lot of them were not being used. However it is very cyclical at Chester and two months from now the residents at the Baldwin House could change over and could be using all of them.

No one from the public wished to join the discussion at 8:35 p.m.

Motion by Dr. Vaitas

Seconded by Ms. Krueger to recommend to the City Commission the following adjustments to the handicapped parking spaces at the following structures to better meet current requirements of the Americans With Disabilities Act ("ADA"):

- 1. Remove four handicapped parking spaces at the Pierce St. Structure, Levels 3 & 4, Brown St. elevator area.**

DATE: June 16, 2017

TO: Joseph Valentine, City Manager

FROM: Paul T. O'Meara, City Engineer

SUBJECT: Accessible Parking Spaces in Parking Structures
Recommended Modifications

In April of this year, staff received a comment that the accessible parking spaces in the Park St. Structure were often filled to capacity, leaving this frequent visitor with the assumption that there are not enough of them in the building. A survey was conducted during hours of peak demand, which confirmed that they are often at or close to capacity. The matter was introduced to the Advisory Parking Committee (APC) at their meeting of May 3, 2017.

It was noted that demand may have increased after the policy for accessible parking changed at the meters on the streets. After discussion, it was decided to survey demand of accessible parking spaces in all five structures. This was done, as detailed on the attached sheets.

At the meeting of June 7, 2017, it was noted that demand was strong at both the Park St. and Peabody St. Structures, while not so strong in the other three buildings. All five structures were studied to compare actual space count to that which is required under the Americans with Disabilities Act (ADA). The review determined that the parking structures compared to the ADA requirements as noted below:

Parking Structure	Compliance with ADA
Pierce St.	+4
Park St.	0
Peabody St.	-2
N. Old Woodward Ave.	+6
Chester St.	+8

After further discussion, the following suggested changes were recommended:

Pierce St. – Since there are four more spaces than what is required by the ADA, and it appears that the spaces may be under-utilized, it is recommended that 4 spaces be returned back to regular open parking status.

Park St. – Although the building meets the requirements of the ADA, demand appears to be stronger than what is currently being provided. It is recommended that 2 additional accessible parking spaces be installed.

Peabody St. – In order to meet current requirements of the ADA, it is recommended that 2 additional accessible parking spaces be installed.

N. Old Woodward Ave. – Since the building has 6 more spaces than that required by the ADA, and since demand is not nearing capacity, it is recommended that 6 spaces be returned back to regular open parking status.

Chester St. – The excess spaces in this building were added in the past to accommodate the adjacent Baldwin House facility. While demand for these spaces may not be that strong at the present time, that can change as the status of residents in the building changes. It is recommended that no adjustments be made at this time.

Based upon the above, the APC made the following recommendation, with a vote of 6-0:

To recommend to the City Commission the following adjustments to the handicapped parking spaces at the following structures to better meet current requirements of the Americans With Disabilities Act (ADA):

- 1. Remove 4 accessible parking spaces at the Pierce St. Structure, Levels 3 & 4, Brown St. elevator area.*
- 2. Add 2 accessible parking spaces at the Peabody St. Structure, Level 1, near the Brown St. elevator.*
- 3. Remove 6 accessible parking spaces in the N. Old Woodward Ave. Structure, Levels 2, 3, and 4, adjacent to the elevators in both the southwest and southeast corners of the structure.*
- 4. Add 2 accessible parking spaces at the Park St. Structure, Level 1.*

A suggested resolution is provided below:

SUGGESTED RESOLUTION:

To concur with the Advisory Parking Committee to make the following adjustments to the number of accessible parking spaces in parking structures, to better meet both the requirements of the Americans with Disabilities Act as well as current demand trends, as noted:

Pierce St. Structure – Remove 4 accessible spaces.

Park St. Structure – Add 2 accessible spaces.

Peabody St. Structure – Add 2 accessible spaces.

N. Old Woodward Ave. Structure – Remove 6 accessible spaces.



MEMORANDUM

Engineering Dept.

DATE: April 28, 2017

TO: Advisory Parking Committee

FROM: Paul T. O'Meara, City Engineer

SUBJECT: Park St. Parking Structure
Parking Space Designation Complaints & Study

Recently, our office received a complaint about two observations made by a frequent customer at the Park St. Structure:

1. The accessible parking spaces marked reserved for the handicapped are often full, leaving this handicapped individual with the need to park several floors up in any space that can be found. (The number of spaces provided is not meeting the demand.)
2. The No Parking Before 10 AM zone on Level 1 is quickly filled soon after 10 AM by vehicles that are long term parkers, leaving the first floor still unavailable for short term visitors. (The intended goal of the No Parking zone, to create more turnover on the first floor, is not being met.)

SP+ was asked to conduct a survey of these two areas to help determine the extent to which these concerns are true.

HANDICAPPED PARKING ZONE

Currently, there are 16 spaces marked reserved for the handicapped in the parking structure, out of 811 total spaces. The majority of the spaces are on the first floor, along the south side of the building, but there are also spaces located on the upper floors for those closest to the elevator. The attached survey was prepared for Park St. & for N. Old Woodward Ave. Parking Structure, and found the following average occupancy during the week of April 17, 2017:

Park St. Structure	10 AM	12 PM	2 PM
Handicap Space Occupancy	95%	96%	96%

It appears that the demand for these spaces is very strong. There may be a case for increasing the number provided. The following factors should be considered:

- The building is in compliance with the American Disabilities Act. Providing additional spaces is not mandated, but can be considered a good will gesture to better serve the disabled community wishing to park here.
- Demand for these spaces may have increased since the policy for disabled parking on the street has changed (as of December). Long term parkers could previously park on the street for free. Although spaces are reserved on the street, most of the spaces do

not allow long term parking. Those possessing a disabled parking permit wishing to park long term are now required to use these spaces within the parking structures. I was not able to ask the person who made this observation if this is a relatively new phenomenon.

- Parking in the Central Business District is clearly in high demand. If additional disabled parking spaces are provided, the total number of spaces available remaining will be reduced, not only in total count, but in availability for the general public. If the APC determines that an increase is appropriate, it will be difficult to calculate what that increase should be.
- If this problem has changed in this part of the CBD, it may be an issue in other parking structures as well. Data is available for the N. Old Woodward Ave. Structure, since usage was gathered at that location as well. Demand there is significantly lower for the same week:

N. Old Woodward Ave. Structure	10 AM	12 PM	2 PM
Handicap Space Occupancy	57%	37%	40%

It is suggested that surveys of the other three structures be conducted to determine if there are issues in other locations, or if it is isolated to just the Park St. Structure. Once that additional data is available, this issue can be reviewed further.

NO PARKING BEFORE 10 AM ZONE

As a result of the comments received, SP+ was asked to conduct a survey of the No Parking zone, to determine how many of those that parked in this specific area were in fact long term parkers. For the purposes of the survey, license plate numbers were recorded at 10:30 AM. A second check on the area was conducted 4½ hours later (at 3 PM) to determine what percentage of the same vehicles remained. The results can be summarized as follows:

No Parking Before 10 AM Zone	Thursday	Friday	Monday	Tuesday	Weds.
Occupancy, Week of April 20	72%	63%	62%	83%	74%

It appears that almost 2/3 of those parking in this area are in fact long term parkers, meaning that the area is not being used as intended by a majority of those using it. The way to counteract this problem would be to create a short term parking zone within the parking structure. This could be done by posting signs such as "2 Hour Time Limit" in the area. The new zone would have to be regularly enforced, meaning tickets would be written more frequently in the parking structure. This has not been done in the past. The Committee is encouraged to discuss if the area should be changed to address this problem.

Park and N.O.W. Structure Count Survey

Completed by:



April 17, 2017

Park Street Structure Count

811 Spaces Total	10a	12p	2p
Open Handicap Spaces	2	1	3

WW Structure Count

745 Spaces Total	10a	12p	2p
Open Handicap Spaces	14	6	8

April 18, 2017

Park Street Structure Count

811 Spaces Total	10a	12p	2p
Open Handicap Spaces	0	0	0

WW Structure Count

745 Spaces Total	10a	12p	2p
Open Handicap Spaces	13	8	7

April 19, 2017

Park Street Structure Count

811 Spaces Total	10a	12p	2p
Open Handicap Spaces	2	2	0

WW Structure Count

745 Spaces Total	10a	12p	2p
Open Handicap Spaces	0	0	0

April 20, 2017

Park Street Structure Count

811 Spaces Total	10a	12p	2p
Open Handicap Spaces	0	0	0

WW Structure Count

745 Spaces Total	10a	12p	2p
Open Handicap Spaces	10	9	9

April 21, 2017

Park Street Structure Count

811 Spaces Total	10a	12p	2p
Open Handicap Spaces	0	0	0

WW Structure Count

745 Spaces Total	10a	12p	2p
Open Handicap Spaces	5	5	6

Park Street Level 1

Completed by:



31 Spaces Total

April 20, 2017	Total Cars Parked at 10:30a	Total of the same cars remaining at 3:00p
	29	21

April 21, 2017	Total Cars Parked at 10:30a	Total of the same cars remaining at 3:00p
	30	19

April 24, 2017	Total Cars Parked at 10:30a	Total of the same cars remaining at 3:00p
	29	18

April 25, 2017	Total Cars Parked at 10:30a	Total of the same cars remaining at 3:00p
	29	24

April 26, 2017	Total Cars Parked at 10:30a	Total of the same cars remaining at 3:00p
	31	23

City of Birmingham
ADVISORY PARKING COMMITTEE
REGULAR MEETING

Birmingham City Hall Commission Room
151 Martin, Birmingham, Michigan
Wednesday, May 3, 2017

MINUTES

These are the minutes for the Advisory Parking Committee ("APC") regular meeting held on Wednesday, May 3, 2017. The meeting was called to order at 7:35 a.m. by Chairman Lex Kuhne.

Present: Chairman Lex Kuhne
Steven Kalczynski
Lisa Krueger
Judith Paskiewicz
Al Vaitas

Absent: Gayle Champagne
Anne Honhart

BSD: Ingrid Tighe

SP+ Parking: Catherine Burch
Sara Burton
Jason O'Dell

Administration: Austin Fletcher, Asst. City Engineer
Paul O'Meara, City Engineer
Carole Salutes, Recording Secretary

RECOGNITION OF GUESTS

Ingrid Tighe was welcomed as the new BSD Chairperson.

MINUTES OF REGULAR MEETING OF APRIL 5, 2017

Motion by Dr. Paskewicz.

Seconded by Ms. Krueger to approve the Minutes of the APC Meeting of April 5, 2017 as presented.

Motion carried, 5-0.

VOICE VOTE:

Yeas: Paskewicz, Krueger, Kalczynski Kuhne, Vaitas

Nays: None

Absent: Champagne, Honhart

420 E. FRANK ST. PUBLIC HEARING

The public hearing opened at 8:05 a.m.

Mr. O'Meara recalled there is a proposal to demolish a couple of buildings on E. Frank St. west of Old Woodward Ave. The Planning Board has already endorsed the idea for one combined parcel containing a five-unit condominium building facing Frank St. At the April 5, 2017 meeting of the APC a public hearing was scheduled to consider a request to remove two existing parking metered spaces on E. Frank St. between Ann St. and S. Old Woodward Ave. in order to construct an access driveway and to extend the existing green space further west. The proposal is to go from five spaces down to two. Notification was sent to all property owners within 300 ft. of this block to alert them to this hearing. Only one written comment against has been received to date from an adjoining homeowner.

As discussed at the last meeting, SP+ surveyed demand for these five parking spaces for five days, during the week of April 17. It was found that if one space is taken out it wouldn't hurt that much, but taking away three will cause an impact on the neighborhood. Also, there are eight monthly permits on Ann St. and this was designated as their overflow area if Ann St. is full. If the overflow area is reduced in size, it is important to consider how that will impact these permits as well.

Based on the survey numbers, it appears that this area is under-utilized, and the need for overflow parking is not a common occurrence. If both Ann St. and Frank St. are full, permit holders would have the opportunity to park for free in either the Pierce St. or Peabody St. Parking Structures.

It can be assumed that demand will generally be low from the new condominium building. Not only does the new development provide the number of on-site parking required for a residential use, additional spaces are proposed for guests.

Chairman Kuhne read an e-mail from Ann Honhart that was in favor of removing up to three parking spaces in order to add trees and other landscaping improvements.

Mr. Sal Bitonti, 709 Ann St., owner of the property, did not think the three spaces are needed. Further, it would alleviate a lot of problems to allow parking on both sides of George and Frank St.

Mr. Kalczynski said he is aware of three additional large buildings scheduled to be built in that area on S. Old Woodward Ave. So he thought taking spaces away will compound the issues and set a precedent.

Motion by Mr. Kalczynski

Seconded by Dr. Vaitas to reject the request to remove three metered parking spaces from E. Frank St., between Ann St. and S. Old Woodward Ave.

Motion failed, 4-1.

VOICE VOTE:

Yeas: Kalczynski, Vaitas, Kuhne, Paskewicz

Nays: Krueger

Absent: Champagne, Honhart

There was no interest on the part of the committee to create another motion to consider. Therefore the street will stay as it is, unless directed otherwise by the City Commission.

The public hearing closed at 8:24 a.m.

PARKING LOT 6 AREA CAPACITY STUDY

Mr. O'Meara recalled that at the April 5, 2017 APC meeting, a public hearing was scheduled to consider various temporary parking options for monthly permit holders using street parking in the area of N. Old Woodward Ave. from Harmon St. to Willits St. Concern was expressed that demand for street parking is excessive, and would only get worse when Old Woodward Ave. south of Willits St. is closed for upcoming construction. The public hearing was intended to alert both parking permit holders, as well as the adjacent neighborhood, that changes were being considered, to be implemented during the construction project.

The proposal was to require that anyone who works in a business south of Harmon St. that possesses a monthly parking permit would have their parking area changed. Options included the parking on the residential permit parking zones on the streets to the east of N. Old Woodward Ave., or to require parking in the N. Old Woodward Ave. or Park St. Structures.

However on April 24, the City Commission reviewed the bids received for the Old Woodward Ave. construction project. Prices came in much higher than budgeted, and it was decided to postpone the project until early 2018. With that change, staff made the decision to cancel the public hearing. However it was felt that review of the data and further discussion about possible options would be appropriate.

With that in mind, board members reviewed the survey data received. Assuming the Old Woodward Ave. project proceeds early next year, the committee will need to consider which direction they wish to go later this year.

Area I that fronts Booth Park contains 49 parking spaces and is effectively full most days. The meters allow for up to 12-hour parking. Area I has been temporarily reduced in size by 14 spaces due to the Brookside building construction currently underway. It may be appropriate to consider reducing the time limit in this area. However, a rate change is coming once the new meters are installed, and parking behaviors may change as a result.

Area K which contains nine parking spaces with a two-hour time limit is in front of Mr. Greenstone's store. It has a two-hour time limit and is also in high demand. There are no suggested changes for this area. A price increase will be coming soon here too.

It was decided these areas can be visited later in the Fall after the price change has been in effect.

Mr. O'Meara went on to advise that a count was taken during peak times in the neighborhood directly east, on Ravine, Euclid, Ferndale and Park. Parking there was general at less than half full. However, the neighborhood may object by the proposal for monthly permit holders to park there instead of on the street during the Old Woodward Ave. construction project. He was inclined to think that parking structures may be a better location for them. This can be discussed further in the Fall.

Finally, there was discussion about monthly permit holders from businesses close to or south of the parking structure buying Lot 6 monthly permits. The Committee understood that it was not the intent of these permits to be sold to businesses that are not in this area.

It was noted that there are several long term customers that buy Lot 6 permits located on the block between Ravine Rd. and Euclid Rd. The Committee agreed that they should consider a new rule to require anyone buying a Lot 6 permit to not only be from a business within the assessment district, but also be in a

business located north of Euclid Ave. Since some of the affected people have been parking in this manner for some time, it would be appropriate to allow them to move into the N. Old Woodward Ave. Structure, rather than requiring them to be placed on a waiting list.

Motion by Dr. Vaitas

Seconded by Dr. Paskewicz that any Lot 6 permit holders located south of Euclid be allowed to finish their current permit, after which they will not be renewed in Lot 6 but they will be given an opportunity to be reassigned to the North Old Woodward Structure.

Discussion concerned giving permit holders located south of Euclid the benefit of being reassigned to the parking structure of their choice. It was agreed to hold a public hearing for those individuals. Dr. Vaitas withdrew his motion, and Dr. Paskewicz agreed.

Motion by Dr. Vaitas

Seconded by Dr. Paskewicz to hold a public hearing for permit holders located south of Euclid no longer being allowed to purchase monthly passes within the Lot 6 area, and further, to allow them to purchase a monthly permit at the parking structure of their choice.

Motion carried, 5-0.

VOICE VOTE:

Yeas: Vaitas, Paskewicz, Krueger, Kalczynski, Kuhne

Nays: None

Absent: Champagne, Honhart

PARK ST. STRUCTURE STUDY

Mr. O'Meara reported that recently his office received a complaint made by a frequent customer at the Park St. Structure:

1. The accessible parking spaces marked reserved for the handicapped are often full, leaving this handicapped individual with the need to park several floors up in any space that can be found. He suggested that the number of spaces provided is not meeting the demand.
2. The No Parking Before 10 a.m. zone on Level 1 is quickly filled soon after 10 a.m. by vehicles that are long term parkers, leaving the first floor still unavailable for short term visitors. The implication is that the intended goal of the No Parking Zone, to create more turnover on the first floor, is not being met.

SP+ was asked to conduct a survey of these two areas to help determine the extent to which these concerns are true.

Handicapped Parking Zone

It appears that the demand for these spaces is very strong. There may be a case for increasing the number provided. Interestingly, a survey was done at the same times for the N. Old Woodward Ave. Structure, and demand was much less. It was suggested that surveys of the other three structures be conducted to determine if there are issues in other locations, or if it is isolated to just the Park St. Structure. Once that additional data is available, the issue can be reviewed further.

No Parking Before 10 a.m. Zone

It appears that almost 2/3 of those parking in this area are in fact long-term parkers, meaning that the area is not being used as intended. The way to counteract this problem would be to create a short-term parking zone within the parking structure. This could be done by posting signs such as "2-Hour Time Limit" in the area. The new zone would have to be regularly enforced, meaning tickets would be written more frequently in the parking structure. This has not been done in the past.

General discussion warned against reducing parking spaces without taking into account the impact on new projects that are planned in the City.

There were no comments by members of the public at 7:45 a.m.

Mr. O'Dell observed that the Park St. and Peabody Structures seem to have the highest concentration of handicap parkers.

The Chairman noted that by revaluing the surface spaces in front of the stores and by getting a true read on the number of handicap parkers because they are parking at a handicap meter, it may not be necessary to keep the first floor vacant until 10 a.m. However, he was not opposed to increasing handicap spots.

Mr. Robert Greenstone asked if it would be feasible to experiment with valet handling the handicap access parking in one of the structures. Mr. O'Dell was concerned that would be using a lot of labor dollars to benefit relatively few people.

