

CITY COMMISSION MEETING AGENDA APRIL 9, 2018 7:30 PM



Municipal Building, 151 Martin, Birmingham, MI 48009

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BIRMINGHAM CITY COMMISSION AGENDA APRIL 9, 2018 MUNICIPAL BUILDING, 151 MARTIN 7:30 P.M.

Andrew M. Harris, Mayor

II. ROLL CALL

J. Cherilynn Mynsberge, City Clerk

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

Announcements:

- The 2018 Bicentennial Lecture Series co-presented by The Birmingham Museum and The Baldwin Public Library continues on April 19th from 7:00 until 8:00 p.m. at the Baldwin Public Library. Please register online at www.baldwinlib.org on the Event Calendar, or call 248-647-1700 for more information.
- The Birmingham Citizens Academy starts on Tuesday, April 24th. Applications are being accepted through April 20th. For more information contact the City Manager's office at 248-530-1807 or visit www.bhamgov.org.

Appointments:

2.

A. Applicants for Consideration of Appointment to the Planning Board

serve a three-year term to expire April 11, 2021.

- 1. Stuart Jeffares
- 2. J. Bryan Williams
- Nasseem Ramin

	3. 4.	Daniel Share
В.	Appoi 1.	ntments to the Planning Board To appoint, to the Planning Board as a regular member who is a building owner in the Central Business or Shain Park Historic District to serve a three-year term to expire March 28, 2021.
	2.	To appoint, to the Planning Board as a regular member to serve a three-year term to expire March 28, 2021.
	3.	To appoint, to the Planning Board as a regular member to serve a three-year term to expire March 28, 2021.
C.	Interv 1.	riews for Architectural Review Committee Larry Bertollini
D.	Appoi 1.	ntments to Architectural Review Committee To appoint, to the Architectural Review Committee as a regular member to

serve the remainder of a three-year term to expire April 11, 2020.

To appoint , to the Architectural Review Committee as a regular member to

- E. Interviews for Housing Board of Appeals
 - 1. Ken Peterson
 - 2. Philip Vincenti

F.	Appointments	to	Housing	Board	of	Appeals

- 1. To appoint _____, to the Housing Board of Appeals as a regular member to serve a three-year term to expire May 4, 2021.
- 2. To appoint _____, to the Housing Board of Appeals as a regular member to serve a three-year term to expire May 4, 2021.
- 3. To appoint _____, to the Housing Board of Appeals as a regular member to serve the remainder of a three-year term to expire May 4, 2020.
- G. Administration of Oath of Office to Appointees

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. Resolution approving the City Commission meeting minutes of March 26, 2018.
- B. Resolution approving the warrant list, including Automated Clearing House payments, dated March 28, 2018 in the amount of \$283,865.49.
- C. Resolution approving the warrant list, including Automated Clearing House payments, dated April 4, 2018 in the amount of \$646,548.74.
- D. Resolution approving the purchase and planting of 102 trees from KLM Landscape for the 2018 spring tree purchase and planting project for a total project cost not to exceed \$47,180.00. Funds are available from the Local Streets Fund-Forestry Service Contract account #203-449.005-819.0000, the Major Streets Fund-Operating Supplies account #203-449.005-729.0000 and the Major Streets Fund-Operating Supplies account #203-449.005-729.0000 for these services. Further, authorizing the Mayor and City Clerk to sign the agreement on behalf of the City upon receipt of required insurances.
- E. Resolution approving the purchase of one (1) 2019 Freightliner 108 chassis from Wolverine Freightliner through the Rochester Hills Cooperative Award Agreement #RFP-RH-13-30 totaling \$106,471.00 from account #641-441.006.971.0100; further, approving the purchase and installation of snow removal up-fitting equipment from Truck & Trailer Specialties, Inc. through the Rochester Hills Cooperative Award Agreement #RFP-RH-13-30 totaling \$115,200.00 from account #641-441.006.971.0100, for a total combined expenditure of \$221,671.00.
- F. Resolution waiving the formal bidding requirements and approving the purchase of repairs to City Vehicle #154 by Cannon Truck Equipment at a cost not to exceed \$7,280.00 with funds from the Auto Equipment Fund account #641-441.006-933.0200.
- G. Resolution scheduling a formal Public Hearing of Necessity related to the 2018 Cape Seal Program during the May 14, 2018 meeting of the City Commission; further, scheduling the formal Confirmation of the Special Assessment Roll related to the 2018 Cape Seal Program during the June 4, 2018 meeting of the City Commission, pending an affirmative determination of necessity.

- H. Resolution accepting the resignation of Katie Schafer from the Multi-Modal Transportation Board as an Alternate Member, thanking her for her service, and directing the City Clerk to begin the process of filling the vacancy.
- I. Resolution approving a request from the Birmingham Shopping District to hold the Birmingham Cruise Event on August 18, 2018, 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.
- J. Resolution approving a request from the Birmingham Shopping District requesting permission to hold Day on the Town in downtown Birmingham, July 28, 2018, with the footprint of the event to be that depicted on Plan A in the application if the Old Woodward construction is complete and the footprint to be that depicted on Plan B in the application if the Old Woodward construction is incomplete. Approval is contingent upon compliance with all permit and insurance requirements and payment of all fees and, further pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event.
- K. Resolution awarding the contract for the 2018 Catch Basin Cleaning Program to National Industrial Maintenance of Dearborn, MI in an amount not to exceed \$118,250.00 from the Major and Local Streets Funds, account #s 202/203-449.004-937.0400, and further authorizing the Mayor and the City Clerk to sign the agreement on behalf of the City upon receipt of required insurances. Further, approving the appropriation and budget amendments to the fiscal year 2017-2018 budget.
- L. Resolution approving the Agreement for Irrigation Services to Techseven Company in the amount of the base bid total of \$9,960.00 plus an amount not to exceed \$21,000.00 for routine maintenance, repairs, and miscellaneous system improvements commencing April 2018 to October 2020. Funds are available from the Major Streets Maintenance account #202-449.003-937.0400, Parking Fund account #'s 585-538.002-811.0000, 585-538.003-811.0000, 585-538.004-811.0000, 585-538.005-811.0000, 585-538.009-811.0000, Property Maintenance Other Contractual Services account #101-441.003-811.0000, and the Parks Other Contractual Services account #101-751.000-811.0000. Further, authorizing the Mayor and City Clerk to sign the Agreement on behalf of the City upon receipt of required insurances.
- M. Resolution approving the purchase of the larvicide material from Clarke Mosquito Control in the amount not to exceed \$8,255.40. Further, waiving the normal bidding requirements based on the government regulated pricing for this type of material. Funds for this purchase will come from the Sewer Fund-Operating Supplies Account #590-536.002-729.0000.
- N. Resolution approving the street light agreement between the City of Birmingham and DTE Energy regarding the installation of street lights at 35975 Woodward Ave. Further, directing the Mayor to sign the agreement on behalf of the City. All costs relative to this agreement will be charged to the adjacent owner.
- O. Resolution approving an amendment of the public services contract with NEXT for the purpose of modifying program year 2017-2018 Community Development Block Grant funds for the Yard Services, Senior Outreach Services, and Minor Home Repair program administered by NEXT; and further authorizing the Mayor to sign the amendment on behalf of the City.

- P. Resolution setting a public hearing date of May 14, 2018 to consider the following ordinance amendments:
 - 1. To amend Chapter 10, Alcoholic Liquors, Article II, Division 5, to allow hotels in Downtown Birmingham to qualify to operate with liquor licenses, similar to theaters;
 - 2. To amend Chapter 126, Zoning, Article 2, section 2.37, B-4 Business Residential, to allow the sale of liquor in hotels in the B-4 zoning district with a valid Special Land Use Permit.
- Q. Resolution setting a public hearing date of May 14, 2018 to consider a Special Land Use Permit & Final Site Plan for 260 N. Old Woodward The Morrie, to allow the operation of a restaurant, serving alcoholic liquors, and providing live entertainment.
- R. Resolution approving the Change Order for the Springdale Bridge Project to Kyle Builders, Inc., as reviewed and confirmed by AEW and staff, in the amount of \$41,040.00, to be funded from Springdale Golf Course Public Improvement account #584-753.001-981.0100 and further; to approve the appropriation and amendment to the 2017-2018 Springdale Golf Course Fund budget.
- S. Resolution approving the recommendation from the Advisory Parking Committee to authorize a one-time expenditure of \$60,000.00 to be paid from account #585-538.001-901.0300 in support of the BSD reconstruction marketing campaign.
- T. Resolution approving the IT Services Agreement with Oakland County to provide unlimited ArcGIS Online services at no cost to the City and further, authorizing the Mayor to sign the Agreement on behalf of the City.
- U. Resolution authorizing the 2018 Sidewalk Repair Program, and directing the Engineering Department to notify the owners of properties on the attached list of the City's intention to replace sidewalks adjacent to their properties.

V. UNFINISHED BUSINESS

VI. NEW BUSINESS

A. Resolution approving the 2018-2019 Planning Board Action List as provided.

OR

Resolution directing the Planning Board to revise their 2018-2019 Planning Board Action List to reflect the City Commission's top priorities as discussed tonight.

- B. Resolution directing the Planning Division to issue the Master Plan RFP on April 11, 2018.
- C. Resolution approving keeping the installed "Pi" bike racks.

AND

Resolution accepting the recommendation of the Multi-Modal Transportation Board, and adopting the Loop model bike rack, embedded and with a metallic silver finish, produced by Landscape Forms to be the new standard bike rack for the Triangle District.

OR

Resolution approving removing two "Pi" bike racks at 700 Adams and replacing them with "Loop" bike racks.

AND

Resolution accepting the recommendation of the Multi-Modal Transportation Board, and adopting the "Loop" model bike rack, embedded and with a metallic silver finish, produced by Landscape Forms as the new standard bike rack for the Triangle District.

- D. Resolution authorizing the Mayor and Clerk to sign the license agreement authorizing the removal of six metered parking spaces on the Old Woodward Ave. frontage of 298 S. Old Woodward Ave., to be used as a valet loading area, at the rate of \$5,400.00 per meter per year, effective upon the closure of the area for construction of the adjacent hotel.
- E. Resolution approving the recommendation from the Advisory Parking Committee to authorize the contract between Markyo Hospitality, LLC and the City of Birmingham to expand the capacity for permit parking within the Central Business District by 150 parking spaces at a cost of \$60.00 per permit.

AND

Resolution approving the recommendation from the Advisory Parking Committee to authorize the sale of 20 hangtag parking permits at a cost of \$60.00 per permit for the adjacent concrete lot on Woodward.

F. Resolution approving the recommendation of the Advisory Parking Committee to implement a temporary free parking garage option on Saturdays during the period of reconstruction for Old Woodward.

VII. REMOVED FROM CONSENT AGENDA

VIII. COMMUNICATIONS

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

X. REPORTS

- A. Commissioner Reports
 - 1. Notice of Intention to appoint three regular members to the Board of Building Trades Appeals on May 14, 2018.
 - 2. Notice of Intention to appoint one regular member to the Brownfield Redevelopment Authority on May 14, 2018.
 - 3. Notice of Intention to appoint one alternate member to the Multi-Modal Transportation Board on May 14, 2018.
- B. Commissioner Comments
- C. Advisory Boards, Committees, Commissions' Reports and Agendas
- D. Legislation
- E. City Staff
 - 1. Parking Utilization Report, submitted by Assistant City Manager Gunter.

XI. ADJOURN

INFORMATION ONLY

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

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



MEMORANDUM

City Clerk's Office

DATE: March 29, 2018

TO: Joseph A. Valentine, City Manager

FROM: J. Cherilynn Mynsberge, City Clerk

SUBJECT: Appointments to Planning Board

On March 12, 2018 the City Commission considered four applicants for three positions on the Planning Board. One of the positions carries a specific requirement of building ownership in the central business district or in the Shain Park Historic District. Daniel Share applied for that position as an owner representative of 442 South Old Woodward. The existing definitions of central business district were inconsistent, and the Commission was unable to determine if 442 South Old Woodward is within the district.

The Commission left the nominations for the Planning Board open until April 9, 2018 in order for staff to determine the intended definition of "central business district" in Chapter 82, Section 82-27 of the Birmingham Code of Ordinances and to determine if 442 S. Old Woodward is located within the defined "central business district".

On March 26, 2018 the City Commission adopted an ordinance amending Chapter 1-General provisions, Sec. 1-2 Definitions, to define the Central Business District as those areas included within the Downtown Birmingham Overlay District as described in Article Three: Overlay Districts, 3.02 Section D of the Birmingham Zoning Ordinance.

By the new definition 442 South Old Woodward is within the Central Business District, and Daniel Share is an eligible candidate for the Planning Board position which requires building ownership within the District.

Attached are: Notice of Intention to Appoint to Planning Board

Planning Board Roster

Planning Board attendance records

Excerpt of March 12, 2018 City Commission minutes Excerpt of March 26, 2018 City Commission minutes

Excerpt from ordinance adding definition of Central Business District

Applications for the Planning Board

SUGGESTED RESOLUTION

To appoint _____, to the Planning Board as a regular member who is a building owner in the Central Business or Shain Park Historic District to serve a three-year term to expire March 28, 2021.

To appoint expire March 28,		Planning	Board	as	a r	regular	member	to	serve	а	three-year	term	tc
To appoint expire March 28,		Planning	Board	as	a r	egular	member	to	serve	а	three-year	term	tc



NOTICE OF INTENTION TO APPOINT TO PLANNING BOARD

At the regular meeting of Monday, March 12, 2018, the Birmingham City Commission intends to appoint three regular members to serve three-year terms to expire March 28, 2021. Members must consist of an architect duly registered in this state, a building owner in the Central Business or Shain Park Historic District, and the remaining 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. Members must be residents of the City of Birmingham.

Interested citizens may submit an application available at the City Clerk's office or online at www.bhamgov.org/boardopportunites. Applications must be submitted to the City Clerk's office on or before noon on Wednesday, March 7, 2018. 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.

PLANNING BOARD DUTIES

The planning board consists of seven regular and two alternate members who serve three-year terms without compensation. The board meets at 7:30 p.m. on the second and fourth Wednesdays of each month to hear design reviews, zoning ordinance text amendments and any other matters which bear relation to the physical development or growth of the City.

Specifically, the duties of the planning board are as follows:

- 1. Long range planning
- 2. Zoning ordinance amendments
- 3. Recommend action to the city commission regarding special land use permits.
- 4. Site plan/design review for non-historic properties
- 5. Joint site plan/design review for non-residential historic properties
- 6. Rezoning requests.
- 7. Soil filling permit requests
- 8. Requests for opening, closing or altering a street or alley

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.

<u>Applicant(s) Presented For City Commission Consideration:</u>

Applicant Name	Criteria/Qualifications Building owner in the Central Business or Shain Park Historic District.									
	Other members shall represent, insofar as possible, different occupations and professions such as, but not limited to, the legal profession, the financial or real estate professions, and the planning or design professions. Members must be residents of the City of Birmingham.									
Stuart Jeffares	3 0									
Stuart Jenares	Resident, 1381 Birmingham									
1.5	Real estate profession									
J. Bryan Williams	Resident, 1421 Stanley Blvd.									
	Legal profession									
Nasseem Ramin	Resident, 1701 Maryland Blvd.									
	Legal profession									
Daniel Share	Resident, 1040 Gordon Lane									
	Legal profession-representation of business and real estate									
	owners in Birmingham									

SUGGESTED ACTION:

To appoint, to the Planning Board as a regular member who is a building owner in he Central Business or Shain Park Historic District to serve a three-year term to expire March 28, 2021.
Fo appoint, to the Planning Board as a regular member to serve a three-year term o expire March 28, 2021.
To appoint, to the Planning Board as a regular member to serve a three-year term to expire March 28, 2021.

PLANNING BOARD

Chapter 82 - Section 82-27 - Seven Members

Job Requirements: An architect duly registered in this state, a building owner in the Central Business or Shain Park Historic District, and remaining members, must 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.

Terms: Three Years

Appointment by City Commission

Meeting Schedule: Second and Fourth Wednesday of the month at 7:30 PM.

Last Name Home Address	First Name	Home Business E-Mail	Appointed	Term Expires
Boyce 179 Catalpa	Janelle	(248) 321-3207	12/10/2007 Design profession	3/28/2020
		jlwboyce@hotmail.com		
Boyle 840 Wimbleton	Robin	(248) 961-1514	4/19/2004 Planning Professor	3/28/2019
		r.boyle@wayne.edu		
Clein 1556 Yosemite	Scott	(248) 203-2068	3/22/2010 Civil Engineer/Urbar	3/28/2019 n Design
		s.clein@comcast.net		
Daminato 1789 Washingto	Madison on Blvd.	(314) 737-3171	2/26/2018 Student Representa	12/31/2018 tive
		madisondaminato@gm	ail.com	
Fogel 956 Henrietta	Sam	(248) 979-8406	2/26/2018 Student Representa	12/31/2018 tive
		shoppingcartengineer@	gmail.com	

Last Name Home Address	First Name	Home Business E-Mail	Appointed	Term Expires							
Jeffares 1381 Birminghan	Stuart n Blvd	(248) 321-2120	12/14/2015 Real Estate profession	3/28/2018 on							
		stuartjeffares@gmail.co	om								
Koseck 2441 Dorchester	Bert	(248) 302-4018	10/12/2009 Architect	3/28/2020							
		bkoseck@comcast.net									
Lazar 420 Harmon	Gillian	(248) 613-3400 (248) 644-2500	4/10/2006 Building Owner in th	3/28/2018 e Central Business							
		glazar@hallandhunter.d	glazar@hallandhunter.com								
McElroy 2106 Buckinghan	Ellie	(248) 496-9331	2/26/2018 Student Representat	12/31/2018 ive							
		elliemcelroy1@aol.com									
Ramin 1701 Maryland	Nasseem	(248) 765-9446	11/20/2017 Alternate/Attorney	11/2/2020							
		nramin@dykema.com									
Share 1040 Gordon Lar	Daniel ne	(248) 642-7340	11/24/2014 Alternate/Attorney	11/2/2020							
		dshare@bsdd.com									
Williams 1421 Stanley	J. Bryan	(248) 420-3522 (248) 433-7289	4/16/2007 Attorney	3/28/2018							
		jwilliams@dickinsonwri	ght.com								

2018 Planning Board Attendance

Members Required for Quorum:

																						SPEC	SPEC	Total Mtgs.	Total	Percent Attended
MEMBER NAME	1/10	1/24	2/21	2/28	3/14	3/28	4/11	4/25	5/9	5/23	6/13	6/27	7/11	7/25	8/8	9/12	10/10	10/24	11/14	11/28	12/12			_		Available
REGULAR MEMBERS																										
Janelle Boyce	Р	Р	NM	Р																				3	0	100%
Robin Boyle	Р	Р	NM	Р																				3	0	100%
Scott Clein	Р	Р	NM	Р																				3	0	100%
Stuart Jeffares	Р	Р	NM	Р																				3	0	100%
Bert Koseck	Р	Р	NM	Р																				3	0	100%
Gillian Lazar	Α	Р	NM	Р																				2	1	67%
J. Bryan Williams	Р	Р	NM	Р																				3	0	100%
Madison Daminato(St.	NA	NA	NM	Р																				1	0	100%
Sam Fogel (Student)	NA	NA	NM	Р																				1	0	100%
ALTERNATES																										
Nassem Ramin	Р	Р	NM	Р																				3	0	100%
Daniel Share	Р	Α	NM	Α																				1	2	33%
Ellie McElroy (Student)	NA	NA	NM	Р																				1	0	100%
Reserved																								0	0	#DIV/0!
Present or Available	8	8	0	11	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		•	

KEY: A = Member absent

P = Member present or available

CP = Member available, but meeting canceled for lack of quorum
CA = Member not available and meeting was canceled for lack of quorum

NA = Member not appointed at that time

NM = No meeting scheduled that month

CM = Meeting canceled for lack of business items

CITY BOARD/COMMITTEE ATTENDANCE RECORD

Board/Committee:

Planning Board

Yea	r	:	20	01	7

MEMBER NAME	1/11	1/25	2/8	2/22	3/8	3/22	3/29	4/26	5/10	5/24	6/14	6/19	6/28	7/12	7/26	8/9	8/23	9/13	9/18	9/27	10/25	11/8	11/29	Mtgs. Att.	Total Absent	Percent Attend
REGULAR MEMBERS						ra i						wkshp							wkshp		1- 1					
Janelle Boyce	Р	Р	Р	Р	Р	Р	Р	Р	Р	Р	Р	Р	Р	Р	Р	Α	Р	Α	Р	Р	Р	Р	Р	21	2	91%
Robin Boyle	Р	Р	Р	Р	Р	Α	Р	Α	Р	Р	Α	Α	Α	Р	Р	Р	Р	Р	Р	Р	Р	Р	Р	18	5	78%
Scott Clein	Р	Р	Р	Α	Р	Р	Р	Р	Р	Α	Р	Р	Р	Р	Α	Р	Р	Р	Р	Р	Α	Α	Р	19	4	83%
Stuart Jeffares	Р	Р	Р	Р	Р	Р	Р	Р	Р	Р	Р	Р	Р	Р	Α	Р	Р	Р	Р	Р	Р	Р	Р	22	1	96%
Bert Koseck	Р	Р	Р	Р	Α	Р	Α	Р	Р	Р	Р	Р	Р	Α	Р	Р	Р	Р	Α	Р	Р	Р	Α	18	5	78%
Gillian Lazar	Р	Α	Р	Р	Р	Α	Α	Р	Р	Р	Р	Α	Р	Р	Р	Р	Р	Р	Α	Α	Р	Р	Р	17	6	74%
J. Bryan Williams	Р	Р	Р	Р	Α	Р	Р	Α	Р	Р	Α	Р	Р	Р	Α	Р	Р	Р	Р	Α	Р	Р	Р	18	5	78%
Arianne Afrahtek (Student Re	*	*	*	*	Р	Α	Р	Р	Α	Р	Α	**	Р	Р	Р	Α	Α	Α	**	Р	Α	Α	Α	8	9	47%
Isabella Niskar (Student Rep)	*	*	*	*	Α	Р	Α	Р	Р	Α	Α	**	Р	Α	Р	Α	Α	Α	**	Р	Р	Р	Р	8	9	47%
			-	1																						
ALTERNATES																										4 114
Lisa Prasad	Α	Α	Α	Α	Р	Α	Α	Р	**	Р	Р	Α	Α	Р	Α	Α	Α	Α	Α	Р	Α	Α	*	6	15	29%
Daniel Share	Α	Р	Α	Р	Р	Р	Р	Р	**	Р	Р	Α	Р	Α	Α	Α	Р	Α	Α	Р	Α	Α	Α	11	11	50%
Naseem Ramin	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	Р	1	0	100%
Members in attendance	7	7	7	7	8	7	7	9	8	9	7	5	9	8	6	6	8	6	5	9	7	7	9			

KEY:

A = Absent

P = Present

NM = No Meeting

Department Head Signature

** = not asked to attend

* = not on board

2016

	J	F	M_	Α	M	J	J	Α	S	0	N	D	%
31 - 1 - US													
JANELLE BOYCE	A/P	Р	P/P	P/P	P/A	P/P							82%
ROBIN BOYLE	P/P	P	P/P	P/P	A/P	A/P							82%
SCOTT CLEIN	P/P	P	P/A	P/P	A/P	P/P							82%
STUART JEFFARES	P/P	P	P/P	P/P	P/P	P/P							100%
BERT KOSECK	P/P	P	A/A	P/P	P/P	P/P							82%
GILLIAN LAZAR	A/A	P	A/A	P/P	P/P	P/P							64%
J.BRYAN WILLIAMS	P/P	P	P/P	P/A	P/P	A/P							82%
LISA PRASAD	**	Α	P/P	A/P	A/P	A/A							45%
DANIEL SHARE	P/P	Α	A/P	A/A	P/A	P/A							45%
COLIN CUSSIMANO	**	Р	P/A	A/P	P/P	P/A							67%

/= Two meetings in that month

2015

	J	F	M	Α	M	J	J	Α	S	0	N	D	%
				1000		T.					1		- Paris
SCOTT CLEIN	P/P	P/P	P/P	A/P	P/P	P/P	P/P	P/P	P/P	P/P	Р	P	95%
CARROLL DEWEESE	P/P	P/P	P/P	P/P	P/P	P/P	A/A	A/P	P/A	P/P	Α	Α	73%
BERT KOSECK	P/P	P/P	A/P	P/P	P/P	P/P	A/P	P/A	P/P	P/P	P	Α	82%
GILLIAN LAZAR	P/P	A/A	P/A	P/P	P/P	P/P	P/P	P/P	P/P	P/A	Α	P	77%
JANELLE BOYCE	P/P	P/P	P/P	P/P	P/P	P/P	P/P	P/P	A/P	P/P	P	P	95%
J. BRYAN WILLIAMS	P/P	P/P	A/P	P/P	P/P	A/P	P/A	P/P	P/A	A/P	P	P	77%
DANIEL SHARE	P/A	P/A	P/P	P/A	P/A	P/A	P/A	A/A	P/P	A/A	P	P	55%
ROBIN BOYLE	A/A	A/A	A/A	A/A	A/A	A/A	P/P	P/P	P/P	P/P	P	Р	45%
STUART JEFFARES	A/P	P/P	P/P	A/P	A/P	P/P	P/A	A/P	A/P	P/P	P	Р	73%
SCOTT JASPERSEN	**	**	P/A	A/A	A/A	A/A	A/A	A/A	A/A	A/A	Α	Α	5%
ANDREA LAVERTY	**	**	P/A	A/P	P/A	A/P	A/P	A/A	A/A	A/A	Α	Α	30%

^{* =} Member Resigned

^{** =} Member Not Yet Appointed

420 Harmon Birmingham, MI 48009

March 8, 2018

To: Birmingham City Commission

Re: Decision not to seek re-appointment to the Planning Board

Mayor Harris & Fellow Commissioners:

After careful thought and consideration, mostly due to increased travel, I have made the difficult decision not to re-apply for my position on the Planning Board. The past twelve years have been a truly rewarding investment of my time. I have learned much about the importance and necessity of good planning and I shall always value the extended privilege of having shared my position on the Planning Board with an outstanding group of individuals, including members of the Planning Department, all of whom I continue to have the utmost respect for. I shall long remember being part of some significant decision-making that has contributed to Birmingham's ever evolving growth and magnetism which I am confident will continue to draw many others into the community to live, work & invest. We do, indeed, have a very special City.

My personal thanks to each of you on the City Commission for giving me the honor of serving my community in such a constructive and fulfilling manner. I shall miss the participation but will remain an avid observer as Birmingham moves forward.

Respectfully submitted,

Gillian Lazar

cc: Jana Ecker – Planning Director

EXCERPT

BIRMINGHAM CITY COMMISSION MINUTES MARCH 12, 2018

MUNICIPAL BUILDING, 151 MARTIN

7:30 P.M.

03-065-18 APPOINTMENT OF REGULAR MEMBERS TO PLANNING BOARD

The Commission interviewed Stuart Jeffares and J. Bryan Williams, who currently serve on the Board with terms that expire on March 28, 2018.

The Commission also interviewed Daniel Share, currently an alternate member on the Board. Mr. Share presented a letter from Paul Share, Manager, of FAS Associates, LLC, stating, "FAS Associates, LLC, a Michigan limited liability company, the owner of 442 South Old Woodward, Birmingham, Michigan, has appointed Daniel Share its agent and attorney, among other things for purposes of appointment to any City Board of (sic) Commission where building ownership is a qualification for appointment." City Attorney Currier confirmed Mr. Share is eligible for the required position on the Board for a building owner in the central business or Shain Park Historic District.

Nasseem Ramin, currently an alternate member on the Board, submitted an application but was unable to attend the meeting.

MOTION: Motion by Mayor Pro Tem Bordman:

To appoint Daniel Share to the Planning Board as a regular member who is a building owner in the central business or Shain Park Historic District to serve a three-year term to expire March 28, 2021.

MOTION: Motion by Commissioner Boutros:

To appoint Stuart Jeffares to the Planning Board as a regular member to serve a three- year term to expire March 28, 2021.

MOTION: Motion by Commissioner DeWeese:

To appoint J. Bryan Williams to the Planning Board as a regular member to serve a three-year term to expire March 28, 2021.

Mayor Harris left the nominations open and deviated from the agenda to allow Planning Director Ecker time to determine if 442 S. Old Woodward is located within either the central business district or the Shain Park Historic District.

Mayor Harris returned to Agenda Item 3H.

03-067-18 APPOINTMENT OF REGULAR MEMBERS TO PLANNING BOARD (continued)

Planning Director Ecker reported that 442 S. Old Woodward is not within the central business historic district. It is in the overlay, which is generally thought of as the central business district (CBD), but the historic district is the only one actually called the central

business historic district (CBHD).

Commissioner Nickita stated that there are numerous examples of considering the CBD as extending to the boundaries of the overlay.