Chairman Kuhne did not want to make things too complicated for people. It was agreed too many rules would send the message that Birmingham is not a friendly place. Consensus was that a survey should be done on just the handicap element in all of the structures.



MEMORANDUM

Engineering Dept.

DATE: June 2, 2017

TO: Advisory Parking Committee

FROM: Paul T. O'Meara, City Engineer

SUBJECT: Handicapped Parking Demand Study

At the meeting of May 3, it was reported to the Advisory Parking Committee (APC) that we had received a complaint about an insufficient number of handicapped parking spaces in the Park St. Structure, making it difficult for the handicapped parking public that regularly visit this location to find a convenient space. A survey was done before the May meeting confirming that demand was high in this location. As a result of this finding, a survey of the remaining facilities was conducted to better determine how common this issue might be. Results are below:

Week of April 17:

Handicapped Space Occupancy	10 AM	12 PM	2 PM
Park St. Structure	95%	96%	96%

Week of May 15:

Handicapped Space Occupancy	10 AM	12 PM	2 PM
Pierce St. Structure	53%	59%	67%
Peabody St. Structure	94%	92%	89%
N. Old Woodward Ave. Structure	62%	59%	58%
Chester St. Structure	58%	65%	70%

Based strictly on these numbers, it appears that there may be a shortage at the Park St. and Peabody St. Structures, while there could be a surplus at the other three locations. Since it has been many years since these spaces were first installed, staff also reviewed how the current number of spaces adheres to the federal requirements within the American Disabilities Act (ADA). Generally, the act requires that 2% of the available parking spaces be marked for the handicapped in facilities of this size. Based on the data, it appears that each building meets the act as follows:

Parking Structure	Compliance with ADA
Pierce St.	+4
Park St.	0
Peabody St.	-2
N. Old Woodward Ave.	+6
Chester St.	+8

The extra spaces at N. Old Woodward Ave. & Chester St. can be explained due to requests from adjacent customers asking for more (First Baptist Church and Chester St. respectively). It is not clear why there is a surplus at Pierce St. and the shortage at Peabody St. With that in mind, the following changes are recommended by staff:

1. Remove 4 handicapped parking spaces at the Pierce St. Structure, Levels 3 & 4, Brown St. elevator area.
2. Add 2 handicapped parking spaces at the Peabody St. Structure, Level 1, near the Brown St. elevator.
3. Remove 6 handicapped parking spaces in the N. Old Woodward Ave. Structure, Levels 2, 3, and 4, adjacent to the elevators in both the southwest and southeast corners of the structure.

The above changes will result in a net gain of 6 regular spaces at both Pierce St. and N. Old Woodward Ave., and a net loss of three regular spaces at Peabody St.

A suggested recommendation follows.

SUGGESTED RECOMMENDATION:

To recommend to the City Commission the following adjustments to the handicapped parking spaces at the following structures to better meet current requirements of the Americans With Disabilities Act (ADA):

1. Remove 4 handicapped parking spaces at the Pierce St. Structure, Levels 3 & 4, Brown St. elevator area.
2. Add 2 handicapped parking spaces at the Peabody St. Structure, Level 1, near the Brown St. elevator.
3. Remove 6 handicapped parking spaces in the N. Old Woodward Ave. Structure, Levels 2, 3, and 4, adjacent to the elevators in both the southwest and southeast corners of the structure.

Pierce Street Handicap Count

Completed by:



18 Spaces Total

May 15, 2017

	10a	12p	2p
Handicap Occupied	10	11	12
Percentage Occupied	56%	61%	67%
Average Daily Percentage: 61%			

May 16, 2017

	10a	12p	2p
Handicap Occupied	8	12	13
Percentage Occupied	44%	67%	72%
Average Daily Percentage: 61%			

May 17 2017

	10a	12p	2p
Handicap Occupied	12	10	15
Percentage Occupied	67%	56%	83%
Average Daily Percentage: 69%			

May 18, 2017

	10a	12p	2p
Handicap Occupied	9	9	9
Percentage Occupied	50%	50%	50%
Average Daily Percentage: 50%			

May 19, 2017

	10a	12p	2p
Handicap Occupied	9	11	11
Percentage Occupied	50%	61%	61%
Average Daily Percentage: 57%			

Peabody Street Handicap Count

Completed by:



7 Spaces Total

May 15, 2017

	10a	12p	2p
Handicap Occupied	7	6	7
Percentage Occupied	100%	86%	100%
Average Daily Percentage: 95%			

May 16, 2017

	10a	12p	2p
Handicap Occupied	7	6	6
Percentage Occupied	100%	86%	86%
Average Daily Percentage: 91%			

May 17, 2017

	10a	12p	2p
Handicap Occupied	7	7	6
Percentage Occupied	100%	100%	86%
Average Daily Percentage: 95%			

May 18, 2017

	10a	12p	2p
Handicap Occupied	7	6	6
Percentage Occupied	100%	86%	86%
Average Daily Percentage: 91%			

May 19, 2017

	10a	12p	2p
Handicap Occupied	5	7	6
Percentage Occupied	71%	100%	86%
Average Daily Percentage: 86%			

N. Old Woodward Handicap Count

Completed by:



21 Spaces Total

May 15, 2017

	10a	12p	2p
Handicap Occupied	12	12	14
Percentage Occupied	57%	57%	67%
Average Daily Percentage: 60%			

May 16, 2017

	10a	12p	2p
Handicap Occupied	14	13	12
Percentage Occupied	67%	62%	57%
Average Daily Percentage: 62%			

May 17, 2017

	10a	12p	2p
Handicap Occupied	13	15	13
Percentage Occupied	62%	71%	62%
Average Daily Percentage: 65%			

May 18, 2017

	10a	12p	2p
Handicap Occupied	12	10	10
Percentage Occupied	57%	48%	48%
Average Daily Percentage: 51%			

May 19, 2017

	10a	12p	2p
Handicap Occupied	14	12	12
Percentage Occupied	67%	57%	57%
Average Daily Percentage: 60%			

Chester Handicap Count

Completed by:



26 Spaces Total

May 15, 2017

	10a	12p	2p
Handicap Occupied	15	20	21
Percentage Occupied	58%	77%	81%
Average Daily Percentage: 72%			

May 16, 2017

	10a	12p	2p
Handicap Occupied	22	23	21
Percentage Occupied	85%	88%	81%
Average Daily Percentage: 85%			

May 17, 2017

	10a	12p	2p
Handicap Occupied	11	18	24
Percentage Occupied	42%	69%	92%
Average Daily Percentage: 68%			

May 18, 2017

	10a	12p	2p
Handicap Occupied	13	14	14
Percentage Occupied	50%	54%	54%
Average Daily Percentage: 53%			

May 19, 2017

	10a	12p	2p
Handicap Occupied	14	10	11
Percentage Occupied	54%	38%	42%
Average Daily Percentage: 45%			

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City of Birmingham
ADVISORY PARKING COMMITTEE
REGULAR MEETING
Birmingham City Hall Commission Room
151 Martin, Birmingham, Michigan
Wednesday, June 7, 2017

MINUTES

These are the minutes for the Advisory Parking Committee ("APC") regular meeting held on Wednesday, June 7, 2017. The meeting was called to order at 7:32 a.m. by Chairman Lex Kuhne.

Present: Chairman Lex Kuhne
Gayle Champagne
Steven Kalczynski
Lisa Krueger
Judith Paskiewicz
Al Vaitas

Absent: Anne Honhart

BSD: Ingrid Tighe

SP+ Parking: Catherine Burch
Sara Burton
Jason O'Dell

Administration: Austin Fletcher, Asst. City Engineer
Paul O'Meara, City Engineer
Carole Salutes, Recording Secretary

RECOGNITION OF GUESTS (none)

MINUTES OF REGULAR MEETING OF APRIL 5, 2017

Motion by Ms. Champagne

Seconded by Dr. Vaitas to approve the Minutes of the APC Meeting of May 3, 2017 as presented.

Motion carried, 6-0.

VOICE VOTE:

Yeas: Champagne, Vaitas, Kalczynski, Krueger, Kuhne, Paskewicz

Nays: None

Absent: Honhart

420 E. FRANK ST. PUBLIC HEARING

The public hearing opened at 7:38 a.m.

Mr. O'Meara recalled that at the last meeting of the APC, a narrow five member panel (out of nine) was present to conduct the meeting. Under these circumstances, a unanimous decision is necessary to pass a motion. Also, for the record, the applicant was not present due to an error on Mr. O'Meara's part.

On May 3, a public hearing was held on the above topic, and the motion put on the floor was to deny the request to remove two parking spaces. The vote was 4-1 in favor of the denial. Since this vote lacked a majority, there was no recommendation to pass on to the Commission. As the applicant did not get their request approved, it is their intent to proceed for input directly from the City Commission. Rather than moving this forward to the Commission with no recommendation, the hearing was scheduled again for reconsideration.

Public hearing notices to all owners within 300 ft. were sent again to notify the public of this discussion. One resident was heard from, who lives on Ann St. He was concerned about losing any spaces with the idea that it would make Ann St. more in demand. Since then he has talked with Mr. Shekerjian and if the City is able to allow the parking to be moved to a loading zone on the north side of Frank St. he would support the change. However, the owner of the property there has indicated that FedEx and UPS drivers use it regularly.

Mr. John Shekerjian, agent for the developer, noted their five-unit residential building provides ten covered parking spots on-site for their own use plus five extra for guests. That will decrease the impact of parking in the area. Their feeling is that metered parking in front of their development would be a detriment to the residential feeling of their building. The parking spots are proposed to be replaced with trees and landscaping in front of their entrance. They were not necessarily considering relocating the parking to the loading area on the other side of the street, but rather to the green belt on the west edge of that loading zone adjacent to the parking lot. That way everything would be commercial on that side of the street, and residential on their side.

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Committee members agreed the positive side is that the developer would be providing additional parking and enhancing the neighborhood by adding green space.

There were no public comments at 8 a.m.

Motion by Ms. Krueger

Seconded by Ms. Champagne to recommend to the City Commission to remove three metered parking spaces on the south side of E. Frank St., between Ann St. and S. Old Woodward Ave., and move two spaces to the north side of the street, adding two new metered spots and allowing for the property to proceed as designed.

Motion carried, 6-0.

VOICE VOTE:

Yeas: Krueger, Champagne, Kalczynski, Kuhne, Paskewicz, Vaitas

Nays: None

Absent: Honhart

There was no further discussion from the public and the public hearing closed at 8:03 p.m.

PARKING LOT 6 AREA CAPACITY STUDY

Mr. O'Meara noted that during the April 5, 2017 meeting of the APC a discussion was held about possible temporary changes that could be considered in preparation for the planned reconstruction of Old Woodward Ave. Data was put together for the May 3, 2017 meeting that clarified some permit holders are not located near the metered parking spaces that their permit allows them to park in. The committee discussed creating a new rule that would require that any employee from a business located south of the N. Old Woodward Ave. and Euclid Ave. intersection would not be allowed to purchase a Parking Lot 6 permit.

This rule would impact nine permit holders. The APC suggested that these nine permit holders would be offered the chance to park in the parking structure of their choice, if this rule does indeed pass. This effort should provide slightly better parking space availability on N. Old Woodward Ave. once these permit holders are relocated into a parking structure.

In order to get input from the area, all current Lot 6 permit holders were mailed a notice from the SP+ office. To date, no letters or phone calls have been received regarding this matter.

Chairman Kuhne observed this tries to maximize the ability for turnover in front of the businesses along N. Old Woodward Ave.

Mr. Robert Greenstone, Greenstone Jewelry, received clarification that parkers that work north of Euclid Ave. would still be able to buy a permit. Lot 6 permit holders are allowed to park in a structure if Lot 6 is full. They would telephone the attendant at the Chester office and identify themselves upon entering and exiting.

Motion by Dr. Vaitas

Seconded by Mr. Kalczynski

WHEREAS, monthly parking permits have been sold for over 30 years to businesses and employees located in the area of Parking Lot 6 in order to provide long term parking in the Parking Lot at a reasonable cost, and

WHEREAS, as parking demand in the area has increased over the past 20 years, the City has expanded permit parking areas to now include designated parking meters on N. Old Woodward Ave. from north of Oak St. to Willits St., and

WHEREAS, the waiting time to purchase a monthly permit at all five parking structures is now much longer than the waiting time for a monthly permit from the Parking Lot 6 area, and

WHEREAS, certain employees work in businesses that are a considerable distance from Parking Lot 6 now purchase these permits, giving them permission to park at meters directly on N. Old Woodward Ave., even though they would prefer to park in a parking structure,

THEREFORE, the Advisory Parking Committee recommends that Parking Lot 6 permits may only be sold to business owners and employees located in a business north of the intersection of N. Old Woodward Ave. and Euclid Ave., and further, that all current permit holders affected by this change will be allowed the opportunity to purchase monthly permits in the same number currently owned at the parking structure of their choice.

Motion carried, 6-0.

VOICE VOTE:

Yeas: Vaitas, Kalczynski, Champagne, Krueger, Kuhne, Paskewicz

Nays: None

Absent: Honhart

DRAFT

It was concluded that the committee would wait to see how the increase in meter rates would impact parking before changing time limits on the meters. The same effect might be achieved without making a further change.

HANDICAPPED PARKING DEMAND STUDY

Mr. O'Meara recalled that at the APC meeting of May 3, it was reported that a complaint had been received about an insufficient number of handicapped parking spaces in the Park St. Structure, making it difficult for the handicapped parking public to find a convenient space. SP+ conducted a survey before the May meeting confirming that demand was high in this location. As a result of this finding, a survey of the remaining facilities was conducted to better determine how common this issue might be.

Based on the results of the survey, it appears that there may be a shortage at the Park St. and Peabody St. Structures, while there could be a surplus at the other three locations. Since it has been many years since these spaces were first installed, staff also reviewed how the current number of spaces adheres to the federal requirements within the American Disabilities Act ("ADA"). Generally, the act requires that 2% of the available parking spaces be marked for the handicapped in facilities of this size. Based on the data, it appears that the extra spaces at N. Old Woodward Ave. and Chester St. can be explained due to requests from adjacent customers asking for more (First Baptist Church and Baldwin House respectively). It is not clear why there is a surplus at Pierce St. and a shortage at Peabody St.

The Peabody St. Structure could be brought up to ADA requirements by adding two spaces by the Brown St. elevator. Discussion of other possible locations concluded that would be the best location for the two spaces. At the Pierce St. and N. Old Woodward Structures handicapped spaces could be removed and it would end up with a net gain of regular spaces.

Mr. O'Dell mentioned that Chester St. has eight extra handicap spaces and according to their study a lot of them were not being used. However it is very cyclical at Chester and two months from now the residents at the Baldwin House could change over and could be using all of them.

No one from the public wished to join the discussion at 8:35 p.m.

Motion by Dr. Vaitas

Seconded by Ms. Krueger to recommend to the City Commission the following adjustments to the handicapped parking spaces at the following structures to better meet current requirements of the Americans With Disabilities Act ("ADA"):

- 1. Remove four handicapped parking spaces at the Pierce St. Structure, Levels 3 & 4, Brown St. elevator area.**

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- 2. Add two handicapped parking spaces at the Peabody St. Structure, Level 1, near the Brown St. elevator.**
- 3. Remove six handicapped parking spaces in the N. Old Woodward Ave. Structure, Levels 2, 3, and 4, adjacent to the elevators in both the southwest and southeast corners of the structure.**
- 4. Add two handicapped parking spaces on the first floor at Park St.**

Motion carried, 6-0.

VOICE VOTE:

Yeas: Vaitas, Krueger, Champagne, Kalczynski, Kuhne, Paskewicz

Nays: None

Absent: Honhart

CONSTRUCTION UPDATE

CivicSmart Parking Meters

Mr. O'Meara reported that starting on May 31, staff from CivicSmart arrived in Birmingham and began installing the over 1,200 new Liberty model parking meters throughout the business district. The first meter installations were on S. Old Woodward Ave., and then moved north from there. Fliers regarding the new meters will be distributed to committee members so they can send them around.

Park St. Structure Painting Project

It has been confirmed that the contractor for this project plans to start in the third or fourth week of June. One-half of one floor, starting on Level 5, will be closed at a time. Since about 100 parking spaces will be closed at a time, SP+ will operate the rooftop valet service at this location five days a week, which should create space for about 50 additional vehicles. It is expected that demand will grow at the N. Old Woodward Ave. Structure as well, so valet service will be expanded from the current three days to five days per week, as needed.

The project is expected to take about nine weeks to complete.

MONTHLY FINANCIAL REPORTS

Mr. O'Dell stated April was a slow month due to the Easter and Spring breaks. Further, there were increased maintenance costs related to old equipment. Other than that things have been pretty steady..



MEMORANDUM

Department of Public Services

DATE: June 14, 2017

TO: Joseph A. Valentine, City Manager

FROM: Lauren A. Wood, Director of Public Services

SUBJECT: Adams Bridge Painting Project

Sealed bids were opened on Tuesday, May 2, 2017 for the cost to paint the Adams Bridge underside, over the CN railroad tracks. The request for proposals was entered into the Michigan Inter-governmental Trade Network (MITN) purchasing system. Five bidders responded. The result of the sealed bids follows in the table below.

Bidder	Base Bid	Complete Bid
Cross Renovation, Inc.	\$18,777	Yes
Precision Painting, Inc.	\$18,885	Yes
Venice Contracting, LLC	\$70,130	Yes
C.A. Hull Company	\$130,000	Yes
Greg Davis Landscape Services	\$246,800	Yes

The lower portion of Adams Bridge, underneath Adams Road and over the CN railroad is in need of primer and paint to cover the graffiti that has been applied to the painted concrete surface. See attached photos. The graffiti is below grade, but is visible from an area along Shepardsbush Street, where it runs alongside Adams Bridge. Complaints from the neighborhood have prompted the City to request quotes for painting over the graffiti. Currently, the Department of Public Services monitors and takes care of any graffiti above grade by painting over it to match the existing paint. Because the bridge underpass is on the railroad tracks, this particular bridge location was never on our routine graffiti patrol, but now it will be. It is considered below grade or not normally visible based on its location. In addition, we do not have right of access for the railway and a permit would be required to perform any work in essence on the tracks.

The specifications for this project include all prep work, pressure washing and priming of the concrete surface and then applying paint to cover the graffiti. The lowest qualified bidder, Cross Renovation, provided a proposal of Sherwin William products, specifically the "Loxon Concrete and Masonry Primer" as well as "A100" exterior paint. These products would not be applied until the entire surface is power washed to ensure proper adhesion. Because the work location is directly around and over the railroad, a Right of Entry Permit and a Flagman Permit is required through CN Railroad. The contractor is required to obtain the permits through the railroad; however CN has been made aware of this upcoming project and will expedite permits upon receipt. An anti-graffiti coating overtop of the paint is under consideration and would potentially add anywhere from \$15,000-\$20,000 to the cost, possibly a phase 2 of this project.