Planning Director Ecker agreed that conceptually the CBD usually at least extends to the boundaries of the overlay, if not further on to the boundaries of the Birmingham Shopping District. Planning Director Ecker continued that the Shain Park Historic District is capitalized in the ordinance, whereas the CBD is lowercase, which may indicate that the CBD refers to the colloquial understanding of the business district which extends to the overlay, as opposed to the strict definition of the CBHD which is much smaller.

Mayor Pro Tem Bordman said there seemed to be a conflict between the Notice of Intent to Appoint and the definition of the ordinance, and that the ordinance definition would take precedence. City Attorney Currier agreed.

Commissioner Sherman stated that an ordinance regarding skateboarding defines the central business district boundaries as follows: the east sidewalk of Woodward, to the north sidewalk of Oakland, to the north sidewalk of Willits, to the west sidewalk of Chester, to the north sidewalk of Maple, to the west sidewalk of Southfield, to the south sidewalk of Merrill, to the west sidewalk of Bates, to the south sidewalk of Townsend, to the west sidewalk to Henrietta, to the south sidewalk of Brown, back to the east sidewalk of Woodward.

Commissioner Sherman confirmed for Mayor Harris that the aforementioned boundaries would not encompass 442 S. Old Woodward.

The Commission requested that City Attorney Currier look into the technical definition of the CBD further.

There was a majority consensus (4-3) among the Commissioners to leave all nominations for the Planning Board open, to direct staff to determine the intended definition of "central business district" in Chapter 82, Section 82-27 of the Birmingham Code of Ordinances, to determine if 442 S. Old Woodward is located within the defined "central business district", and to adjourn further consideration of the nomination and appointment of members to the Planning Board until April 9, 2018.

EXCERPT

BIRMINGHAM CITY COMMISSION MINUTES

MARCH 26, 2018

MUNICIPAL BUILDING, 151 MARTIN

7:30 P.M.

03-387-18 ORDINANCE AMENDMENT TO CITY CODE

City Manager Valentine presented the geographic definition of the Central Business District as following the parameters of the overlay zoning district. City Manager Valentine continued that the definition would be added back into to the ordinance in order to make its parameters explicit.

City Attorney Currier added that:

- The overlay zoning district definition for the central business district now provided in Section A of the ordinance will apply within the ordinance unless a different definition is provided.
- In an instance where a different definition is provided, as for example in reference to skateboarding within the City, the specific, already-extant definition will take precedence over the general definition provided.

City Attorney Currier told Commissioner Nickita that the definition of the overlay district is represented on the overlay map within the ordinance, and the definition is graphic-only.

Commissioner Nickita asked City staff to verify that a graphic-only definition provides sufficient clarity moving forward.

City Attorney Currier:

- Answered Commissioner Nickita affirmatively.
- Told Commissioner Sherman that there is no concrete difference between capitalizing or not capitalizing the words in 'Central Business District'. Commissioner Sherman accepted this.

MOTION: Motion by Commissioner Sherman, seconded by Commissioner Nickita: To approve the ordinance amendment to amend the City Code, Part II, Chapter 1-General provisions, Sec. 1-2 Definitions.

1

VOTE: Yeas, 5

Nays, 0

Absent, 2 (Bordman, Harris)

March 26, 2018

AN ORDINANCE TO AMEND PART II OF THE CITY CODE, CHAPTER 1 — GENERAL PROVISIONS, SEC. 1-2 DEFINITIONS.

THE CITY OF BIRMINGHAM ORDAINS:

The City Code, Part II, Chapter 1. General Provisions, Sec. 1-2. – Definitions, shall read as follows:

CHAPTER 1 - GENERAL PROVISIONS

Sec. 1-2. - Definitions and rules of construction.

(a) The following words and phrases, when used in this Code, shall have the meanings respectively ascribed to them unless otherwise provided for in this Code:

Central Business District. When the words "Central Business District" are used in this Code, it shall mean those areas included within the Downtown Birmingham Overlay District as described in Article Three: Overlay Districts, 3.02 Section D of the Birmingham Zoning Ordinance.

Charter. The word "Charter" means the Charter of the City of Birmingham.

City. The word "city" means the City of Birmingham, Michigan.

Code. The words "Code" or "this Code" mean the Birmingham City Code as designated in section 1-1.

Commission. The words "commission" or "city commission" mean the legislative body of the City of Birmingham, Michigan.

Computation of time. The time within which an act is to be done, as provided in this Code or in any order issued pursuant to this Code, when expressed in days, shall be computed as prescribed by state statute.

State Law reference— Computing period of days, MCL 8.6, MSA 2.217.

County. The word "county" means the County of Oakland.

Gender. Words importing the masculine gender shall apply to firms, associations, partnerships and corporations, and may apply to females if the intent of the ordinance or Code provision so requires.

Health department. The phrase "health department" means the health department, or any department assigned the duties of a health department.

Health officer. The phrase "health officer" means the director of the health department or his authorized representative, or any person hereinafter appointed to such position by the city.

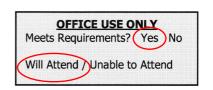
Joint authority. All words purporting to give joint authority to three or more public officers or other persons, shall be construed as giving such authority to a majority of such officers or other persons unless it is otherwise expressly declared in the provision granting the authority.

MCL. The abbreviation "MCL" means the Michigan Compiled Laws, as amended.

Month. The word "month" means a calendar month.



cmynsberge@bhangov.org or by fax to 248.530.1080.



Updated 8/16/17

APPLICATION FOR CITY BOARD OR COMMITTEE

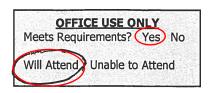
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Information on various Boards and Committees and a list of current openings can be found on the City website at www.bhamgov.org/boardopportunities.

(Please print clearly)

Board/Committee of Interest PLANNING BOARD	
Specific Category/Vacancy on Board REGULAR MEMB	ER
Name STUART DEFFARES	Phone 248-321-2120
Residential Address 1381 BIRMINGHAM	Email STUART SEFFARES @ GMAIL. Con
Residential City, Zip BIRMING HAM, 48009	Length of Residence 144EALS
Business Address 275 S. OLD WOODWARD	Occupation ASSOC. BROKER - MAY BROCK
Business City, Zip BIRMINGHAM, MI 48009	
Reason for Interest: Explain how your background and skills will enhance on PLANNING BOARD, ASSOC. BROKER 3 REAL ESTATE INBIRMINGHAM, NEIGHBOR AREA SENIORS & CYCLISTS.	PECIALIZING IN IZESIDENTIAL
List your related employment experience ASSOC- BILOKEIL R	
BUILDER, 20+ YEARS-EXECUTIVE IN ST	
List your related community activities BOARD MEMBER, NE HOOD LECTURER @ BPL & NEXT / FRIENDS MEMBER - BIRMING HAM EDUCATION FOR LIST YOUR related educational experience BA - MARKETING CONSTRUCTION MGT (50% COMPLETE), MGT OT the best of your knowledge, do you or a member of your immediationships with any supplier, service provider or contractor of the Codirect compensation or financial benefit? If yes, please explain: NO	BPL -MEMBER PAST BOARD ONDATION. OG, MBA - FINANCE, \$550C ASTER GARDNER CERTIFICATION liate family have any direct financial or business ity of Birmingham from which you or they derive
Do you currently have a relative serving on the board/committee to which	
Are you an elector (registered voter) in the City of Birmingham?	5
	-15-18
Signature of Applicant Date	
Return the completed and signed application form to: City of Birmingham, City Clerk's	s Office, 151 Martin, Birmingham, MI 48009 or by email to





APPLICATION FOR CITY BOARD OR COMMITTEE

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

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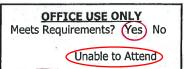
(Please print clearly) Board/Committee of Interest Planning Board Specific Category/Vacancy on Board ___ Phone 248-420-3522 Name J. Bryan Williams Residential Address 1421 Stanley Blvd. Email jwilliams@dickinsonwright.com Length of Residence 43 years Residential City, Zip Birmingham, MI 48009 Business Address 2600 W. Big Beaver Rd. Ste. 300 Occupation <u>Attorney</u> Business City, Zip _____Troy, MI 48084 Reason for Interest: Explain how your background and skills will enhance the board to which you have applied ______ I have 46 years of experience as a practicing attorney with significant experience in municipal finance, corporate and real estate practice areas. List your related employment experience _____ Dickinson Wright PLLC 1972 - present (CEO 1991-2000) List your related community activities Birmingham Planning Board 2007 - present. Detroit Regional Chamber of Commerce, Director 1994 - 2002; Vice Chairman 1997 - 2002. Board of Water Commissioners, DWSD, 2011 - 2015. List your related educational experience ___University of Michigan, J.D., 1972 University of Notre Dame, A.B., 1969 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_ 02/16/2018

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

RECEIVED BY



MAR - 1 2018



CITY CLERK'S OFFICE Ms. Ramin has a scheduling conflict on March 12.

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.

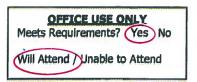
(Please print clearly)	
Board/Committee of Interest Planning Board Specific Category/Vacancy on Board Plannar Mumbur	
Name Nassem Jara Kamin	Phone 140. 749. 9444
Residential Address 1701 Maryland blvd.	Email Mramin adykema. von
Residential City, Zip birmingham, mi 40,009	Length of Residence 4.5 Mears
Business Address 400 renaissance ctr. Business City, Zip detroit, mi 40,747	Occupation Aftern M
Reason for Interest: Explain how your background and skills will enhance real estate litigation and mediation past by years of legal practice	te the board to which you have applied
List your related employment experience vommercial lities your related community activities planning board of	
List your related educational experience MA, Wniv. Of Mile White J.D., American Mniversity To the best of your knowledge, do you or a member of your immed relationships with any supplier, service provider or contractor of the Cidirect compensation or financial benefit? If yes, please explain: 10	iate family have any direct financial or business
Do you currently have a relative serving on the board/committee to which	ch you have applied?
Are you an elector (registered voter) in the City of Birmingham?	r
Signature of Applicant Date	.1,2010



Signature of Applicant

RECEIVED BY

MAR - 7 2018



APPLICATION FOR CITY BOARD OR COMMITTEE

Thank you for your interest in serving on a Board of 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 Planning Board Specific Category/Vacancy on Board ______ Regular Member Phone 248-642-7340 Name Daniel M. Share Residential Address 1040 Gordon Lane dshare@bsdd.com Residential City, Zip Birmingham, MI 48009 Length of Residence 39 years Business Address 333 West Fort Street, 12th Floor Occupation Attorney Business City, Zip Detroit, MI 48226 Reason for Interest: Explain how your background and skills will enhance the board to which you have applied __ During the past three plus years I have enjoyed participating in numerous Planning Board meetings. I welcome the opportunity to continue in this role. I think I have made positive contributions to the Board's deliberations. List your related employment experience Nearly 40 years experience in real estate and business law, including land use, finance, construction and development, including representation of business and real estate owners in List your related community activities Alternate Planning Board Member; Ad Hoc Greenwood Cemetery Committee: Birmingham School Board; Board Member - Oakland Schools List your related educational experience BA Degree: Law Degree 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 March 6. 2018

Return the completed and signed application form to: City of Birmingham, City Clerk's Office, 151 Martin, Birmingham, MI 48009 or by email to cmvnsberge@bhamgov.org or by fax to 248.530.1080. Updated 8/16/17

236 West 30th Street Suite 5-R New York, NY 10001

Birmingham City Commission 151 Martin Street Birmingham, MI 48009

Re: Confirmation of Agency

Dear Commission Members:

This will confirm that FAS Associates, LLC, a Michigan limited liability company, the owner of 442 South Old Woodward, Birmingham, Michigan, has appointed Daniel Share its agent and attorney, among other things for purposes of appointment to any City Board of Commission where building ownership is a qualification for appointment.

FAS ASSOCIATES, LLC

Ву

Paul. Share, Manager



NOTICE OF INTENTION TO APPOINT TO ARCHITECTURAL REVIEW COMMITTEE

At the meeting of Monday, April 9, 2018 the Birmingham City Commission intends to appoint one regular member to the Architectural Review Committee to serve a three-year term to expire April 11, 2021, and one regular member to serve the remainder of a three-year term to expire April 11, 2020. Members of this Committee will be appointed by the Commission. The Committee shall consist of three Michigan licensed architects who reside in the City of Birmingham.

The purpose of this committee is to review certain public improvement projects initiated by the City and referred to the committee by the City Manager or his/her designee. The Committee is expected to offer opinions as to what physical alterations or enhancements could be made to these projects in order to improve the aesthetic quality of the project and the City's overall physical environment.

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, April 4, 2018. 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.

NOTE: The Committee has not met since 2015. Attendance records attached are for 2015 only.

<u>Applicant(s) Presented For City Commission Consideration:</u>

Applicant Name	Criteria/Qualifications
	Applicants must be a Michigan Licensed Architect &
	Resident of the City of Birmingham.
Larry Bertollini	Licensed Architect and Birmingham resident
1275 Webster	-

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 RESOLUTION:

To appointserve a three-year term to e	as a regular membe expire April 11, 2021.	er to the	Architectural	Review	Committee	to
To appointserve the remainder of a th	as a regular memberee-vear term to expir			Review	Committee	to



ARCHITECTURAL REVIEW COMMITTEE

Resolution #: 03-101-04

Purpose: To review certain public improvement projects initiated by the city and referred to the committee by the city manager or his/her designee. The committee is expected to offer opinions as to what physical alterations or enhancements could be made to these projects in order to improve the aesthetic quality of the project and the city's overall physical environment.

Members: The committee shall consist of three Michigan licensed architects who reside in the City of Birmingham.

Term: Three years

Last Name Home Address	First Name	Home Business E-Mail	Appointed	Term Expires
Bertollini	Larry	(248) 646-6677	6/25/2012	4/11/2018
1275 Webster		lbertollini@att.net	Michigan Licensec of Birmingham	l Architect & Resident
Longe	Christopher	(248) 258-6940	5/24/2004	4/11/2019
1253 Yosemite		(248) 258-6940	•	Architect & Resident
		cjlonge@cjlongeaia.com	of Birmingham	
VACANT			5/24/2004 Michigan Licensec of Birmingham	4/11/2020 I Architect & Resident

CITY BOARD/COMMITTEE ATTENDANCE RECORD

Name of Board:

Architectural Review Committee

Year: 2015

REGULAR MEMBERS MEMBER NAME Present or Available Member 1 **ALTERNATES** Christopher Longe Scott Bonney arry Bertollini **Members Required for Quorum:** NAC Z Z Z 3 0 FEB Z Z Z 0 MAR Z Z Z M 0 APR NM Z NM 0 MAY Z Z Z 0 JUNE v 7 ס ω JULY v v ס ω AUG Z Z Z 0 SEPT Z Z Z M 0 50 Z Z Z 0 VON 0 3 Z Z M DEC 7 P P w SPEC 0 SPEC MTG 0 Mtgs. Att. 0 0 0 0 0 ω 0 0 0 Absent Total d 0 0 0 0 0 0 0 0 0 Available Attended #DIV/0! Percent #DIV/0! #DIV/0! #DIV/0! #DIV/0! #DIV/0! #DIV/0! #DIV/0! #DIV/0! #DIV/0! 100% 100% 100%

A = Member absent
P = Member present or available

CP = Member available, but meeting canceled for lack of quorum

CA = Member not available and meeting was canceled for lack of quorum

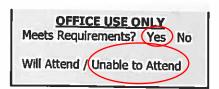
NA = Member not appointed at that time

NM = No meeting scheduled that month CM = Meeting canceled for lack of business items

Department Head Signature



cmynsberge@bhamgov.org or by fax to 248.530.1080.



Updated 8/16/17

APPLICATION FOR CITY BOARD OR COMMITTEE

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

(Please print dearly)
Board/Committee of Interest Architectural Review Committee
Specific Category/Vacancy on Board regular member, Michigan licensed architect and Birmingham resident
Name Larry Bertollini Phone 248 1046 6677
Residential Address 1275 Webster Email bertollinicattir
Residential City, Zip Brungham MI Length of Residence Since 185
Business Address 850 N. Crooks, St. 200 Occupation Architect
Business City, Zip Clawson, MI 48017
Reason for Interest: Explain how your background and skills withenhance the board to which you have applied Background in Schematic Vesian, Jesian Level of Mental Construction Documents, Construction for residential 4 Commercial trojects— List your related employment experience Irving Toboch an Architect 91-67 Straub Pettitt, Jaste Architects presently List your related community activities PAIL District Ad. Hoc Committee
List your related educational experience Back low of Science in Architecture (LTU.) + Continued Faucration through AIA
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:
None
Do you currently have a relative serving on the board/committee to which you have applied? ARC
Are you an elector (registered voter) in the City of Birmingham? <u>Yes</u>
Signature of Applicant A 12 18 Date
3C1 Return the completed and signed application form to: City of Birmingham, City Clerk's Office, 151 Martin, Birmingham, MI 48009 or by email to



NOTICE OF INTENTION TO APPOINT TO THE HOUSING BOARD OF APPEALS

At the meeting of Monday, April 9, 2018, the Birmingham City Commission intends to appoint two regular members to the Housing Board of Appeals to serve three-year terms to expire May 4, 2021 and one regular member to serve the remainder of a three-year term to expire May 4, 2020. 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, April 4, 2018. 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.

NOTE: Attendance records are not included in this report because the Board has not met since before 2015.

<u>Applicant(s) Presented For City Commission Consideration:</u>

Applicant Name	Criteria/Qualifications Applicants shall be educated or experienced in building construction administration, social services, real estate or other responsible positions.
Ken Peterson	Builder
Philip Vincenti	Builder/contractor

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

SUGGESTED ACTION:

To appoint Appeals to serve a three-year term to exp		to	the	Housing	Board	of
To appoint Appeals to serve a three-year term to exp		to	the	Housing	Board	of
To appointAppeals to serve the remainder of a three	-			_	Board	of



HOUSING BOARD OF APPEALS

Chapter 22 - Sections 22-312 - 22-314

Seven Members

Requirements: Qualified by education or experience in building, construction administration, social

services, real estate, or other responsible positions.

Terms: Three year - expire the first Monday in May

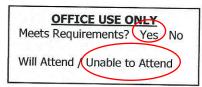
Meetings held as needed.

Appointed by the City Commission

Last Name Home Address	First Name	Home Business E-Mail	Appointed	Term Expires
Frink	David	(248) 766-2069	9/10/2001	5/4/2020
5277 Coulter Lak	ce Trail		home builder	
Clarkston	48348	davidlfrink@aol.com		
Jerome	Alexander	(248) 417-6833	5/9/2016	5/4/2019
1845 Hazel			attorney	
Birmingham	48009	asjerome@gmail.com		
McLogan	Chris	(248) 321-5883	11/23/2015	5/4/2020
612 N. Glenhurst	t Dr		real estate	
Birmingham	48009	chrismclogan@gmail.co	om	
Peterson	Kenneth	(586) 615-0452	4/16/2007	5/4/2018
34 Adelaide			home builder	
Detroit	48201	kenpeterson123@gmaii	l.com	
Taylor	Robert	248-892-3316	5/10/2010	5/4/2019
3693 W Bradford	i		real estate	
Bloomfield Hills	48301	Bob@BobTaylor.com		

Last Name Home Address	First Name	Home Business E-Mail	Appointed	Term Expires
VACANT				5/4/2020
VACANT				5/4/2018





APPLICATION FOR CITY BOARD OR COMMITTEE

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

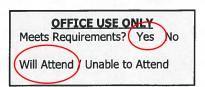
(Please print clearly) Board/Committee of Interest Housing BOARD & APADALS Specific Category/Vacancy on Board regular member, experience in building Name KEN PETERSON Phone 586-615-0452 Email Ken peterson 1230 gmail. com Residential Address 34 ADELAINE Residential City, Zip DETROIT, MI 48201 Length of Residence 5 (45A25 Business Address _____ Occupation _____ Business City, Zip _____ Reason for Interest: Explain how your background and skills will enhance the board to which you have applied ______ 35 YEAR BUILDER & REMODERER, BELLEVER IN ARCHITECTURAL CONTINUETY, PRESERVATION OF NEIGHBOAHOODS, List your related employment experience Bullion Remodelter List your related community activities FORMED BOOTH PORK VOLUNTEED IN CONSTRUCTION List your related educational experience B. S. O WAYDE STATES 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? Signature of Applicant

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



RECEIVED BY

APR 4 2018



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 Housing Board of Appeals
Specific Category/Vacancy on Board <u>regular member</u> , experience in building/contracting
Name Philip Vincenti Phone 248-722-4747
Residential Address 938 LAKESIAE PP Email PVINCENT @ TCWALL COM
Residential City, Zip Birming ham 48009 Length of Residence 4 months & Chinasa + but
Business Address 41115 TO DR, SMITE 100 Occupation ARESIDENT OF FOUNDATION
Business City, Zip Novi MI 48375
Reason for Interest: Explain how your background and skills will enhance the board to which you have applied
done hundreds of FOUNDATIONS FOR HOMES IN BIRMINGHAM.
List your related employment experience THOUGH BEING A BULLOCK + CONTRACTOR IN THE ANEA I HAVE DEACT WITH THE CITY + ITS OFFICIALS ON NUMEROUS
OCCASIONS. I NOW A BUILDERS CICENSE AND HAVE EXPENSIVE EXTRECIENCE IN THE BUILDING BUSINESS. List your related community activities
List your related educational experience BA. FROM GEORGETOWN UNIVERSITY, MASTRIS FROM CAURENCE THER IN GONSTRUCTION Engineering
There were the me district the transfer of
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:
direct compensation or financial benefit? If yes, please explain:
Do you currently have a relative serving on the board/committee to which you have applied?

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

BIRMINGHAM CITY COMMISSION MINUTES MARCH 26, 2018 MUNICIPAL BUILDING, 151 MARTIN 7:30 P.M.

I. ELECTION OF PRESIDING OFFICER, CALL TO ORDER AND PLEDGE OF ALLEGIANCE

City Manager Valentine called the meeting to order at 7:30 PM.

City Manager Valentine explained that according to the City Charter, the Commission must elect a Presiding Officer in the event the Mayor and Mayor Pro Tem are absent for a meeting. He called for nominations to elect a Presiding Officer for the meeting.

03-082-18 ELECTION OF PRESIDING OFFICER

MOTION: Motion by Commissioner DeWeese, seconded by Commissioner Hoff: To elect Commissioner Boutros Presiding Officer for this meeting.

ROLL CALL VOTE: Yeas, Commissioner Boutros

Commissioner DeWeese Commissioner Hoff Commissioner Nickita Commissioner Sherman

Nays, None

Absent, Mayor Harris

Mayor Pro Tem Bordman

II. ROLL CALL

ROLL CALL: Present, Commissioner Boutros

Commissioner DeWeese Commissioner Hoff Commissioner Nickita Commissioner Sherman

Absent, Mayor Harris

Mayor Pro Tem Bordman

Administration: City Manager Valentine, City Attorney Currier, Deputy Clerk Arft, Planning Director Ecker, Finance Director Mark Gerber, Director of Public Services Wood

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

03-383-18 ANNOUNCEMENTS

Presiding Officer Boutros announced:

• To foster the love of reading in young children, the Baldwin Public Library has launched a program called "1,000 Books before Kindergarten." Studies show that families who start reading aloud to their children at birth and continue to do so over the years will strengthen their children's language skills and build their vocabulary. The more that

children are read to, the better prepared they are for kindergarten and beyond. To sign up for the program, visit the Youth Room reference desk. The "1,000 Books before Kindergarten" program is sponsored by the Bob and Jean Kelly Endowment fund.

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.

03-384-18 APPROVAL OF CONSENT AGENDA

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

To approve the Consent Agenda as follows:

- A. Approval of City Commission meeting minutes of March 12, 2018.
- B. Approval of warrant list, including Automated Clearing House payments, dated March 14, 2018 in the amount of \$1,561,970.91.
- C. Approval of warrant list, including Automated Clearing House payments, dated March 21, 2018 in the amount of \$1,078,394.02.
- D. Resolution authorizing the IT department to renew the existing Granicus Subscription for the yearly cost of \$7295.40. Funds available in the IT Connectivity account 636-228.000-933.0700.
- E. Resolution approving the proposal from Johnson-Hill Land Ethics Studio in the amount not to exceed \$24,700.00 for landscape architectural consultant services for design development, construction documentation, bid period services and construction period services to construct two Little League fields along the eastern edge of Kenning Park. Further, authorizing the Mayor and City Clerk to sign the agreement on behalf of the City of Birmingham upon receipt of proper insurance. Further, waiving the formal bidding requirements. Funds for this purchase are available from General Fund Parks Other Contractual Services account #101-751.000-811.0000.
- F. Resolution setting Monday, April 23, 2018 at 7:30 PM for a public hearing to consider the ordinance amendments to amend the submittal requirements for site plan and Special Land Use Permit review.
- G. Resolution setting Monday, April 23, 2018 at 7:30 PM for a public hearing to consider an application for a Special Land Use Permit Amendment and Final Site Plan for First Presbyterian Church at 1669 W. Maple.
- H. Resolution setting Monday, April 23, 2018 at 7:30 PM for a Public Hearing to consider the proposed lot combination of 325 W. Brown & 298 S. Old Woodward.
- I. Resolution setting Monday, April 23, 2018 at 7:30 PM for a Public Hearing to consider the proposed lot combination of 215 Peabody & 34965 Woodward.

V. UNFINISHED BUSINESS

03-385-18 PUBLIC HEARING TO CONSIDER ADOPTION OF THE CITY OF BIRMINGHAM 2018 PARKS AND RECREATION MASTER PLAN

Presiding Officer Boutros continued the public hearing at 7:35 p.m.

Director of Public Services Wood noted the updated accessibility ratings within the 2018 Parks and Recreation Master Plan and asked the Commission to approve the resolution to adopt the Plan. Director of Public Services Wood then introduced Sarah Traxler from McKenna to present the updated accessibility ratings.

The updated accessibility ratings were reached through a three-day, 30-item survey of Birmingham parks, Ms. Traxler explained.

Ms. Traxler continued that:

- The updated ratings were accidentally omitted from the inventory, but the individual ratings will be updated in the inventory for the final Plan.
- Some of the Parks may never reach the highest accessibility rating due to various circumstances, and the goal for accessibility should be looking at Birmingham parks from a systems perspective.

Ms. Traxler told Commissioner Hoff that:

- ADA-compliant equipment or circumstances were mentioned in three parks but not others because McKenna used its discretion in what to mention in the park descriptions.
- There is no reference to the removal of the overgrowth water lilies at Quarton Lake for the same discretionary reasons.
- This Plan is meant to provide a conceptual overview, not a square-foot by square-foot description those details are better covered during the individual park planning which will occur after the approval of this conceptual plan.
- The Poppleton Park conceptual plan was added to the appendix of the Parks and Recreation Master Plan.
- Relevant minutes, letters, and resolutions will be added to the final draft.

There being no further comments, Presiding Officer Boutros closed the public hearing at 8:45 p.m.

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

To adopt the City of Birmingham 2018 Parks and Recreation Master Plan, subject to the comments recommended tonight. (Formal resolution appended to these minutes as Attachment A)

Commissioner Nickita expressed his approval of the conceptual Parks Plan and his appreciation for the effort that went into its creation and revisions.

VOTE: Yeas, 5

Nays, 0

Absent, 2 (Bordman, Harris)

VI. NEW BUSINESS

03-386-18 PUBLIC HEARING TO CONSIDER THE REPROGRAMMING OF PROGRAM YEAR 2017 CDBG FUNDS

Presiding Officer Boutros opened the public hearing at 8:46 p.m.

Finance Director Gerber explained:

- This project proposes to repurpose \$17,834 from the Minor Home Repair category of the Community Development Block Grants to the ADA-barriers project to make the Police Department doors ADA-compliant.
- After the transfer of funds there will still be \$19,434 for minor home repairs.

Seeing no comment from the public, Presiding Officer Boutros closed the public hearing at 8:47 p.m.

Commissioner Hoff:

- Thanked NEXT for allowing this repurposing of funds.
- Stated she represents the Commission on the Foundation for Birmingham Senior Residents and acknowledged the Foundation has money available for senior residents who qualify for home repair.

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

To authorize the Finance Director to submit a request along with the public hearing advertisement and City Commission resolution to Oakland County to reprogram the Community Development Block Grant (CDBG) program year 2017 funds in the amount of \$17,834 from Minor Home Repair (Account 731227) to the Remove Architectural Barriers project (Account 731619) — Police Department Main Entrance ADA Retrofit; and further approving the appropriation and amendment to the General and Community Development Block Grant Funds as follows:

General Fund:

Revenues		
Draw from Fund Balance	101-000.000-401.0000	\$(17,834)
Expenditures		
City Hall and Grounds		
Buildings	101-265.001-977.0000	\$(17,834)
Community Block Grant Fund:		
Revenues		
Federal Grants	248-000.000-503.0000	\$ 17,834
Expenditures		
Barrier Free Improvements	248-690.000-836.0100	\$ 17,834

VOTE: Yeas, 5

Nays, 0

Absent, 2 (Bordman, Harris)

03-387-18 ORDINANCE AMENDMENT TO CITY CODE

City Manager Valentine presented the geographic definition of the Central Business District as following the parameters of the overlay zoning district. City Manager Valentine continued that the proposed amendment would add to the ordinance in order to make its parameters explicit.