Once the bridge is painted to cover the graffiti, the plan will be to place posted signs such as Under Surveillance, keep frequent inspections for any graffiti on the bridge along with the Police Department patrols, then later add anti-graffiti coating on underpass walls, if or when warranted. Another option is to perform the painting and anti-graffiti coating all at the same time.

Funds are available in the 2016-2017 fiscal year from account #101-751.000-811.0000, Parks - Other Contractual Services.

SUGGESTED RESOLUTION:

To approve the award of the Adams Bridge Painting Project to Cross Renovation, Inc. in an amount not to exceed \$18,777.00. Funds are available from the Parks - Other Contractual Services account #101-751.000-811.0000 for these services. Further, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City upon receipt of required insurances.

OR

To approve the award of the Adams Bridge Painting Project to Cross Renovation, Inc. in an amount not to exceed \$38,777.00 for painting and the anti-graffiti coating. Funds are available from the Parks - Other Contractual Services account #101-751.000-811.0000 for these services. Further, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City upon receipt of required insurances.



**ATTACHMENT A - AGREEMENT
For Adams Bridge Painting Project**

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 Cross Renovation, Inc., having its principal office at 34133 Schoolcraft Rd, Livonia, MI 48150 (hereinafter called "Contractor"), provides as follows:

WITNESSETH:

WHEREAS, the City of Birmingham, through its Public Service Department, is desirous of having the Adams Bridge exterior cement walls painted over the CN railroad tracks in the City of Birmingham.

WHEREAS, the City has heretofore advertised for bids for the procurement and performance of services required to paint the exterior cement walls of the Adams Bridge over the CN railroad tracks, 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 the painting of the exterior cement walls of the Adams Bridge over the CN railroad tracks.

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 the painting of the exterior cement walls of the Adams Bridge over the CN railroad tracks, and the Contractor's cost proposal dated May 2, 2017 shall be incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto. If any of the documents are in conflict with one another, this Agreement shall take precedence, then the RFP.
2. The City shall pay the Contractor for the performance of this Agreement in an amount not to exceed \$18,777.00, as set forth in the Contractor's May 2, 2017 cost proposal.
3. This Agreement shall commence upon execution by both parties, unless the City exercises its option to terminate the Agreement in accordance with the Request for Proposals.
4. The Contractor shall employ personnel of good moral character and fitness in performing all services under this Agreement.

5. The Contractor and the City agree that the Contractor is acting as an independent Contractor with respect to the Contractor's role in providing services to the City pursuant to this Agreement, and as such, shall be liable for its own actions and neither the Contractor nor its employees shall be construed as employees of the City. Nothing contained in this Agreement shall be construed to imply a joint venture or partnership and neither party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as specifically outlined herein. Neither the City nor the Contractor shall be considered or construed to be the agent of the other, nor shall either have the right to bind the other in any manner whatsoever, except as specifically provided in this Agreement, and this Agreement shall not be construed as a contract of agency. The Contractor shall not be entitled or eligible to participate in any benefits or privileges given or extended by the City, or be deemed an employee of the City for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer contributions on behalf of the City.
6. The Contractor acknowledges that in performing services pursuant to this Agreement, certain confidential and/or proprietary information (including, but not limited to, internal organization, methodology, personnel and financial information, etc.) may become involved. The Contractor recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the City. Therefore, the Contractor agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. The Contractor shall inform its employees of the confidential or proprietary nature of such information and shall limit access thereto to employees rendering services pursuant to this Agreement. The Contractor further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.
7. This Agreement shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan. The Contractor agrees to perform all services provided for in this Agreement in accordance with and in full compliance with all local, state and federal laws and regulations.
8. If any provision of this Agreement is declared invalid, illegal or unenforceable, such provision shall be severed from this Agreement and all other provisions shall remain in full force and effect.
9. This Agreement shall be binding upon the successors and assigns of the parties hereto, but no such assignment shall be made by the Contractor without the prior written consent of the City. Any attempt at assignment without prior written consent shall be void and of no effect.
10. The Contractor agrees that neither it nor its subcontractors will discriminate against any employee or applicant for employment with respect to hire, tenure, terms,

conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight or marital status. The Contractor shall inform the City of all claims or suits asserted against it by the Contractor's employees who work pursuant to this Agreement. The Contractor shall provide the City with periodic status reports concerning all such claims or suits, at intervals established by the City.

11. The Contractor shall not commence work under this Agreement until it has, at its sole expense, obtained the insurance required under this paragraph. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with carriers acceptable to the City of Birmingham.
12. The Contractor shall maintain during the life of this Agreement the types of insurance coverage and minimum limits as set forth below:
 - A. Workers' Compensation Insurance: Contractor shall procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
 - B. Commercial General Liability Insurance: Contractor shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.
 - C. Motor Vehicle Liability: Contractor shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
 - D. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be *Additional Insureds*: The City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to any other coverage that may be available to the additional insured, whether any other available coverage by primary, contributing or excess.

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

13. To the fullest extent permitted by law, the Contractor and any entity or person for whom the Contractor is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City of Birmingham, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Birmingham against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Birmingham, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Birmingham, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Agreement. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of its elected or appointed officials, employees, volunteers or others working on behalf of the City of Birmingham.
14. If, after the effective date of this Agreement, any official of the City, or spouse, child, parent or in-law of such official or employee shall become directly or indirectly interested in this Agreement or the affairs of the Contractor, the City shall have the right to terminate this Agreement without further liability to the Contractor if the disqualification has not been removed within thirty (30) days after the City has given the Contractor notice of the disqualifying interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.
15. If Contractor fails to perform its obligations hereunder, the City may take any and all remedial actions provided by the general specifications or otherwise permitted by law.
16. All notices required to be sent pursuant to this Agreement shall be mailed to the following addresses:
- City of Birmingham
Attn: Carrie Laird
Department of Public Services
851 S Eton St
Birmingham, MI 48009
(248) 530-1700
17. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 48th District Court or by arbitration. If both parties elect to have the dispute resolved by arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan and administered by the American Arbitration Association with one arbitrator being used, or three arbitrators in the event any party's claim exceeds \$1,000,000. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Such arbitration shall qualify as statutory arbitration pursuant to MCL§600.5001 et. seq., and the Oakland County Circuit Court or any court having

jurisdiction shall render judgment upon the award of the arbitrator made pursuant to this Agreement. The laws of the State of Michigan shall govern this Agreement, and the arbitration shall take place in Oakland County, Michigan. In the event that the parties elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suit in the Oakland County Circuit Court or the 48th District Court.

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

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

WITNESSES:


Justin Butler Estimator

CONTRACTOR


By: 
Mike Butcher
Its: VP


CITY OF BIRMINGHAM


By: _____
Mark Nickita
Its: Mayor


By: _____
J. Cherilynn Brown
Its: City Clerk

Approved:


Lauren A. Wood. Director Public
Services
(Approved as to substance)


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


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


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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/07/2017

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 Phone: (248) 862-2127 Fax: (248) 886-9091

INSURCO INSURANCE AGENCY
5600 WEST MAPLE RD., SUITE C-310
WEST BLOOMFIELD MI 48322

CONTACT NAME Insurco Insurance Agency

PHONE (A/C, No, Ext) (248) 886-9090

FAX (A/C, No) (248) 886-9091

E-MAIL ivan@insurcomi.com

ADDRESS

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : GRANGE INS CO OF MI

11136

INSURER B : GRANGE INS CO OF MI

11136

INSURER C : GRANGE INS CO OF MI

11136

INSURER D : GRANGE INS CO OF MI

11136

INSURER E : STARSTONE SPECIALTY INSURANCE COMPANY 44776

INSURER F :

INSURED
CROSS RENOVATION, INC.
28941 JOHN HAUKE
GARDEN CITY MI 48135

COVERAGES

CERTIFICATE NUMBER: 5586

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	ADDL INSD	SUBR WVD	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 checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CT 2002250	10/08/16	10/08/17	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED. EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CT 2002250	10/08/16	10/08/17	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 type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			CUP 2134718	10/08/16	10/08/17	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCP2002258	10/08/16	10/08/17	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE-EA EMPLOYEE \$ 500,000 E.L. DISEASE-POLICY LIMIT \$ 500,000
E	POLLUTION COVERAGE			60843E170AEM	06/06/17	06/06/18	PER CLAIM LIMIT \$1,000,000 AGGREGATE \$1,000,000

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

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.

CERTIFICATE HOLDER

CANCELLATION

City of Birmingham
Parks & Recreation Manager
851 S. Eton
Birmingham, MI 48009

Attention:

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

Ivan Kilano
IVAN F KILANO

Grange Ins. Co. of Michigan
P.O. Box 1218
Columbus, Ohio 43216-1218

COMMERCIAL POLICY CHANGE ENDORSEMENT IL 16

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured/Mailing Address: CROSS RENOVATION, INC. 34133 SCHOOLCRAFT RD LIVONIA MI 48150		Agency Name/Address/Code Number: INSURCO INSURANCE AGENCY INC 5600 W MAPLE ROAD SUITE C-310 WEST BLOOMFIELD, MI 48322 21-01365-01	
Policy Number: Mod: CT 2002250-04	Effective Date of Change: 05/17/17 at 12:01 AM Standard Time		End No. 10

The following item(s):

- | | |
|---|--|
| <input type="checkbox"/> Insured's Name | <input checked="" type="checkbox"/> Limits/Exposures |
| <input type="checkbox"/> Insured's Mailing Address | <input type="checkbox"/> Deductibles |
| <input type="checkbox"/> Insured's Legal Entity/Business of Insured | <input type="checkbox"/> Covered Property/Location Description |
| <input checked="" type="checkbox"/> Premium Determination | <input type="checkbox"/> Classification/Class Codes |
| <input checked="" type="checkbox"/> Additional Interested Parties | <input type="checkbox"/> Rates |
| <input type="checkbox"/> Coverage Forms and Endorsements | <input type="checkbox"/> Vehicle(s) |

Is (are) changed to read [See Additional Page(s)]:

* ADDING BP 04 48 ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION FOR THE CITY OF BIRMINGHAM. SEE ATTACHED DECLARATIONS.

Authorized Representative

Issue Date: 05/17/17

Annual Premium Change: 27.00 ADD'L
Pro Rata Premium Change: 11.00 ADD'L

Premium does not include service charges.

Grange Ins. Co. of Michigan

Other Interests

Prem# 9999 Bldg# 001 BP 04 48
Additional Insured
THE CITY OF BIRMINGHAM
851 S. ETON
BIRMINGHAM MI 48009

Named Insured: CROSS RENOVATION, INC.
Policy Number: CT 2002250

BP241 (10-2004)

AGENT COPY

Page 8
BPPOL4A



MEMORANDUM

Engineering Dept.

DATE: June 16, 2017

TO: Joseph Valentine, City Manager

FROM: Paul T. O'Meara, City Engineer

SUBJECT: Quarton Rd. Pump Station
Transfer to Oakland Co. Water Resources Commissioner's Office
(OCWRC)

In 1996, the Detroit Water & Sewer Dept. (DWSD) installed a 72 inch regional water main to strengthen their system in this area, which extended for several miles. A section of the new water main was installed on Quarton Rd., along Birmingham's north boundary. In order to make room for this large pipeline, the project included removal and relocation of an 8 inch sanitary sewer that was in the Quarton Rd. right-of-way, extending from Chesterfield Ave. to Lakeside Dr. The subject sanitary sewer served the homes located directly on Quarton Rd. from Pilgrim Ave. to Chesterfield Ave.

As a part of the reconstruction effort, DWSD installed a new 8 inch sanitary sewer along the south edge of the right-of-way. The outlet for this sewer to the Oakland Co. interceptor was changed from the original design, to a point about 150 ft. east of Pilgrim Ave. After construction, the frequency of which sewer backups from the County interceptor pushed backward into the new 8 inch sanitary sewer increased at an alarming rate, thereby flooding a small number of Quarton Rd. basements located in the low area west of Pilgrim Ave. Since backflow in the County interceptor was a much larger problem than what Birmingham could address, our consultant Hubbell, Roth, & Clark suggested the construction of a pump station at the point where this new sewer connects into the County sewer. In 1999, the City installed a new pump station in the Quarton Rd. right-of-way, about 150 ft. east of Pilgrim Ave. The station contains a control box, a valve in a well, and a pump within a separate well.

During normal conditions, the sewer drains to the County interceptor as it was designed to do, with gravity flow. Flow sensors monitor the flow level in the adjacent County sewer. Once it senses that flow is starting to go in the wrong direction (under pressure), the controller closes the valve, and directs flow from the small sewer into the storage well with a pump. This effectively closes off the small sewer from backflow being experienced by the County sewer. Once flow levels are back to normal in the County sewer, the sewage in the wet well chamber is pumped out and into the County sewer for disposal.

Since this problem was created by changes made by DWSD, and the flows causing backup conditions were coming from the adjacent OCWRC sewer, the City never felt that it should be financially responsible for the cost of this station. After attempting to get cost participation from these agencies failed, the City installed and has continued to cover the cost of maintaining and operating this station. In the meantime, repeated requests from this office to the OCWRC about their need to be responsible for this operation have finally proven successful.

As you know, the OCWRC is beginning construction of a new storage sewer facility at the intersection of Woodward Ave. and Quarton Rd. The need for this project is directly linked to the capacity issues that the County interceptor has in this area. The OCWRC has acknowledged this, and has now offered to take over ownership and responsibility to operate this pump station.

The County has offered to overhaul the entire facility, now over 20 years old, to help make certain that it operates trouble free for many years to come. Planned improvements include a new control center, an on-site natural gas powered emergency generator in case of local power failure, new sump pump, and new switches. The OCWRC will also tie the station into their County wide communications system, so that when the station is active, messages will be sent to their control room wirelessly, rather than by the current telephone dialer system. In exchange for taking over the station, the OCWRC will also use the level monitoring system to help operate a new flow chamber to be constructed in the Woodward Ave. median north of Quarton Rd., as a part of their capacity improvement project.

The OCWRC has prepared the following documents for review and approval:

1. Proposed plan of improvements, including references to the original plans. (Both the new plans and the original plans were prepared by Hubbell, Roth, & Clark, Inc.)
2. Draft Operational Plan (the operational plan will be fine tuned if needed after renovations have been made, with revisions to be reviewed by City staff prior to final exchange).
3. Memorandum of Understanding
4. Bill of Sale
5. Certificate of Insurance from the Contractor covering the OCWRC and the City of Birmingham

The City will continue to own and operate the facility while the improvements are being made. As renovations are made, City staff will be apprised so that they are aware of what is occurring. If there is a failure that occurs during the time the improvements are being made, the Contractor hired by the OCWRC to make these improvements has insurance to cover any costs or liabilities that may arise. Once the facility has been completed to the County's satisfaction, they will ask the City to sign the Bill of Sale turning over ownership of the facility to the OCWRC.

We see this exchange as a positive for the City. The OCWRC will become responsible for the future ownership and operations of the pump station, at no cost to the City. It will become a good location for the County to monitor the flows in its interceptor sewer. Plus, assuming the large sewer to be installed on Woodward Ave. to the east provides sufficient storage, the need for this station to operate during high flows should be substantially reduced. The following resolution pertains to the Memorandum of Understanding only. The Commission will be asked to agree to the Bill of Sale in the future once the renovations are completed to the satisfaction of both parties.

SUGGESTED RESOLUTION:

To authorize the Mayor to sign the Memorandum of Understanding with the Oakland County Water Resources Commissioner pertaining to the Quarton Rd. Pump Station located at 1371 Quarton Rd., authorizing the renovation of the facility to their standards, with the intention of the County taking ownership and responsibility for it upon completion, through a subsequent Bill of Sale.