City Attorney Currier added that:

- The overlay zoning district definition for the central business district provided in the proposed amendment to Section A of the ordinance will apply within the ordinance unless a different definition is provided.
- In an instance where a different definition is provided, as for example in reference to skateboarding within the City, the specific, already-extant definition will take precedence over the general definition provided.

City Attorney Currier told Commissioner Nickita that the definition of the overlay district is represented on the overlay map within the ordinance, and the definition is graphic-only.

Commissioner Nickita asked City staff to verify that a graphic-only definition provides sufficient clarity moving forward.

City Attorney Currier:

- Answered Commissioner Nickita affirmatively.
- Told Commissioner Sherman that there is no concrete difference between capitalizing or not capitalizing the words in 'Central Business District'. Commissioner Sherman accepted this.

MOTION: Motion by Commissioner Sherman, seconded by Commissioner Nickita: To approve the ordinance amendment to amend the City Code, Part II, Chapter 1-General provisions, Sec. 1-2 Definitions.

VOTE: Yeas, 5

Nays, 0

Absent, 2 (Bordman, Harris)

VII. REMOVED FROM CONSENT AGENDA

VIII. COMMUNICATIONS

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

X. REPORTS

03-088-18 COMMISIONER COMMENTS

Commissioner Hoff suggested that individuals not seeking reappointment to city Boards and Committees should be publically thanked under Section III – Proclamations, Congratulatory Resolutions, Awards, Appointments, Resignations and Confirmations, Administration of Oaths, Introduction of Guests and Announcements during City Commission meetings going forward.

Commissioner Hoff explained that unless an item featuring said recognition is pulled from the Consent Agenda, individuals not seeking reappointment are never verbally thanked by the

Commission for their service.

Commissioner DeWeese agreed with Commissioner Hoff, and noted that such public recognition also helps publicize new vacancies on the relevant City Boards or Commissions.

The Commission was in general agreement with Commissioner Hoff's proposal. City Manager Valentine confirmed City staff would take this as policy for recognitions moving forward.

Commissioner Nickita stated:

- He and City Manager Valentine were at the Michigan Municipal League Capital Conference in Lansing on March 20 and March 21, 2018.
- Topics covered at the Conference included legislation, medical marijuana ordinances and challenges, and funding for different issues including infrastructure.
- The conference is an interesting opportunity to hear other communities' concerns, perspectives and solutions.

City Manager Valentine concurred with Commissioner Nickita's observations and added:

- Cities throughout Michigan are facing similar challenges from a legislative perspective and the conference is a good opportunity to hear about approaches to said challenges, especially in regards to funding.
- It is important to keep an eye on what is happening in Lansing, and Birmingham will continue to make sure its voice is heard on a state level.

03-089-18 CITY STAFF

The Commission received the Annual Planning Division Report, submitted by City Planner Ecker.

Commissioner Hoff noted that most site plans reviewed by the Planning Board are commercial or multiple family, but that there was at least one site plan where the Planning Board looked at a single family residential parcel.

Planning Director Ecker explained that ordinances require the Planning Board to look at all commercial and multiple family zoned parcels – generally R4 or R5. Any single family homes that come before the Planning Board were built on parcels zoned for multiple family homes.

In response to a request from Commissioner Hoff, Planning Director Ecker gave a brief overview of the Historic District Commission goals.

The Commission received the Southfield and Maple Grant Funding Report, submitted by City Engineer O'Meara.

City Manager Valentine explained Birmingham received a grant for a portion of the reconstruction of Maple Road that will occur in 2020, and the City just received additional federal funds for the intersection at Southfield and Maple. In the 2020 fiscal year the City will receive \$600,000 for the above two projects.

XI. ADJOURN

The meeting adjourned at 8:08 p.m.

Cheryl Arft Deputy City Clerk

RESOLUTION OF ADOPTION 2018 Parks and Recreation Master Plan

For the City of Birmingham Oakland County, Michigan

CITY COMMISSION

WHEREAS, the City of Birmingham has undertaken a planning process to determine the recreation needs and desires of its residents during a five-year period covering the years 2018 through 2022; and

WHEREAS, the City of Birmingham began the process of developing a parks and recreation master plan in accordance with the most recent guidelines developed by the Michigan Department of Natural Resources and made available to local communities; and

WHEREAS, residents of the City of Birmingham were provided with a well-advertised opportunity during the development of the draft plan to express opinions, ask questions, and discuss all aspects of the parks and recreation plan; and

WHEREAS, the public was given a well-advertised opportunity and reasonable accommodations to review the final draft plan for a period of at least 30 days; and

WHEREAS, a public hearing was held on February 12, 2018, and reconvened on March 26, 2018 in the City Commission Chambers of City Hall to provide an opportunity for all residents of the planning area to express opinions, ask questions, and discuss all aspects of the 2018 Parks and Recreation Master Plan; and

WHEREAS, the City of Birmingham has developed the plan as a guideline for improving parks and recreation within the City of Birmingham.

NOW, THEREFORE BE IT RESOLVED the Birmingham City Commission hereby adopts the 2018 Parks and Recreation Master Plan.

Yeas: All Nays: None

Absent: 2 (Bordman, Harris)

- I, J. Cherilynn Mynsberge, City Clerk, do hereby certify that the foregoing is a true and original copy of a resolution adopted by the Birmingham City Commission at a Regular Meeting thereof held on the 26th day of March, 2018.
- J. Cherilynn Mynsberge

Check Number	Early Release	Vendor #	Vendor	Amount
257031	*	001623	16TH DISTRICT COURT	700.00
257032	*	001429	41-A DISTRICT COURT	250.00
257033	*	000855	48TH DISTRICT COURT	100.00
257034	*	000855	48TH DISTRICT COURT	100.00
257035	*	000855	48TH DISTRICT COURT	100.00
257036	*	000855	48TH DISTRICT COURT	100.00
257037	*	000855	48TH DISTRICT COURT	100.00
257038	*	000855	48TH DISTRICT COURT	100.00
257039	*	000855	48TH DISTRICT COURT	100.00
257040	*	000855	48TH DISTRICT COURT	100.00
257041	*	000855	48TH DISTRICT COURT	100.00
257042	*	000855	48TH DISTRICT COURT	100.00
257043		002284	ABEL ELECTRONICS INC	828.99
257044		MISC	AMERICAN STANDARD ROOFING	100.00
257045		008720	AMKOR TRADING INC	136.32
257046	*	006759	AT&T	48.20
257047	*	006759	AT&T	153.94
257049	*	006759	AT&T	54.17
257050	*	006759	AT&T	54.17
257051	*	006759	AT&T	109.02
257052	*	006759	AT&T	109.02
257053	*	004148	AWWA	211.00
257054		MISC	B-DRY SYSTEM OF MICHIGAN INC	100.00
257055		007263	BACCHANAL PROMOTIONS LLC	950.00
257056		000518	BELL EQUIPMENT COMPANY	384.04
257057		MISC	BIRMINGHAM SEALCOAT INC	100.00
257058		000542	BLUE WATER INDUSTRIAL	177.03
257059	*	003282	LISA MARIE BRADLEY	168.00
257060		MISC	BRANDON POTASH	100.00
257061		006380	C & S ICE RESURFACING SERVICES, INC	333.26
257062	*	002067	CENTRAL PARKING SYSTEM	64.00
257063	*	002067	CENTRAL PARKING SYSTEM	12.00
257064	*	008540	CERTIFIED LABORATORIES	1,671.49
257065		MISC	CHESS ROOFING & SIDING LLC	500.00
257067	*	008006	CLEAR RATE COMMUNICATIONS, INC	1,362.89
257068		001318	CLOVERDALE EQUIPMENT CO	1,610.00
257069		004188	COFFEE BREAK SERVICE, INC.	43.90
257070	*	007625	COMCAST	156.34
257071	*	000626	J. M. CONNAUGHTON	304.95
257073		002668	CONTRACTORS CLOTHING CO	936.56
257074		001367	CONTRACTORS CONNECTION INC	509.80
257075		003923	CUMMINS BRIDGEWAY LLC	100.00
257076		004680	DALTON COMM. CLEANING CORP #4680	325.00

4B

Check Number	Early Release	Vendor #	Vendor	Amount
257077		MISC	DANIS CONSTRUCTION CO.	100.00
257078		MISC	DARRYL J SAYLOR	200.00
257079		008005	DE LAGE LANDEN FINANCIAL SVCS INC	173.75
257080	*	004232	DEARBORN LITHOGRAPH INC	2,971.00
257081		002473	DELL MARKETING L.P.	711.47
257082		MISC	DEPENDABLE CONSTRUCTION LTD	100.00
257083		008559	DETROIT BATTERY COMPANY	579.90
257084	*	007980	CURTIS DAVID DICHO	208.00
257085		007414	DISPLAYS2GO	197.05
257086	*	000187	JOHN DONOHUE	10.95
257088		001077	DUNCAN PARKING TECH INC	18,004.95
257089		004671	ELDER FORD	1,793.92
257090	*	000936	FEDEX	288.44
257091		008131	FINISHMASTER	119.66
257092		007314	FLEIS AND VANDENBRINK ENG. INC	1,453.58
257093		008721	FORTIS GROUP LLC	650.00
257094		MISC	FOUNDATION SYSTEMS OF MICHIGAN INC.	200.00
257096		007749	FUNTASTIC FACES BY DIANE	540.00
257097		006384	GEOGRAPHIC INFORMATION SERVICES, IN	488.16
257098		000234	GLENN WING POWER TOOLS	31.59
257099		007347	GREAT LAKES AWARDS, LLC	167.50
257100	*	008682	GREAT LAKES GROENEVELD LLC	446.55
257101		MISC	GREAT LAKES LANDSCAPING	100.00
257102		001531	GUNNERS METER & PARTS INC	620.00
257103		MISC	HARMON SIGN INC	200.00
257104		MISC	HELLER & ASSOCIATES	300.00
257105	*	001956	HOME DEPOT CREDIT SERVICES	979.66
257106		MISC	HOME INSPECTION PLUS INC	100.00
257107		MISC	HOME WORKS CGO, INC.	300.00
257108		000331	HUBBELL ROTH & CLARK INC	48,322.65
257109		MISC	HURON SIGN CO	400.00
257110	*	000948	HYDROCORP	1,315.00
257111		006640	IACP	150.00
257112		000342	IBS OF SE MICHIGAN	571.80
257113		MISC	IDEAL BUILDERS AND REMODELING INC	200.00
257114		002407	J & B MEDICAL SUPPLY	216.30
257115		MISC	J G CLARK CONTRACTING	100.00
257116		000261	J.H. HART URBAN FORESTRY	29,399.91
257117		000186	JACK DOHENY COMPANIES INC	850.00
257118		MISC	JEREMY T. BALL	200.00
257119		003458	JOE'S AUTO PARTS, INC.	84.93
257120		MISC	JOHN MCCARTER CONSTRUCTION LLC	300.00
257121		005291	KAESER & BLAIR INC	666.78

Check Number	Early Release	Vendor #	Vendor	Amount
257123	*	007827	HAILEY R KASPER	136.50
257124	*	007828	DEBORAH KLEIN	624.00
257125		008188	LEARN TO SKATE USA	698.75
257126		004362	LEATHERS & ASSOCIATES INC	331.58
257128		MISC	LEGENDARY PROPERTIES LLC	450.00
257130		MISC	LUTZ ROOFING COMPANY INC	100.00
257131		008442	JOHN WINSLOW	300.00
257132		MISC	MAR-QUE GENERAL CONTRACTORS IN	500.00
257133		MISC	MC LEAN CONSTRUCTION CO	100.00
257135		008477	MEDIANEWS - 21CM ADVERTISING	1,121.78
257136		MISC	METROPOLITAN CONCRETE CORP	100.00
257137	*	007659	MICHIGAN.COM #1008	288.77
257138		008319	MKSK	2,961.12
257139	*	008160	MPARKS	60.00
257140		MISC	MRG CONTRACTORS	100.00
257143	*	007856	NEXT	1,213.00
257144		006359	NYE UNIFORM COMPANY	262.17
257145		004110	OAKLAND COMMUNITY COLLEGE	395.00
257146		001450	OAKLAND COUNTY PKS & REC COMM.	737.00
257147	*	006602	OAKLAND COUNTY TREASURER'S ASSN.	20.00
257148	*	004370	OCCUPATIONAL HEALTH CENTERS	273.00
257149	*	000481	OFFICE DEPOT INC	1,912.50
257150	*	000481	OFFICE DEPOT INC	287.39
257151		006027	PENCHURA, LLC	215.41
257152		001277	PHYSIO-CONTROL CORP.	876.00
257153	*	002518	PITNEY BOWES INC	267.67
257154		MISC	PRIEST CONSTRUCTION	100.00
257155	*	003554	RKA PETROLEUM	9,319.87
257156	*	000478	ROAD COMM FOR OAKLAND CO	20,905.43
257157		000218	ROYAL OAK P.D.Q. LLC	138.52
257158		MISC	RYAN CONSTRUCTION INC	100.00
257160		MISC	SANDLEWOOD PROPERTIES LLC	500.00
257161		MISC	SHARON P SCHWAB INC	100.00
257162		003483	SHERWIN WILLIAMS COMPANY	68.76
257163		MISC	SIGN ART INC	200.00
257164		MISC	SOCIAL KITCHEN	100.00
257166	*	007907	SP+ CORPORATION	3,495.00
257167		MISC	STERLING IMAGE CONSTRUCTION, INC	200.00
257168		MISC	STERNS, KATHLEEN	1,000.00
257169		005238	SUNTEL SERVICES	682.00
257171		MISC	TITLE ONE INC	74.76
257172		MISC	TRI PHASE COMMERCIAL CONST LLC	600.00
257173		008722	TRIMBLE INC	1,390.00

Check Number	Early Release	Vendor #	Vendor		Amount
257174	*	001410	JOE VALENTINE		198.82
257175	*	000158	VERIZON WIRELESS		26.09
257176	*	000158	VERIZON WIRELESS		378.04
257177		000969	VIGILANTE SECURITY IN	C	127.50
257178		001014	WALKER CONSULTANTS		8,789.98
257179	*	MISC	WIAND, LYNN M		2,000.00
257180		MISC	WIESE, JAMES		2,000.00
257181	*	007355	LINDSAY WILLEN		996.00
257182		002088	WM. CROOK FIRE PROTEC'	TION CO.	1,343.86
				Sub Total Checks:	\$197,643.86
				Sub Total ACH:	\$86,221.63
				Grand Total:	\$283,865.49

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



Mark Gerber Finance Director/ Treasurer

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

4/9/2018

City of Birmingham ACH Warrant List Dated 3/28/2018

	Transfer	Transfer
Vendor Name	Date	Amount
Automated Benefit Services, Inc.	3/26/2018	81,976.97
Cutwater Asset Management-February	**	4,244.66
	TOTAL	86,221.63

^{**}Awaiting approval from Commission.

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

Check Number	Early Release	Vendor #	Vendor	Amount
257183	*	000855	48TH DISTRICT COURT	100.00
257184	*	000855	48TH DISTRICT COURT	100.00
257185	*	000855	48TH DISTRICT COURT	100.00
257186	*	000855	48TH DISTRICT COURT	100.00
257187	*	000855	48TH DISTRICT COURT	500.00
257188	*	000855	48TH DISTRICT COURT	100.00
257189		000167	ANDERSON ECKSTEIN WESTRICK INC	2,000.00
257190		000500	ARTECH PRINTING INC	1,075.00
257191	*	007216	AT&T	89.92
257192		008416	AUTUMN APPLIANCE CO	80.00
257193		003012	BATTERIES PLUS	20.38
257194		000518	BELL EQUIPMENT COMPANY	172.21
257195		007345	BEVERLY HILLS ACE	158.69
257196	*	008707	CITY OF BIRMINGHAM #231	22,662.32
257197		000524	BIRMINGHAM LOCKSMITH	169.50
257198	*	001201	BIRMINGHAM YOUTH ASSISTANCE	140.00
257199	*	001086	CITY OF BIRMINGHAM	551.98
257200		000542	BLUE WATER INDUSTRIAL	266.64
257201	*	000444	CDW GOVERNMENT INC	7,086.76
257202		000603	CHEMCO PRODUCTS INC	232.00
257203		000605	CINTAS CORPORATION	237.56
257204	*	004188	COFFEE BREAK SERVICE, INC.	76.00
257205	*	007625	COMCAST	368.59
257206		006618	COMCAST CABLE	6,361.32
257207	*	000626	J. M. CONNAUGHTON	14.49
257208	*	000627	CONSUMERS ENERGY	10,317.56
257209		002668	CONTRACTORS CLOTHING CO	144.00
257210		008582	CORE & MAIN LP	1,645.62
257212		000565	DORNBOS SIGN & SAFETY INC	248.24
257213	*	000179	DTE ENERGY	10,599.43
257214		008308	ERADICO PEST SERVICES	38.00
257215		001495	ETNA SUPPLY	4,025.00
257216		000207	EZELL SUPPLY CORPORATION	1,467.37
257217		007992	FIRST DUE FIRE SUPPLY	400.53
257218	*	004604	GORDON FOOD	102.44
257219		004878	GOVERNMENT FINANCE OFFICERS	45.00
257220		001531	GUNNERS METER & PARTS INC	2,278.00
257221		001447	HALT FIRE INC	65.51
257222		008053	HARMONY ACRES PARADE ARABIAN HORSES	600.00
257223		001672	HAYES PRECISION INC	71.50
257224	*	008457	ITALIA CONSTRUCTION	37,785.00
257225		008088	J'S SILKSCREENS LLC	1,923.60
257226		000261	J.H. HART URBAN FORESTRY	16,479.76

4C

Check Number	Early Release	Vendor #	Vendor	Amount
257227	*	002576	JAX KAR WASH	126.00
257228		001625	JB DLCO & MULTISTATE	2,386.57
257229		003458	JOE'S AUTO PARTS, INC.	246.22
257230	*	007827	HAILEY R KASPER	169.00
257231		004088	KGM DISTRIBUTORS INC	56.00
257232	*	000352	JILL KOLAITIS	1,020.00
257233		005876	KROPF MECHANICAL SERVICE COMPANY	406.56
257234	*	008696	KYLE BUILDERS	35,000.00
257235	*	005327	L3 TECHNOLOGIES, INC.	580.00
257236	*	008607	LANZO TRENCHLESS TECHNOLOGIES NORTH	203,960.91
257237	*	007977	KAREN LINGENFELTER	216.00
257238	*	008723	BRADLEY MCNAB	200.00
257240		000230	MIKE SAVOIE CHEVROLET INC	411.35
257241		008319	MKSK	1,500.00
257242	*	008727	J. CHERILYNN MYNSBERGE	149.33
257243		001194	NELSON BROTHERS SEWER	2,089.00
257244		007755	NETWORK SERVICES COMPANY	753.01
257245		001864	NOWAK & FRAUS ENGINEERS	49,982.98
257246		006359	NYE UNIFORM COMPANY	879.05
257247		006891	ONLINE STORES INC.	196.05
257248		006853	PAUL C SCOTT PLUMBING INC	302.50
257249	*	001753	PEPSI COLA	450.02
257250	*	008342	RAIN MASTER CONTROL SYSTEMS	29.85
257251		008055	ROCK OUT ENTERTAINMENT	375.00
257252		000218	ROYAL OAK P.D.Q. LLC	335.61
257253		003857	SIGNS BY TOMORROW	1,520.00
257254	*	008073	SITEONE LANDSCAPE SUPPLY, INC	973.06
257255		005787	SOUTHEASTERN EQUIPMENT CO. INC	1,229.35
257256	*	008725	SPRINT	150.00
257257	*	008507	SUPERFLEET MASTERCARD PROGRAM	177.98
257258		000273	TERMINAL SUPPLY CO.	44.22
257259		000275	TIRE WHOLESALERS CO INC	396.00
257260	*	008724	TRIMS AND TOGS	158.93
257261		000278	TROY AUTO GLASS CO INC	284.25
257262	*	000158	VERIZON WIRELESS	838.78
257265	*	000158	VERIZON WIRELESS	865.95
257266	*	000158	VERIZON WIRELESS	151.65
257267	*	008726	VERIZON WIRELESS - VSAT	70.00
257268		000969	VIGILANTE SECURITY INC	1,995.00
257269		006491	VILLAGE AUTOMOTIVE	639.56
257270	*	008568	ALYSON WELLMAN	60.00
257271	*	007894	BRENDA WILLHITE	500.00
257272		002416	WITTEK GOLF SUPPLY CO INC	4,388.37

Meeting of 04/09/2018

City of Birmingham Warrant List Dated 04/04/2018

Check Number	Early Release	Vendor #	Vendor		Amount
				Sub Total Checks:	\$447,264.03
				Sub Total ACH:	\$199,284.71
				Grand Total:	\$646,548.74

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



Mark Gerber Finance Director/ Treasurer

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

City of Birmingham ACH Warrant List Dated 4/4/2018

	Transfer	Transfer
Vendor Name	Date	Amount
Automated Benefit Services, Inc.	4/2/2018	20,979.28
Birmingham Schools	3/1/2018	112,790.37
Oakland County Treasurer	3/1/2018	65,515.06
	TOTAL	199,284.71



MEMORANDUM

Department of Public Services

DATE: March 26, 2018

TO: Joseph A. Valentine, City Manager

FROM: Lauren A. Wood, Director of Public Services

SUBJECT: 2018 Spring Tree Purchase and Planting Project

Sealed bids were opened on Tuesday, March 20, 2018 for the cost to provide and plant one-hundred and two (102) (3"-3.5" caliper) trees. The request for proposals was entered into the Michigan Inter-governmental Trade Network (MITN) purchasing system. The trees to be planted will be placed on various street rights-of-way and parks during the spring of 2018. Four (4) bidders responded. The result of the sealed bids follows in the table below.

Bidder	Base Bid	Deviations?
Greg Davis Landscape Services	\$35,700	Yes
Agroscaping, Inc.	\$39,070	Yes
KLM Landscape	\$47,180	No
Sherman Nursery Farms	\$52,524	Yes

This purchase will include providing all trees, planting, topsoil, pruning and necessary watering. The trees also come with a two year warranty. The bulk of the planting will occur in the right of way on various residential streets.

There is an industry wide shortage of trees. The high demand for larger size trees has driven the price up considerably. We have specified the same size caliper trees as we typically do, 3"-3.5" for this purchase, however, we may need to consider alternate methods for our tree purchasing protocol, such as ordering trees in advance. Three of the four interested vendors had at a minimum 25% and up to 70% of the purchase as smaller than specified trees. Greg Davis had the highest percentage of smaller trees, and also deviated from the requested species. Agroscaping at the time of bid opening stated that they were able to provide the large trees, however, after further investigation, interview and request for additional information, was not able to meet our requirements of size and species. KLM Landscape had no deviations and provided additional requested information such as pictures and suppliers. Sherman Nursery Farms was not able to provide Oak trees at the requested size, about 25% of the total number of trees requested.

The Department of Public Services recommends awarding the spring 2018 street tree purchase and planting project to KLM Landscape; they are able to meet the specifications of larger trees but at a higher cost. In turn, they are considered the lowest responsible and responsive bidder for the 2018 Spring Tree Purchase and Planting Project.

We have awarded planting projects to KLM Landscape in previous seasons and have been completely satisfied with the quality of tree stock and service provided. The average cost per tree planted this year will be \$462.55. Last year's spring plant consisted of 100 trees and the total bid amount was \$30,325.00, an average of \$303.25 per tree planted. Money has been allocated in the 2017-2018 budget from various accounts for this service.

SUGGESTED RESOLUTION:

To approve the purchase and planting of 102 trees from KLM Landscape for the 2018 spring tree purchase and planting project for a total project cost not to exceed \$47,180.00. Funds are available from the Local Streets Fund-Forestry Service Contract account #203-449.005-819.0000, the Major Streets Fund-Forestry Service Contract account #202-449.005-819.0000, the Local Streets Fund-Operating Supplies account #203-449.005-729.0000 and the Major Streets Fund-Operating Supplies account #202-449.005-729.0000 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 Spring 2018Tree Purchase and Planting Project

This AGREEMENT, ma	ade this	day of	, 2018, by and
between CITY OF BIRMINGH	IAM, having its	s principal municipal	office at 151 Martin
Street, Birmingham, MI (herein			
having its principal office at			
"Contractor"), provides as follow			,

WITNESSETH:

WHEREAS, the City of Birmingham, through its Public Services Department, is desirous of having work completed to supply and install trees in the right of ways and parks in the City of Birmingham.

WHEREAS, the City has heretofore advertised for bids for the procurement and performance of services required to perform tree supply and planting of one-hundred and two 3"-3.5" caliper B&B trees, 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 tree supply and planting.

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 tree supply and planting and the Contractor's cost proposal dated <u>March 16</u>, 2018 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 <u>\$47,180.00</u> as set forth in the Contractor's <u>March 16</u>, 2018 cost proposal.
- This Agreement shall commence upon execution by both parties, unless the City exercises its option to terminate the Agreement in accordance with the Request for Proposals.
- 4. The Contractor shall employ personnel of good moral character and fitness in performing all services under this Agreement.

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

- 10. The Contractor agrees that neither it nor its subcontractors will discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight or marital status. The Contractor shall inform the City of all claims or suits asserted against it by the Contractor's employees who work pursuant to this Agreement. The Contractor shall provide the City with periodic status reports concerning all such claims or suits, at intervals established by the City.
- 11. The Contractor shall not commence work under this Agreement until it has, at its sole expense, obtained the insurance required under this paragraph. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with carriers acceptable to the City of Birmingham.
- 12. The Contractor shall maintain during the life of this Agreement the types of insurance coverage and minimum limits as set forth below:
 - A. <u>Workers' Compensation Insurance</u>: Contractor shall procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
 - B. 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. <u>Professional Liability</u>: Professional liability insurance with limits of not less than \$1,000,000 per claim if Contractor will provide service that are customarily subject to this type of coverage.
- F. <u>Pollution Liability Insurance</u>: Contractor shall procure and maintain during the life of this Agreement Pollution Liability Insurance, with limits of liability of not less than \$1,000,000, per occurrence preferred, but claims made accepted.
- 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. <u>Proof of Insurance Coverage</u>: Contractor shall provide the City of Birmingham at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City of Birmingham, as listed below.
 - 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. <u>Coverage Expiration</u>: If any of the above coverages expire during the term of this Agreement, Contractor shall deliver renewal certificates and/or policies to the City of Birmingham at least (10) days prior to the expiration date.
- K. <u>Maintaining Insurance</u>: Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the Agreement, the City of Birmingham may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the City of

Birmingham shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.

- 13. To the fullest extent permitted by law, the Contractor and any entity or person for whom the Contractor is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City of Birmingham, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Birmingham against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from and the City of Birmingham, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Birmingham, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Agreement. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of its elected or appointed officials, employees, volunteers or others working on behalf of the City of Birmingham.
- 14. If, after the effective date of this Agreement, any official of the City, or spouse, child, parent or in-law of such official or employee shall become directly or indirectly interested in this Agreement or the affairs of the Contractor, the City shall have the right to terminate this Agreement without further liability to the Contractor if the disqualification has not been removed within thirty (30) days after the City has given the Contractor notice of the disqualifying interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.
- 15. If Contractor fails to perform its obligations hereunder, the City may take any and all remedial actions provided by the general specifications or otherwise permitted by law.
- 16. All notices required to be sent pursuant to this Agreement shall be mailed to the following addresses:

City of Birmingham Attn: Lauren Wood, Director of Public Services 851 South 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 KLM Landscape
	By: Kirk Knobloch Kirk Knobloch Its: Owner
	CITY OF BIRMINGHAM
	By: Andrew M. Harris Its: Mayor
	J. Cherilynn Mynsberge Its: City Clerk
Approved: Approved: Lauren A. Wood, Director of Public Services (Approved as to substance)	Mark Gerber, Director of Finance (Approved as to financial obligation)
Timothy J Currier, City Attorney (Approved as to form)	Jøseph A. Valentine, City Manager



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/05/2018

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(8), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) 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). CONTACT NAME: Whims Ins Agency PHONE (A/C. No. Est): E-MAIL ADDRESS: W The Whims Insurance Agency (248)651-7321 (248)651-3992 322 Main Street whimsins@whimsinsurance.com Suite 200 INSURER(S) AFFORDING COVERAGE NAIC 4 Rochester MI 48307 **EMCASCO Insurance Company** 21407 INSURER A: **HISURED** Union Insurance Company of Providence 21423 KLM LANDSCAPE KLM SCAPE & SNOW LLC DBA **Employers Mutual Casualty Company** 21415 INSURER C : 70570 POWELL RD Accident Fund 10166 INSURER 0: INSURER E: ARMADA MI 48005-4009 INSURER F: CL181419997 **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 The RESIDER POLICY EFF POLICY EXP TYPE OF INSURANCE INSD WVD **POLICY NUMBER** COMMERCIAL GENERAL LIABILITY 1,000,000 EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence CLAIMS-MADE X OCCUR 500,000 Contractual Liability 10,000 MED EXP (Any one person) 5D58778 01/11/2018 01/11/2019 1,000,000 PERSONAL & ADV INJURY GEN'L AGGREGATE LIMIT APPLIES PER 2.000,000 GENERAL AGGREGATE POLICY X PRO-JECT 2,000,000 PRODUCTS - COMP/OP AGG OTHER AUTOMOBILE LIABILITY COMBINED SINGLE LIMIT \$ 1,000,000 ANY AUTO BODILY INJURY (Per person) s OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY 8 Y SE58776 01/11/2018 01/11/2019 **800iLY INJURY (Per accident)** s PROPERTY DAMAGE Underinsured motorial \$ 1,000,000 UMBRELLA LIAB OCCUR 10,000,000 EACH OCCURRENCE **EXCESS LIAB** 5J58776 01/11/2018 01/11/2019 10,000,000 CLAIMS-MADE AGGREGATE DED RETENTION S WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) 500,000 WCV8157948 -01/11/2018 01/11/2019 500.000 E.L. DISEASE - EA EMPLOYEE If yes, describe under DESCRIPTION OF OPERATIONS below 500,000 E.L. DISEASE + POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Coverage as defined in policies. 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 are included as Additional Insureds on the Gerneral Liability policy and automobile Liability for services performed by KLM Landscape as their interest may appear, if required by written contract with the named insured subject to the terms and conditions of the policies. 30 day Notice of Cancellation applies. **CERTIFICATE HOLDER** CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. City of Birmingham PO Box 3001

151 Nartin Street Birmingham

MI 48012-3001

AUTHORIZED REPRESENTATIVE



MEMORANDUM

Department of Public Services

DATE: March 14, 2018

TO: Joseph A. Valentine, City Manager

FROM: Lauren A. Wood, Director of Public Services

SUBJECT: Vehicle #19 Replacement

City vehicle #19 is a 2002 Volvo VHD tandem-axle dump truck, equipped with an under-body snow scraper and salt spreader. This vehicle is used extensively in snow removal operations for plowing, salting, and hauling snow. During the summer months, it is used for a variety of other purposes. This vehicle was identified for potential replacement in the 2017-18 budget at a projected cost of \$230,000. Due to its age and condition this equipment is recommended for replacement, as illustrated by the following replacement evaluation matrix for dump trucks:

Vehicle #19 - 2002 Volvo VHD

FACTOR	DESCRIPTION	POINTS
Age	1 point each year of age	16
Miles/Hours	1 point each 10,000 miles of usage	4
	Type 5 – Heavy construction work, including snow	
Type of Service	removal	5
	Level 3 - In shop more than 1 time in 3 month period, 1	
Reliability	breakdown/road call in same period	3
M & R Costs	Level 2 - 21-40% of replacement costs	2
	Level 3 – Minor body damage, rust, weak operating	
Condition	system	3
	TOTAL POINTS 28+, POOR - needs priority	
	replacement	33

The Department of Public Services recommends replacing this vehicle with a 2019 Freightliner 108 SD-series chassis, up-fitted with snow removal equipment including:

- 14' dump box with dual-auger live bottom
- 10' under-body scraper
- 10' front plow
- Tailgate-mounted salt spreader and pre-wet system

The chassis is available for purchase from Wolverine Freightliner of Mt. Clemens, MI through the Rochester Hills Cooperative Award Agreement #RFP-RH-13-30, at a cost of \$106,471.00. The purchase and installation of snow removal equipment is available from Truck and Trailer Specialties, Inc., through the Rochester Hills Cooperative Award Agreement #RFP-RH-13-30 at a cost of \$115,200 for a total expenditure of \$221,671. Funds for this purchase are available in the Automotive Equipment Fund, account #641-441.006.971.0100.

Delivery is expected within 28-36 weeks, at which time the old equipment will be placed on the Michigan Intergovernmental Trade Network for resale.

SUGGESTED RESOLUTION:

To approve the purchase of one (1) 2019 Freightliner 108 chassis from Wolverine Freightliner through the Rochester Hills Cooperative Award Agreement #RFP-RH-13-30 totaling \$106,471.00 from account #641-441.006.971.0100; further, to approve the purchase and installation of snow removal up-fitting equipment from Truck & Trailer Specialties, Inc. through the Rochester Hills Cooperative Award Agreement #RFP-RH-13-30 totaling \$115,200.00 from account #641-441.006.971.0100, for a total combined expenditure of \$221,671.00.

City of Birmingham

MEMORANDUM

Department of Public Services

DATE: March 19, 2018

TO: Joseph A. Valentine, City Manager

FROM: Lauren A. Wood, Director of Public Services

SUBJECT: Vehicle #154 Aerial Device Repair

Vehicle #154 is a 1999 Hi-Ranger aerial lift truck used for a number of functions including tree trimming, holiday light installation, special event setup and security camera maintenance, among others.

In accordance with State regulations, aerial devices must be inspected annually to identify defects or hazardous conditions requiring repair. Additionally, regulations require certain components to be replaced at prescribed intervals.

The annual 2017 test indicated that the aerial device's compensating chain and leveling cables are due for scheduled mandatory replacement in 2018.

Because the repair must be performed by specialized-authorized repair facilities – for which there are few locally, the Department of Public Services determined it to be more cost efficient and time effective to directly seek quotations from qualified firms, in lieu of formal bidding.

Quotes from several authorized repair facilities resulted in the following cost proposals:

Leveling Cables and Compensating Chain Replacement - Vehicle #154				
Cannon Truck Equipment \$7,280.00				
Aerial Hydraulic Repair	\$10,330.80			
Premier Aerial & Fleet Inspections	\$11,405.40			

The Department of Public Services recommends awarding the repair to Cannon Truck Equipment. Funds for this repair are available in the Auto Equipment Fund account #641-441.006-933.0200. Repairs are expected to take no longer than one week to complete.

SUGGESTED RESOLUTION:

To waive the formal bidding requirements and approve the purchase of repairs to City Vehicle #154 by Cannon Truck Equipment at a cost not to exceed \$7,280.00 with funds from the Auto Equipment Fund account #641-441.006-933.0200.



MEMORANDUM

Department of Public Services

DATE: March 13, 2018

TO: Joseph A. Valentine, City Manager

FROM: Lauren A. Wood, Director of Public Services

SUBJECT: Cape Seal Public Hearing Schedule

As part of its on-going unimproved street maintenance program, the Department of Public Services has planned a cape seal surface treatment project to begin in July 2018.

The project includes treatment on the following street segments:

Chesterfield	Maple to Quarton	
Fairfax	Maple to Raynale	
Suffield	Maple to Quarton	
Pilgrim	Maple to Quarton	
Puritan	Pine to Redding	
Lakepark	Maple to Redding	
Pine	Chesterfield to Lakepark	
Raynale	Chesterfield to Lakeside	
Redding Chesterfield to Lakepar		

Because the work will be partially assessed to property owners, a public hearing of necessity and a public confirmation of the assessment roll are required. The Department of Public Services recommends scheduling the necessity and confirmation hearings at the May 14, 2018 and June 4, 2018 regular City Commission meetings, respectively.

Property owners subject to the project and the related special assessment will be notified of the public hearings via standard mail, web announcements, and newspaper publication in accordance with statutory notification requirements.

SUGGESTED RESOLUTION:

To schedule a formal Public Hearing of Necessity related to the 2018 Cape Seal Program during the May 14, 2018 meeting of the City Commission; further, to schedule the formal Confirmation of the Special Assessment Roll related to the 2018 Cape Seal Program during the June 4, 2018 meeting of the City Commission, pending an affirmative determination of necessity.



Cherilynn Mynsberge <cmynsberge@bhamgov.org>

MMTB alternate position

1 message

Katie Schafer <schafekat@gmail.com>
To: Cherilynn Mynsberge <cmynsberge@bhamgov.org>

Thu, Mar 22, 2018 at 6:54 AM

Cherilynn,

Please let this email serve as my formal resignation from my spot as an Alternate Member on the Multi Modal Transportation Board as I have been appointed as a Regular Member as of the City Commission meeting of 3/12/18. .

I look forward to my continued service in my new role.

Thank you.

Katie Schafer

SUGGESTED RESOLUTION:

To accept the resignation of Katie Schafer from the Multi-Modal Transportation Board as an Alternate Member, to thank her for her service, and to direct the City Clerk to begin the process of filling the vacancy.



MEMORANDUM

City Clerk's Office

DATE: March 29, 2018

TO: Joseph A. Valentine, City Manager

FROM: Cherilynn Mynsberge, City Clerk

SUBJECT: Special Event Request

Birmingham Cruise Event

Attached is a special event application submitted by the Birmingham Shopping District requesting permission to hold the Birmingham Cruise Event on August 18, 2018.

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

The following events have either been approved by the Commission or are planned to be held August and have not yet submitted an application. These events do not pose a conflict with the proposed event.

Event Name	Date	Location
Farmers Market	Every Sunday	Lot 6 (North Old Woodward)
	May - October	
In the Park Concerts	June – August	Shain Park
	(Wednesdays)	
Movie Night	August 24	Booth Park

SUGGESTED RESOLUTION:

To approve a request from the Birmingham Shopping District to hold the Birmingham Cruise Event on August 18, 2018, 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.

18-00011238

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

IMPORTANT: EVENTS UTLIZING CITY SIDEWALKS AND/OR STREETS MUST MEET WITH POLICE DEPARTMENT SPECIAL EVENT OFFICER TO REVIEW PROPOSED EVENT DETAILS PRIOR TO SUBMITTING APPLICATION. RECEIVED BY

Police Department acknowledgement:	
I. EVENT DETAILS	MAR 1 6 2018
 Incomplete applications will not be accepted. Changes in this information must be submitted to the City Clerk, least three weeks prior to the event 	CITY CLERK'S OFFICE in writing, at of BIRMINGHAM
FEES: FIRST TIME EVENT: \$200.00 ANNUAL APPLICATION FEE: \$165.00	
(Please print clearly or type)	
Date of Application <u>March 9, 2018</u>	temani ta Marana
Name of Event Birmingham Cruise Event	
Detailed Description of Event (attach additional sheet if necessary)	
Car show and cruise with related activities and entertainment	
Location Old Woodward from Merrill to Lincoln and Brown St. from Pierce Parking Structure entrance to Peabody St. Bou	ndary includes frontage along
Woodward Ave. Portions of Frank, Bowers and Haynes between Old Woodward and Woodward and Landon from Old Woodward	d to Ann will also be used.
Date(s) of Event Sat., August 18, 2018 Hours of Event 9 a.m 6p.	m
Date(s) of Set-up Fri., August 17, 2018 Hours of Set-up Beginning at 7	7 a.m.
NOTE: No set-up to begin before 7:00 AM, per City ordinance.	
Date(s) of Tear-down Sun., August 19, 2018 Hours of Tear-down com	plete by 12 noon
Organization Sponsoring Event Birmingham Shopping District	
Organization Address 151 Martin St., Birmingham, MI 48009	
Organization Phone 248-530-1200	
Contact Person Jaimi Brook	Trisged dalus
Contact Phone 248-530-1200 office, 248-508-5518 cell	
Contact Email jbrook@bhamgov.org	_

II. <u>EVENT INFORMATION</u>	N
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1.	Organization TypeBSD
	(city, non-profit, community group, etc.)
2.	Additional Sponsors or Participants (Provide name, address, contact person, status, etc. for all additional organizations sponsoring your event.) Chevrolet, WXYZ, WOMC, Lincoln of Troy, others TBD
3.	Is the event a fundraiser? YES X NO List beneficiary Not for the BSD, but local nonprofits & school groups are offered an opportunity to sell water & merchandise List expected income _\$1,000 + Attach information about the beneficiary.
4.	First time event in Birmingham? YES NO X If no, describe This is an annual event.
5.	Total number of people expected to attend per day 50,000 - 75,000
6.	The event will be held on the following City property: (Please list) X Street(s) South Old Woodward & Brown, portions of Frank, Bowers, Haynes & Landon
	Sidewalk(s)
	Park(s)
7.	Will street closures be required? YESX NO (Police Department acknowledgement prior to submission of application is required) (initial here)
8.	What parking arrangements will be necessary to accommodate attendance? City parking structures

	yes, please provide number of staff to be provided and any specialized training eived. Describe Approximately 75 volunteers plus BSD staff
(Po	the event require safety personnel (police, fire, paramedics)? YES X NO Dice Department acknowledgement prior to submission of application is quired.) (initial here)
Wil	alcoholic beverages be served? YES \square NO \square
If y	es, additional approval by the City Commission is required, as well as the Michigan Liquo atrol Commission.
×	music be provided? YES NO L Live X Amplification X Recorded X Loudspeakers Time music will begin 10 a.m. Time music will end 5 p.m. Location of live band, DJ, loudspeakers, equipment must be shown on the layout map.
	there be signage in the area of the event? YESX NO umber of signs/banners
	ze of signs/banners _TBD ubmit a photo/drawing of the sign(s). A sign permit is required.
Will •	food/beverages/merchandise be sold? YES \overline{x} NO Peddler/vendor permits must be submitted to the Clerk's Office, at least two weeks prior to the event.
•	All food/beverage vendors must have Oakland County Health Department approval.
•	Attach copy of Health Dept approval.
•	There is a \$50.00 application fee for all vendors and peddlers, in addition to the \$10.00 daily fee, per location.

LIST OF VENDORS/PEDDLERS (attach additional sheet if necessary)

VENDOR NAME	GOODS TO BE SOLD	WATER HOOK- UP REQUIRED?	ELECTRIC REQUIRED?
EA Graphics	Official Merchandise	no	no
TBD	food	no	no
TBD	bottled water	no	no
			e
		67	

III. <u>EVENT LAYOUT</u>

- Include a map showing the park set up, street closures, and location of each item listed in this section.
- Include a map and written description of run/walk route and the start/finish area
- 1. Will the event require the use of any of the following municipal equipment? (show location of each on map)

EQUIPMENT	QUANTITY	COST	NOTES
Picnic Tables		6 for \$200.00	A request for more than six tables will be evaluated based on availability.
Trash Receptacles		\$4.00 each	Trash box placement and removal of trash is the responsibility of the event. Additional cost could occur if DPS is to perform this work.
Dumpsters	2	\$200.00 per day	Includes emptying the dumpster one time per day. The City may determine the need for additional dumpsters based on event requirements.
Utilities (electric)	# of vendors requiring utilities	Varies	Charges according to final requirements of event.
Water/Fire Hydrant		Contact the Fire Department.	Applicant must supply their own means of disposal for all sanitary waste water. Waste water is NOT allowed to be poured into the street or on the grass.
Audio System		\$200.00 per day	Must meet with City representative.
Meter Bags / Traffic Cones / Barricades	# to be determined by the Police Department.		

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

TYPE	QUANTITY	SIZE
Tents/Canopies/Awnings	5 +/-	various
(A permit is required for tents over 120 sq ft)	3 17	
Portable Toilets	25 +/-	reg & handicap
Rides		
Displays	10 +/-	various
Vendors	TBD	
Temporary Structure (must attach a photo)		
Other (describe)		

SIGNATURE OF APPLICANT REQUIRED

EVENT NAME	Birmingham Cruise Event	-
EVENT DATE	August 18, 2018	

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

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

Signature

Date

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

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

Birmingham Shopping District 151 Martin Street Birmingham, MI 48009

BIRMINGHAM CRUISE EVENT 2018



1925456024 LPI-335 E MAPLE LLC 159 PIERCE ST BIRMINGHAM, MI 48009

Birmingham Shopping District 151 Martin Street Birmingham, MI 48009

BIRMINGHAM CRUISE EVENT 2018



1925456029 DENNIS A PAZZI 580 SUFFIELD AVE BIRMINGHAM, MI 48009

> Birmingham Shopping District 151 Martin Street Birmingham, MI 48009

BIRMINGHAM CRUISE EVENT 2018



1925456027 361 E MAPLE LLC 335 E MAPLE RD BIRMINGHAM, MI 48009

Birmingham Shopping District 151 Martin Street Birmingham, MI 48009

BIRMINGHAM CRUISE EVENT 2018



1925456034 FIRST CHRCH/CHRST SCIENTST 191 N CHESTER ST BIRMINGHAM, MI 48009

SPECIAL EVENT REQUEST NOTIFICATION

March 16, 2018

TO: Property Owners and Business Owners

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

Birmingham Cruise Event NAME OF EVENT:

LOCATION:

Old Woodward from Merrill to Lincoln and Brown Street from Pierce Parking Structure entrance to Peabody

Street. Boundary includes frontage along Woodward Ave.

Saturday, August 18, 2018 from 9 a.m. to 6 p.m. DATE/TIME:

DATE OF CITY COMMISSION MEETING: Monday, April 9, 2018

The City Commission meets in room 205 of the Municipal Building at 151 Martin at 7:30 p.m. A complete copy of the application to hold this special event is available for your review at the City Clerk's Office 248-530-1880. To receive updates on special events held in the city log on to www.bhamgov.org

EVENT ORGANIZER: Birmingham Shopping District

ADDRESS:

151 Martin Street, Birmingham 248-530-1200 PHONE:

For questions on day of event, contact BSD Events Mgr, Jaimi Brook at 248-508-5518

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For questions on day of event, contact BSD Events Mgr, Jaimi Brook at 248-508-5518

THE BIRMINGHAM CRUISE EVENT 2018



BIRMINGHAM SHOPPING DISTRICT



Liability & Property Pool

LIABILITY DECLARATIONS

IN RETURN FOR THE PAYMENT TO THE POOL AND SUBJECT TO ALL THE TERMS OF THIS COVERAGE DOCUMENT, THE POOL AGREES WITH YOU TO PROVIDE COVERAGE AS STATED IN THIS CONTRACT. THESE COVERAGES ARE ALSO PROVIDED IN ACCORDANCE WITH THE INTERGOVERNMENTAL CONTRACT WHICH FORMS THE LEGAL BASIS FOR THE OPERATION OF THE POOL.

Contract Number:	MML001444016	Renewal of Nu	imber: MML001444015
Pool Member:	City of Birmingham		
Coverage Period From	7/1/2017	To: 7,	11/2018
(This po	licy applies to only those (
	LIMITS OF I	NSURANCE	
X MUNICIPAL GENI	ERAL LIABILITY COVER	AGE PART	
E	ACH OCCURRENCE LIMIT	\$10,000,000	
F	TRE DAMAGE LIMIT	\$100,000	Any One Fire
	MEDICAL EXPENSE LIMIT	\$10,000	Any One Person
DEDUCTIBLE:		\$125,000	Each Occurrence
× LAW ENFORCEM	ENT LIABILITY COVERA	GE PART	
EACH W	RONGFUL ACT LIMIT	\$10,000,000	
	DEDUCTIBLE:	\$125,000	Each Wrongful Act
X PUBLIC OFFICIAL	S LIABILITY COVERAG	E PART	
EACH W	RONGFUL ACT LIMIT	\$10,000,000	
	DEDUCTIBLE:	\$125,000	Each Wrongful Act

(This policy app	lies to only tho	se Coverage P	arts marked with an "X")
	LIMITS	OF INSURANC	E
× EMPLOYEE BENEFIT LIA	ABILITY COV	ERAGE PART	
EAC	H CLAIM LIMIT	\$1,000,000	
	DEDUCTIBLE:	\$125,000	Each Claim
■ AUTOMOBILE LIABILITY	COVERAGE	PART	
EACH OCCURR	ENCE LIMIT	\$10,000,000	
DE	EDUCTIBLE:	\$125,000	Each Occurrence
☐ THE COMBINED POLICY	LIMIT \$10,00	0,000	
Claims or bringing Suits or cove Limit shown above is the most w Wrongful Act, act or omission omissions.	rages or covera re will pay for the and any serie	ge parts which rele sum of all Da es of related O	rought, persons or organizations making nay be applicable, the Combined Policy mages arising out of an Occurrence, ccurrences, Wrongful Acts, acts or
under which coverage may be s	s the most we v sought.	will pay regardl	ess of the number of Coverage Parts
FORMS AND ENDORSEMENTS issue: MML200 (01/14), MML202 (MML215 [02/00]	applying to thes 11/99), MML23	se Coverage Pai 3 (07/13), MML2	ts and made part of this policy at time of 03 [11/99], MML208 [11/99],
TOTAL LIABILITY PREMIUM	Š	INCLUDED	
	BY		Authorized Representative
	Date: 6.	/19/2017	, identification in opinion intalling

A SERVICE OF THE MICHIGAN MUNICIPAL LEAGUE

MMLB (02/10)

DEPARTMENT APPROVALS

EVENT NAME BIRMINGHAM CRUISE EVENT

LICENSE NUMBER <u>#</u>18-00011238

COMMISSION HEARING DATE: 4/9/18

DATE OF EVENT: 8/18/18

NOTE TO STAFF: Please submit approval by 3/21/18

DEPARTMENT	APPROVED	COMMENTS	PERMITS REQUIRED (Must be obtained directly from individual departments)	COSTS (Must be paid two weeks prior to the event. License will not be issued if unpaid.)	ACTUAL COSTS (Event will be invoiced by the Clerk's office after the event)
PLANNING 101-000.000-634.0005 248.530.1855		No Costs No Comments			
BUILDING 101-000.000.634.0005 248.530.1850	ММ	 Tents and canopies over 120 square feet require permits. Electrical, plumbing, and mechanical permits are required for generators, heaters, and water connections. Tents and canopies must be secured with weights, sand, or water ballast. 	Refer to Comment section	\$2768.50	
FIRE 101-000.000-634.0004 248.530.1900	JMC	 No Smoking in any tents or canopy. Signs to be posted. All tents and Canopies must be flame resistant with certificate on site. No open flame or devices emitting flame, fire or heat in any tents. Cooking devices shall not be permitted within 20 feet of the tents. Tents and Canopies must be properly anchored for the weather conditions, no stakes allowed. Clear Fire Department access of 		\$4,000	

	Т	
12 foot aisles must be		
maintained, no tents, canopies or		
other obstructions in the access		
aisle unless approved by the Fire		
Marshal.		
6. Pre-event site inspection		
required.		
7. A prescheduled inspection is		
required for food vendors		
through the Bldg. dept. prior to		
opening.		
8. All food vendors are required to		
have an approved 5lbs. multi-		
purpose (ABC) fire extinguisher		
on site and accessible.		
9. Cords, hoses, etc. shall be		
matted to prevent trip hazards.		
10. Exits must be clearly marked in		
tents/structures with an occupant		
load over 50 people.		
11. Paramedics will respond from the		
fire station as needed. Dial 911		
for fire/rescue/medical		
emergencies.		
12. A permit is required for Fire		
hydrant usage.		
13. Do Not obstruct fire hydrants or		
fire sprinkler connections on		
buildings.		
14. Provide protective barriers		
between hot surfaces and the		
public.		
15. All cooking hood systems that		
capture grease laden vapors		
must have an approved		
suppression system and a K fire		
extinguisher in addition to the		
ABC Extinguisher.		
16. Suppression systems shall be		
inspected, tested, and properly		
tagged prior to the event. All		
Sprinkler heads shall be of the		
Springer reads shall be of the		

		155 degree Quick Response type unless serving an area of high heat and approved by the Fire Marshal. The suppression system shall have a continuous water supply as well as a secondary back up supply. Activation of the suppression system will shut down the ride and cause illumination of the exits.			
POLICE 101-000.000.634.0003 248.530.1870	SG	Personnel and Barricades		\$6,600	
PUBLIC SERVICES 101-000.000-634.0002 248.530.1642	CL	2 roll off dumpsters, location TBD Costs include dumpsters, setup, staffing during event and cleanup.		\$14,500	
ENGINEERING 101-000.000.634.0002 248.530.1839	A.F.	Coordinate cross-over closure from Northbound Woodward to Northbound S. Old Woodward w/DPS and Police Maintain Brown St. to allow thru vehicle traffic and direct pedestrian traffic to nearest signal crossing	None	\$0	\$0
SP+ PARKING	A.F.	Emailed Information to SP+ 03/20/18	None	\$0	\$0
INSURANCE 248.530.1807	CA	APPROVED	NONE	\$0	\$0
CLERK 101-000.000-614.0000 248.530.1803		Notification letters mailed by applicant on 3/16/18. Notification addresses on file in the Clerk's Office. Evidence of required insurance must be on file with the Clerk's Office no later than PROVIDED.	Applications for vendors license must be submitted no later than 8/4/18.	\$165	

	TOTAL DEPOSIT REQUIRED	ACTUAL COST
	\$28,033.50	

FOR CLERK'S OFFICE USE
Deposit paid
Actual Cost
Due/Refund

Rev. 3/28/18 h:\shared\special events\- general information\approval page.doc



MEMORANDUM

City Clerk's Office

DATE: March 29, 2018

TO: Joseph A. Valentine, City Manager

FROM: J. Cherilynn Mynsberge, City Clerk

SUBJECT: Special Event Request

Day on the Town

Attached is a special event application submitted by the Birmingham Shopping District requesting permission to hold Day on the Town in downtown Birmingham, July 28, 2018.

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

Please note that BSD included two maps: Plan A in the event the Old Woodward construction is complete in time for the event on July 28, 2018, and Plan B in the event the Old Woodward construction is incomplete on July 28, 2018. Notices were mailed to all residents and businesses who would be affected by either scenario.

The following events have either been approved by the Commission or are planned to be held in July and have not yet submitted an application. These events do not pose a conflict with the proposed event.

Event Name	Date	Location
Farmers Market	Every Sunday	Lot 6 (North Old Woodward)
	May - October	
In the Park Concerts	Every Wednesday	Shain Park
	June - August	
Movie Night	July 11	Booth Park

SUGGESTED RESOLUTION:

To approve a request from the Birmingham Shopping District requesting permission to hold Day on the Town in downtown Birmingham, July 28, 2018, with the footprint of the event to be that depicted on Plan A in the application if the Old Woodward construction is complete and the footprint to be that depicted on Plan B in the application if the Old Woodward construction is incomplete. Approval is 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.

#18-00011231

1 6 2018

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

IMPORTANT: EVENTS UTLIZING CITY SIDEWALKS AND/OR STREETS MUST MEET WITH POLICE DEPARTMENT SPECIAL EVENT OFFICER TO REVIEW PROPOSED EVENT DETAILS PRIOR TO SUBMITTING APPLICATION.