TIME - 05-May-2017, 02:04 PM

PER TEL - 01/20/2019HRC

CUR TEL - 1/20/2019HRC PDF FILE

DATE

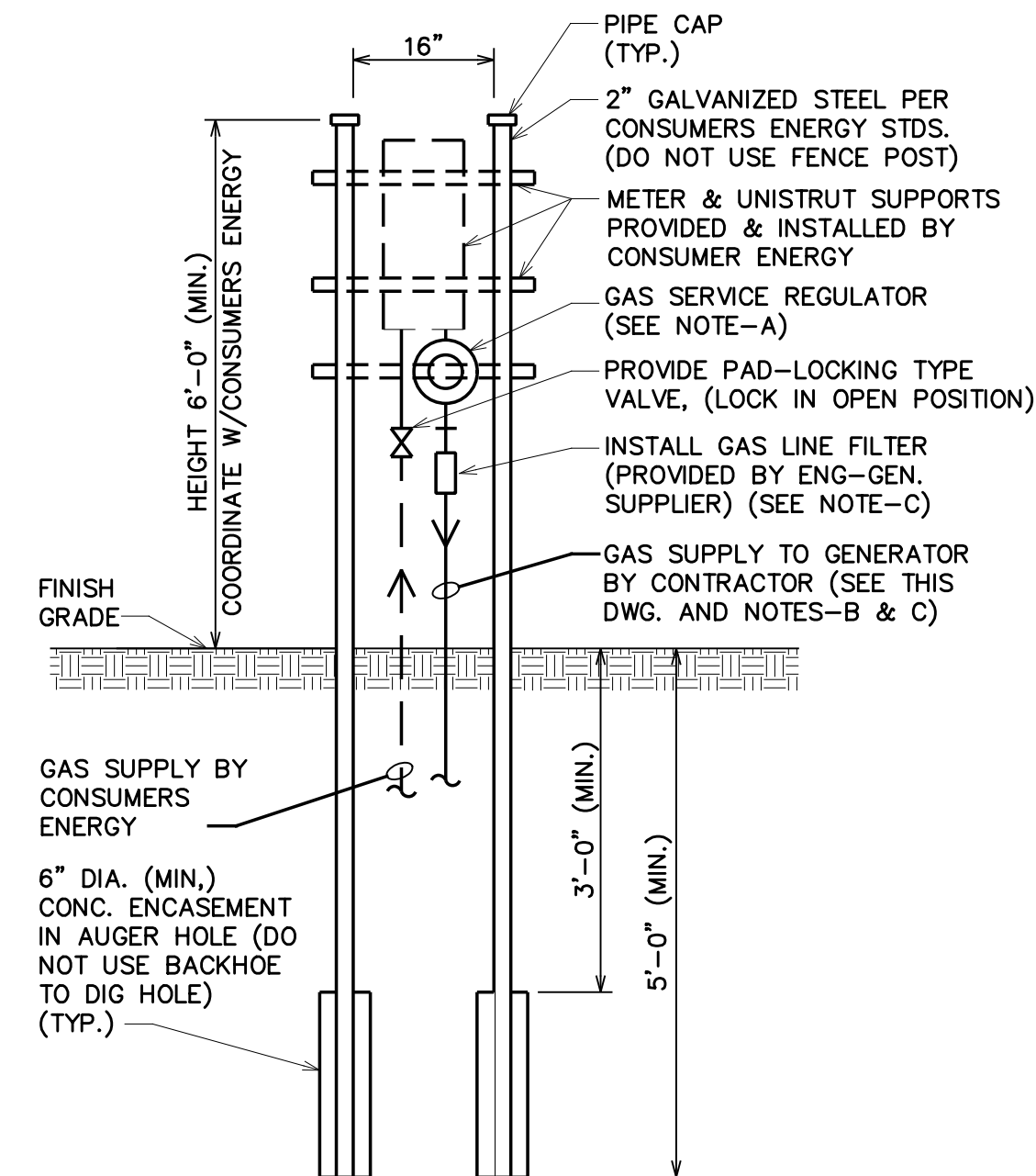
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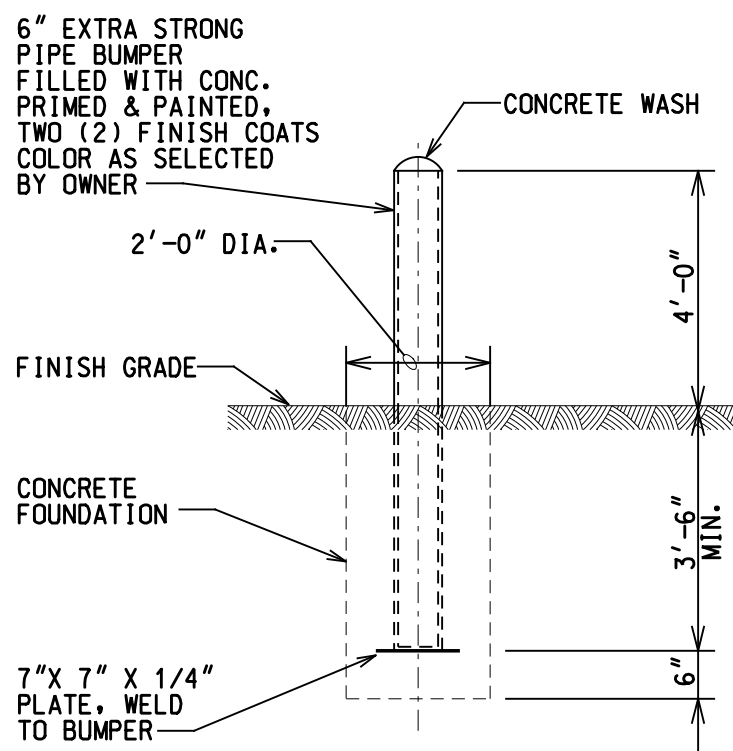
QUANTITIES THIS SHEET			
QUARTON ROAD PUMP STATION RTU PANEL, INSTRUMENTATION & ELECTRICAL SUB-FEED, COMPLETE			
NO.	ITEM	QTY.	UNIT
1	PROVIDE AND INSTALL ELECTRICAL AND I&C EQUIPMENT AND DEVICES FOR THE PUMP STATION MONITORING, AND SEWER LEVEL MONITORING, AND FOR THE EXISTING PUMP STATION IMPROVEMENTS (DEVICES AND EQUIPMENT REPLACEMENT) COMPLETE, INCLUDING: RTU CABINET, ON BASE: LEVEL INSTRUMENT, WITH MOUNTING APPURTENANCES; FLOAT SWITCHES, WITH MOUNTING APPURTENANCES; INTERCONNECTION RACEWAYS, CONDUIT, FITTINGS, JUNCTION BOXES, SEAL-OFF FITTINGS, STRAPS, HANGERS, ETC., FROM THE RTU CABINET TO ALL EQUIPMENT AT/IN THE SEWER MANHOLE; INTERCONNECTION RACEWAYS, CONDUIT, FITTINGS, JUNCTION BOXES, SEAL-OFF FITTINGS, STRAPS, HANGERS, ETC., FROM THE RTU CABINET TO THE EXISTING PUMP CONTROL CABINET; INSTRUMENT SIGNAL WIRE AND CABLE, AND ALL TERMINATIONS AT THE RTU CABINET, AND ALL SPLICES AND TERMINATIONS TO THE INSTRUMENTS; POWER WIRE AND CABLE, AND ALL TERMINATIONS AT THE RTU CABINET, AND ALL SPLICES AND TERMINATIONS TO EXISTING PUMP CONTROL CABINET; ENGINE-GENERATOR SYSTEM, IN OUTDOOR HOUSING, ON BASE; POWER WIRE AND CABLE, AND SIGNAL WIRE AND CABLE, AND ALL TERMINATIONS AT THE RTU CABINET, AND ALL SPLICES AND TERMINATIONS TO THE NEW ENGINE-GENERATOR; STARTUP, AND COMMISSIONING SERVICES AS REQUIRED PER THE SPECIFICATIONS, AND TO COORDINATE WITH THESE SERVICES PROVIDED BY OTHER TRADES AND BY THE OWNERS PREFERRED SCADA PROVIDER. PROVIDE AND INSTALL REVISED DTE ELECTRICAL SERVICE TO THE RTU CABINET FROM THE EXISTING DTE SERVICE POLE AT THE QUARTON ROAD SITE, COMPLETE, INCLUDING: INTERCONNECTION RACEWAYS, CONDUIT, FITTINGS, JUNCTION BOXES, SEAL-OFF FITTINGS, STRAPS, HANGERS, ETC., FROM THE DTE SERVICE POLE TO THE RTU CABINET. SECONDARY SERVICE POWER WIRE AND CABLE, AND ALL TERMINATIONS AT THE RTU PANEL METER TO POWER THE RTU PANEL; RE-FEED THE EXISTING PUMP CONTROL PANEL FROM THE NEW RTU CABINET, AS INDICATED ON THE DRAWINGS; REPLACE THE EXISTING UPS IN THE EXISTING PUMP CONTROL PANEL WITH A NEW UPS AND RECONNECT LOADS AS ORIGINALLY INDICATED; DISCONNECT THE EXISTING VALVE PIT SUMP PUMP, AND RE-CONNECT AS REQUIRED THE NEW REPLACEMENT SUMP PUMP (PUMP PROVIDED BY OTHERS). PROVIDE AND INSTALL NEW CONSUMERS ENERGY GAS SERVICE TO THE ENGINE-GENERATOR; METER RACK, VALVES, FITTINGS, ETC., AS DETAILED; GAS LINE FROM METER RACK TO NEW ENGINE-GENERATOR, INCLUDING ALL FITTINGS, STRAPS, HANGERS, ETC. FOR A COMPLETE WORKING SYSTEM. 5 BOLLARDS SHALL BE INSTALLED TO PROTECT EQUIPMENT. GRASS PAVERS, 45 SQ. YD., SHALL BE INSTALLED TO PROVIDE ALL-SEASON PARKING AS INDICATED.	1	L.S.

NOTE: ALL DTE CHARGES FOR ESTABLISHING THE REVISED SERVICE TO SUPPLY THE NEW RTU CABINET, AND CONNECTING/TERMINATING THE SERVICE, THE TAP, SHUT-OFF VALVE, ETC., AND FOR OTHER ITEMS OR SERVICES PROVIDED BY CONSUMERS SHALL BE COVERED BY THE CONSUMERS ALLOWANCE UNDER THE PROPOSAL, AS DESCRIBED THEREIN, AND ARE NOT TO BE INCLUDED IN THE ABOVE LUMP SUM.

NOTE: ALL CONSUMERS ENERGY CHARGES FOR ESTABLISHING THE NEW SERVICE, THE TAP, SHUT-OFF VALVE, ETC., AND FOR OTHER ITEMS OR SERVICES PROVIDED BY CONSUMERS SHALL BE COVERED BY THE CONSUMERS ALLOWANCE UNDER THE PROPOSAL, AS DESCRIBED THEREIN, AND ARE NOT TO BE INCLUDED IN THE ABOVE LUMP SUM.



GAS METER SUPPORT DETAIL
N.T.S.

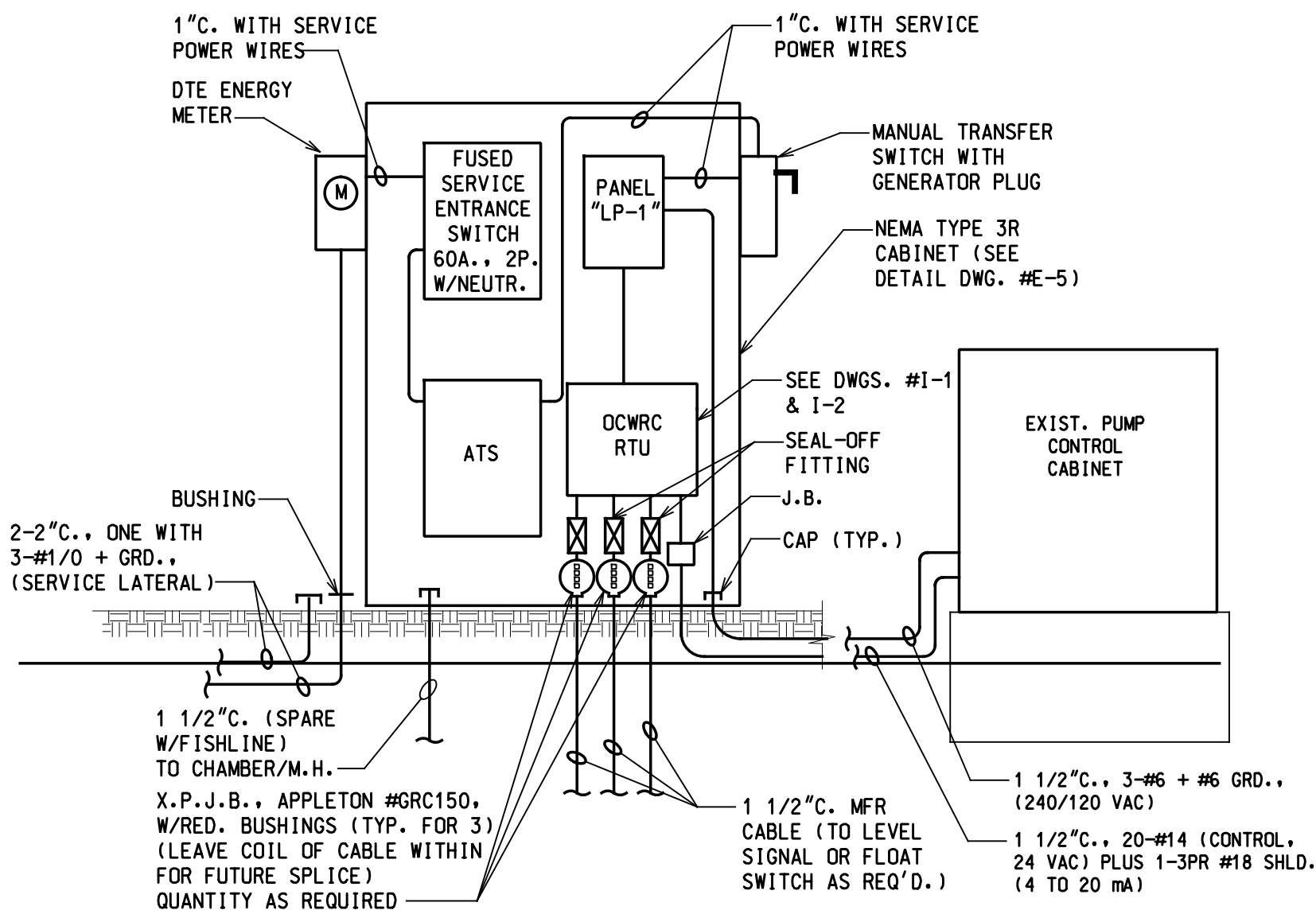


BOLLARD DETAIL
N.T.S.

GAS METER SUPPORT NOTES:

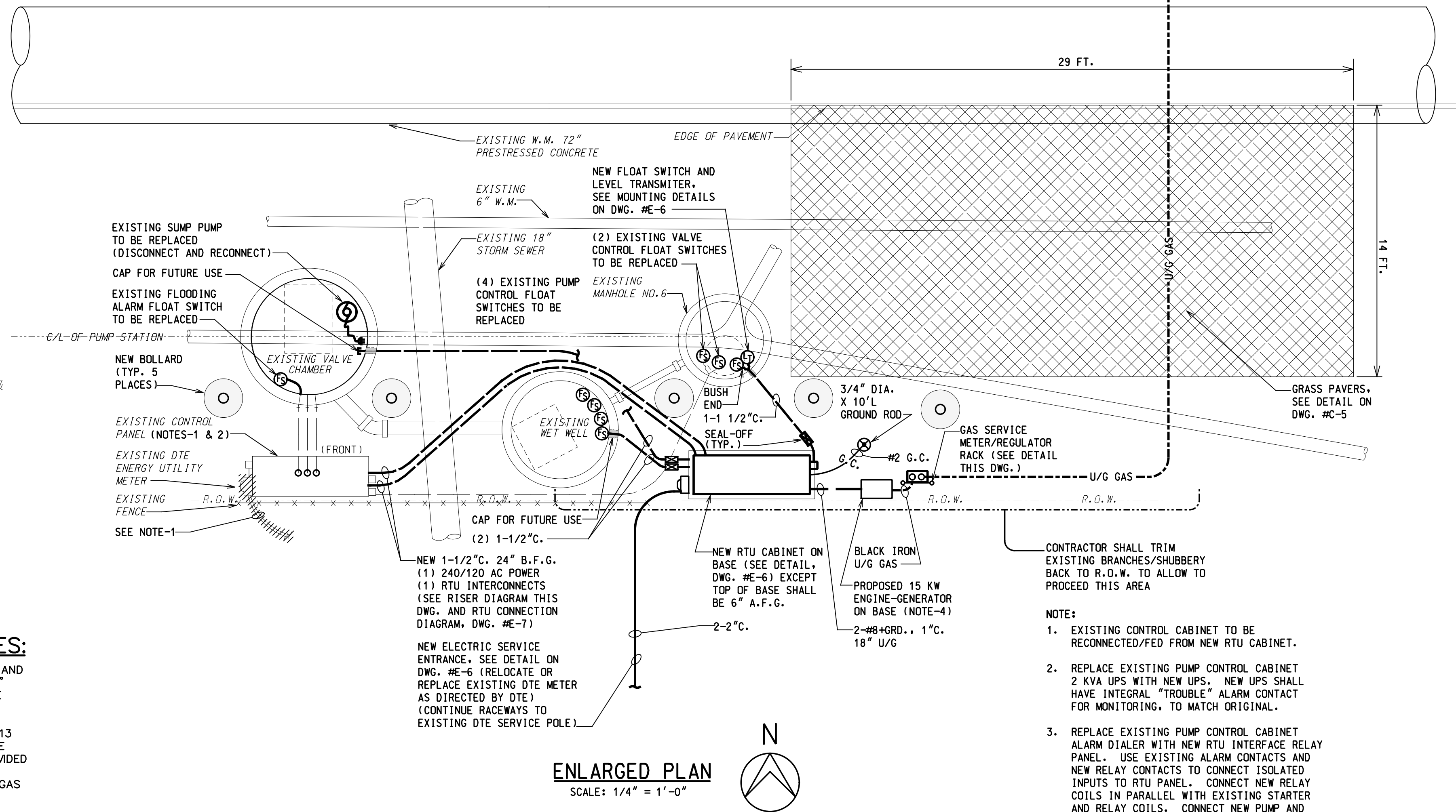
- CONTRACTOR SHALL SUPPLY FINAL REGULATOR AND SHALL BE AS REQUIRED TO DELIVER GAS AT 11" W.C. TO THE GENERATOR. REGULATOR SHALL BE FISHER MODEL TYPE HSR OR EQUAL.
- BELOW GRADE GAS PIPING SHALL BE ASTM D2513 POLYETHYLENE PIPE (PE). TRANSITION TO ABOVE GRADE ASTM A53 STEEL PIPING SHALL BE PROVIDED.
- PROVIDE REDUCER, IF REQUIRED FROM SUPPLY GAS PIPING FOR CONNECTION TO GENERATOR.

GAS/FUEL DEMAND GAS SUPPLY AT 7 INCHES W.C.		
ITEM	ITEM	SCFM
1	STANDBY ENGINE-GENERATOR	350



PUMP STATION RTU SITE RISER DIAGRAM

NO SCALE
(THE NUMBER OF CONDUITS, AND DESTINATIONS, MAY VARY.
SEE SITE PLANS FOR THIS INFORMATION)
RISER DIAGRAM SHOWS SERVICE SWITCH AND ATS INTERNAL
TO CABINET. COORDINATE WITH PLAN AS NOTED THERE.



LOAD SUMMARY		
120/240V., 1 PH., 3W., 60 AMP SERVICE		
ITEM	DESCRIPTION	F.L.A.
PUMP	PUMP MOTOR 1.6 HP, 230V., 1 PH., 60 HZ.	7.1A.
STATION MISC.	120/240V., 1 PH., 60 HZ., CONTROL, LTG. AND RECEPTACLES	15A.
TOTAL CONNECTED LOAD		22.1A.

ENLARGED PLAN
SCALE: 1/4" = 1'-0"

1/4" = 1' - 0"

NOTICE:

ALL EXISTING UTILITIES SHOWN ON THIS TOPOGRAPHIC SURVEY HAVE BEEN TAKEN FROM VISUAL OBSERVATION, AND RECORD MAPPING WHERE AVAILABLE. NO GUARANTEE IS MADE, OR SHOULD BE ASSUMED, AS TO THE COMPLETENESS OR ACCURACY OF THE UTILITIES SHOWN ON THIS DRAWING. PARTIES UTILIZING THIS INFORMATION SHALL FIELD VERIFY THE ACCURACY AND COMPLETENESS PRIOR TO CONSTRUCTION ACTIVITIES.



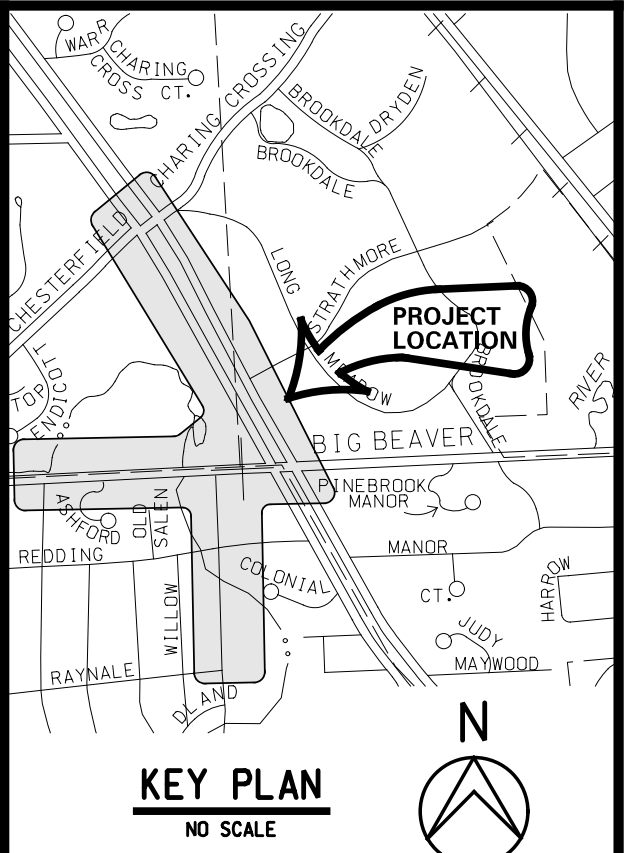
CALL 811.COM

CALL MISS DIG
72 HOURS
(3 WORKING DAYS)
BEFORE YOU DIG
1-800-482-7171
or 811
(TOLL FREE)



HRC
HUBBELL, ROTH & CLARK, INC
CONSULTING ENGINEERS SINCE 1915
555 HULET DRIVE P.O. BOX 824
BLOOMFIELD HILLS, MICH. 48303 - 0824
PHONE: (248) 454-6300
FAX (1st Floor): (248) 454-6312
FAX (2nd Floor): (248) 338-2592
WEB SITE: [http:// www.hrc-engr.com](http://www.hrc-engr.com)

DATE	ADDITIONS AND/OR REVISIONS
5-8-17	ISSUED FOR CONSTRUCTION
4-3-17	ISSUED FOR BIDS
2-16-17	ISSUED FOR MOOT PERMIT
1-10-17	ISSUED FOR MOOT PERMIT
12-9-16	ISSUED FOR MDOQ REVIEW
10-31-16	80% OWNER REVIEW
6-22-16	70% OWNER REVIEW
DATE	ADDITIONS AND/OR REVISIONS
DESIGNED	K.L.C.
DRAWN	B.T.L.
CHECKED	K.L.C.
APPROVED	D.W.M.

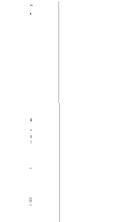
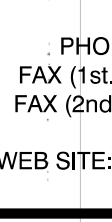




OAKLAND COUNTY WATER RESOURCES COMMISSIONER QUARTON ROAD RELIEF SEWER

OAKLAND COUNTY MICHIGAN

ELECTRICAL QUARTON PUMP STATION PLANS AND DETAILS

HRC JOB NO. 20140774	SCALE AS NOTED
DATE JANUARY 2017	SHEET NO. E-4 OF

 WRC WATER RESOURCES COMMISSIONER <i>Jim Nash</i>															
<div style="display: flex; justify-content: space-between;"> <div style="flex: 1;">  HUBBELL, ROTH & CLARK, INC. CONSULTING ENGINEERS SINCE 1915 555 HULET DRIVE BLOOMFIELD HILLS, MICH. PHONE: (248) 454-6300 FAX (1st Floor): (248) 454-6312 FAX (2nd Floor): (248) 338-2592 </div> <div style="flex: 1; text-align: right;"> P.O. BOX 824 48303 - 0824 REF ID: A66582 </div> </div> <div style="margin-top: 10px;"> WEB SITE: http:// www.hrc-engr.com </div>															
															
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">DATE</th> <th>ADDITIONS AND/OR REVISIONS</th> </tr> </thead> <tbody> <tr> <td>5-8-17</td> <td>ISSUED FOR CONSTRUCTION</td> </tr> <tr> <td>4-3-17</td> <td>ISSUED FOR BIDS</td> </tr> <tr> <td>DESIGNED</td> <td>T.G.M.</td> </tr> <tr> <td>DRAWN</td> <td>T.W.R.</td> </tr> <tr> <td>CHECKED</td> <td>T.G.M.</td> </tr> <tr> <td>APPROVED</td> <td>D.W.M.</td> </tr> </tbody> </table> <p style="font-size: small; margin-top: 5px;">V:\201407\20140714\C\SheetA\REF03_PL.01.dgn</p>		DATE	ADDITIONS AND/OR REVISIONS	5-8-17	ISSUED FOR CONSTRUCTION	4-3-17	ISSUED FOR BIDS	DESIGNED	T.G.M.	DRAWN	T.W.R.	CHECKED	T.G.M.	APPROVED	D.W.M.
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CHECKED	T.G.M.														
APPROVED	D.W.M.														
 <p style="margin-top: 10px;">KEY PLAN NO SCALE</p>															
<p>OAKLAND COUNTY WATER RESOURCES COMMISSIONER</p> <h2 style="margin: 10px 0;">QUARTON ROAD RELIEF SEWER</h2> <p style="display: flex; justify-content: space-between; font-weight: bold;">OAKLAND COUNTY MICHIGAN</p> <hr/> <p style="margin-bottom: 10px;">QUARTON ROAD PUMP STATION ELECTRICAL PLANS AND DETAILS</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; vertical-align: top;"> HRC JOB NO. 20140774 </td> <td style="width: 50%; vertical-align: top;"> SCALE AS NOTED </td> </tr> <tr> <td style="vertical-align: top;"> DATE JANUARY 2017 </td> <td style="vertical-align: top;"> SHEET NO. REF-3 OF 4 </td> </tr> </table>		HRC JOB NO. 20140774	SCALE AS NOTED	DATE JANUARY 2017	SHEET NO. REF-3 OF 4										
HRC JOB NO. 20140774	SCALE AS NOTED														
DATE JANUARY 2017	SHEET NO. REF-3 OF 4														

QUARTON ROAD PUMP STATION OPERATIONAL PLAN

5/10/2017

The Quarton Road Pump Station was constructed in 1999 by the City of Birmingham to provide protection for 11 residences from basement flooding as a result of high water elevations in the adjacent 27-inch interceptor sewer. The pump station is located on Quarton Road east of Pilgrim Road.

The Oakland County Water Resources Commissioner's office (WRC) is working with the City of Birmingham to assume control of the pump station. WRC is planning to make improvements to the pump station as part of the Amy Pump Station and Quarton Road Storage projects in 2017. The station is currently using an auto-dialer to communicate with maintenance personnel. WRC's project will integrate the pump station into the county-wide SCADA network to facilitate more robust communication, monitoring and control of the station. The SCADA system is monitored 24 hours a day every day by Oakland County Safety Dispatch who will contact WRC personnel at the George W. Kuhn facility in Madison Heights in the event of operational issues.

This plan documents the post-construction operation of the station and will not be finalized until the new instrumentation and controls are in place at the end of construction.

Normal Operation

1. During normal flow conditions, the actuated valve at the Quarton Road Pump Station will be positioned to direct flow by gravity to the 27-inch Evergreen-Farmington Sewer.
2. The float switch in manhole #6 continuously monitors the water level.
3. When the water level in manhole #6 reaches an elevation of 747.3, a high level float switch activates a 3-way valve, isolating the residents from high levels in the Evergreen-Farmington Sewer, and flow is diverted to the wet well at the pump station.
4. When the water level in manhole #6 is below an elevation of 747.3, the actuated valve return to its original position directing flow by gravity to the 27-inch Evergreen-Farmington Sewer.

Emergency Operations

The station will be equipped with multiple alarms that will communicate with SCADA. There is a separate operation for each alarm scenario. Alarms are sent using the SCADA system to Oakland County Safety Dispatch and are monitored all day every day. Safety Dispatch then alerts WRC personnel at the GWK Facility during working hours or the on-call personnel after hours.

1. Interceptor High Level/Station is active

- a. Description: Water level has risen above elevation of 747.3 in manhole #6 to activate the 3-way valve to divert flow into the station. The pump station pumps flow to manhole #6 until the water level is below 747.3
- b. Required Action:
 - Operator will confirm that pump is running and that no other alarms are pending.
 - Operator will confirm that the interceptor level is high using the level sensor for the Quarton Road Storage.
 - Operator may visit the site to confirm that the station is operating correctly.

2. Valve Chamber Flooding

- a. Description: High level of water in the valve chamber due to sump pump failure or inflow beyond the capacity of the pump.
- b. Required Action:
 - In dry weather, dispatch personnel to the site as available to check condition
 - In wet weather, dispatch personnel immediately to check condition.

3. Bypass Valve Trouble

- a. Description: The control valve has either failed to close in response to high interceptor conditions or has not reopened completely after an event.
- b. Required Action:
 - Dispatch personnel to site immediately to operate the valve manually (using handwheel or local controls in the control cabinet or valve chamber)

4. Pump Fault

- a. Description: There is a problem with the submersible pump which could be high pump temperature, pump seal leak, or other issues causing the pump not to start.
- b. Required Action:
 - Dispatch personnel to site immediately with a portable pump and generator.

5. High Wet Well Level

- a. Description: The water level in the wet well is at or above 748.3 which could be caused by problems with the pump station.
- b. Required Action:
 - Dispatch personnel to site immediately with a portable pump and generator.

- Confirm that pump is operational

6. Power Failure

- a. Description: Power is out at the station
- b. Required Action:
 - In dry weather, dispatch personnel to site as available to check condition.
 - In wet weather, confirm that the generator is operational and that pump is running.
 - Contract DTE Energy to report the outage and identify time when service is to be restored.

7. Communication Failure

- a. Description: The station is not communicating with SCADA.
- b. Required Action:
 - In dry weather, dispatch personnel to site as available to check condition.
 - In wet weather, dispatch personnel to site immediately with a portable pump and generator.

8. Generator Failure

- c. Description: The generator does not automatically start during a power failure.
- d. Required Action:
 - Dispatch personnel to site immediately with a portable pump and generator.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into on June ____, 2017, by the City of Birmingham, with its offices located at 151 Martin Street, Birmingham, Michigan 48012 (the “City”), and the County of Oakland, by and through its Water Resources Commissioner, as the county agency acting pursuant to Act No. 342, of the Public Acts of Michigan, 1939, as amended, with its offices located at One Public Works Drive, Waterford, Michigan 48328 (the “WRC”).

MUTUAL UNDERSTANDINGS

- A. The City intends on transferring and the WRC intends on accepting transfer of property known as the Quarton Road Pump Station through a bill of sale, deed, or other transfer documents; and
- B. Before the WRC will accept the transfer of the Pump Station, certain improvements must be made to the Pump Station.

AGREEMENT

Therefore, based upon the above mutual understandings, the parties agree as follows:

- 1. The City will allow WRC to access and make improvements to the Quarton Road Pump Station.
- 2. WRC will ensure that any contractors used by WRC to perform such improvements shall maintain appropriate and adequate insurance as necessary to protect the WRC and the City from any liability as a result of the contractors’ work and improvements. WRC will require that the contractors add the City as an additional named insured.
- 3. The improvements will be made at the discretion and approval of the WRC.
- 4. The City will continue to own and operate the Quarton Road Pump Station until WRC deems the Station is in such condition to be transferred to the WRC. The condition of the Station will be evaluated by WRC similarly to the attached criteria for WRC pump stations (Exhibit A).
- 5. While WRC is performing work at the Quarton Road Pump Station, WRC or its designee shall notify City when changes have been made that alter the operation of the Pump Station so that city staff responsible for operating the Pump Station are aware of the current conditions.
- 6. Upon WRC’s satisfaction with the improvements to the Quarton Road Pump Station, the City and the WRC shall execute an appropriate bill of sale, deed, or other transfer documents in order to transfer the Station from the City to the WRC. A draft Bill of Sale is provided as Exhibit C.

7. WRC shall coordinate the transition of the Pump Station with the City to ensure that the Pump Station remains fully operational.
8. WRC will implement a written operation plan for the Quarton Road Pump Station represented by the Draft Operational Plan attached as Exhibit D. A final operation plan will be provided to the City before WRC assumes control of the Pump Station.

The parties have read and acknowledged the MOU and agree to the mutual understandings as set forth herein.

City of Birmingham

By: _____

Mark Nickita

Its: Mayor

Dated: _____

Oakland County

By: _____

Jim Nash,
Water Resources Commissioner

Dated: _____

Drafted by:
Kelsey Cooke (P73242)
One Public Works Drive
Waterford, MI 48328

BILL OF SALE

This Bill Of Sale, is executed and delivered as of _____, 2017, by the **City of Birmingham**, a Michigan municipal and constitutional corporation, (the “**Seller**”), with its offices located at 151 Martin Street, Birmingham, Michigan 48012, to and in favor of the **County of Oakland**, a Michigan municipal and constitutional corporation, by and through its **Water Resources Commissioner**, as the county agency acting pursuant to Act No. 342, of the Public Acts of Michigan, 1939, as amended, (the “**Buyer**”), with its offices located at One Public Works Drive, Waterford, Michigan 48328.

Seller hereby transfers and conveys to Buyer all of the personal property identified on **Exhibit “A”** attached hereto and incorporated herein by this reference (collectively the “**Property**”). This transfer and conveyance of Property from the Seller to the Buyer provides a mutual benefit to both the Buyer and the Seller because the Seller will no longer need to provide resources to operate and maintain the Property and the Buyer will use the Property as part of a future project. As such, the Buyer shall pay no consideration for the Property transferred and conveyed pursuant to this Bill of Sale.

Seller represents and warrants to Buyer that: (1) Seller is the owner of the Property; (2) the Property is free and clear of all liens, charges, and encumbrances; and (3) the Seller has the full right, power, and authority to sell the Property and to deliver this Bill Of Sale.

The Property is presently located upon the real property described in **Exhibit “B”** attached hereto and incorporated herein by this reference.

SELLER:

City of Birmingham,
a Michigan municipal and
constitutional corporation

By: _____

Mark Nickita

Its: Mayor

BUYER:

Water Resources Commissioner,
for the County of Oakland
a Michigan municipal and
constitutional corporation

By: _____

Jim Nash

Its: Water Resources Commissioner

Exhibit A
Description of Personal Property

Quarton Road Pump Station is located at the outlet of a portion of the City of Birmingham's lateral sanitary sewer to a 27-inch interceptor in the Evergreen Farmington Sewage Disposal System.

The Station consists of:

- 6-foot diameter Valve Chamber, which includes a Dezurik three-way plug valve with electric actuator, a 1/3 horsepower sump pump with associated couplings, pipes and hatch.
- 5-foot diameter Wet Well, which includes a 1.6 horsepower single phase 230 Volt Flygt submersible sewage pump, level floats and associated pipes, wires, conduits, and hatch.
- Float level sensors and associated wiring and conduits in downstream manhole 6.
- 48" x 72" x 24" Control Cabinet, which includes pump control panel, alarm dialer, cooling fan, uninterruptable power supply, relay panel, electrical service from DTE, and all other appurtenances within the cabinet and associated wires and conduit connecting to the valves chamber and wet well.
- The 8-inch ductile iron gravity sewer between the valve chamber and the wet well
- The 4-inch pump discharge forcemain between the submersible sewage pump and downstream manhole 6.

The following items are not considered part of the Quarton Road Pump Station and are not being conveyed to Buyer:

- The 8-inch gravity sewer main located on the south side of Quarton Road, except for the portion that is within the valve chamber between and including the Dresser couplings.
- The 8-inch gravity main connecting manhole 6 to the 27-inch interceptor.
- Manhole 6, except for the items within the manhole listed above.

Exhibit B

Description of Real Property Location

The Quarton Road Pump Station personal property is located within the existing statutory right-of-way for Quarton Road, approximately 160 feet east of the centerline of Pilgrim Avenue and approximately 30 feet south of the centerline of Quarton Road.

Commonly known address: 1371 Quarton Road

Client#: 8585

RICMAN

ACORDTM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/25/2017

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 ZERVOS GROUP, INC. 24724 Farmbrook (248) 355-4411 P.O. Box 2067 Southfield, MI 48037-2067		CONTACT NAME: PHONE (A/C, No, Ext): 248 355-4411 FAX (A/C, No): 248 355-2175 E-MAIL ADDRESS:															
INSURED RIC-MAN CONSTRUCTION INC 42600 R. Mancini Drive Sterling Heights, MI 48314		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Old Republic General Insurance</td> <td>24139</td> </tr> <tr> <td>INSURER B: Zurich American Insurance Compa</td> <td>16535</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Old Republic General Insurance	24139	INSURER B: Zurich American Insurance Compa	16535	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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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	ADDL INSR	SUBR WVD	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 checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL <input checked="" type="checkbox"/> X,C,U GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER:	X	X	A5CG1097160017	06/01/2017	06/01/2018	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> PHYS DAMG <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	A5CA10971600170913	06/01/2017	06/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$	X	X	ZUP41M7769917NF	06/01/2017	06/01/2018	EACH OCCURRENCE \$15,000,000 AGGREGATE \$15,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	A5CW1097160017	06/01/2017	06/01/2018	<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
B	INLAND MARINE LEASED/RENTED EQ			CPP537242411	06/01/2017	06/01/2018	1,000,000

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

REFERENCE: North Evergreen Interceptor Improvement - Quarton Road Relief Sewer OCWRC Project Number 1-2035

Additional Insureds: Jim Nash, Oakland County Water Resources Commissioner; County of Oakland, its employees, agents, and authorized reps; MDOT, Road Commission of Oakland County, City of Bloomfield Hills, Bloomfield Twp, Charter Township of West Bloomfield, City of Birmingham and City of Auburn Hills their Employees, agents and authorized representatives; Hubbell, Roth & Clark, Inc.; CTI & associates, Inc.

Waiver of Subrogation applies as per written contract.

CERTIFICATE HOLDER

CANCELLATION

Oakland County Water Resource
Commissioner
One Public Works Drive Building
95 West
Waterford, MI 48328-1907

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

On 6/2/2017

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ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

6/21/2017

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 Meadowbrook, Inc. Southfield Commercial Agency 26255 American Drive Southfield, MI 48034-6112	CONTACT NAME: PHONE (A/C, No, Ext): 248 358-1100 FAX (A/C, No): 248-603-8430 E-MAIL ADDRESS:														
INSURED Oakland County Water Resources Commissio Quarton Road Relief Sewer Project One Public Works Dr, Building 95 West Waterford, MI 48328	<table border="1"> <thead> <tr> <th data-bbox="803 420 1429 451">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1429 420 1575 451">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="803 451 1429 483">INSURER A : Westchester Fire Insurance Comp</td> <td data-bbox="1429 451 1575 483">10030</td> </tr> <tr> <td data-bbox="803 483 1429 514">INSURER B : ACE Property and Casualty Insur</td> <td data-bbox="1429 483 1575 514"></td> </tr> <tr> <td data-bbox="803 514 1429 546">INSURER C : Endurance American Insurance Co</td> <td data-bbox="1429 514 1575 546">10641</td> </tr> <tr> <td data-bbox="803 546 1429 577">INSURER D : AIG Specialty Insurance Co.</td> <td data-bbox="1429 546 1575 577">26883</td> </tr> <tr> <td data-bbox="803 577 1429 609">INSURER E : Great American Insurance Co. of</td> <td data-bbox="1429 577 1575 609">22136</td> </tr> <tr> <td data-bbox="803 609 1429 638">INSURER F :</td> <td data-bbox="1429 609 1575 638"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Westchester Fire Insurance Comp	10030	INSURER B : ACE Property and Casualty Insur		INSURER C : Endurance American Insurance Co	10641	INSURER D : AIG Specialty Insurance Co.	26883	INSURER E : Great American Insurance Co. of	22136	INSURER F :	
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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	ADDL INSR	SUBR WVD	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 checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			G46643744001	06/12/2017	06/12/2020	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			G46643847001	06/12/2017	06/12/2020	EACH OCCURRENCE \$25,000,000
C	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	XSC30000357000	06/12/2017	06/12/2020	AGGREGATE \$25,000,000 \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
D	Pollution			CPO15413320	06/12/2017	06/12/2020	\$10,000,000
E	Builder's Ri			IMP4025652	06/12/2017	06/12/2020	\$25,000 Deductible

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

Quarton Road Relief Sewer Project

CERTIFICATE HOLDER**CANCELLATION**

City of Birmingham
151 Martin St
Birmingham, MI 48012

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

Kenn R. Allen

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MEMORANDUM

Finance Department

DATE: June 16, 2017

TO: Joseph A. Valentine, City Manager

FROM: Mark Gerber, Finance Director/Treasurer

SUBJECT: Water/Sewer Rate Changes for 2017-2018

Water Rates

Water rates are recommended to increase \$.26 from \$4.36 to \$4.62, or 6.0%. This is the same rate as was proposed at the budget hearing on April 22nd. The increase would raise the annual cost to the average homeowner using 90 units of water by \$23.40. The increase is the result of an increase in the cost of water, contractual services and equipment rental along with a decrease in other operating revenues.