Police D	Department acknowledgement:
• II	EVENT DETAILS ncomplete applications will not be accepted. changes in this information must be submitted to the City Clerk, in writing, at east three weeks prior to the event
FEES:	FIRST TIME EVENT: \$200.00 ANNUAL APPLICATION FEE: \$165.00
(Please p	print clearly or type)
Date of	Application March 9, 2018
Name of	Event Day on the Town
Detailed	Description of Event (attach additional sheet if necessary)
All day	shopping event in downtown Birmingham with family friendly activities
	The state of the s
Location	Downtown Birmingham
Date(s)	of Event <u>Sat., July 28, 2018</u> Hours of Event <u>9 a.m 7 p.m.</u>
Date(s)	of Set-up <u>Sat., July 28, 2018</u> Hours of Set-up <u>7 - 9 a.m.</u>
NOTE: N	No set-up to begin before 7:00 AM, per City ordinance.
Date(s)	of Tear-down <u>Sat., July 28, 2018</u> Hours of Tear-down <u>7 - 9 p.m.</u>
Organiza	ation Sponsoring Event <u>Birmingham Shopping District</u>
Organiza	ition Address 151 Martin St.
Organiza	ation Phone <u>248-530-1200</u>
Co	ontact Person <u>Jaimi Brook</u>
Co	ontact Phone <u>248-530-1200 office</u> , <u>248-508-5518 cell</u>
Co	ontact Email _jbrook@bhamgov.org

II. EVENT INFORMATION

	1.	Organization Type_BSD
		(city, non-profit, community group, etc.)
	2.	Additional Sponsors or Participants (Provide name, address, contact person, status, etc. for all additional organizations sponsoring your event.)TBD
	3.	Is the event a fundraiser? YES NO X List beneficiary
		List expected income
		Attach information about the beneficiary.
	4.	First time event in Birmingham? YES NO X
		If no, describe This is an annual event
	5.	Total number of people expected to attend per day 10,000-15,000
	6.	The event will be held on the following City property: (Please list)
		X Street(s) Maple, Pierce, Henrietta, Martin, Old Woodward (see attached maps showing
		plan A - if construction is complete and Plan B - if it is not complete)
		Sidewalk After 7p.m. stores may elect to move sale items from the street to the storefront sidewalks - allowing for
		pedestrians.
		Park(s)
-	7.	Will street closures be required? YES X NO
	′ •	
		(Police Department acknowledgement <u>prior to submission</u> of application is required) (initial here)
		required) (miliai nere)/-
8	3.	What parking arrangements will be necessary to accommodate
		attendance? We would like to provide free parking in all structures and at meters from 9 a.m 7 p.m pending staff approval.
		3

received. Describe BSD staff will be on-site throughout the event
Will the event require safety personnel (police, fire, paramedics)? YES X NO (Police Department acknowledgement prior to submission of applications)
required.) (initial here)
Will alcoholic beverages be served? YES ☐ NO [X]
If yes, additional approval by the City Commission is required, as well as the Michiga Control Commission.
Will music be provided? YES X NO
\underline{X} Live \underline{X} Amplification \underline{X} Recorded \underline{X} Loudspeakers
Time music will begin _12 noon Time music will end _7 p.m. on streets
Location of live band, DJ, loudspeakers, equipment must be shown on the layout
Will there be signage in the area of the event? YESX NO
Number of signs/banners _2 banners
Number of signs/burners _2 burners
Size of signs/banners _14' x 5' (sample attached)
Size of signs/banners _14' x 5' (sample attached)
Size of signs/banners14' x 5' (sample attached) Submit a photo/drawing of the sign(s). A sign permit is required. Will food/beverages/merchandise be sold? YES X NO
Size of signs/banners14' x 5' (sample attached) Submit a photo/drawing of the sign(s). A sign permit is required. Will food/beverages/merchandise be sold? YES X NO
Size of signs/banners14' x 5' (sample attached) Submit a photo/drawing of the sign(s). A sign permit is required. Will food/beverages/merchandise be sold? YES X NO • Peddler/vendor permits must be submitted to the Clerk's Office, at least two prior to the event. • All food/beverage vendors must have Oakland County Health Department approximately.
Size of signs/banners14' x 5' (sample attached) Submit a photo/drawing of the sign(s). A sign permit is required. Will food/beverages/merchandise be sold? YES X NO Peddler/vendor permits must be submitted to the Clerk's Office, at least two prior to the event.

LIST OF VENDORS/PEDDLERS (attach additional sheet if necessary)

VENDOR NAME	GOODS TO BE SOLD	WATER HOOK- UP REQUIRED?	ELECTRIC REQUIRED?
TBD	TBD		
	,		
			§
		*	

III. EVENT LAYOUT

- Include a map showing the park set up, street closures, and location of each item listed in this section.
- Include a map and written description of run/walk route and the start/finish area
- 1. Will the event require the use of any of the following municipal equipment? (show location of each on map)

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

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

TYPE	QUANTITY	SIZE
Tents/Canopies/Awnings		
(A permit is required for tents over 120 sq ft)	15-25	
Portable Toilets	TBD	
Rides		
Displays	TBD	
Vendors	TBD	
Temporary Structure (must attach a photo)		
Other (describe)		

SIGNATURE OF APPLICANT REQUIRED

EVENT NAME	Day on the Town	
EVENT DATE	July 28, 2018	

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

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

Signature/

Date

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

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

The Premier **Shopping Event** of the Summer













Day on the Town!

Saturday, July 22 • 9 a.m.-7 p.m.

Awesome Deals • Live Entertainment Children's Activities

FREE PARKING ALL DAY

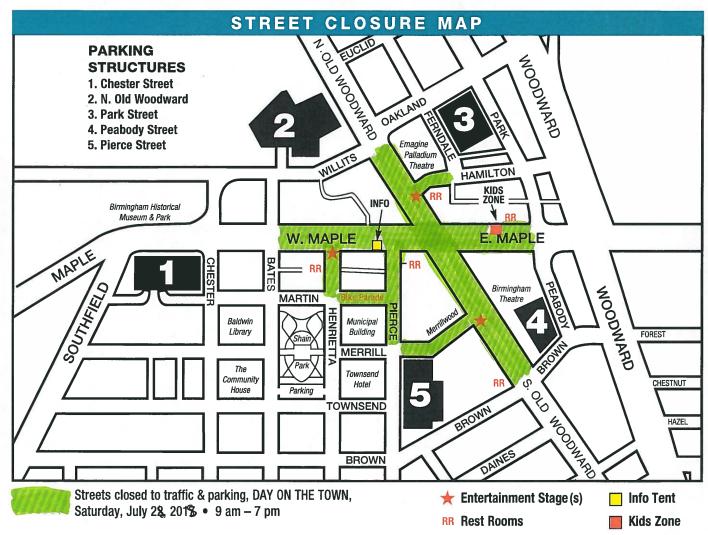




Plan A-if Construction is done RMINGHAM

Day on the Town!

SATURDAY, JULY 28 • 9 A.M. – 7 P.M.



When Upscale Goes On Sale!

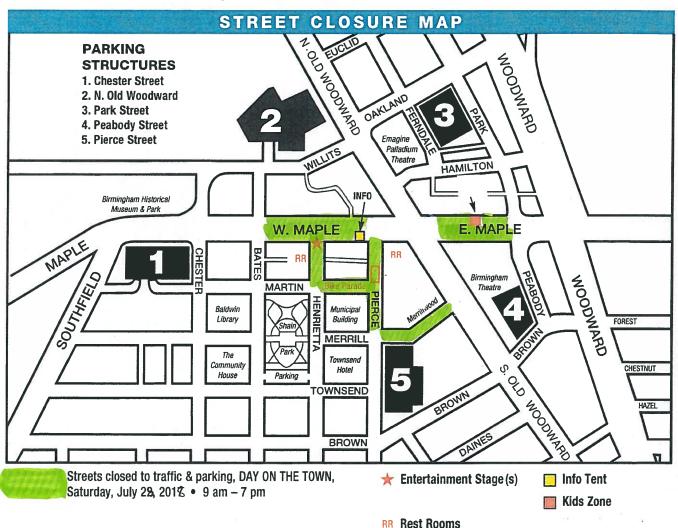
The Premier Shopping Event Of The Summer Awesome Deals • Big Sales • Live Entertainment Children's Activities • Free Parking All Day



Plan B If construction is real rot complete BIRMINGHAM

Day on the Town!

SATURDAY, JULY 28 • 9 A.M. – 7 P.M.



When Upscale Goes On Sale!

The Premier Shopping Event Of The Summer

Awesome Deals • Big Sales • Live Entertainment

. • Children's Activities

Free Parking All Day



NOTIFICATION

DATE:

March 16, 2018

TO:

Downtown Birmingham Business/Property Owner

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

NAME OF EVENT:

Day On The Town

LOCATION:

Old Woodward from Oakland/Willits to Brown Hamilton from Old Woodward to Ferndale

Martin from Pierce to Henrietta

Henrietta from Maple to Martin-Pierce from Maple to Merrill Merrill from Pierce to Old Woodward - Maple from Bates to Peabody

DATES/TIMES:

Saturday, July 28, 2018 from 9 a.m. until 7 p.m.

DATE/TIME OF CITY COMMISSION MEETING: Monday, April 9, 2018 at 7:30 p.m.

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

EVENT ORGANIZER: Birmingham Shopping District

ADDRESS: PHONE:

151 Martin 248-530-1200

For questions on day of event, contact BSD Events Manager, Jaimi Brook at 248-508-5518

NOTIFICATION

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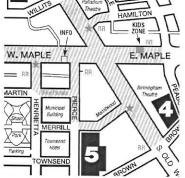
151 Martin

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Birmingham PSD 151 Martin Street Birmingham, MI 48009

1925377006 MAPLE RING LLC 111 S OLD WOODWARD AVE STE 222 BIRMINGHAM, MI 48009



W. MAPLE E. MAPLE

Birmingham PSD 151 Martin Street Birmingham, MI 48009

Birmingham PSD 151 Martin Street Birmingham, MI 48009



1925378009 KAY BAUM ASSOCIATES 16826 KERCHEVAL PL GROSSE PTE, MI 48230



1925376097 CITY OF BIRMINGHAM 151 MARTIN ST BIRMINGHAM, MI 48009

1925378008

DUFF PROPERTY INVESTMENTS LLC

7200 S DUNNS FARM RD

MAPLE CITY, MI 49664



Liability & Property Pool

LIABILITY DECLARATIONS

IN RETURN FOR THE PAYMENT TO THE POOL AND SUBJECT TO ALL THE TERMS OF THIS COVERAGE DOCUMENT, THE POOL AGREES WITH YOU TO PROVIDE COVERAGE AS STATED IN THIS CONTRACT. THESE COVERAGES ARE ALSO PROVIDED IN ACCORDANCE WITH THE INTERGOVERNMENTAL CONTRACT WHICH FORMS THE LEGAL BASIS FOR THE OPERATION OF THE POOL.

Contract Number: Renewal of Number: MML001444016 MML001444015 Pool Member: City of Birmingham Coverage Period From: 7/1/2017 To: 7/1/2018 12:01 A.M. Standard Time (This policy applies to only those Coverage Parts marked with an "X") LIMITS OF INSURANCE MUNICIPAL GENERAL LIABILITY COVERAGE PART EACH OCCURRENCE LIMIT \$10,000,000 FIRE DAMAGE LIMIT Any One Fire \$100,000 MEDICAL EXPENSE LIMIT \$10,000 Any One Person DEDUCTIBLE: \$125,000 Each Occurrence EACH WRONGFUL ACT LIMIT \$10,000,000 DEDUCTIBLE: \$125,000 Each Wrongful Act |X| PUBLIC OFFICIALS LIABILITY COVERAGE PART EACH WRONGFUL ACT LIMIT \$10,000,000 DEDUCTIBLE: Each Wrongful Act \$125,000

(This policy applies to only the	ose Coverage	Parts marked with an "X")
LIMITS	OF INSURAN	ICE
⋈ EMPLOYEE BENEFIT LIABILITY COV		
EACH CLAIM LIMIT	Г \$1,000,000	
DEDUCTIBLE:	\$125,000	Each Claim
× AUTOMOBILE LIABILITY COVERAGE	PART	
EACH OCCURRENCE LIMIT	\$10,000,000	
DEDUCTIBLE:	\$125,000	Each Occurrence
☐ THE COMBINED POLICY LIMIT \$10,00	00,000	
Regardless of the number of Insureds, Claims Claims or bringing Suits or coverages or covera Limit shown above is the most we will pay for the Wrongful Act, act or omission and any series omissions. The Combined Policy Limit is the most we will under which coverage may be sought.	age parts which ne sum of all D es of related (may be applicable, the Combined Policy lamages arising out of an Occurrence, Occurrences, Wrongful Acts, acts or
FORMS AND ENDORSEMENTS applying to the issue: MML200 (01/14), MML202 (11/99), MML23: MML215 [02/00]	se Coverage Pa 3 (07/13), MML2	arts and made part of this policy at time of 203 [11/99], MML208 [11/99],
TOTAL LIABILITY PREMIUM	SINCLUDED	
BY		Authorized Representative
Date: 6/	19/2017	Authorized Representative

A SERVICE OF THE MICHIGAN MUNICIPAL LEAGUE

MMLB (02/10)

- Page 2 of 2 -

DEPARTMENT APPROVALS

EVENT NAME DAY ON THE TOWN

DATE OF EVENT: 7/28/2018

LICENSE NUMBER #18-00011237

COMMISSION HEARING DATE: 4/9/18

NOTE TO STAFF: Please submit approval by 3/21/18

DEPARTMENT	APPROVED	COMMENTS	PERMITS REQUIRED (Must be obtained directly from individual departments)	COSTS (Must be paid two weeks prior to the event. License will not be issued if unpaid.)	ACTUAL COSTS (Event will be invoiced by the Clerk's office after the event)
PLANNING 101-000.000-634.0005 248.530.1855		No Costs, No comments			
BUILDING 101-000.000.634.0005 248.530.1850	MM	 All exits, exit accesses, and exit discharges must be maintained Tents that require permits need a tent layout plan for review All tents are required to have flame certification Tents and canopies must be stabilized with weights Electrical cords or water lines must be taped or matted to prevent trip hazards 	Tents over 200 square feet require permits. Electrical and plumbing permits needed for generators and water connections.	\$166.11 Fees for required tent or canopy permits	
FIRE 101-000.000-634.0004 248.530.1900	JMC	1. No Smoking in any tents or canopy. Signs to be posted. 2. All tents and Canopies must be flame resistant with certificate on site. 3. No open flame or devices emitting flame, fire or heat in any tents. Cooking devices shall not be permitted within 20 feet of the tents. 4. Tents and Canopies must be properly anchored for the weather conditions, no stakes		\$45	

Т	
	allowed.
	5. Clear Fire Department access of
	12 foot aisles must be
	maintained, no tents, canopies or
	other obstructions in the access
	aisle unless approved by the Fire
	Marshal.
	6. Pre-event site inspection
	required.
	7. A prescheduled inspection is
	required for food vendors
	through the Bldg. dept. prior to
	opening.
	8. All food vendors are required to
	have an approved 5lbs. multi-
	purpose (ABC) fire extinguisher
	on site and accessible.
	9. Cords, hoses, etc. shall be
	matted to prevent trip hazards.
	10. Exits must be clearly marked in
	tents/structures with an occupant
	load over 50 people.
	11. Paramedics will respond from the
	fire station as needed. Dial 911
	for fire/rescue/medical
	emergencies.
	12. A permit is required for Fire
	hydrant usage.
	13. Do Not obstruct fire hydrants or
	fire sprinkler connections on
	buildings.
	14. Provide protective barriers
	between hot surfaces and the
	public.
	15. All cooking hood systems that
	capture grease laden vapors
	must have an approved
	suppression system and a K fire
	extinguisher in addition to the
	ABC Extinguisher.
	16. Suppression systems shall be
	inspected, tested, and properly

		tagged prior to the event. All Sprinkler heads shall be of the 155 degree Quick Response type unless serving an area of high heat and approved by the Fire Marshal. The suppression system shall have a continuous water supply as well as a secondary back up supply. Activation of the suppression system will shut down the ride and cause illumination of the exits.			
POLICE 101-000.000.634.0003 248.530.1870	SG	Personnel and Barricades		\$1300	
PUBLIC SERVICES 101-000.000-634.0002 248.530.1642	CL	ADDITIONAL COST COULD OCCUR IF TRASH IS NEEDED TO BE PICKED UP AFTER THE EVENT		\$3,200	
ENGINEERING 101-000.000.634.0002 248.530.1839	A.F.	The Engineering Department will coordinate with the Contractor for the Old Woodward Project to ensure NO construction activity will occur on 07/28/18 and that the site will be cleanup as best as possible prior to this event.	None	\$0	\$0
SP+ PARKING	A.F.	Emailed information to SP+ on 03/21/18	None	\$0	\$0
INSURANCE 248.530.1807	CA	APPROVED	NONE	\$0	\$0
CLERK 101-000.000-614.0000 248.530.1803		Notification letters mailed by applicant on 3/16/18. Notification addresses on file in the Clerk's Office. Evidence of required insurance must be on file with the Clerk's Office no later than PROVIDED.	Applications for vendors license must be submitted no later than 7/13/18.	\$165	

	DE	OTAL POSIT QUIRED	ACTUAL COST
	\$4,8	876.11	

FOR CLERK'S OFFICE USE
Deposit paid
Actual Cost
Due/Refund

Rev. 3/28/18 h:\shared\special events\- general information\approval page.doc



MEMORANDUM

Department of Public Services

DATE: March 23, 2018

TO: Joseph A. Valentine, City Manager

FROM: Lauren A. Wood, Director of Public Services

SUBJECT: 2018 Catch Basin Cleaning Program

The Department of Public Services performs comprehensive catch basin cleaning on a biennial basis. This important maintenance procedure removes road debris and other obstructions from basins, ensuring proper flow and available capacity. Additionally, the process compliments Birmingham's mosquito control efforts by reducing sources of stagnant water.

A Request for Proposals (RFP) for this project was posted on the Michigan Intergovernmental Trade Network (MITN), and bids were opened on March 12, 2018. Bidders were asked to provide per-catch-basin pricing, and an optional per-foot pay item for catch basin outlet jetting. The results, based on an estimated 2,365 basins, are as follows:

	Cleaning	Optional Jetting	Total Cost
Bidder	(Per Basin)	(Per Foot)	(2,365 Basins)
R J & J Enterprises, Inc.	\$35.00	\$3.00	\$82,775.00
National Industrial Maintenance	\$50.00	\$0.75	\$118,250.00
United Resources	\$60.00	\$0.74	\$141,900.00
Pipetek Infrastructure Services	\$77.00	\$3.50	\$182,105.00
Greenscape General Contracting, LLC	\$83.00	\$2.50	\$196,295.00

Based on a review of the submitted bids, the Department of Public Services recommends awarding the 2018 contract to National Industrial Maintenance, the lowest qualified bidder. The lowest bid failed to demonstrate sufficient experience in performing a project of this scale, and was limited in available equipment.

For comparison, the per-basin costs for the 2013 and 2015 project were \$25.22 and \$33.25, respectively.

Work will begin within 1-2 weeks of award, and will be completed by June 1, 2018.

Funds for this project were budgeted in the major and local streets fund, in the amount of \$82,000 based on past project costs. An increase in material disposal costs, and increased demand for these services resulted in bids that exceeded the budget estimate, therefore a budget amendment will be necessary for this project in the amount of \$36,250.00.

SUGGESTED RESOLUTION:

To award the contract for the 2018 Catch Basin Cleaning Program to National Industrial Maintenance of Dearborn, MI in an amount not to exceed \$118,250.00 from the Major and Local Streets Funds, account #s 202/203-449.004-937.0400, and further to authorize the Mayor and the City Clerk to sign the agreement on behalf of the City upon receipt of required insurances. Further, to approve the appropriation and budget amendments to the fiscal year 2017-2018 budget as follows:

Major Street Fund Revenues: Draw from Fund Balance 202-000.000-400.0000 Total Revenue	\$14,500.00 \$14,500.00
Expenses: Contract Maintenance 202-449.004-937.0400 Total Expenses	\$14,500.00 \$14,500.00
Local Street Fund Revenues: Draw from Fund Balance 203-000.000-400.0000 Total Revenue	\$21,750.00 \$21,750.00
Expenses: Contract Maintenance 203-449.004-937.0400 Total Expenses	\$21,750.00 \$21,750.00

ATTACHMENT A - AGREEMENT

For Catch Basin Cleaning
This AGREEMENT, made this day of, 2018, by and between CITY OF BIRMINGHAM, having its principal municipal office at 151 Martin Street, Birmingham, MI (hereinafter sometimes called "City"), and, Inc., having its principal office at (hereinafter called "Contractor"), provides as follows: WITNESSETH:
MILEDEAC No Control to a professional configuration. Next work the control
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 cleaning of catch basins including hauling and disposing waste off site in accordance with MDEQ regulations and upon request, jet clean any outlet in a catch basin that is covered by debris, up to a maximum of fifty (50) feet
WHEREAS, the City has heretofore advertised for bids for the procurement and performance of services required to perform cleaning of catch basins including hauling and disposing waste off site in accordance with MDEQ regulations, jet clean any outlet in a catch basin that is covered by debris, up to a maximum of fifty (50) feet, and in connection therewith has prepared a request for sealed proposals ("RFP"), which includes certain instructions to bidders, specifications, terms and conditions.
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 cleaning of catch basins including hauling and disposing waste off site in accordance with MDEQ regulations and upon request, jet clean any outlet in a catch basin that is covered by debris, up to a maximum of fifty (50) feet and the Contractor's cost proposal dated
2. The City shall pay the Contractor for the performance of this Agreement in an amount not to exceed #1/8,250.00, as set forth in the Contractor's 3-9, 2018 cost proposal.
3. This Agreement shall commence upon execution by both parties, unless the City exercises its option to terminate the Agreement in accordance with the Request for Proposals.
4. The Contractor shall employ personnel of good moral character and fitness in performing all services under this Agreement.

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

employment because of race, color, religion, national origin, age, sex, height, weight or marital status. The Contractor shall inform the City of all claims or suits asserted against it by the Contractor's employees who work pursuant to this Agreement. The Contractor shall provide the City with periodic status reports concerning all such claims or suits, at intervals established by the City.

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

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

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

- 14. If, after the effective date of this Agreement, any official of the City, or spouse, child, parent or in-law of such official or employee shall become directly or indirectly interested in this Agreement or the affairs of the Contractor, the City shall have the right to terminate this Agreement without further liability to the Contractor if the disqualification has not been removed within thirty (30) days after the City has given the Contractor notice of the disqualifying interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.
- 15. If Contractor fails to perform its obligations hereunder, the City may take any and all remedial actions provided by the general specifications or otherwise permitted by law.
- 16. All notices required to be sent pursuant to this Agreement shall be mailed to the following addresses:

City of Birmingham Attn: Lauren Wood, Director of Public Services 851 S. Eton Birmingham, MI 48009 248-530-1702

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

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

WITNESSES:	By: Sug Suttle Its: Vice Presidents MIM
	CITY OF BIRMINGHAM
	By: Andrew M. Harris Its: Mayor
	By: J. Cherilyn Mynsberge Its: City Clerk
Approved: Lauren A. Wood, Director of Public Services (Approved as to substance)	Hark Holeker hersin Mark Gerber, Director of Finance (Approved as to financial obligation) Kimberly Wickenheiser, HSSistant Finance Director
Virette A Com.	Joseph a Valit
Timothy 1. Currier, City Attorney (Approved as to form)	Joséph A. Valentine, City Manager (Approved as to substance)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/02/2018

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must 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).

this certificate does not confer right							require an endorsement	. A SI	atement on
PRODUCER				CONTA					
MARSH USA INC.				PHONE	120		FAX (A/C, No):		
540 W. MADISON CHICAGO, IL 60661				IA/C, No, Ext): I (A/C, No): E-MAIL ADDRESS:					
Attn: Chicago.CertRequest@marsh.com					INS	SURER(S) AFFOR	RDING COVERAGE		NAIC#
NIMI :				INSURE	RA : Zunch Ame	erican Insurance (Company		16535
INSURED NATIONAL INDUSTRIAL MAINTENANCE, INC.				INSURE	RB: American 2	Zurich Insurance (Company		40142
4400 STECKER ST.		INSURE	R C : American (Guarantee and Lia	ability Insurance Company		26247		
DEARBORN, MI 48126-3895				INSURE	R D : Lexington I	nsurance Compa	ny		19437
				INSURE	RE:				
				INSURE	RF:				
			E NUMBER:		-008933778-02		REVISION NUMBER: 13		
THIS IS TO CERTIFY THAT THE POLICI INDICATED. NOTWITHSTANDING ANY CERTIFICATE MAY BE ISSUED OR MA EXCLUSIONS AND CONDITIONS OF SUC	REQUI Y PER H POL	REME TAIN, ICIES.	NT, TERM OR CONDITION THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE	OF AN'	Y CONTRACT THE POLICIE REDUCED BY	OR OTHER I S DESCRIBEI PAID CLAIMS.	DOCUMENT WITH RESPECT TO	ст то	WHICH THIS
INSR LTR TYPE OF INSURANCE	INSE	L SUBA	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	8	
A X COMMERCIAL GENERAL LIABILITY			GLO 9377201-14		10/31/2017	10/31/2018	EACH OCCURRENCE	\$	1,000,000
CLAIMS-MADE X OCCUR			- 0.				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000
X XCU INCLUDED	_						MED EXP (Any one person)	\$	10,000
	_						PERSONAL & ADV INJURY	\$	1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	S	2,000,000
POLICY X PRO-							PRODUCTS - COMP/OP AGG	\$ \$	2,000,000
A AUTOMOBILE LIABILITY	-		BAP 9377199-14		10/31/2017	10/31/2018	COMBINED SINGLE LIMIT	<u>s</u>	2 000 000
			Dril 2011 133-14		10/0 1/2011	10/3 //2016	(Ea accident)		2,000,000
X ANY AUTO OWNED SCHEDULED							BODILY INJURY (Per person)	\$	
AUTOS ONLY AUTOS NON-OWNED							PROPERTY DAMAGE	\$	
AUTOS ONLY AUTOS ONLY		1					(Per accident)	5	
C Y IMPRELIATION Y	+	-	ALICENSENIZAD			40.004.004.0		S	4 000 000
A OCCUR			AUC591694712		10/31/2017	10/31/2018	EACH OCCURRENCE	\$	1,000,000
EXCESS LIAB CLAIMS-MA	E						AGGREGATE	\$	1,000,000
B WORKERS COMPENSATION	-	-	WC 9377202-14		10/31/2017	10/31/2018	V I DER I OTH. I	\$	
AND EMPLOYERS' LIABILITY	M I		WC012261902 (WI)		10/31/2017	10/31/2018	X PER OTH-		4 000 000
ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	→ I		110012201902 (111)		10/3 1/2011	10/3 1/2010	E.L. EACH ACCIDENT	\$	1,000,000
(Mandatory in NH) If yes, describe under	1						E.L. DISEASE - EA EMPLOYEE	<u> </u>	1,000,000
DÉSCRIPTION OF OPERATIONS below	-	-						\$	1,000,000
D CONTRACTORS POLLUTION			CPO15012758		10/31/2016	10/31/2019	EACH INCIDENT		1,000,000
LIABILITY (OCCURRENCE BASIS)							AGGREGATE		1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEH CITY OF BIRMINGHAM, INCLUDING ALL ELECTED / INCLUDING EMPLOYEES AND VOLUNTEERS THER WRITTEN CONTRACT WITH THE NAMED INSURED	ND APP OF AR	OINTEI E ADDI	O OFFICIALS, ALL EMPLOYEE AN TIONAL INSUREDS UNDER GENE	D VOLUN RAL LIAE	TEERS, ALL BOA	ARDS, COMMISS OMÓBILE LIABILI	IONS AND/OR AUTHORITIES AN TY, BUT ONLY TO THE EXTENT I	REQUIRI	
CERTIFICATE HOLDER				CANO	ELLATION				
CITY OF BIRMINGHAM 851 S. ETON BIRMINGHAM, MI 48009				THE	EXPIRATION	DATE THE	ESCRIBED POLICIES BE CA REOF, NOTICE WILL B Y PROVISIONS.		
				AUTHO	RIZED REPRESEI	NTATIVE			

Marraoni Muccrenfee

of Marsh USA Inc. Manashi Mukherjee

Commercial Auto Insurance Endorsement



Insurance for this coverage is provided by: Zurich American Insurance Company

Policy Number: BAP 9377199-14

Renewal of Number: BAP 9377199-13

BLANKET NOTIFICATION TO OTHERS OF CANCELLATION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE: COMMERCIAL AUTO COVERAGE PART

A. IF WE CANCEL THIS COVERAGE PART BY WRITTEN NOTICE TO THE FIRST NAMED INSURED FOR ANY REASON OTHER THAN NONPAYMENT OF PREMIUM, WE WILL DELIVER ELECTRONIC NOTIFICATION THAT SUCH COVERAGE PART HAS BEEN CANCELLED TO EACH PERSON OR ORGANIZATION SHOWN IN A SCHEDULE PROVIDED TO US BY THE FIRST NAMED INSURED. SUCH SCHEDULE:

- 1. MUST BE INITIALLY PROVIDED TO US WITHIN 15 DAYS:
- A. AFTER THE BEGINNING OF THE POLICY PERIOD SHOWN IN THE DECLARATIONS: OR
- B. AFTER THIS ENDORSEMENT HAS BEEN ADDED TO POLICY;
- 2. MUST CONTAIN THE NAMES AND E-MAIL ADDRESSES OF ONLY THE PERSONS OR ORGANIZATIONS REQUIRING NOTIFICATION THAT SUCH COVERAGE PART HAS BEEN CANCELLED:
- 3. MUST BE IN AN ELECTRONIC FORMAT THAT IS ACCEPTABLE TO US: AND
- 4. MUST BE ACCURATE.
- SUCH SCHEDULE MAY BE UPDATED AND PROVIDED TO US BY THE FIRST NAMED INSURED DURING THE POLICY PERIOD. SUCH UPDATED SCHEDULE MUST COMPLY WITH PARAGRAPHS 2, 3, AND 4, ABOVE.
- B. OUR DELIVERY OF THE ELECTRONIC NOTIFICATION AS DESCRIBED IN PARAGRAPH A. OF THIS ENDORSEMENT WILL BE BASED ON THE MOST RECENT SCHEDULE IN OUR RECORDS AS OF THE DATE THE NOTICE OF CANCELLATION IS MAILED OR DELIVERED TO THE FIRST NAMED INSURED. DELIVERY OF THE NOTIFICATION AS DESCRIBED IN PARAGRAPH A. OF THIS ENDORSEMENT WILL BE COMPLETED AS SOON AS PRACTICABLE AFTER THE EFFECTIVE DATE OF CANCELLATION TO THE FIRST NAMED INSURED.
- C. PROOF OF EMAILING THE ELECTRONIC NOTIFICATION WILL BE SUFFICIENT PROOF THAT WE HAVE COMPLIED WITH PARAGRAPHS A. AND B. OF THIS ENDORSEMENT.
- D. OUR DELIVERY OF ELECTRONIC NOTIFICATION DESCRIBED IN PARAGRAPHS A. AND B. OF THIS ENDORSEMENT IS INTENDED AS A COURTESY ONLY. OUR

FAILURE TO PROVIDE SUCH DELIVERY OF ELECTRONIC NOTIFICATION WILL NOT:

- 1. EXTEND THE COVERAGE PART CANCELLATION DATE:
- 2. NEGATE THE CANCELLATION; OR
- 3. PROVIDE ANY ADDITIONAL INSURANCE THAT WOULD NOT HAVE BEEN PROVIDED IN THE ABSENCE OF THIS ENDORSEMENT.
- E. WE ARE NOT RESPONSIBLE FOR THE ACCURACY, INTEGRITY, TIMELINESS AND VALIDITY OF INFORMATION CONTAINED IN THE SCHEDULE PROVIDED TO US AS DESCRIBED IN PARAGRAPHS A. AND B. OF THIS ENDORSEMENT.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.