Sewer Rates

Sewer rates are recommended to increase \$.64 from \$6.74 to \$7.38, or 9.5%. The increase would raise the annual cost to the average homeowner using 90 units of water by \$57.60. This rate is \$.27 higher than the rate proposed at the budget hearing on April 22nd. The rate proposed at the budget hearing was based on sanitary sewer costs increasing by 4%. As a result of a reallocation of sewer costs by the Great Lakes Water Authority (GLWA) based on a strength of flow study, the average increase for sanitary sewer disposal will be 10% for our two sewage disposal districts. Approximately two-thirds of the recommended increase of \$.64 is the result of an increase in sanitary sewage disposal costs. The remaining amount of the recommended increase is the result of an increase in contractual services and depreciation.

Storm Water Rates

Storm water rates are recommended to increase \$1 from \$183 to \$184 per ESWU for Evergreen-Farmington Sewage Disposal District and \$2 from \$238 to \$240 per ESWU for Southeast Oakland Sewage Disposal District. Both of these rate increases are less than what was proposed at the budget hearing on April 22nd as a result of the reallocation of sewer costs by GLWA based on the strength of flow study.

Industrial Surcharge and Industrial Waste Control Charge (IWC)

The charges for Industrial Surcharge and Industrial Waste Control Charge are determined by Great Lakes Water Authority (GLWA). These charges are collected by the City and remitted to GLWA. The City does not keep any of the money it collects for these fees. The Industrial Waste Control Charge is scheduled to increase approximately .5%. Currently, there is one Birmingham customer charged an Industrial Surcharge.

The new rates will take affect for all billings where the read date is on or after July 1, 2017.

In addition to the change in rates listed above, the Sewage Disposal Fund budget for 2017-2018 will need to be amended to reflect the change in the sewer and storm water rates.

Below are the recommended fee changes:

FEES, CHARGES, BONDS AND INSURANCE AMENDMENT

DEPARTMENT OF PUBLIC SERVICE

<u>Section</u>	Existing Fee	Proposed Fee	Change Code
<u>Water</u>			
Additional charge for water used: For each 1,000 gallons or part thereof	\$ 4.36	\$ 4.62	B

FINANCE

<u>Section</u>	Existing Fee	Proposed Fee	Change Code
<u>Sewer Service Rates (Chapter 114)</u>			
For each 1,000 gallons or part thereof	\$ 6.74	\$ 7.38	B
<u>Storm Water Utility Fee (Chapter 114)</u>			
Evergreen-Farmington Sewage Disposal District			
For each Equivalent Storm Water Unit (ESWU)			
Quarterly Fee	\$ 45.75	\$ 46.00	B
Monthly Fee	\$ 15.25	\$ 15.33	B
Southeast Oakland County Sewage Disposal District			
For each Equivalent Storm Water Unit (ESWU)			
Quarterly Fee	\$ 59.50	\$ 60.00	B
Monthly Fee	\$ 19.83	\$ 20.00	B
<u>Industrial Surcharge (Chapter 114)</u>			-
An industrial surcharge shall be levied against industrial and commercial customers contributing sewage to the system with concentrations of pollutants exceeding the levels described as follows:			
Amounts of Industrial Surcharge - Total Charge per pound of excess pollutants			
Biochemical oxygen demand (BOD), over 275 mg/l	\$ 0.491	\$ 0.487	C
Total suspended solids (TSS), over 350 mg/l	\$ 0.498	\$ 0.494	C
Phosphorus (P), over 12 mg/l	\$ 7.346	\$ 7.282	C
Fats, oils, grease (FOG) over 100 mg/l	\$ 0.473	\$ 0.469	C

Industrial Waste Control IWC (Chapter 114)

An industrial waste control charge shall be levied against all non-residential properties, in accordance with rates established by resolution.

Meter Size - Quarterly Charge

5/8"	\$ 16.95	\$ 17.04	C
3/4"	\$ 25.44	\$ 25.56	C
1"	\$ 42.39	\$ 42.60	C
1 1/2"	\$ 93.24	\$ 93.72	C
2"	\$ 135.60	\$ 136.32	C
3"	\$ 245.79	\$ 247.08	C
4"	\$ 339.00	\$ 340.80	C
6"	\$ 508.50	\$ 511.20	C
8"	\$ 847.50	\$ 852.00	C
10"	\$1,186.50	\$1,192.80	C
12"	\$1,356.00	\$1,363.20	C
14"	\$1,695.00	\$1,704.00	C
16"	\$2,034.00	\$2,044.80	C
18"	\$2,373.00	\$2,385.60	C
20"	\$2,712.00	\$2,726.40	C
24"	\$3,051.00	\$3,067.20	C
30"	\$3,390.00	\$3,408.00	C
36"	\$3,729.00	\$3,748.80	C
48"	\$4,068.00	\$4,089.60	C

CHANGE CODES

- A. Fee has remained the same for many years
- B. Proposed fee covers current costs
- C. Pass through costs that reflects actual cost of service
- D. Fee consistent with neighboring communities
- E. New fee
- F. Increase to cover normal inflationary increase
- G. No longer provide this service
- H. Other – Explain

SUGGESTED RESOLUTION:

To amend the Schedule of Fees, Charges, Bonds and Insurance, Water and Sewer Service Sections, for changes in water, sewer, storm water, industrial surcharge, and industrial waste control charge rates effective for bills with read dates on or after July 1, 2017; and further to approve the appropriations and amendments to the 2017-2018 Sewage Disposal Fund budget as follows:

Sewage Disposal Fund

Revenues:

Charges for Services	<u>\$184,000</u>
Total Revenues	\$184,000

Expenses:

Other Charges	<u>\$184,000</u>
Total Expenses	\$184,000



MEMORANDUM

Office of the City Manager

DATE: June 23, 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
CITY OF BIRMINGHAM
BROWNFIELD REDEVELOPMENT AUTHORITY**

At the regular meeting of Monday, August 14, 2017 the Birmingham City Commission intends to appoint one member to the City of Birmingham Brownfield Redevelopment Authority to serve the remainder of a three-year term to expire May 23, 2019.

The authority shall have the powers and duties to the full extent as provided by and in accordance with the provisions of the Brownfield Redevelopment Financing Act, being Act 381 of the Public Acts of the state of Michigan of 1996, as amended. Among other matters, in the exercise of its powers, the Board may prepare Brownfield plans pursuant to Section 13 of the Act and submit the plans to the Commission for consideration pursuant to Section 13 and 14 of the Act.

Members shall be appointed by the Mayor, subject to approval by the City Commission.

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, August 9, 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.

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

Criteria/Qualifications of Open Position	Date Applications Due (by noon)	Date of Interview
Members shall, in so far as possible, be residents of the City of Birmingham.	08/09/17	08/14/17



NOTICE OF INTENTION TO APPOINT TO DESIGN REVIEW BOARD

At the regular meeting of Monday, August 14, 2017 the Birmingham City Commission intends to appoint one member to the Design Review Board to serve the remainder of a three-year term to expire September 25, 2018.

Interested parties may submit an application available from the city clerk's office on or before noon on Wednesday, August 9, 2017. Applications will appear in the public agenda at which time the commission will discuss recommendations, and may make nominations and vote on appointments.

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

Criteria/Qualifications of Open Position	Date Applications Due (by noon)	Date of Interview
<ul style="list-style-type: none">Members shall represent, insofar as possible, different occupations and professions such as, but not limited to, the legal profession, the financial or real estate professions, and the planning or design professions. The appointee will replace a member who held membership in a historic preservation organization.	08/09/17	08/14/07

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 COMMISSION

At the regular meeting of Monday, August 14, 2017 the Birmingham City Commission intends to appoint one member to the Historic District Commission to serve the remainder of a three-year term to expire September 25, 2018.

Interested parties may submit an application available from the city clerk's office on or before noon on Wednesday, August 9, 2017. Applications will appear in the public agenda at which time the commission will discuss recommendations, and may make nominations and vote on appointments.

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

Criteria/Qualifications of Open Position	Date Applications Due (by noon)	Date of Interview
<ul style="list-style-type: none">• A majority of the members shall have a clearly demonstrated interest in or knowledge of historic preservation.• Must be a resident	08/09/17	08/14/17

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 HOUSING BOARD OF APPEALS

At the meeting of Monday, August 14, 2017, the Birmingham City Commission intends to appoint one member to the Housing Board of Appeals to serve the remainder of a three-year term to expire May 4, 2018 and one member to serve the remainder of a three-year term to expire May 4, 2010. Members shall be educated or experienced in building construction administration, social services, real estate or other responsible positions.

The Housing Board of Appeals was established in order to provide an appeal process from regulation derived from the housing and maintenance requirements found in Chapter 22 of the city code. The purpose of the housing and maintenance regulations is to protect, preserve and promote the physical and social well being of the people, to regulate privately and publicly owned dwellings for the purpose of maintaining adequate sanitation and public health.

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, August 9, 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.

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

Criteria/Qualifications of Open Position	Date Applications Due (by noon)	Date of Interview
Members shall be educated or experienced in building construction administration, social services, real estate or other responsible positions.	08/09/17	08/14/17



**NOTICE OF INTENTION TO APPOINT TO
BIRMINGHAM TRIANGLE DISTRICT CORRIDOR IMPROVEMENT AUTHORITY**

At the regular meeting of Monday, August 14, 2017 the Birmingham City Commission intends to appoint one member to the Birmingham Triangle District Corridor Improvement Authority to serve the remainder of a four-year term to expire December 15, 2017, and one member to serve the remainder of a four-year term to expire December 15, 2020.

Members shall be appointed by the Mayor, subject to approval by the City Commission.

Not less than a majority of the members shall be persons having an ownership or business interest in property located in the Development Area. Not less than 1 of the members shall be a resident of the Development Area, or of an area within 1/2 mile of any part of the Development Area.

The authority shall operate to correct and prevent deterioration in business districts, to redevelop the City's commercial corridors and promote economic growth, pursuant to Act 280 of the Public Acts of Michigan, 2005, as amended.

Interested parties may recommend others or themselves for these positions by submitting a form available from the city clerk's office. Applications must be submitted to the city clerk's office on or before noon on Wednesday, August 9, 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
Applicants shall be persons having an ownership or business interest in property located in the Development Area.	08/09/17	08/14/17

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

Department of Public Services

DATE: June 19, 2017

TO: Joseph A. Valentine, City Manager

FROM: Lauren A. Wood, Director of Public Services

SUBJECT: Staff Report - Quarton Lake Updates

As of today, the plan is to schedule lily pad treatment to occur on June 27, 2017. Last year the treatment date was on June 29, 2016. This will of course be contingent upon the weather. The timing for treatment is perfect. The treatment restrictions will be 24 hours for swimming, drinking, and fishing. Irrigation for lawns will be 48 hours. The products we will be using will be the same as last year, Tribune(diquat DiBromide) and Clipper(Flumioxazin). This will be listed on the website, too, once project confirmed with Contractor.

As per Tri-County Aquatics, they are aware of such concerns of the usage of "Glyphosate" on the lake and in the community, there will NOT be any use of that product for this treatment. They are using the same products that were used last year. Also, they will be out a minimum of 7 days prior to our treatment to post our treatment notification signs.

Good news, upon review of the lake last week, the majority of what was there three years ago when treatment began, is no longer there. Also, again the Contractor recommends only one treatment this summer. Further updates will be provided as needed.

In addition, the annual dredging of Quarton Lake is expected to occur mid-July. The area of focus this year will be just south of the Oak Street bridge.

Postcards have been mailed to all area residents of the lake for both projects. The Neighborhood Association has been informed as well. The website reflects these upcoming projects and all associated information. The link is www.bhamgov.org/quartonlake



MEMORANDUM

Engineering Dept.

DATE: June 19, 2017

TO: Joseph Valentine, City Manager

FROM: Paul T. O'Meara, City Engineer

SUBJECT: MDOT Construction Update for Woodward Ave.
Quarton Rd. to 14 Mile Rd.

Earlier this year, the Engineering Dept. was notified that the MI Dept. of Transportation (MDOT) had rearranged the timing of its multi-year I-75 projects. Reconstruction work is now planned for late 2018 in the segment of Coolidge Hwy. to Wattles Rd. in Troy. MDOT has determined it is best for regional traffic needs if Woodward Ave. capacity is not compromised while this work on I-75 is underway. However, they consider the condition of the pavement on the Birmingham section to be a priority, given its current condition. They had made plans for their work to be postponed until after the City's Old Woodward Ave. project was finished. However, now that the City's project has been delayed, they have rearranged their work so that Woodward Ave. can still be rehabilitated no later than the first half of 2018, even with Old Woodward Ave. also being closed in early 2018.

While it appears that MDOT is attempting to organize the work such that Woodward Ave. is completely open to traffic during hours of peak demand when our 2018 Old Woodward Ave. project is underway, there may be days when a single lane closure during peak demand hours may be needed. With that in mind, we have asked MDOT to consider rescheduling the 2018 work to another time, as per the attached letter.

Aside from the timing, we see the resurfacing project as an excellent opportunity to upgrade crosswalks on Woodward Ave. throughout the entire corridor, which is also referenced in the attached letter. We have also confirmed that the City has been awarded a Transportation Alternatives Program (TAP) grant to replace the signal and install a pedestrian crosswalk at the Oak St. intersection. MDOT has offered to include this improvement in their resurfacing project. We expect to see an agreement between the City and MDOT in the future making the City responsible for the local cost of this work, so that this crosswalk can be implemented relatively soon.

As of this writing, we have not seen a response from MDOT regarding the letter.



June 7, 2017

Mr. Steve Minton, PE
MI Dept. of Transportation
Oakland TSC
800 Vanguard Dr.
Pontiac, MI 48341

**RE: Woodward Ave. Resurfacing
Quarton Rd. to 14 Mile Rd.
MDOT Jobs #200538 & #200434**

Dear Mr. Minton,

Thank you for sending us updated information relative to the two rehabilitation projects planned for Woodward Ave. We appreciate your interest in working with us both from traffic management and coordination for our planned downtown Old Woodward Ave. project, as well as taking this opportunity to improve pedestrian accessibility along the corridor. The following summarizes our concerns at this time:

MDOT Job #200538 (Fall, 2017)

Implementation

It is our understanding that this project will focus on catch basin and concrete repairs. Since no work is planned on Old Woodward Ave. in 2017, MDOT will take this opportunity to conduct these repairs that will require lane closures. No more than one lane will be closed at a time during peak hours. Double or triple lane closures may be required during evenings and weekends. Approval for work at night will be required from the City of Birmingham City Commission.

MDOT Job #200434 (Spring - Summer, 2018)

Implementation

It is our understanding that this project will include complete resurfacing, ADA ramp upgrades, and a new traffic signal at Woodward Ave. & Oak St. Since the City's Old Woodward Ave. reconstruction is planned for construction at the same time, it is the City's request to change the timing of this work by MDOT until the Fall of 2018 or postpone this work until 2019. If this request cannot be accommodated, it is our further request that MDOT maintains all Woodward

Ave. travel lanes during weekday, daytime hours. Further, it is requested that any lane closures be set up during off peak and nighttime hours to allow for this project to be accomplished. It is anticipated that if the MDOT project commences, the City will endorse a request for working night time hours in order to allow a coordinated approach for these jobs to be completed concurrently as similar approvals have been provided in the past.

Design

Birmingham is working to create a pedestrian-friendly environment throughout the City, but particularly in its business districts. The Birmingham City Commission has recently adopted new standards for design of crosswalks on City streets. It is requested that the following design elements that have been adopted by the City be included in your plans relative to ADA ramp and crosswalk design:

1. All crosswalks shall be marked using the 24 inch wide bars running parallel to the vehicular traffic, spaced at 24 inches apart, using long-lasting materials such as thermoplastic pavement markings.
2. In accordance with Birmingham standards, we request that all truncated domes installed in Birmingham be of the plain cast iron variety, as manufactured by EJ.
3. The Central Business District and the Triangle District both are adjacent to segments of the subject section of Woodward Ave. While some crossings have significant pedestrian demand currently, growth is anticipated at other locations as well. With that in mind, the following widths are requested for the walking surface, including both the handicap ramp, truncated domes, and pavement markings, from north to south:
 - Quarton Rd. (south side) – 6 feet wide
 - Oak St. (south side only) – 12 feet wide
 - Oakland Ave. (relocated as noted in #4 below) – 12 feet wide
 - Maple Rd. – 12 feet wide
 - Brown St./Forest Ave. (see note in #6 below) – 12 feet wide
 - Bowers St. – 12 feet wide
 - Lincoln Ave. – 12 feet wide
 - Chapin Ave. – 6 feet wide
 - 14 Mile Rd. – 6 feet wide

In addition to the adoption of these design standards, the City has been in discussions regarding other enhancements to areas along Woodward Avenue that I would like to bring to your attention and request your cooperation on.

1. Birmingham's Multi-Modal Transportation Master Plan has suggested a relocation of the northbound crosswalk at the Oakland Ave. intersection, per the attached aerial photo plan. The move would increase safety both for bicyclists and pedestrians, by reducing conflicts with right turning traffic from westbound Oakland Ave. Since we are in the

process of implementing this intersection as part of a bicycle connector route, we request that this change be implemented with this project.

2. We appreciate your offer to implement TAP grant monies in this project to allow the replacement of the traffic signal at Oak St. to proceed, and to facilitate the installation of a new sidewalk similar to the plan presented on the attached aerial photo. We understand that there will be local match responsibility for this work to be completed, and we look forward to working with you to better determine the nature of these costs.
3. It is important to bring to your attention an ongoing safety issue that exists for both vehicles and pedestrians in the area of the Brown St./Forest Ave. intersections. About 8 years ago, talks were held with the Traffic Dept. of the Oakland TSC regarding the safety issues inherent in the southbound crossover south of Maple Rd. and the unsignalized pedestrian crosswalk on the northbound lanes at the same location. The lack of storage at this crossover results in frequent peak hour traffic backups into the left southbound lane, and the existing crosswalk does not provide a safe crossing option for pedestrians who cross the southbound lanes while traffic is stopped at a signal, and then dodge northbound traffic that does not stop at a signal or warning beacon. It was our understanding that MDOT agreed that a new signal for northbound traffic is warranted at this location to better process this large turning demand and to enhance the safety of the pedestrian crossing of the northbound lanes, but we have seen no action on this issue in many years. We understand that there are difficulties with where to locate this signal, given the large number of local streets and driveways in the immediate area. We request an update on where this issue stands, and the willingness of MDOT to improve the crosswalk in the area of Forest Ave. that currently exists, if no signal is going to be installed in the near future.

Thank you for inviting me to your planning meetings to date on these projects. Based on the additional information above, feel free to contact me by phone or email to provide any feedback to the above, or if I can answer any questions. We look forward to working with your office to improve the Woodward Ave. corridor to the best extent possible.

Sincerely,



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

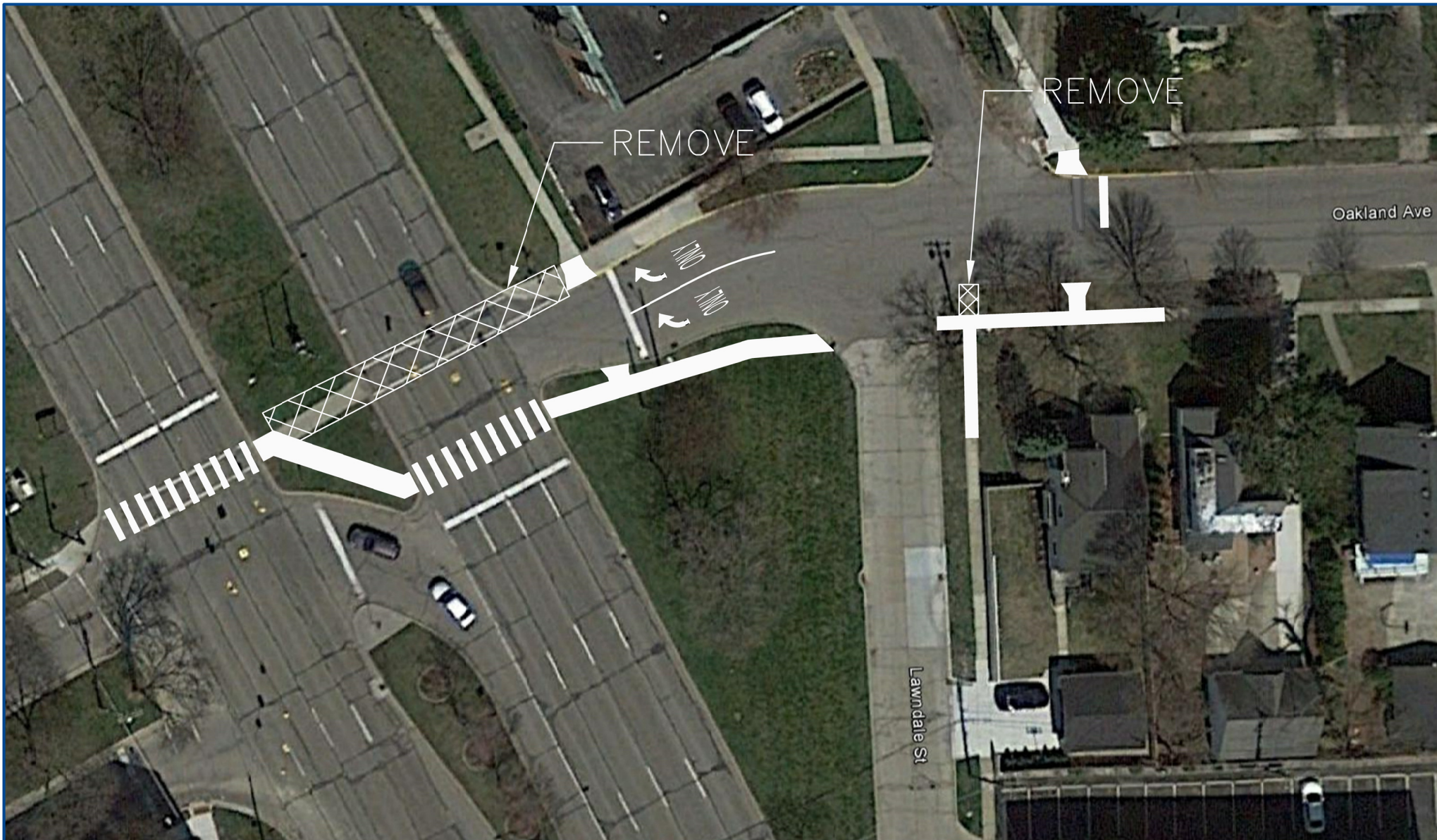
pomeara@bhamgov.org
248-530-1836

A new pedestrian signal is proposed at Oak Avenue to help pedestrians and bicyclists cross Woodward Avenue.

Currently, there is a signal at Oak Avenue on Woodward Avenue but no pedestrian crossing. It is important to provide a crossing here, as it is part of the east-west neighborhood connector route along Oak Avenue and Derby Road that provides an alternative to Maple Road. Also, there are limited road crossing opportunities on Woodward Avenue between Maple Road and Quarton Road.

CONCEPTUAL ROUTING:





PEDESTRIAN FACILITIES IMPROVEMENTS
LAWNDALE AVE PAVING - OAKLAND BLVD TO WOODWARD AVE
BIRMINGHAM, MI





MEMORANDUM

Engineering Dept.

DATE: June 23, 2017

TO: Joseph Valentine, City Manager

FROM: Paul T. O'Meara, City Engineer

SUBJECT: Oak St. Sanitary Sewer
West of Chesterfield Ave.

As you know, the City has budgeted to replace the pavement and utilities as needed on the above block of Oak St., fronting Quarton Elementary School. Work is scheduled to begin the week of June 19.

On the north side of the street, the first eight lots west of Chesterfield Ave. are comprised of a small subdivision. The builder of this subdivision constructed a front yard sanitary sewer system that is unique to this location, it does not exist elsewhere in the City. This condition was referenced in my memo and spreadsheet dated May 1 when the water service lateral assessment district was first introduced to the Commission (attached). The front yard sewer is located 42 ft. north of the Oak St. right-of-way line, and serves as the sewer outlet for seven homes (the house on the corner of Chesterfield Ave. is directly connected to a sewer on Chesterfield Ave.). While the sewer is small, it has historically functioned well. It is not on the Dept. of Public Services' priority list in terms of maintenance checks, and has been cleaned with a frequency of once per year. Further, a review of the DPS logs of complaints since 2013 did not come up with any activity. High priority sewers, such as many located in the backyards to the east of Chesterfield Ave., are cleaned once every two months.

BACKYARD SEWER & WATER SYSTEM POLICY

In the mid-2000's, interest relative to installing permanent pavements grew in the Quarton Lake Subdivision. The City took the position that before any petitions to pave streets could be accepted, the question about the long term status of the backyard sewers had to be resolved. The discussion at that time was that it was in the best long term interest of the system to install new sanitary sewers in the street, and eventually require all homeowners to reconnect their homes to the new sewers, thus allowing the backyard system to be abandoned. This position met with resistance, so in 2008, the City Commission appointed the Ad Hoc Streets, Sewer, and Water Committee to focus on three areas of the City where backyard sewers and water mains existed, with Quarton Lake being the largest.

After several months of discussion and study, the Committee crafted a recommendation that was later approved by the City Commission. The recommendation was that wherever needed, homeowners would sign access easements to the City to allow for maintenance of the backyard sewer system. In exchange, once all easements were obtained, the City would line the backyard sewers in their current locations, thereby allowing all homes to remain connected to

this system. The decision would save each homeowner the cost and disruption that would have been involved in redirecting their sewage to the street, which would have been significant.

The Ad Hoc Committee also decided to build new public water mains on streets where they were needed, and to force all homes connected to a backyard water main to disconnect over a ten year period, at their own expense. The water system was treated differently than the sewer system because the installation of water services in basements and front yards is much simpler than sewer services. The pipeline is much smaller, it can be easily installed on basement ceilings, and the outdoor section involves a shallower excavation or boring pit. Sewer services, on the other hand, must be installed to flow downhill, and they are sensitive to grade. It is also important to avoid bends in sewer systems, to reduce clogging in the future.

The recommendations of this ad hoc committee formed the basis of the Backyard Sewer and Water Master Plan, which was later approved by the City Commission in 2011. Since then, all of the backyard water mains have either been abandoned, or are now on a timetable to be abandoned no later than 2024. In addition, the Engineering Dept. is currently preparing bidding documents for its first major backyard sewer lining contract, scheduled for later this year.

OAK ST. SEWER

As noted above, the sewer serving seven homes on the subject block of Oak St. is an anomaly not found elsewhere in the City. It is located on private property, but it does have a dedicated easement on the lots allowing access for maintenance. The easement also includes access to the manholes from Oak St. A copy of the subdivision showing the easement is attached.

The Engineering Department evaluated this segment of sewer in 2014 when the remainder of the Oak Street corridor was being designed for reconstruction. When determining the necessity for utility replacement or upgrades the following items are reviewed and considered; age and capacity of the existing sewer, historical comments and maintenance, location of existing sewer and physical inspection. All of the above were completed with the exception of complete videoing of the sewer (DPS does not have the equipment to video small diameter sewers – under 8"). The following is a summary of our findings:

- The sewer is relatively old (late 20's / early 30's), but has historically functioned well based on our records;
- While the existing sewer is smaller (6") than what is constructed by today's standards (8"), it serves a relatively small number of residents (7). There is no possibility of extending it to service other areas, therefore capacity is not an issue;
- The Department of Public Services (DPS) routinely cleans this segment once a year and it is not on their priority list for maintenance as some other sewers in the City which are cleaned every other month;
- The location of the sewer, the surrounding landscaping features and trees provides challenges in relocating the sewer in regards to extending the services to the new sewer located in the road. These challenges include additional cost and disruption for the residents, logistical challenges in terms of elevations, and the timing of the lead relocations;

- While video inspection is not complete, this is not a critical component in the evaluation this unique segment of sewer. Unless the sewer has collapsed (there is no evidence of this), there are other methods of rehabilitating the sewer in its current location (i.e. re-lining or pipe bursting) which are more cost effective and would create less hardships to the residents. The majority of this work would occur from the existing manholes and could be done at any time without effecting the new road surface;

Attempting to abandon this sewer would still introduce many of the same challenges that are present in a backyard sewer. If the City elected to abandon it using current policy, a new sanitary sewer would be constructed in the street, with new sewer laterals extended to the right-of-way line for each home, at City expense. Each homeowner would then be put on notice that they have ten years to disconnect from the current sewer serving their property, and reconnect to the street sewer, at their own expense.

The Engineering Department has determined that it would be best to maintain the existing sewer, for two reasons:

1. It has a history of operating well. Since it tends to function better than the majority of the backyard sewers that we have committed to maintaining in other areas to the east.
2. More significantly, grade conflicts between the existing sewer and the one that would be built in the street would make it impossible to allow a long, ten-year period to switch these homes to the new sewer. The attached plans indicate in black and white what is currently proposed for this project. In red has been added information pertaining to new pipelines that would be required if the City elected to move all homes to a new street sewer. The new sewer would be public, requiring approval from the MI Dept. of Environmental Quality. Designing the sewer to appropriate standards and slopes, the new sewer would have to connect to the sewer on Chesterfield Ave. at the point shown on the profile. Further, following minimum slopes for a small, dead end sanitary sewer, the upper end of the pipe would have to be installed at a similar depth to the front yard sewer. Both sewers would be relatively shallow, located just below the basements of the houses at the end, meaning that the new pipe serving each house would have to be set at a grade requiring it to run through the old pipe to get to the new one. This is clarified on the attached drawing. If a homeowner elected to connect to the new sewer sooner than their upstream neighbors (a likely scenario), the front yard sewer would have to be cut into to build their sewer lateral out to the street, leaving no outlet for the neighbors.

The only way to avoid this condition would be one of the following:

- Install either the City sewer and/or the individual sewer leads at significantly less than minimum standard slopes, which would not be recommended for such small flows, as clogs will develop over time. Even under this scenario, we would be operating with risk that unknown problems in front yards could develop given the uncertain nature of the location and depths of the existing services.
- Require all homeowners to connect at the same time, preferably when the street is torn up and boring access pits could be constructed for those front yards that have significant landscaping and driveway improvements. Such a plan would require the City

to force the installation of the laterals under its timetable (not the homeowners'), and introduce the need to acquire construction access easements from each owner. Such a scenario would require individual negotiation and potential condemnation issues that would take time and money to achieve.

Given the above difficulties, the Engineering Department recommends leaving the existing sewer in service. Given its small size (6"), the attempt to inspect it to date has been incomplete. The City's sewer inspection equipment is not sized to send a camera through this size pipe. Our current plan for this sewer is as follows:

1. The City is currently working with HRC to implement a City-wide sewer inspection effort for its sewer system as a part of the SAW grant that has been awarded. This effort will be improving the City's GIS mapping system, and provide current information on older sewers throughout the system. The Oak St. sewer will be completely inspected at that time.
2. Under the best case scenario, the sewer will be in fair to good condition (which is expected given its maintenance history), and the sewer can be scheduled for lining in conjunction with other sewer lining work elsewhere in the City. No excavations will be required, and the sewer should operate for many decades to come without much maintenance. No work or expenses will be required for the homeowners. The estimated cost for lining would be less than \$25,000.
3. Under the worst case scenario, the sewer inspection would identify that the sewer is in poor condition, and needs serious repairs. This determination is not expected, given our findings to date on many miles of backyard sewers installed in the same era east of Chesterfield Ave. However, if this were to happen, the City could hire a pipe bursting contractor. An access pit would be dug on Chesterfield Ave. where it currently connects to a larger sewer. A ram would be sent through the old pipe to break the pipe and make a larger cavity. Ten foot long sections of 8" PVC pipe would then be linked and pushed up into the cavity, effectively building a new larger sewer. A small excavation would be required in front of each house to reconnect each home to the new City sewer. Since an easement exists in the area of the work, the only cooperation needed from each homeowner would be to help locate the sewer lateral from the basement. The estimated cost would be about \$90,000.

With the above as background, the Engineering Dept. recommends that maintaining this front yard sewer as proposed is the best long term approach not only for the City, but for the impacted homeowners as well.

Veral Baker Secretary.

STATE OF MICHIGAN }
County of OAKLAND } S.S.

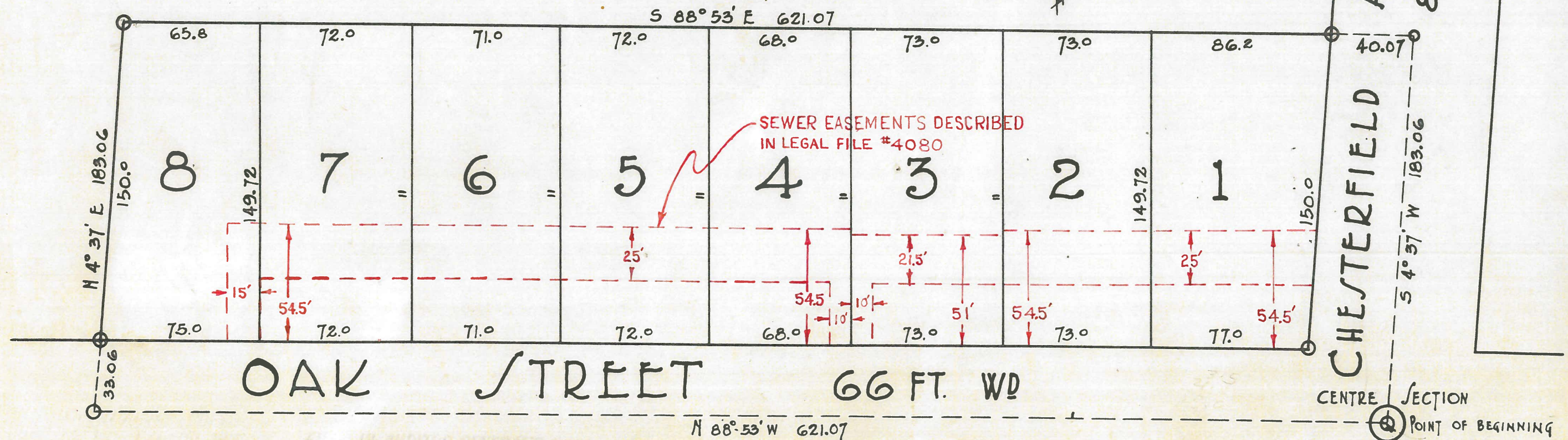
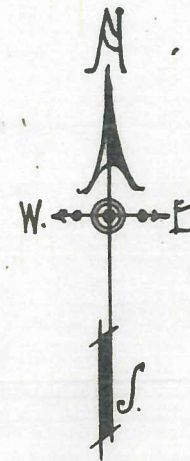
On this 8 day of November A.D. 1926
before me Frank G. Baxter and H.A. Odell a Notary Public in and for said
county appeared Frank G. Baxter and H.A. Odell to me personally known
who being each by me duly sworn, did say that they are the
President and Secretary respectively of the DELMONT LAND CO.,
a MICHIGAN Corporation, and that the seal affixed to said
instrument is the corporate seal of said corporation and that said
instrument was signed and sealed in behalf of said corporation by
authority of its Board of Directors and the said Frank G. Baxter and H.A. Odell
acknowledged said instrument to be the free act and deed of said
Corporation.

Medred A. Liddell
Notary Public Wayne Co.