Blanket Notification to Others of Cancellation

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 9377201-14	10/31/2017	10/31/2018	10/31/2017	30060-000	N/A	N/A

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

- A. If we cancel this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premlum, we will deliver electronic notification that such Coverage Part has been cancelled to each person or organization shown in a Schedule provided to us by the First Named Insured. Such Schedule:
 - 1. Must be initially provided to us within 15 days:
 - a. After the beginning of the policy period shown in the Declarations; or
 - b. After this endorsement has been added to policy;
 - Must contain the names and e-mail addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled;
 - 3. Must be in an electronic format that is acceptable to us; and
 - 4. Must be accurate.

Such Schedule may be updated and provided to us by the First Named Insured during the policy period. Such updated Schedule must comply with Paragraphs 2. 3. and 4. above.

- B. Our delivery of the electronic notification as described in Paragraph A. of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured. Delivery of the notification as described in Paragraph A. of this endorsement will be completed as soon as practicable after the effective date of cancellation to the first Named Insured.
- C. Proof of emailing the electronic notification will be sufficient proof that we have complied with Paragraphs A. and B. of this endorsement.
- D. Our delivery of electronic notification described in Paragraphs A. and B. of this endorsement is intended as a courtesy only. Our failure to provide such delivery of electronic notification will not:
 - 1. Extend the Coverage Part cancellation date;
 - 2. Negate the cancellation; or
 - 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- E. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the Schedule provided to us as described in Paragraphs A. and B. of this endorsement.

All other terms and conditions of this policy remain unchanged.

Endorsement



Policy No.	Eff. Date of	Exp. Date of Pol.	Eff. Date of End	Producer	Add'l Prem	Return Prem
WC9377202-14	Pol 10/31/2017	10/31/2018	10/31/2017	;	N/A	

WORKERS COMPENSATION AND EMPLOYERS LIABLITY INSURANCE POLICY

Endorsement #:

BLANKET NOTICE TO OTHERS OF CANCELLATION

THIS ENDORSEMENT IS USED TO ADD THE FOLLOWING TO PART SIX OF THE POLICY.

PART SIX - CONDITIONS

F. NOTIFICATION TO OTHERS OF CANCELLATION

1. IF WE CANCEL THIS POLICY BY WRITTEN NOTICE TO YOU FOR ANY REASON OTHER THAN NONPAYMENT OF PREMIUM, WE WILL DELIVER ELECTRONIC NOTIFICATION TO EACH PERSON OR ORGANIZATION SHOWN IN A SCHEDULE PROVIDED TO US BY YOU.

SUCH SCHEDULE:

A. MUST BE INITIALLY PROVIDED TO US WITHIN 15 DAYS:
AFTER THE BEGINNING OF THE POLICY PERIOD SHOWN IN THE
DECLARATIONS; OR AFTER THIS ENDORSEMENT HAS BEEN ADDED TO
POLICY:

- B. MUST CONTAIN THE NAMES AND E-MAIL ADDRESSES OF ONLY THE PERSONS OR ORGANIZATIONS REQUIRING NOTIFICATION THAT THIS POLICY HAS BEEN CANCELLED:
- C. MUST BE IN AN ELECTRONIC FORMAT THAT IS ACCEPTABLE TO US; AND
- D. MUST BE ACCURATE.

SUCH SCHEDULE MAY BE UPDATED AND PROVIDED TO US BY YOU DURING THE POLICY PERIOD. SUCH UPDATED SCHEDULE MUST COMPLY WITH PARAGRAPHS B.C. AND D. ABOVE.

2. OUR DELIVERY OF THE ELECTRONIC NOTIFICATION AS DESCRIBED IN PARAGRAPH 1. OF THIS ENDORSEMENT WILL BE BASED ON THE MOST RECENT SCHEDULE IN OUR RECORDS AS OF THE DATE THE NOTICE OF CANCELLATION IS MAILED OR DELIVERED TO YOU. DELIVERY OF THE

Endorsement



NOTIFICATION AS DESCRIBED IN PARAGRAPH 1. OF THIS ENDORSEMENT WILL BE COMPLETED AS SOON AS PRACTICABLE AFTER THE EFFECTIVE DATE OF CANCELLATION TO YOU.

- 3. PROOF OF EMAILING THE ELECTRONIC NOTIFICATION WILL BE SUFFICIENT PROOF THAT WE HAVE COMPLIED WITH PARAGRAPHS 1. AND 2. OF THIS ENDORSEMENT.
- 4. OUR DELIVERY OF ELECTRONIC NOTIFICATION DESCRIBED IN PARAGRAPHS 1 AND 2. OF THIS ENDORSEMENT IS INTENDED AS A COURTESY ONLY. OUR FAILURE TO PROVIDE SUCH DELIVERY OF ELECTRONIC NOTIFICATION WILL NOT:
- A. EXTEND THE POLICY CANCELLATION DATE:
- B. NEGATE THE CANCELLATION; OR
- C. PROVIDE ANY ADDITIONAL INSURANCE THAT WOULD NOT HAVE BEEN PROVIDED IN THE ABSENCE OF THIS ENDORSEMENT.
- 5. WE ARE NOT RESPONSIBLE FOR THE ACCURACY, INTEGRITY, TIMELINESS AND VALIDITY OF INFORMATION CONTAINED IN THE SCHEDULE PROVIDED TO US AS DESCRIBED IN PARAGRAPHS 1. AND 2. OF THIS ENDORSEMENT.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Countersigned:		
	Authorized Representative	

City of Birmingham A Walkable Community

MEMORANDUM

Department of Public Services

DATE: March 27, 2018

TO: Joseph A. Valentine, City Manager

FROM: Lauren A. Wood, Director of Public Services

SUBJECT: Irrigation Services

Sealed bids were opened on Tuesday, February 13, 2018 for the cost to provide irrigation services to various City properties including parking structures, City Hall, the Library, Department of Public Services, and City parks including Shain, Booth, and Barnum for a total of 27 sites. The term of the contract is three (3) years with an option for the City to extend for an additional year. Two (2) bidders responded. The result of the sealed bids follows in the table below.

Vendor	3 Year Base Bid Total	Complete Bid
Techseven Company	\$9,960.00	Yes
Marc Dutton Irrigation	\$19,455.00	Yes

The base bid amounts include start up and winterizing each of the systems. This bid proposal also includes pricing for routine maintenance, repairs and miscellaneous system improvements. The proposals were evaluated based upon completeness, reference checks, firm experience, and the cost to provide repair services and replacement parts based on our working knowledge of the volume of repairs needed each season. The complete bid tab form is attached for your reference.

After reviewing the proposals, favorable reference checks and an interview with the CEO of the company, the Department of Public Services recommends awarding the three (3) year Irrigation Services Contract beginning April 2018 and ending October 2020 to Techseven Company. Techseven offered the lowest base bid pricing and also the lowest hourly rate for repair services and comparable pricing on replacement parts. Repair services and replacement part pricing is an important component of this contract. Techseven Company will send out a two (2) man repair crew at a cost not to exceed \$50 per hour. Due to the high volume of yearly repairs we routinely experience, it is necessary to place a high priority on this portion of the proposal. Also, for new installations, Techseven came in lower per hour than Marc Dutton; \$35.00 and \$65.00 respectively.

The award will include the base bid amount of \$9,960.00 for system start-ups and winterization, plus an additional amount not to exceed \$21,000.00 for repair services over the 3 year term, based upon a working knowledge of repair work needed in the past. The last three (3) year contract cost was the same as this base bid amount and the annual necessary repair costs were between \$6,000 - \$8,000. Our expectation is approximately \$10,000 annually for these irrigation services. Money has been allocated from various budget accounts for this service.

SUGGESTED RESOLUTION:

To approve the Agreement for Irrigation Services to Techseven Company in the amount of the base bid total of \$9,960.00 plus an amount not to exceed \$21,000.00 for routine maintenance, repairs, and miscellaneous system improvements commencing April 2018 to October 2020. Funds are available from the Major Streets Maintenance account #202-449.003-937.0400, Parking Fund account #'s 585-538.002-811.0000, 585-538.003-811.0000, 585-538.004-811.0000, 585-538.005-811.0000, 585-538.009-811.0000, Property Maintenance Other Contractual Services account #101-441.003-811.0000, and the Parks Other Contractual Services account #101-751.000-811.0000. Further, to authorize the Mayor and City Clerk to sign the Agreement on behalf of the City upon receipt of required insurances.

	2018	2019	2020
Start Up:	\$1,630.00	\$1,630.00	\$1,630.00
Winterization:	\$1,690.00	\$1,690.00	\$1,690.00

Repair Services/

Hourly Rate

Repairs	\$50.00	\$50.00	\$50.00
Routine Maintenance	\$50.00	\$50.00	\$50.00
Design	\$35.00	\$35.00	\$35.00
Installation	\$35.00	\$35.00	\$35.00

Replacement Parts

Rotor Heads	\$35.00	\$35.00	\$35.00
4" Pop-up Mist			
Head w/ Nozzle	\$15.00	\$15.00	\$15.00
Head			
w/Nozzle	\$15.00	\$15.00	\$15.00
12" Pop-up Mist			
Head w/ Nozzle	\$15.00	\$15.00	\$15.00
VAN Nozzle	\$4.00	\$4.00	\$4.00
Oetiker Clamp	\$1.00	\$1.00	\$1.00
1" Electric Valve	\$35.00	\$35.00	\$35.00
1 1/2" Electric Valve	\$75.00	\$75.00	\$75.00
2" Electric Valve	\$175.00	\$175.00	\$175.00

Name: Marc Dutton Irrigation

	2018	2019	2020
Start Up:	\$3,555.00	\$3,555.00	\$3,555.00
Winterization:	\$2,930.00	\$2,930.00	\$2,930.00

Repair Services/

Hourly Rate

Repairs	\$65.00	\$65.00	\$65.00
Routine Maintenanc	\$65.00	\$65.00	\$65.00
Design	\$65.00	\$65.00	\$65.00
Installation	\$65.00	\$65.00	\$65.00

Replacement Parts

Rotor Heads	\$32.00	\$32.00	\$32.00
4" Pop-up Mist			
Head w/ Nozzle	\$13.50	\$13.50	\$13.50
6" Pop-up Mist			
Head w/Nozzle	\$18.50	\$18.50	\$18.50
12" Pop-up Mist			
Head w/ Nozzle	\$35.00	\$35.00	\$35.00
VAN Nozzle	\$2.35	\$2.35	\$2.35
Oetiker Clamp	\$0.00	\$0.00	\$0.00
1" Electric Valve	\$80.00	\$80.00	\$80.00
1 1/2" Electric Valve	\$145.00	\$145.00	\$145.00
2" Electric Valve	\$200.00	\$200.00	\$200.00

ATTACHMENT A - AGREEMENT

For "Irrigation Services, Birmingham MI"

This AGREEMENT, made thisday of, 2018, by and
between CITY OF BIRMINGHAM, having its principal municipal office at 151 Martin
Street, Birmingham, MI (hereinafter sometimes called "City"), and Techseven
Company , Inc., having its principal office at PO Box 182247, Shelby Twp, MI
48318 (hereinafter called "Contractor"), provides as follows:
WITNESSETH:
WHEREAS, the City of Birmingham, through its Department of Public Services,
is desirous of having irrigation services provided in the City of Birmingham.
WHEREAS, the City has heretofore advertised for bids for the procurement and
performance of services required to perform start up, repair, winterize, and perform
routine maintenance to existing irrigation systems of various sizes installed at 27
locations throughout the City, 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 start up, repair, winterize, and perform routine maintenance to existing irrigation
systems of various sizes installed at 27 locations throughout the City.
NOW, THEREFORE, for and in consideration of the respective agreements and
undertakings herein contained, the parties agree as follows:
It is mutually agreed by and between the parties that the documents consisting of the
Request for Proposal to perform start up, repair, winterize, and perform routine
maintenance to existing irrigation systems of various sizes installed at 27 locations
throughout the City and the Contractor's cost proposal dated February 2, 2018
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.
1. The City shall pay the Contractor for the performance of this Agreement in an
amount not to exceed\$9,960, for Irrigation Start Up and Winterization services,
in addition an amount not to exceed \$21,000 for repair services and replacement parts.
as set forth in the Contractor's February 2, 2018 cost proposal. The contract term
shall be three (3) years in length commencing on April 1st, 2018 and ending October
31st 2020 with the City's option to extend the contract for one (1) year, ending October
31st 2021.

- 2. 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. The Contractor agrees to provide the labor, material, supplies, and equipment necessary to perform the irrigation services in accordance with the specifications and conditions contained in the RFP documents for a period of three (3) years/seasons, commencing on April 1st, 2018 and ending on October 31, 2020. Thereafter, at the option of the City, and agreement by Contractor, this Agreement shall renew for a successive one-year period unless the City terminates this Agreement by providing written notice to the Contractor prior to the expiration of the initial term or any renewal term.
- 3. The City shall have the right to terminate this Agreement prior to the end of the initial term or any of the renewal terms without cause. If the City terminates this Agreement prior to the end of any term, the City shall provide Contractor with 10 days written notice of the early termination. Any claims or fees that Contractor is working on collecting on behalf of the City, and Contractor shall continue to collect such fees and process same pursuant to the terms and conditions of this Agreement through the date of notice of early termination.
- 4. The Contractor shall employ personnel of good moral character and fitness in performing all services under this Agreement.
- 5. The Contractor and the City agree that the Contractor is acting as an independent Contractor with respect to the Contractor 's role in providing services to the City pursuant to this Agreement, and as such, shall be liable for its own actions and neither the Contractor nor its employees shall be construed as employees of the City. Nothing contained in this Agreement shall be construed to imply a joint venture or partnership and neither party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as specifically outlined herein. Neither the City nor the Contractor shall be considered or construed to be the agent of the other, nor shall either have the right to bind the other in any manner whatsoever, except as specifically provided in this Agreement, and this Agreement shall not be construed as a contract of agency. The Contractor shall not be entitled or eligible to participate in any benefits or privileges given or extended by the City, or be deemed an employee of the City for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer contributions on behalf of the City.
- 6. The Contractor acknowledges that in performing services pursuant to this Agreement, certain confidential and/or proprietary information (including, but not limited to, internal organization, methodology, personnel and financial information, etc.) may become involved. The Contractor recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the City. Therefore, the Contractor agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. The Contractor shall inform its employees of the confidential or proprietary nature of such information

and shall limit access thereto to employees rendering services pursuant to this Agreement. The Contractor further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.

- 7. This Agreement shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan. The Contractor agrees to perform all services provided for in this Agreement in accordance with and in full compliance with all local, state and federal laws and regulations.
- 8. If any provision of this Agreement is declared invalid, illegal or unenforceable, such provision shall be severed from this Agreement and all other provisions shall remain in full force and effect.
- 9. This Agreement shall be binding upon the successors and assigns of the parties hereto, but no such assignment shall be made by the Contractor without the prior written consent of the City. Any attempt at assignment without prior written consent shall be void and of no effect.
- 10. The Contractor agrees that neither it nor its subcontractors will discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight or marital status. The Contractor shall inform the City of all claims or suits asserted against it by the Contractor's employees who work pursuant to this Agreement. The Contractor shall provide the City with periodic status reports concerning all such claims or suits, at intervals established by the City.
- 11. The Contractor shall not commence work under this Agreement until it has, at its sole expense, obtained the insurance required under this paragraph. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with carriers acceptable to the City of Birmingham.
- 12. The Contractor shall maintain during the life of this Agreement the types of insurance coverage and minimum limits as set forth below:
 - A. <u>Workers' Compensation Insurance</u>: Contractor shall procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
 - B. <u>Commercial General Liability Insurance</u>: Contractor shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D)

- Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.
- C. Motor Vehicle Liability: Contractor shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- D. <u>Additional Insured</u>: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be *Additional Insureds*: The City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to any other coverage that may be available to the additional insured, whether any other available coverage by primary, contributing or excess.
- E. <u>Professional Liability</u>: Professional liability insurance with limits of not less than \$1,000,000 per claim if Contractor will provide service that are customarily subject to this type of coverage.
- F. <u>Pollution Liability Insurance</u>: Contractor shall procure and maintain during the life of this Agreement Pollution Liability Insurance, with limits of liability of not less than \$1,000,000, per occurrence preferred, but claims made accepted.
- G. Owners Contractors Protective Liability: The Contractor shall procure and maintain during the life of this contract, an Owners Contractors Protective Liability Policy with limits of liability not less than \$3,000,000 per occurrence, combined single limit, Personal Injury, Bodily Injury and Property Damage. The City of Birmingham shall be "Name Insured" on said coverage. Thirty (30) days Notice of Cancellation shall apply to this policy.
- H. <u>Cancellation Notice</u>: Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance (and Professional Liability Insurance, if applicable), as described above, shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal, shall be sent to: Finance Director, City of Birmingham, PO Box 3001, 151 Martin Street, Birmingham, MI 48012-3001.
- I. <u>Proof of Insurance Coverage</u>: Contractor shall provide the City of Birmingham at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City of Birmingham, as listed below.
 - 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;
- Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
- 4) Two (2) copies of Certificate of Insurance for Professional Liability Insurance;
- 5) If so requested, Certified Copies of all policies mentioned above will be furnished.
- J. <u>Coverage Expiration</u>: If any of the above coverages expire during the term of this Agreement, Contractor shall deliver renewal certificates and/or policies to the City of Birmingham at least (10) days prior to the expiration date.
- K. <u>Maintaining Insurance</u>: Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the Agreement, the City of Birmingham may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the City of Birmingham shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.
- 13. To the fullest extent permitted by law, the Contractor and any entity or person for whom the Contractor is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City of Birmingham, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Birmingham against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from and the City of Birmingham, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Birmingham, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Agreement. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of its elected or appointed officials, employees, volunteers or others working on behalf of the City of Birmingham.
- 14. If, after the effective date of this Agreement, any official of the City, or spouse, child, parent or in-law of such official or employee shall become directly or indirectly interested in this Agreement or the affairs of the Contractor, the City shall have the right to terminate this Agreement without further liability to the Contractor if the disqualification has not been removed within thirty (30) days after the City has given the Contractor notice of the disqualifying interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.
- 15. If Contractor fails to perform its obligations hereunder, the City may take any and all remedial actions provided by the general specifications or otherwise permitted by law.

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

Department of Public Services Attn: Lauren Wood 851 Eton Street 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. <u>FAIR PROCUREMENT OPPORTUNITY:</u> Procurement for the City of Birmingham will be handled in a manner providing fair opportunity for all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the City of Birmingham.

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

WITNESSES:	CONTRACTOR
	By: Acc
	CITY OF BIRMINGHAM
	By: Andrew M. Harris Its: Mayor
	By:
Approved:	J. Cherilynn Brown Its: City Clerk
Jam a. wood	Mille Stelle
Lauren A. Wood. Director of Public Services (Approved as to substance)	Mark Gerber, Director of Finance (Approved as to financial obligation)
Que Valt	Forther A Chun
Joe Valentine, City Manager Approved as to substance)	Timothy A Currier, City Attorney (Approved as to form)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/14/2018

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must 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).

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PRODUCER	Sweet Insurance Agency	CONTACT Thomas J. Powrie Jr.			
	30100 Telegraph Road	PHONE 248-723-8234 FAX (A/C, No. Ext):	_{(a):} 248-723	3-8234	
,	Suite 150	ADDRESS: tpowrie@sweetinsurance.com			
	Bingham Farms, MI 480254517	INSURER(S) AFFORDING COVERAGE		NAIC #	
		INSURER A: Merchants Insurance Group		23329	
INSURED	TechSev en Company, Inc.	INSURER B: The Hartford		11000	
	P.O. Box 182247	INSURER C:			
Shelby Twp., Mi	Shelby Twp., MI 48318	INSURER D:			
		NSURER E :			
		NSURER F:			
001/504	000				

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

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	Abbi	SUBR	· - · -		POLICY EXP	LIMITS		
A	COMMERCIAL GENERAL LIABILITY	Y	WVD	BOP1088880		01/23/2019	EACH OCCURRENCE	s 1,000	·
	CLAIMS-MADE V OCCUR						PREMISES (Ea occurrence)	-	0,000
		ĺ					MED EXP (Any one person)	4.000	,000
							PERSONAL & ADV INJURY	2.000	
	GENL AGGREGATE LIMIT APPLIES PER: POLICY PRO- JECT LOC						GÉNÉRAL AGGREGATE PRODUCTS - COMP/OP AGG	\$ 2,000	
	OTHER:							\$	
Α	AUTOMOBILE LIABILITY			CAPI066164	01/23/2018	01/23/2019	COMBINED SINGLE LIMIT (Ea accident)	s 1,000	,000
	OWNED SCHEDULED				[6]		BODILY INJURY (Per person)	s =	
	OWNED SCHEDULED AUTOS ONLY AUTOS NON-OWNED						BODILY INJURY (Per accident) PROPERTY DAMAGE	\$	
	AUTOS ONLY AUTOS ONLY						(Per accident)	\$	
A	/ UMBRELLALIAB / OCCUP			BOP1088880	01/23/2018	04/22/2040		\$ 2,000	000
^	V OCCOR			BOF 1000000	01/23/2016	01/23/2019	EACH OCCURRENCE	\$ 2,000 \$ 2,000	
	DED RETENTION \$ 10,000						AGGREGATE	\$ 2,000	,000
В	WORKERS COMPENSATION			35WECID6640	01/23/2018	01/23/2019	✓ PER OTH-		
	ANY PROPRIETOR PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A					E.L. EACH ACCIDENT		000,
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE		,000
<u> </u>	DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	s 500),000

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

The City of Birmingham, including all elected and appointed officals, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof are additional insured in respect to the general liability of the insured required by written contract. Th coverage shall be primary to any other coverage that may be available to the additional insured, wether any other available coverage, by primary, contributing or excess. 30 day notice of cancellation applies.

CERTIFICATE HOLDER	CANCELLATION
City of Birmingham Department of Public Services 851 S. Eton Street	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Birmingham, MI 48009	AUTHORIZED REPRESENTATIVE

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MEMORANDUM

Department of Public Services

DATE: March 26, 2018

TO: Joseph A. Valentine, City Manager

FROM: Lauren A. Wood, Director of Public Services

SUBJECT: Purchase Larvicide Material for Mosquito Control Program

The City of Birmingham currently procures its mosquito control material from Clarke Mosquito Control. The pricing on these products is government regulated by the Department of Agriculture. Clarke is the closest distributor in this area and provides these supplies to other local agencies. We have been pleased with their service and communication with staff about new trends in this area. It is determined no advantage will be gained by the City of Birmingham in bidding out this purchase. Therefore, no competitive bids were obtained for these supplies.

We have been treating the catch basins, approximately 2300, over the past fourteen seasons. This has provided us with a successful program which we continue to re-evaluate. This purchase is for 10 cases of Natular XRT Tablets at \$814.04/case. This application will destroy the mosquito larva and prevent mosquito emergence. Last year the per case cost for this same material was \$806.74.

Over the years, we have used different materials over time to remain effective with the treatments. Mosquitos develop immunity if the same material continues to be used. Attached is a guide for your reference about the material. In a nutshell, Natular provides the perfect balance of efficacy and environmental stewardship. Natular is OMRI (Organic Materials Research Institute) listed and has an unparalleled safety profile. The benefits are all noted in this guide, as well as frequently asked questions about the product.

The Department of Public Services recommends the purchase of this material from Clarke Mosquito Control at a price not to exceed \$8,255.40 which includes shipping. The money has been budgeted in Account #590-536.002-729.0000 Sewer Fund-Operating Supplies for this purchase. Reimbursement from Oakland County for this program this year is \$2,648.39. The reimbursement amount last year was in the amount of \$2,648.39.

SUGGESTED RESOLUTION:

To approve the purchase of the larvicide material from Clarke Mosquito Control in the amount not to exceed \$8,255.40. Further, to waive the normal bidding requirements based on the government regulated pricing for this type of material. Funds for this purchase will come from the Sewer Fund-Operating Supplies Account #590-536.002-729.0000.



NATURALLY DERIVED ACTIVE INGREDIENT

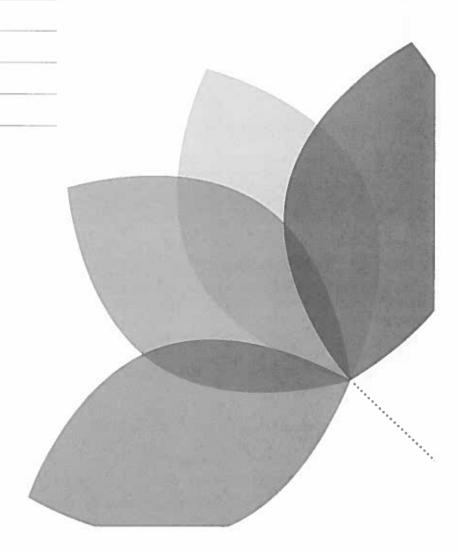
Larvicide for Mosquito Control

Reduced Risk active ingredient

Unique mode of action

Novel class of chemistry for public health

Formulated for sustainable solutions



THE FIRST AND ONLY COMPLETE PORTFOLIO OF LARVICIDES

WITH A NATURALLY DERIVED ACTIVE INGREDIENT

For years there have been only five active ingredient choices for larval control. Now there's a sixth, and it's found only in Natular. With formulations developed and manufactured exclusively by Clarke, its patented ingredient, spinosad, is a product derived from a naturally occurring bacterium. Natular is in a chemical class different from all other larvicides and has a unique mode of action that helps fight resistance. Simply stated, Natular is like no other larvicide on the market.

BENEFITS INCLUDE >>

Reduced Risk active ingredient

The active ingredient in Natular formulations is designated by the E.P.A. as Reduced Risk. This means reduced risks to human health and the environment when compared to other chemical and biochemical larvicides.

Unique mode of action

The unique mode of action of spinosad ensures no cross resistance with other chemistries.

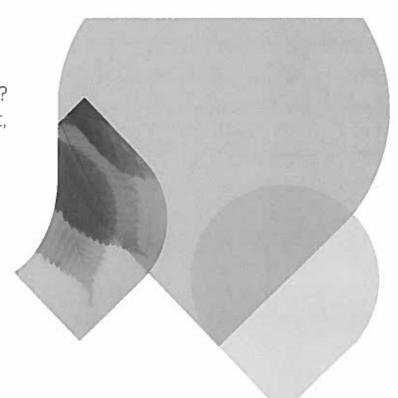
Novel class of chemistry

Natular formulations are Group 5 insecticides — the first public health larvicides in this class—that provide you confident, resistance fighting performance.

Formulated for sustainable solutions

All formulations, except Natular DT are OMRI (Organic Materials Review Institute) Listed, enabling them to be used in and around organic agriculture. The international tablet has not been submitted for review.

What makes Natular so unique? Natular and its active ingredient, spinosad, offer a healthier alternative to protecting the well-being of communities.