My Commission expires Oct 15 1928

SURVEYOR'S

I hereby certify that the
that permanent metal ma
and fifteen inches in leng
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Dec 7 1-1928
To L. H. Hume

Dec 7-1928
To L. H. Hume

26 01

MH26-2-043

135' - 12" @ 0.55%
84' - 12" @
CB038a

COUNTY DRAIN

260' - 30" @ 0.15%

MH26-2-045

275' - 6" @ 0.411%

MH26-2-044

250' - 6" @ 0.924%

MH26-2-005

MH26-2-006

58' - 0" @ 0.11%

CB007b

MH26-2-007

CB007a

30' - 12"

MH26-3-001

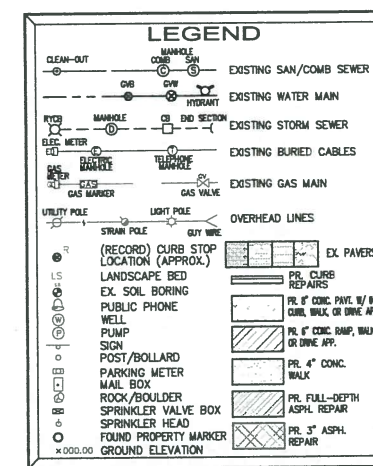
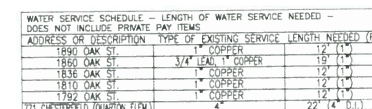
480' - 33" @ 0.363%

CB002b

MH010

@ 0.308%

MH002



PR. RM (EAST) 761.90
PR. 18" N. INV (WEST) 760.45
PR. 18" N. INV (EAST) 760.45
12" N. INV 762.27
12" S. INV 762.23

070 INSTALL
PR. STA 13+35.85, 6.94' S
(CENTER OF STRUCTURE - SEE PLAN
FOR RM LOCATION)
6" DIA. STORM MH
PR. RM 767.70
PR. 30" N.W. INV 760.40
PR. 30" E. INV 760.40
PR. 18" S. INV 760.40

070C MAINTAIN
14+98.03 1.25' S
STIM MH 07C
RM 766.22
30" W. INV 759.92
36" E. INV 759.72
18" N. INV 761.22
12" S. INV 762.04

07E INSTALL
PR. STA 13+24.37, 1.00' S
(CENTER OF STRUCTURE - SEE
PLAN FOR RM LOCATION)
7" DIA. STORM DIVERSION MH
PR. RM 768.00
PR. TOP OF WER WALL 762.03
PR. 30" W. INV 760.53
PR. 30" S.E. INV 760.53
PR. 18" S. INV 760.53

070C MAINTAIN
14+64.05 36.75' N
STIM MH 07C
RM 765.69
18" N. INV 761.49
18" S.E. INV 761.49
14+32.79 22.53' S
CB 7d
RM 766.32
12" N. INV 762.32

1 MAINTAIN
14+50.03 59.34' S
COMB MH 1
RM 765.65
36" S INV 754.80
36" S INV 754.80
12" W INV 756.50

7b MAINTAIN
14+33.37 19.39' N
CB 7d
RM 766.23
12" S INV 762.43

5 MAINTAIN
14+29.41 77.2' N
COMB MH 5
RM 768.56
30" N INV 756.41
30" N INV 756.41
8" W INV 757.41

7c MAINTAIN
14+96.46 15.55' N
CB 7d
RM 765.96
18" NW INV 761.26
18" S INV 761.26

6 MAINTAIN
14+27.05 53.41' N
COMB MH 6
RM 767.89
30" N INV 755.74
30" S INV 755.74

7d MAINTAIN
14+56.21 14.12' S
CB 7d
RM 765.92
12" NW INV 762.12

7 MAINTAIN
14+55.47 0.94' N
COMB MH 7
RM 767.40
10" SW INV 762.30
30" NW INV 755.45
10" NW INV 762.90
10" NE INV 763.60
36" S INV 755.30

WATER MAIN SCHEDULE

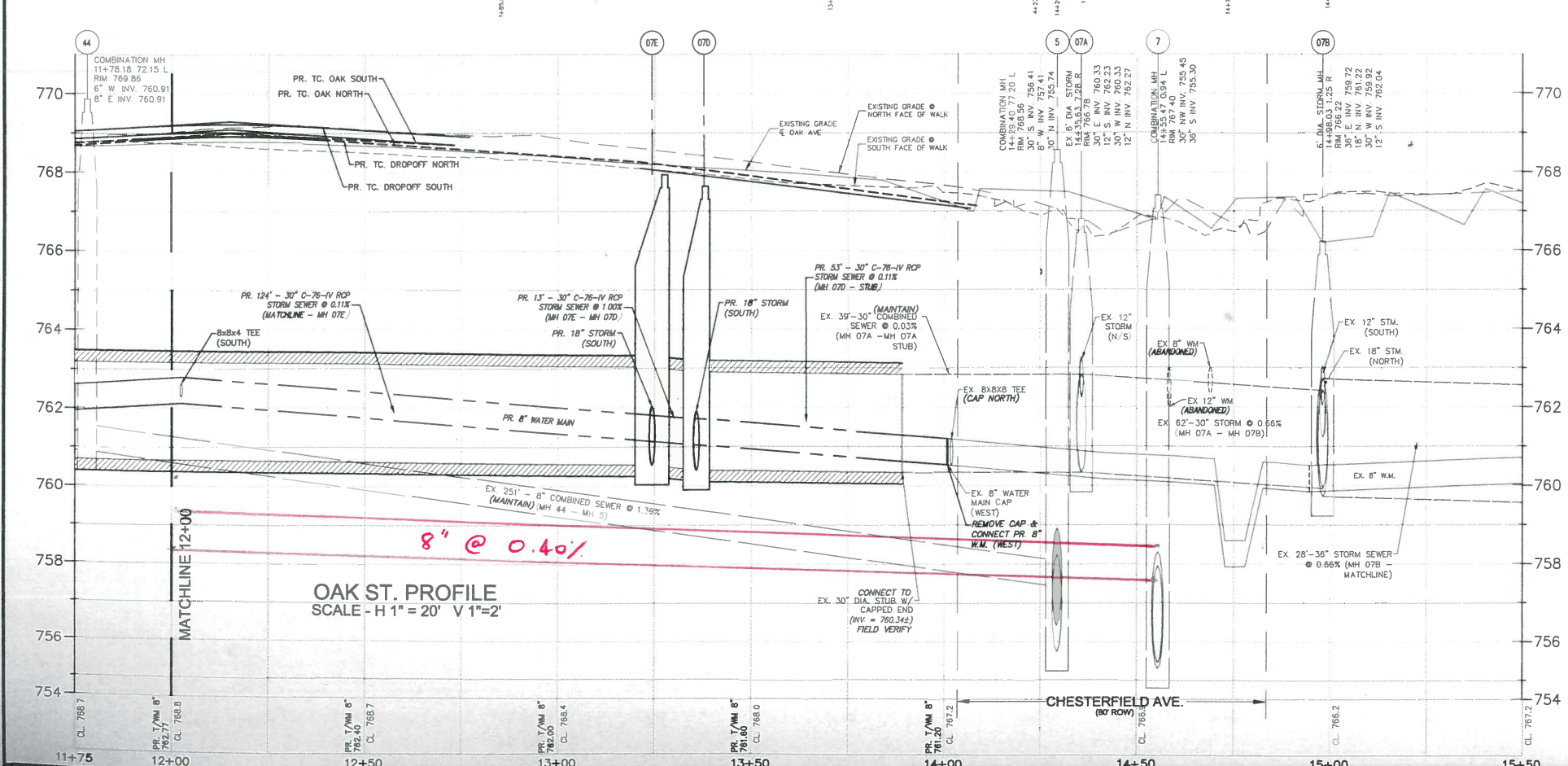
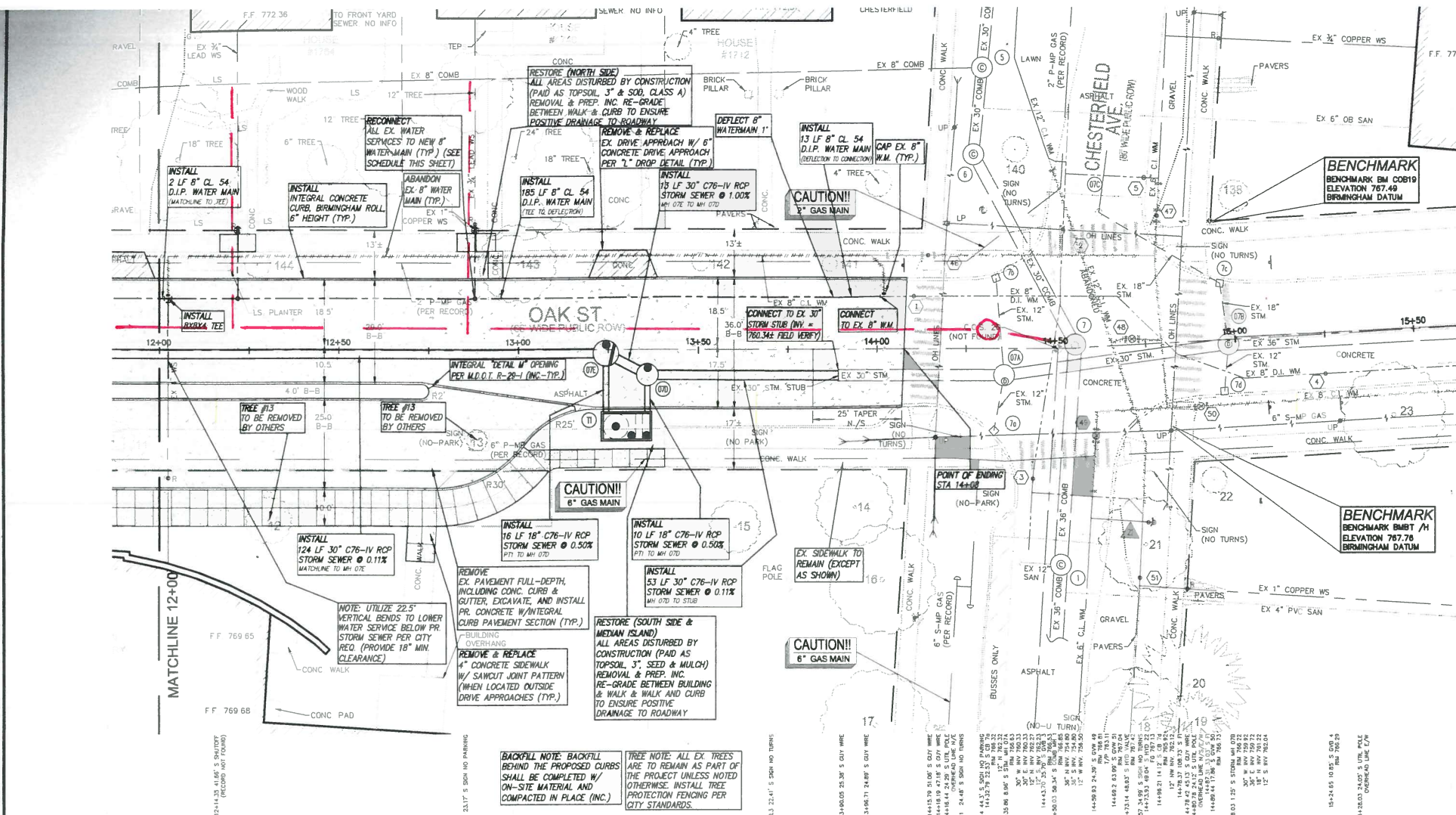
1 MAINTAIN	14+10.36 14.48' N	46 ABANDONED VALVE 2015	14+14.4 25.89' N
DVS 1	RM 766.68	GWB 45	RM 767.37
2 MAINTAIN	14+53.13 32.70' N	47 ABANDONED VALVE 2015	14+80.05 35.03' N
GWB 2	RM 766.56	GWB 47	RM 767.13
3 MAINTAIN	14+37.0 35.70' S	48 ABANDONED VALVE 2015	14+71.35 1.8' N
GWB 3	RM 766.53	GWB 48	RM 767.42
4 MAINTAIN	15+24.65 10.85' S	49 ABANDONED VALVE 2015	14+59.93 24.39' S
GWB 4	RM 766.29	GWB 49	RM 766.81
5 MAINTAIN	14+77.03 45.70' N	50 ABANDONED VALVE 2015	14+89.44 17.86' S
GWB 5	RM 767.04	GWB 50	RM 766.73
51 MAINTAIN	14+69.2 63.99' S		
GWB 51	RM 767.04		
MAINTAIN	14+73.93 49.04' S		
HYD 22	FC 767.13		

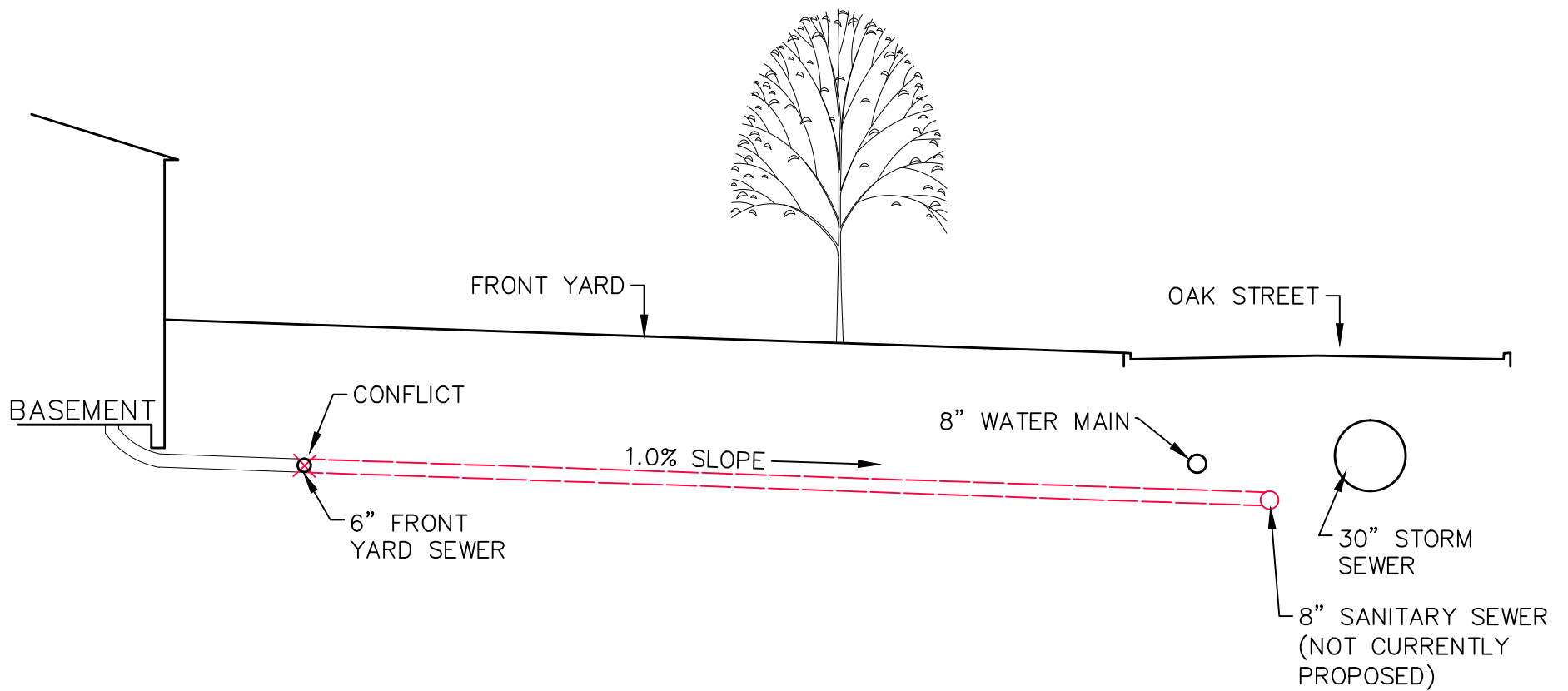
WATER SERVICE SCHEDULE - LENGTH OF WATER SERVICE NEEDED			
ADDRESS OR DESCRIPTION	TYPE OF EXISTING SERVICE	LENGTH NEEDED (FT)	REMARKS
1744 OAK ST	3/4" LEAD	19' (1")	
1740 OAK ST	3/4" LEAD	19' (1")	
1717 OAK ST	OFF CHESTERFIELD	N/A	
771 CHESTERFIELD (BIRMINGHAM)		22' (4" D.I.)	

UTILITY NOTE
THE LOCATIONS AND ELEVATIONS OF SOME OF THE EXISTING UNDERGROUND UTILITIES AS SHOWN ON THE SURVEY DRAWING WERE OBTAINED FROM MUNICIPAL AND UTILITY COMPANY RECORDS AND MAPS. THEREFORE, NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION.

LEGEND

- CLEAN-OUT
- MANHOLE
- COMB. SAN
- EXISTING SAN/COMB SEWER
- EXISTING WATER MAIN
- EXISTING STORM SEWER
- EXISTING BURIED CABLES
- EXISTING GAS MAIN
- OVERHEAD LINES
- RECORD CURB STOP LOCATION (APPROX.)
- LANDSCAPE BED
- EX. SOIL BORING
- PUBLIC PHONE
- PUMP
- POST/BOLLARD
- MAIL BOX
- ROCK/BOULDER
- SPRINKLER VALVE BOX
- SPRINKLER HEAD
- FOUND PROPERTY MARKER
- GROUND ELEVATION
- EX. PAVERS
- PR. 6" CONC. REPAIR
- PR. 6" CONC. PAVE. W/ INT. CURB, WALK, OR DRIVE APP.
- PR. 4" CONC. RAMP, WALK, OR DRIVE APP.
- PR. FULL-DEPTH ASPH. REPAIR
- PR. 3" ASPH. REPAIR





FRONT YARD SEWER
SECTION, LOOKING EAST
N.T.S.

**STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION
NOTICE OF HEARING
FOR THE CUSTOMERS OF DTE ELECTRIC COMPANY
CASE NO. U-18332**

- DTE Electric Company requests Michigan Public Service Commission approval of the Reconciliation of its 2016 Energy Optimization (EO) Plan expenses filed pursuant to Public Act 295 of 2008.
- 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, July 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 E. Cummins**

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) May 15, 2017 application requesting approval of their reconciliation for the 2016 EO plan year, the performance incentives, and the associated proposed tariffs.

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 July 5, 2017. (Interested persons may elect to file using the

INFORMATION ONLY

traditional paper format.) The proof of service shall indicate service upon DTE Electric's attorney, Mr. Middleton, One Energy Plaza, Detroit, Michigan 48226-1279.

Any person wishing to appear at the hearing to make a statement of position without becoming a party to the case may participate by filing an appearance. To file an appearance, the individual must attend the hearing and advise the presiding administrative law judge of his or her wish to make a statement of position. All information submitted to the Commission in this matter becomes public information, thus available on the Michigan Public Service Commission's website, and subject to disclosure. Please do not include information you wish to remain private.

Requests for adjournment must be made pursuant to the Michigan Administrative Hearing System's Administrative Hearing Rules R 792.10422 and R 792.10432. Requests for further information on adjournment should be directed to (517) 284-8130.

A copy of DTE Electric's request may be reviewed on the Commission's website at: michigan.gov/mpscedockets, and at the office of DTE Electric Company. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

Jurisdiction is pursuant to 1909 PA 106, as amended, MCL 460.551 et seq.; 1919 PA 419, as amended, MCL 460.54 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; 1982 PA 304, as amended, MCL 460.6j et seq.; 2008 PA 295, MCL 460.1001 et seq., and the Michigan Administrative Hearing System's Administrative Hearing Rules, 2015 AC, R 792.10401 et seq.

June 9, 2017