Provides the right balance of efficacy with environmental stewardship Offers exceptional control of larvae from the first through early 4th instar stages

Excellent option for resistance management and rotational use

Minimal PPE requirements for application

All formulations of Natular were designed as sustainability solutions Breaks down rapidly in soil spinosad degrades into carbon dioxide and water

Six advanced formulations to fit any habitat

Green Chemistry active lets you use with confidence in your community

WE'RE SETTING NEW BENCHMARKS

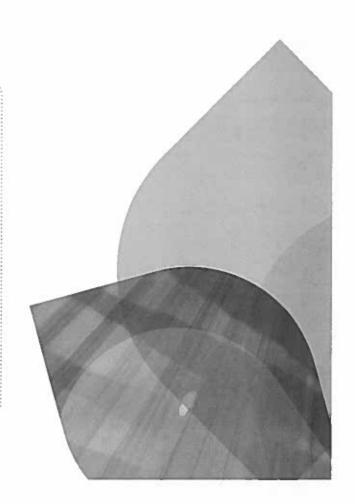
WITH SPINOSAD

Spinosad, a product derived from a naturally ocurring soil bacterium, is the active ingredient in Natular. It provides the perfect balance of efficacy and environmental stewardship. Spinosad has an excellent safety record. It breaks down quickly and does not bioaccumulate in the environment. In addition, all inert ingredients in domestic Natular formulations are included on the EPA's List of Minimal Risk Inert Ingredients.

The Structure

Chemical name: Saccharopolyspora spinosa Common name: Spinosad, a patented combination of spinosyn A and spinosyn D

	SPINOSYN A	SPINOSYN D
Molecular Formula	C ₄₁ H ₆₅ NO ₁₀	C ₄₂ H ₅₇ NO ₁₀
Molecular Weight	731.98	746.00
Color and State	Crystalline Solid, White to Tan	Crystalline Solid, White to Tan
Vapor Pressure (25°C)	3.0 x 10 ⁻¹¹ kPa	2.0 x 10 th kPa
Melting Point	84-100°C	161-170°C
Water Solubility: (20°C)		
pH 5	290 mg/L	28.7 mg/L
pH 7	235 mg/L	0.332 mg/L
pH 9	16'mg/L	0.053 mg/L



The Origins of Spinosad and Natular*

In 1982, a vacationing scientist took a soil sample from a drum that was used to make rum in the Caribbean. From this sample, a new species of bacteria was identified in 1986: Sacchrapolyspora spinosa. (This translates into "spiny sugar.") The bacteria was later fermented in a lab and yielded spinosyns A and D, the most active metabolites of S. spinosa. Together, they comprise spinosad.

In 2002, Clarke acquired the public health development rights to spinosad. After six years and over 35,000 hours of development and regulatory review. Natular larvicides became the first public health label for spinosad, and also the first aquatic use pattern with the active as well.

The First Reduced Risk Larvicide

In 1993, the U.S. Environmental Protection Agency created the Reduced Risk Pesticide Initiative to "encourage the development, registration and use of lower-risk pesticide products, which would therefore result in reduced risks to human health and the environment. when compared to existing alternatīves."

Spinosad, the active ingredient in Natular, is one of only sixteen chemicals registered as a Reduced Risk pesticide and the only Reduced Risk larvicide for mosquito control. According to the EPA, the advantages of Reduced Risk pesticides include:

- Low impact on human health
- Lower toxicity to non-target organisms (birds, fish, plants)
- Low potential for groundwater contamination
- Low use rates
- Low pest resistance potential
- Compatibility with Integrated Pest Management (IPM) practices

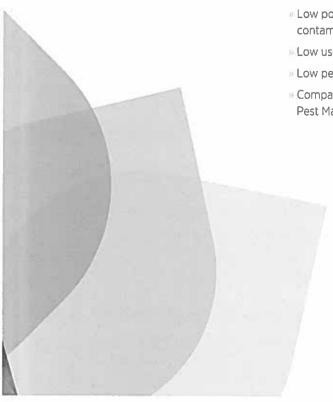
Recipient of The Presidential Green Chemistry Challenge Award

Spinosad is one of only five pesticide products to ever receive the Presidential Green Chemistry Challenge Award*. one of the U.S. Government's highest environmental honors.

Green chemistry, also known as sustainable chemistry, is the design of chemical products and processes that reduce or eliminate the use or generation of hazardous substances. The benefits of green chemistry technologies include:

- Reduced waste, eliminating costly end-of-the-pipe treatments
- Safer products
- Reduced use of energy and resources Green chemistry applies across the life cycle, including the design, manufacture, and use of a chemical product.

*www.epa.gov/greenchemistry



A REVOLUTIONARY MODE OF ACTION THAT'S IDEAL FOR ROTATIONAL USE

Delivering a Unique Mode of Action

The active ingredient in Natular® works like no other larvicide. Spinosad alters the function of insect nicotinic acetylcholine receptors in a unique action that causes continuous nervous impulses. This constant involuntary nervous stimulus causes paralysis and death. The action results primarily by ingestion, as well as by contact with the active.

In a Class by Itself: Group 5

Because of its unique mode of action, spinosad is classified as a Group 5 insecticide by the Insecticide Resistance Action Committee. It's the only active ingredient classified in Group 5 used for mosquito control. Because this class is unique and distinct from all other public health larvicides, this makes the Natular portfolio truly one of a kind.

It also makes an excellent option for resistance management, its novel mode of action and distinct class grouping makes Natular ideal for rotational use since it shows no cross-resistance with existing products used for mosquito control.

Proven Performance

The consistent performance of spinosad — logged and observed in testing and operational work — has demonstrated exceptional control of larvae from the first through early fourth instar stages. Spinosad begins to work immediately upon contact and ingestion; its first visible effects are seen within hours of application. Optimal control is reached within 24-72 hours, sustained at very uniform levels for the labeled control period.

Natular formulations have been very effective in a wide spectrum of habitats in more than 50 domestic tests and 15 international studies. Data has been gathered on more than 20 species and will be expanded as usage increases.

We believe that an important part of being an environmental steward is product rotation. Our product rotation methods maximize the effectiveness of every program by preventing cross-resistance. To help select products for rotation in your program, visit clarke.com/mosquitocontrolproducts to view our full line of product offerings.

FORMULATED TO MEET THE NEEDS OF

ENVIRONMENTALLY SENSITIVE HABITATS

Meets Organic and Sustainable Practice Standards

Natular* larvicides were formulated with a respect for the ever increasing number of communities with green or sustainability programs. All formulations except Natular DT have been listed by OMRI for use in organic production. Just knowing these products can be used in and around organic food production can give you confidence when using in public spaces.

Natular is the first larvicide evaluated as a Reduced Risk product by the EPA. All ingredients in all its formulations are included on the EPA's List of Minimal Risk Inert Ingredients. In fact, spinosad received the EPA's Presidential Green Chemistry Challenge Award in 1999. In addition, two of the portfolio's formulations have been evaluated by WHOPES (World Health Organization Pesticide Evaluation Scheme).

Bottom Line: Natular formulations meet the criteria that make them an excellent choice for not only labeled environmentally-sensitive habitats but also for the growing number of communities with green or sustainable practice guidelines.

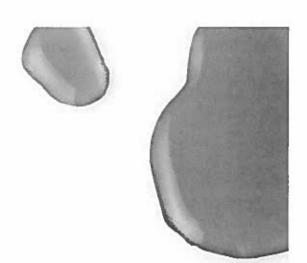
Visit www.epa.gov/opprd001/ workplan/reducedrisk.html for more details.

Introducing NextGen Products

Natular is also the first product to be ranked in the "NextGen" category on the Clarke Eco-Tier™ Index of environmental impact.







Natular is available in six advanced formulations to fit the needs of any habitat. Each formulation offers exceptional handling characteristics and is labeled for only protective eyewear PPE.

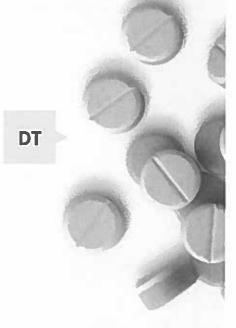
	FORMULATION	CARRIER & APPEARANCE	APPLICATION RATE*	BULK DENSITY
EC	Single-brood liquid	Liquid, dark and slightly cloudy in appearance	1.1 — 2.8 fl oz/ac	9.68 lbs/gal
G	Single-brood granule	Granules made from corn cobs	3.5 — 9 lbs/ac	33 lbs/cf
T30	Multiple-brood 30-day tablet	A dust-free tablet	1/100 sf	6 g/tablet
XRT	Multiple-brood extended release tablet	A dust-free tablet	1/100 sf	40 g/tablet
G30	Multiple-brood extended release granule	Granules made from silica	5 — 20 lbs/ac	85 lbs/cf
DT (not available in US)	Multiple-brood tablet for containerized water	Bi-layer tablet	1/container	1.35 g/tablet

For International Use: Natular DT

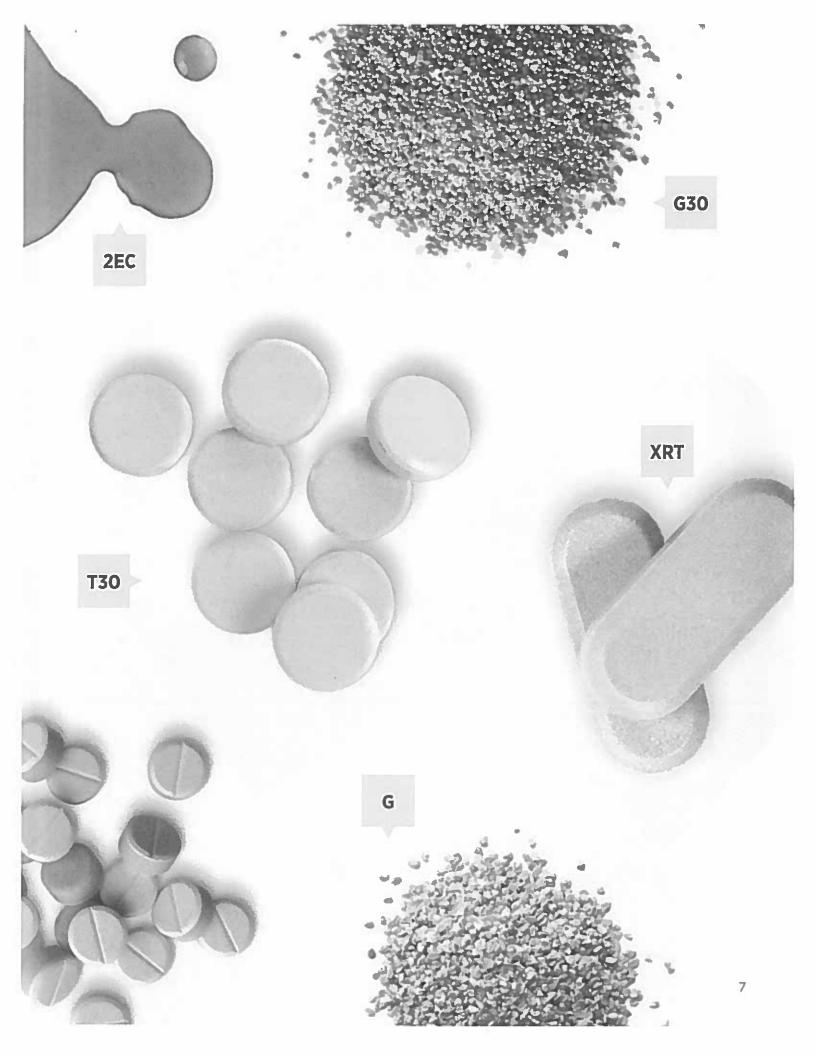
In rural and urban areas of Latin America, the Middle East, Africa and Asia, the need to treat water barrels and other containers is crucial in the fight against Dengue, Yellow Fever and Chikungunya. To meet this need, Clarke developed the innovative bi-layer Natular DT formulation.

One layer works immediately while the second dissolves slowly.

Thus, each tablet can treat a 200 liter barrel of water for more than 60 days. Successfully evaluated by WHOPES, Natular DT has significantly reduced volume requirements, making transportation and storage much easier.



^{*} depending on area of treatment



REDUCING

ENVIRONMENTAL IMPACT

The active ingredient in Natular larvicides, spinosad, is a highly selective insect control product with high potency for target insects but low toxicity toward mammals and other non-target organisms.

Environmental Fate

In Soil: Spinosad degrades readily in the soil environment and is non-persistent. Primary mechanisms of degradation are sunlight photolysis and microbial breakdown. Under field conditions, spinosad breaks down rapidly in the soil with observed half-lives of less than one day, degrading into carbon dioxide and water by the soil microbial community. It is moderately to strongly absorbed by soil particles and is considered to be "relatively immobile to immobile" with regard to leaching.

In Water: In natural water systems, spinosad degrades rapidly in sunlight. A water column half-life of less than one day has been observed in artificial pond systems in outdoor conditions.

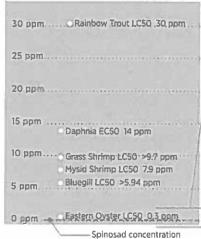
In Animals: Because of its unique mode of action, spinosad is highly selective to insects. In mammals, spinosad is not readily absorbed through the skin; any minute amounts that are absorbed or ingested are rapidly metabolized to inactive by-products, which are excreted. As a result, it has very low acute toxicity. In long term studies, no evidence of carcinogenicity, mutagenicity, or neurotoxicity has been observed.

Toxicity, Mutagencity, Genotoxicity

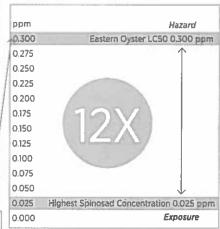
Spinosad is well known to present a relatively low risk to beneficial and non-target insects compared to other broad-spectrum, insecticide products. It is not acutely toxic to terrestrial birds, wildlife, or to fish and most aquatic invertebrates. Investigated in a battery of genotoxicity studies, it has been found to possess no mutagenic potential.

During the six years of development and the operational use of Natular products since introduction in 2009, there have been no observed or validated non-target effects. Many characteristics of spinosad make this possible: low dose rate, rapid breakdown by sunlight, binding to soil, rapid dissolution in water, as well as non-target location and lifecycle at time of application.

Indicator Aquatic & Invertebrate Specie Sensitivity to Spinosad TOXICITY CONCENTRATIONS PPM



Spinosad concentration level with Natular products: 0.015 - 0.025 ppm



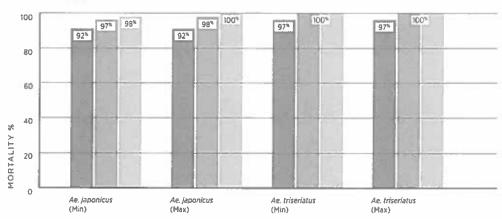
Spinosad demonstrates a 12X margin of safety when comparing exposure to acute toxic hazard.

RESULTS

Natular* EC

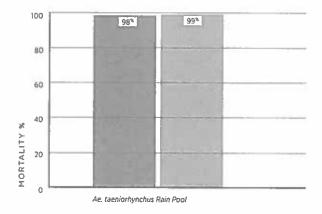
Rate: 1.1 fl oz/ac (Min), 2.8 fl oz/ac (Max)

Location: Kentucky, 2008

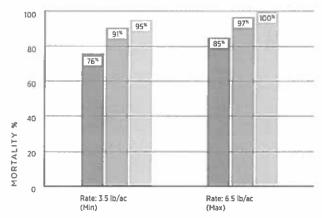




Natular G Rate: 9 lb/ac (Max) Location: Florida, 2008



Natular G Species: *Ae. trivittatus* Location: Kentucky, 2008



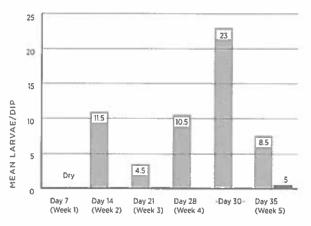
RESULTS

Key:
Unt
Trt

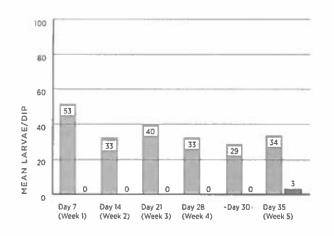
Natular G30

Habitat: Retention Ponds/Ae. vexans-Cx. pipiens

Rate: 10 lb/ac (<Mid) Location: Illinois, 2008

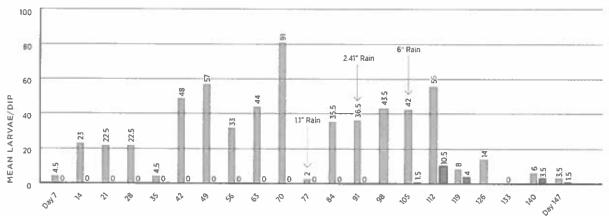












RESULTS

Key:

- Natular 12 lb/Acre
- Natular 12.5 lb/Acre
- Control

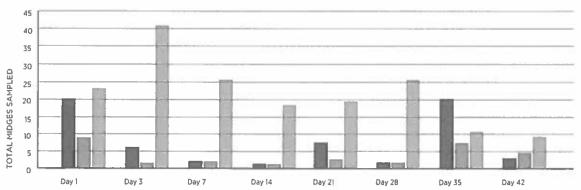
Natular G30

Habitat: Sample from Benthic Soils, Lake Monroe

Rate: 12 lb/Acre and 12.5 lb/Acre

Location: Lake Monroe Florida, Volusia County, 2010

Species: Non-Biting Midge: Glyptotendipes paripes and Chironomus crassicaudatus



*Data provided by Edward D. Northey, Environmental Specialist, Volusia County MC, FL

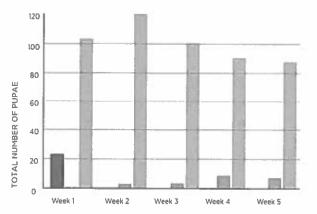


Natular T30 and Natular G30

Location: Kenya Medical Research Institute,

Kisumu, Kenya, 2010

Species: *Anopheles gambiae* Large Simulated Barrow Pit Study

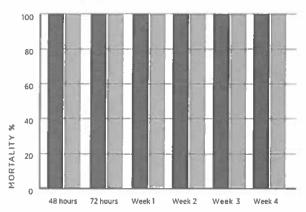




- Natular 5 lb/Acre
- Natular 10 lb/Acre

Natular G30 Habitat: Wetlands Rate: 10lb/A and 5lb/A

Location: Washoe County, Nevada, 2009 Species: Cs. morsitans, Cx. tarsalis



FREQUENTLY ASKED QUESTIONS

Q: What is the active ingredient in Natular* larvicides?

A: Spinosad, It is a naturally derived active ingredient produced during fermentation by the soil organism, *Saccharopolyspora spinosa*. The natural metabolites produced during the fermentation process were termed "spinosyns". Spinosad is the collective term for the two most prominent and most active compounds in the fermentation broth (spinosyn A and spinosyn D). Hence the name "Spinosad".

Q: How is the active ingredient manufactured?

A: Spinosad is produced in a stateof-the-art fermentation facility in the United States, using natural feed-stocks to maintain the fermentation process.

Q: Is spinosad new?

A: No. Spinosad's first global registration was in 1996. Today it's used on more than 250 crops and in consumer and animal health uses in over 85 countries. Although Natular larvicides are the first public health usage of the active.

Q: How does the active ingredient in Natular formulations control mosquito larvae?

A: Spinosad has a novel mode of action; it alters the function of insect nicotinic acetylcholine receptors in a unique manner. Ultimately paralysis sets in upon ingestion and contact and the mosquito larvae don't recover.

Q: Are Natular formulations suitable for use in organic agriculture?

A: All domestic formulations of Natular are listed by the Organic Materials Review Institute (OMRI) for use in and around organic agriculture.

Q: What does Group 5 Insecticide mean on the Natular label?

A: Group 5 is a designation by IRAC (Insect Resistance Action Committee), which is a global industry organization that promotes the development of insecticide resistance management strategies to maintain efficacy and support sustainable agriculture and improved public health. Each group has a distinctly different mode of action. Spinosad is the only active ingredient in Group 5 used for mosquito control. The benefit of this is that it has no cross-resistance with existing products – making Natular an excellent option for resistance management.

Q: What are the inert ingredients in Natular?

A: All inert components in domestic Natular formulations are included in EPA's list of Minimal Risk Inert Ingredients. Inerts are non-synthetic (natural) or are synthetic components which do not contribute to mammalian or aquatic toxicity.

Q: What impact does spinosad have on non-targets?

A: Spinosad is of low acute and chronic toxicity to a wide range of non-target species. Under laboratory conditions, spinosad is toxic to some aquatic invertebrates, primarily upon chronic exposure. Fortunately, the rapid degradation of spinosad in natural aquatic environments prevents the long-term exposure that would be needed for these effects to occur in real world situations.

Q: How effective is Natular in an open / floodwater habitats with sunlight (Aedes vexans)?

A: Excellent, based on numerous cooperator and university trials.

Q: Do Natular larvicides control all of the important mosquito species?

A: Natular formulations have been tested on twenty of the most common vector and nuisance mosquito species and spinosad is effective against all of them. Given the fact that spinosad is a new active ingredient and has a completely unique mode of action; we expect to see consistent performance across all species.

Q: How do Natular™ formulations perform in habitats containing high organic matter?

A: We have seen excellent results in habitats with high concentrations of organic debris with Natular formulations, e.g. polluted water, sewage lagoons, and waters with high concentrations of leaf litter or other organic debris.

Q: How have Natular products performed in catch basins?

A: Both the 30-day Natular T30 and Natular XRT have performed exceptionally well in catch basins – even in the face of significant rain events as well as wet/dry cycles. The 30-day Natular T30 provides 30 days of control, while the XRT has consistently reached full season limits with control up to 180 days.

Q: How does varying amounts of sunlight affect the performance of Natular products?

A: Natular formulations were developed specifically for use in natural mosquito habitats, with single or multi-brood control objectives in mind. To date we have seen very uniform control levels regardless of sunlight intensity, and consistent with the labeled control claim of each Natular formulation.

Q: What about resistance?

A: The active ingredient in Natular products, spinosad, has not previously been used to control mosquitoes, hence there is no resistance to it. Spinosad is in a unique chemical class different from any other current products used in mosquito control, so there is no cross-resistance. Clarke will implement a resistance management program. To manage resistance, Clarke will steward and monitor the applications of these products to ensure consistent use according to label directions.

Q: What is the ecological toxicity of the Natular formulations?

A: Spinosad was registered under the US EPA Reduced Risk program and has favorable environmental characteristics compared to other mosquito larvicides. The active ingredient in Natular larvicides. spinosad, is well known to present a relatively low risk to beneficial and non-target insects compared to other broad-spectrum, insecticide products. Spinosad is not acutely toxic to terrestrial birds, wildlife, or to fish and most aquatic invertebrates. Extensive field experience indicates that spinosad's overall impact on beneficial insects is generally limited and transitory, and spinosad fits well into Integrated Pest Management (IPM) programs.

Q: What impact does spinosad have on non-targets?

A: Spinosad is of low acute and chronic toxicity to a wide range of non-target species. Under laboratory conditions, spinosad is toxic to some aquatic invertebrates, primarily upon chronic exposure. The rapid degradation of spinosad in natural aquatic environments prevents the long-term exposure to levels needed for these effects to occur in real world situations. Indeed, field studies indicate that effect on non-target species is mitigated by virtue of low application rates and rapid dissipation of spinosad.

Q: How do Natular products affect honey bees?

A: Field testing has demonstrated that once liquid spray residues have been allowed to dry for up to 3 hours that spinosad is not harmful to foraging honeybees and bumblebees. Spinosad has been used extensively in more than 85 countries with over 250 registered crop uses since its first launch in agriculture without any reported adverse effects on bees. This would be applicable ONLY TO THE LIQUID formulation. Granular and tablet formulations will not pose a bee hazard.

Q: Why are Natular formulations good rotational products?

A: Natular formulations are the new standard in larvicide control and are excellent as rotational products because they contain a new active ingredient with a distinctly different mode of action. Natular products are a key component in rotational programs for larvicide control. Rotation will help preserve the continued use of existing products.

Q: Is Natular's active Ingredient toxic to mammals? A: Mammals rapidly metabolize spinosad and any by-products are excreted. So spinosad has a very favorable mammalian toxicity profile:

- Low acute tox for both technical and end-use formulations
- No reproductive effects, not a teratogen
- Negative in genotoxicity tests
- Not a carcinogen
- No endocrine effects



Clarke

GLOBAL HEADQUARTERS

675 Sidwell Court, St. Charles, IL 60175

Phone: 1.800.323.5727 1.630.894.2000 Fax: 1.630.443.3070

www.clarke.com

Clarke is a global environmental products and services company. Each year, Clarke helps make communities around the world more livable, safe and comfortable by pioneering, developing and delivering environmentally responsible disease prevention and habitat management solutions. In 2008, Clarke founded The Clarke Cares Foundation, a non-profit created to provide disease prevention support for communities with critical needs.

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MEMORANDUM

Engineering Dept.

DATE: March 27, 2018

TO: Joseph Valentine, City Manager

FROM: Paul T. O'Meara, City Engineer

SUBJECT: Office Development

35975 Woodward Ave.

DTE Energy Street Light Agreement

A new office building is currently under construction at the southwest corner of Woodward Ave. and Oak St. As a part of the site plan approval process, the developer is required to pay for DTE Energy to install the standard CBD street lights on the Oak St. and Old Woodward Ave. frontages of the property.

DTE Energy has prepared the attached contract for the installation of the lights and posts by their contractor. The agreement is identical to those authorized for other street light agreements. The language has been reviewed and approved by the City Attorney's office. Once the agreement has been signed, we will return it to DTE for their signature and execution. Once the work has been completed to our satisfaction, we will invoice the owner for the full amount being charged (\$29,845.74). A final Certificate of Occupancy will not be issued until payment has been received. We expect after the work is complete, we will in turn be invoiced for the value of the work from DTE Energy, which will be charged to the streetscape account 401-901.009-981.0100, in the Capital Projects Fund.

It is recommended that the Commission authorize the Mayor to sign the attached Agreement for Municipal Street Lighting presented by DTE Energy relative to 35975 Woodward Ave. All costs relative to this agreement will be charged to the owner and developer of the property.

SUGGESTED RESOLUTION:

To approve the street light agreement between the City of Birmingham and DTE Energy regarding the installation of street lights at 35975 Woodward Ave. Further, to direct the Mayor to sign the agreement on behalf of the City. All costs relative to this agreement will be charged to the adjacent owner.

Exhibit A to Master Agreement

Purchase Agreement

This Purchase Agreement (this "<u>Agreement</u>") is dated as of October 18, 2017 between The Detroit Edison Company ("<u>Company</u>") and City of Birmingham ("<u>Customer</u>").

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

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

	100-000			
1. DTE Work Order	48672389			
Number:	If this is a conversion or replacement, indicate the Work Order Number for current installed equipment: N/A			
Location where Equipment will be installed:	35975 Woodward Ave in Birmingham, as more fully described on the map attached hereto as Attachment 1.			
3. Total number of lights to be installed:	5			
4. Description of Equipment to be installed (the "Equipment"):	Install (5) – Green Hadco Birmingham style 86 watt LED fixtures mounted on (5) Green Hadco Birmingham style posts on a concrete foundation.			
5. Estimated Total Annual Lamp Charges	\$1,538.40			
6. Computation of Contribution in aid of	Total estimated construction cost, including labor, materials, and overhead:	\$34,460.94		
Construction ("CIAC	Credit for 3 years of lamp charges: \$4,615.20			
Amount")	CIAC Amount (cost minus revenue)	\$29,845.74		
7. Payment of CIAC Amount:	Due promptly upon execution of this Agreement – days.	PO Term 270		
8. Term of Agreement	5 years. Upon expiration of the initial term, this Ag continue on a month-to-month basis until terminat written consent of the parties or by either party wit days prior written notice to the other party.	ed by mutual		
9. Does the requested Customer lighting design meet IESNA recommended practices?	(Check One) YES NO If "No", Customer must sign below and acknowledge that the lighting design does not meet IESNA recommended practices			
	Signature:			
10. Customer Address for Notices:	City of Birmingham 151 Martin St, PO Box 3001 Birmingham, MI 48012 Attn: Paul O'Meara			

11. Special Order Material Terms:

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

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

- A. Customer acknowledges that all or a portion of the Equipment is special order materials ("<u>SOM</u>") and not Company's standard stock. Customer will purchase and stock replacement SOM and spare parts. When replacement equipment or spare parts are installed from Customer's inventory, the Company will credit Customer in the amount of the then current material cost of Company standard street lighting equipment.
- B. Customer will maintain an initial inventory of at least <u>1</u> posts and <u>1</u> luminaires and any other materials agreed to by Company and Customer, and will replenish the stock as the same are drawn from inventory. Costs of initial inventory are included in this Agreement. The Customer agrees to work with the Company to adjust inventory levels from time to time to correspond to actual replacement material needs. If Customer fails to maintain the required inventory, Company, after 30 days' notice to Customer, may (but is not required to) order replacement SOM and Customer will reimburse Company for such costs. Customer acknowledges that failure to maintain required inventory could result in extended outages due to SOM lead times.
- C. The inventory will be stored at **City of Birmingham DPW Yard**. Access to the Customers inventory site must be provided between the hours of 9:00 am to 4:00 pm, Monday through Friday with the exceptions of federal Holidays. Customer shall name an authorized representative to contact regarding inventory: levels, access, usage, transactions, and provide the following contact information to the Company:

Name: Paul O'Meara Title: City Engineer

Phone Number: <u>248-530-1840</u> Email: <u>pomeara@bhamgov.org</u>

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

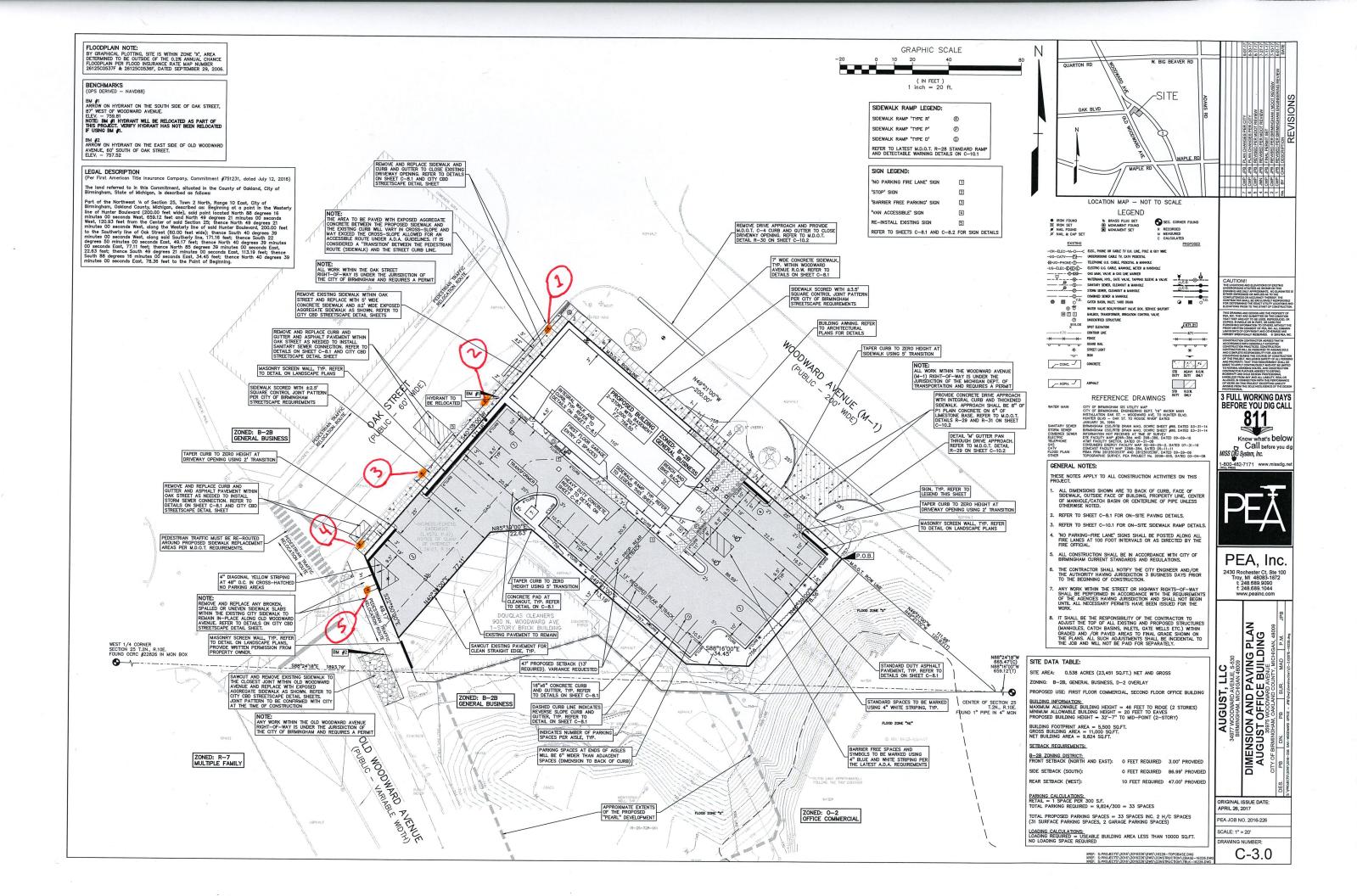
- D. In the event that SOM is damaged by a third party, the Company may (but is not required to) pursue a damage claim against such third party for collection of all labor and stock replacement value associated with the damage claim. Company will promptly notify Customer as to whether Company will pursue such claim.
- E. In the event that SOM becomes obsolete or no longer manufactured, the Customer will be allowed to select new alternate SOM that is compatible with the Company's existing infrastructure.
 - F. Should the Customer experience excessive LED equipment failures, not supported by LED manufacturer warrantees, the Company will replace the LED equipment with other Company supported Solid State or High Intensity Discharge luminaires at the Company's discretion. The full cost to complete these replacements to standard street lighting equipment will be the responsibility of the Customer.

12. Experimental Emerging Lighting Te	chnology (EELT) Terms:
All or a portion of the Equipment consists of	of EELT: (check one) XYES NO
If "Yes" is checked, Customer and Compar	ny agree to the following additional terms.
	or the EELT equipment has been calculated by the d energy and maintenance cost expected with the ipment.
the approved rate schedules will automat under Option 1 Municipal Street Lighting F	PSC Option I tariff for EELT street lighting equipment, ically apply for service continuation to the Customer Rate, as approved by the MPSC. The terms of this 7 of the Master Agreement with respect to any EELT nt.
****	*******
Company and Customer have execuritten above.	cuted this Purchase Agreement as of the date first
Company:	Customer:
The Detroit Edison Company	City of Birmingham
Ву:	By:
Name:	Name:
Titlo	Titlo

Attachment 1 to Purchase Agreement

Map of Location

[To be attached]





MEMORANDUM

Finance Department

DATE:

March 28, 2018

TO:

Joseph A. Valentine, City Manager

FROM:

Kathryn Burrick, Senior Accountant

Mark Gerber, Director of Finance/Treasurer

SUBJECT:

Amendment to 2017-2018 Public Service Contract

The City previously entered into an agreement with NEXT for the 2017-2018 Community Development Block Grant (CDBG) program year. Under the CDBG program, the contract provides for Yard Services, Senior Outreach Services, and Minor Home Repair to resident homeowners administered by NEXT for the City.

At the March 26, 2018, City Commission meeting, the reprogramming of CDBG funds was approved to move program year 2017 funds in the amount of \$17,834 from Minor Home Repair (Account 731227) to the Remove Architectural Barriers project (Account 731619) — Police Department Main Entrance ADA Retrofit. Therefore, it is recommended that the City Commission approve the amendment to the existing contract with NEXT to modify the Minor Home Repair funding portion for program year 2017.

SUGGESTED RESOLUTION:

To approve an amendment of the public services contract with NEXT for the purpose of modifying program year 2017-2018 Community Development Block Grant funds for the Yard Services, Senior Outreach Services, and Minor Home Repair program administered by NEXT; and further, to authorize the Mayor to sign the amendment on behalf of the City.

ADDENDUM TO COMMUNITY DEVELOPMENT BLOCK GRANT PUBLIC SERVICE CONTRACT FOR YARD SERVICES, SENIOR OUTREACH SERVICES, AND MINOR HOME REPAIR PROGRAM AGREEMENT FOR PROGRAM YEAR 2017-2018

THIS AGREEMENT, made as of this <u>28</u> day of <u>Warech</u>, 2018, by and between the City of Birmingham and NEXT provides as follows:

WHEREAS, the City and NEXT entered into a Yard Services, Senior Outreach Services, and Minor Home Repair Program Contract on February 21, 2018 for the Community Development Block Grant program year 2017-2018 to provide for Yard Services, Senior Outreach Services, and Minor Home Repair to resident homeowners of the City of Birmingham;

WHEREAS, the Contract provided that NEXT would administer these services for the City until December 31, 2018 in the funding amounts as follows: \$6,017 for yard services, \$3,300 for senior services, and \$37,268 for minor home repair;

WHEREAS, the City and NEXT agree to modify the funding amount for minor home repair only and other funding amounts will remain the same;

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

- 1. The parties agree to modify the funding amount as follows: \$19,434 for minor home repair.
- 2. All other terms of the original contract that do not conflict with this Agreement shall remain in full force and in effect.

<u>CITY OF BIRMINGHAM</u>	
Andrew M. Harris, Mayor	Date
NEXT	
Olivesti Bram	3/28/2018
Cris Braun, Executive Director	Date



MEMORANDUM

Planning Division

DATE: March 29th, 2018

TO: Joseph A. Valentine, City Manager

FROM: Jana L. Ecker, Planning Director

SUBJECT: Set Public Hearing for Ordinance Amendments to Allow Liquor

Licenses for Hotels in Downtown Birmingham

On February 20th, 2018, the owners of 298 S. Old Woodward submitted a request for a Zoning Ordinance amendment that would allow the use of a liquor license at qualified hotels in Downtown Birmingham, along with a request for ordinance amendments to Chapter 10, Alcoholic Liquors of the City Code to allow liquor licenses to be utilized at hotels in Downtown Birmingham.

On March 28, 2018, the Planning Board conducted a public hearing on the proposed amendments to Chapter 126, Article 2, section 2.37, B-4 Business-Residential, to allow the sale of liquor in hotels in the B-4 zoning district with a valid Special Land Use Permit. In addition, the Planning Board reviewed the associated amendments to Chapter 10, Alcoholic Liquors, Article II to include hotels, although a formal public hearing at the Planning Board was not required. After much discussion, the Planning Board voted to recommend approval to the City Commission of the proposed amendments to Chapter 126, Zoning, Article 2, section 2.37, B-4 Business Residential, to allow the sale of liquor in hotels in the B-4 zoning district with a valid Special Land Use Permit, and to recommend approval of the associated amendments to Chapter 10, Alcoholic Liquors, Article II to include hotels.

Accordingly, the Planning Division requests that the City Commission set a public hearing date of **May 14, 2018** to consider the above ordinance amendments. Please find attached the draft ordinance language for your review. The Planning Board minutes from March 28, 2018 are not yet available.

SUGGESTED ACTION:

To set a public hearing date of May 14, 2018 to consider the following ordinance amendments:

- 1. To amend Chapter 10, Alcoholic Liquors, Article II, Division 5, to allow hotels in Downtown Birmingham to qualify to operate with liquor licenses, similar to theaters;
- 2. To amend Chapter 126, Zoning, Article 2, section 2.37, B-4 Business Residential, to allow the sale of liquor in hotels in the B-4 zoning district with a valid Special Land Use Permit.



MEMORANDUM

Planning Division

DATE: March 20th, 2018

TO: Jana Ecker, Planning Director

FROM: Nicholas Dupuis, Planning Intern

SUBJECT: 298 S. Old Woodward – Daxton Hotel – Request to Allow Liquor

Licenses for Hotels in Downtown Birmingham

On February 20th, 2018, the owners of the above-referenced property submitted a request for a Zoning Ordinance amendment that would allow the use of a liquor license at qualified hotels in Downtown Birmingham. Specifically, the owners of the proposed Daxton Hotel have submitted a request for an amendment to Chapter 10, Alcoholic Liquors, Division 5. - Licenses for Theaters of the City Code to include allowing the use of liquor licenses at hotels in Downtown Birmingham.

In order to permit the use of such hotel licenses, proposed zoning amendments are attached that would allow the sale of liquor at both theaters and hotels downtown, with a Special Land Use Permit, in the B4 (Business-Residential) zone district. The Daxton Hotel is located in the B4 zone district. All proposed amendments to the Zoning Ordinance are required to be reviewed by the Planning Board, and a public hearing at the Planning Board level is required. To ensure full public notice is given, the Planning Board will review and make recommendations to the City Commission on both the proposed amendments to Chapter 10, Alcoholic Liquors, and Chapter 126, Zoning. The City Commission has the final authority to approve or deny the proposed amendments.

SUGGESTED ACTION:

Motion to recommend approval to the City Commission of the proposed amendments to Chapter 126, Zoning, Article 2, section 2.37, B-4 Business Residential, to allow the sale of liquor in hotels in the B-4 zoning district with a valid Special Land Use Permit, and to recommend approval of the associated amendments to Chapter 10, Alcoholic Liquors, Article II to include hotels.

(DOES NOT REQUIRE A FORMAL PUBLIC HEARING AT THE PLANNING BOARD)

city of Birmingham
ORDINANCE NO

AN ORDINANCE TO AMEND PART II OF THE CITY CODE, CHAPTER 10 ALCOHOLIC LIQUORS, ARTICLE II. LICENSES, TO AMEND DIVISION 5 TO ADD LICENSES FOR HOTELS.

THE CITY OF BIRMINGHAM ORDAINS:

Part II of the City Code, Chapter 10 Alcoholic Liquors, Article II. Division 5. – Licenses for Theaters shall be amended to add hotels, as follows:

DIVISION 5. - LICENSES FOR THEATERS AND HOTELS

Sec. 10-100. - Purpose.

The purpose of this division is to establish a policy and conditions to allow the city commission the ability to approve a request to transfer a liquor license into the city in excess of the city's quota licenses if the request is deemed to constitute a substantial benefit to the city for the continuation and development of theaters **or hotels**, and to establish criteria for selecting applicants, and to provide limitations on the influx of new liquor licenses and to insure controlled growth and development regarding liquor licenses and to evaluate the impact of increased liquor licenses on the city. For purposes of this division, theaters shall be defined as a building, part of a building for housing dramatic presentations, stage entertainments or motion picture shows, **and hotels shall be defined as in Chapter 126, Article 9, Section 9.02 of the Zoning Ordinance.**

Sec. 10-101. - Request for transfer of license into city.

Persons desiring to transfer a liquor license from outside the city limits into the city limits in excess of the city's quota licenses shall make an application to the city commission and pay the applicable theater **or hotel** liquor license transfer review fee as set forth in appendix A of this Code. In addition to those items and conditions set forth in section 10-42, the application shall set forth in detail its proposed project, including, but not limited to:

- (1) Utilization of said liquor licenses and details on the number of quota liquor licenses in escrow at the time of application.
- (2) Proposed and/or existing site plan of the property, building floor plan and an operations floor plan.
- (3) An economic impact analysis.
- (4) A copy of the special land use permit application and supporting documentation submitted by the applicant.
- (5) All documentation submitted to the LCC requesting the transfer.
- (6) Full identification and history of the license holder(s) as it pertains to the license proposed to be transferred, including all complaints filed with the state liquor control

commission (LCC) or actions taken by any municipality or the LCC to suspend, revoke or deny the non-renewal of said license and all other documentation setting forth the detail of the existing theater **or hotel**, or proposed theater **or hotel** by the applicant, including the approximate dollar amount of the investment to be made, number of jobs to be created, minimum of 150 seats **for theaters, a minimum of 100 guest rooms for hotels,** and other benefits to the city.

- (7) Information detailing how the proposed operation will create or sustain the theaters **or hotels** in the city.
- (8) Such other items deemed necessary by city administration.

Sec. 10-102. - Application for transfer of liquor license into the city for theater **or hotel** purposes.

- (a) Selection criteria. In addition to the usual factors and criteria used by the city commission for liquor license requests, including those listed in section 10-42, the commission shall consider the following non-exclusive list of criteria to assist in the determination of which of the existing establishment applicants, if any, should be approved:
 - (1) The applicant's demonstrated ability to finance the proposed project.
 - (2) The applicant's track record with the city including responding to city and/or citizen concerns.
 - (3) Whether the applicant has an adequate site plan to handle the proposed liquor license activities.
 - (4) Whether the applicant has adequate health and sanitary facilities.
 - (5) **For theaters only,** the percentage of proceeds from the sale of tickets and food products as compared to the sale of alcoholic beverages.
 - (6) Whether the applicant has outstanding obligations to the city (i.e. property taxes paid, utilities paid, etc.).
- (b) Maximum number of theater **and hotel** licenses. The city commission may approve a maximum of two theater **or hotel** licenses each calendar year in addition to the existing quota licenses otherwise permitted by state law.
- (c) Annual review of need. Every three calendar years, the city commission shall perform a review of the previously approved theater **and hotel** license(s), if any, and the impact of those decisions on the city's downtown. A time for public comment shall be provided.
- (d) If any new transfers of licenses for theaters or hotels are to be considered, the city commission shall set a schedule setting forth when all applicants must submit their application and supporting documentation, when interviews may be conducted and a timeframe within which a decision will be anticipated.

Sec. 10-103. - Transfer within city.

Should a theater **or hotel** license be issued by the city commission, said license is limited to the property proposed and approved and the applicant receiving the approval, and shall not be transferred to another location or person/entity within the city without prior approval of the city commission. Standards to be considered by the city commission and the procedure to be

followed shall include those set forth in section 10-42 and section 10-43. In addition, any expansion of the building located on the property must be approved by the city commission.

Sec. 10-104. - Contract and special land use permit required.

A contract for transfer and a special land use permit are required for all licenses approved under this division. The licensee must comply with all provisions of the contract and special land use permit, and any amendments thereto as a condition of granting of a requested transfer and subsequently maintaining the license under this division.

Sec. 10-105. - Renewals.

Once a license is issued under this division, the license holder must go through the license renewal process set forth in section 10-39 and is subject to the renewal standards set forth in section 10-40. A review of compliance with the contract and special land use permit shall also be included.

Sec. 10-106. - License types, endorsements, additional bar permits.

If a license is issued under this division, the license holder may apply for entertainment, dance and additional bar permits from the state liquor control commission for use only on the premises, but shall not apply for or seek from the state liquor control commission any permit endorsements to its liquor license or seek any change in its license status/class whether available in current state liquor control code or in future state liquor control codes, or amendments thereto, without the prior approval from the city commission.

Sec. 10-107. - Violation of license, contract, special land use permit.

Violations or failures to abide by terms of the liquor license, contract, the special land use permit or this Code shall be grounds for the state liquor control commission to suspend, revoke or not renew the liquor license. Further, should violations occur, or should the applicant fail to complete the project as required by plans and specifications presented to the city commission, or fail to comply with all representations made to the city commission, the city shall be entitled to exercise any or all remedies provided in those documents, in this Code, including but not limited to seeking the revocation of the special land use permit, pursuing breach of contract claims, and all other legal and equitable rights to enforce the terms thereunder. The licensee 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 the liquor license, revocation of the special land use permit, or enforcement of such other rights and remedies, including contractual, as may be available at law or in equity.

Secs. 10-108—10-119 Reserved.	
Ordained this day of	, 2018. Effective upon publication.
	Andrew Harris, Mayor

	Cherilynn Mynsberge, City Clerk
foregoing ordinance was paregular meeting held	rge, City Clerk of the City of Birmingham, do hereby certify that the assed by the Commission of the City of Birmingham, Michigan at a, 2018 and that a summary was published 2018.
	Cherilynn Mynsberge, City Clerk

(REQUIRES A FORMAL PUBLIC HEARING AT THE PLANNING BOARD)

CITY	OF	BIRN	4ING	HAM
ORD	INA	NCE	NO.	

AN ORDINANCE TO AMEND CHAPTER 126, ZONING, OF THE CITY CODE, ARTICLE III, SECTION 2.37 (B4) TO ALLOW THE USE OF LIQUOR LICENSES FOR HOTELS.

THE CITY OF BIRMINGHAM ORDAINS:

Chapter 126 Zoning, Article III, Section 2.37 (B4 Business-Residential) shall be amended as follows:

Permitted Uses

Residential Permitted Uses

- dwelling multiple-family
- dwelling one-family*
- dwelling two-family*
- live/work unit

Institutional Permitted Uses

- church
- community center
- garage public
- government office
- government use
- loading facility off-street
- parking facility off-street
- school private
- school public
- social club

Recreational Permitted Uses

- bowling alley
- outdoor amusement*
- recreational club
- swimming pool public, semiprivate

Commercial Permitted Uses

- auto sales agency
- bakery
- bank
- barber shop/beauty salon
- catering
- child care center
- clothing store
- delicatessen

- department store
- drugstore
- dry cleaning
- flower/gift shop
- food or drink establishment*
- furniture
- greenhouse
- grocery store
- hardware store
- hotel
- jewelry store
- motel
- neighborhood convenience store
- office
- paint
- party store
- · retail photocopying
- school-business
- shoe store/shoe repair
- showroom of electricians/plumbers
- tailor
- theater*

Other Permitted Uses

• utility substation

Other Use Regulations

Accessory Permitted Uses

- alcoholic beverage sales*
- laboratory medical/dental*
- loading facility off-street
- outdoor cafe*
- outdoor display of goods*
- outdoor sales*
- parking facility off-street
- retail fur sales cold storage facility
- sign

Uses Requiring a Special Land Use Permit

- alcoholic beverage sales (on-premise consumption)
- assisted living
- continued care retirement community
- establishments operating with a liquor license obtained under Chapter 10, Alcoholic Liquors, Article II, Division 5, Licenses for Theaters **and Hotels**
- independent hospice facility

independent senior livingskilled nursing facility	
Uses Requiring City Commission Approval • regulated uses*	
*=Use Specific Standards in Section 5.10 Apply	
Ordained this day of, 2	2018. Effective upon publication.
Andrew	Harris, Mayor
Cherilyn	n Mynsberge, City Clerk
I, Cherilynn Mynsberge, City Clerk of the City foregoing ordinance was passed by the Commission regular meeting held, 2018.	n of the City of Birmingham, Michigan at a

Cherilynn Mynsberge, City Clerk

CITY OF BIRMINGHAM Date 02/23/2018 2:25:40 PM Ref 00146174 Receipt 415196 Amount \$1,500.00

5,

APPLICATION FOR ZONING MAP OR ORDINANCE CHANGE Birmingham, Michigan

<u>TO T</u>	HE CITY COMMISSION:	
The u	dersigned hereby makes application to the City Commission to	
1.	Zoning Map Change: CITY OF BIRMINGHAM COMMUNITY DEVELOPMENT DEPARTMENT	
	Change premises described as:	
	No. Street	
	Legal Descriptionfrom its present zoning	
	classification ofto	
	A sealed land survey showing location, size of lot and placement of building (if any) on the lot to scale must be attached.	
	Statements and reason for request or other data have a direct bearing on the request.	
2.	Change premises described as:	
	298 S. Old Woodward Avenue	
	No. Street See Exhibit A attached to this Application	
	Legal Description	
	to be given a hotel-only liquor from its present zoning license pursuant to proposed amendment to Chapter 10, Article II, Divisio	'n
	Ekassifications of Section 10-100 to Section 10-107 of the City Code.	
	A sealed land survey showing location, size of lot and placement of building (if any) on the lot to scale must be attached. N/A	
	Statements and reasons for request or other data have a direct bearing on the request. See letter an proposed ordinance attached to this Application.	ıd
	Signature of Applicant: 1 Change Stormer for Words Stormer	
	Print Name: WoodWard Brown Ventures, LLC c/o Richard Rattner, Esq.	
	Name of Owner: WoodWard Brown Ventures, LLC	
	Address and Telephone Number: Williams, Williams, Rattner & Plunkett, P.C.	

380 N. Old Woodward Ave, Suite 300

Birmingham, MI 48009

(248) 642-0333



Williams Williams Rattner & Plunkett, P.C. Attorneys and Counselors

380 North Old Woodward Avenue Suite 300 Birmingham, Michigan 48009

Tel: (248) 642-0333 Fax: (248) 642-0856

rdr@wwrplaw.com

Richard D. Rattner

February 20, 2018

Birmingham City Commission City of Birmingham 151 Martin Street Birmingham, MI 48009

Re: Daxton Hotel Liquor License Request

Dear Birmingham City Commission:

The Daxton Hotel of 298 S. Old Woodward Avenue requests permission to obtain from the City a hotel-only Class C liquor license.

This license will be used by the Daxton to service its adult hotel guests, special event patrons, and bar and restaurant customers. Having a license at the Daxton would allow the hotel to compete in a very competitive market, and allows this new, first-class hotel to offer the best services to our citizens. Our area has numerous hotels and those that offer full services facilities are all licensed. Such hotels, include, by example, the Townsend in Birmingham, the Somerset Inn Troy, and The Kingsley Inn and CenterPoint Marriott in Bloomfield Hills. The license enables these hotels to offer special event services for weddings and parties, as well as to operate restaurants and bars within the hotels.

It is essential to provide hotel patrons and hotel guests with every amenity in order to ensure the success of the Daxton as a destination in Downtown Birmingham. The Daxton is a new development for Birmingham and will bring the unique design of a boutique hotel to Downtown. The hotel owners are investing considerable capital into the Daxton in order to develop it to the highest standards as a luxury property and point of destination. The Daxton will have a restaurant, bar and grill, wine bar, and retail establishments at street level, activating the block with pedestrian traffic, social engagement, and commerce.

We ask the City to allow a hotel-only license, as it recently was able to do for theater-only licenses. Such hotel-only licenses would enable the City to place whatever controls it feels appropriate on the newly created license.

We respectfully request that the City find a way through a SLUP or some other vehicle to allow a "hotel-only" license. The SLUP procedure ensures that the City may control the licensed activity and attach reasonable conditions to the privilege of operating a first-class hotel in Birmingham.



Thank you for your consideration regarding this matter.

Very truly yours,

WILLIAMS, WILLIAMS, RATTNER & PLUNKETT, P.C.

RDR/cmc

cc:

Joseph A. Valentine

Jana Ecker

Division 5- Licenses for Theaters and Hotels Section 10-100 – Purpose.

The purpose of this division is to establish a policy and conditions to allow the city commission the ability to approve a request to transfer a liquor license into the city in excess of the city's quota licenses if the request is deemed to constitute a substantial benefit to the city for the continuation and development of theaters or hotels, and to establish criteria for selecting applicants, and to provide limitations on the influx of new liquor licenses and to insure controlled growth and development regarding liquor licenses and to evaluate the impact of increased liquor licenses on the city. For purposes of this division, theaters shall be defined as a building, part of a building for housing dramatic presentations, state entertainments or motion picture shows, and hotels shall be defined as set forth in Article 9 of this Code.

(Ord. No. 2212, 2-13-17)

Sec. 10-101 - Request for Transfer of license into city.

Persons desiring to transfer a liquor license from outside the city limits into the city limits in excess of the city's quote licenses shall make an application to the city commission and pay the applicable theater or hotel liquor license transfer review fee as set forth in appendix A of this Code. In addition to those items and conditions set forth in section 10-42, the application shall set forth in detail its proposed project, including, but not limited to:

- (1) Utilization of said liquor licenses and details on the number of quota liquor licenses in escrow at the time of application.
- (2) Proposed and/or existing site plan of the property, building floor plan and an operations floor plan.
- (3) An economic impact analysis.
- (4) A copy of the special land use permit application and supporting documentation submitted by the applicant.
- (5) All documentation submitted to the LCC requesting the transfer.
- (6) Full identification and history of the license holder(s) as it pertains to the license proposed to be transferred, including all complaints filed with the state liquor control commission (LCC) or actions taken by any municipality or the LCC to suspend, revoke or deny the non-renewal of said license and all other documentation setting forth the detail of the existing theater or hotel or proposed theater or hotel by the applicant, including the approximate dollar amount of the investment to be made, number of jobs to be created, minimum of 150 seats for a theater and minimum of ____ guest rooms for a hotel and other benefits to the city.

Division 5 - Licenses for Theaters and Hotels Page 2

- (7) Information detailing how the proposed operation will create or sustain development in the city consistent with the master plan.
- (8) Such other items deemed necessary by city administration.

(Ord. No. 2212, 2-13-17)

Sec. 10-102- Application for transfer of liquor license into the city for theater or hotel purposes.

- (a) Selection criteria. In addition to the usual factors and criteria used by the city commission for liquor license requests, including those listed in section 10-42, the commission shall consider the following non-exclusive list of criteria to assist in the determination of which of the existing establishment applicants, if any, should be approved:
- (1) The applicant's demonstrated ability to finance the proposed project.
- (2) The applicant's track record with the city including responding to city and/or citizen concerns.
- (3) Whether the applicant has an adequate site plan to handle the proposed liquor license activities.
- (4) Whether the applicant has adequate health and sanitary facilities.
- (5) The percentage of proceeds from room rental fees, charges for special events and food sales as compared to the sale of alcoholic beverages.
- (6) Whether the applicant has outstanding obligations to the city (i.e. property taxes paid, utilities paid, etc.).
- (b) Maximum number of theater and hotel licenses. The city commission may approve a maximum of ___ theater licenses and __ hotel licenses each calendar year in addition to the existing quota licenses otherwise permitted by state law.
- (c) Annual review of need. Every three calendar years, the city commission shall perform a review of the previously approved theater and hotel license(s), if any, and the impact of those decisions on the city's downtown. A time for public comment shall be provided.
- (d) If any new transfers of licenses for theaters or hotels are to be considered, the city commission shall set a schedule setting forth when all applicants must submit their application and supporting documentation, when interviews may be conducted and a timeframe within which a decision will be anticipated.

Division 5 - Licenses for Theaters and Hotels Page 3

(Ord. No. 2212, 2-13-17)

Sec. 10-103 -Transfer within city.

Should a theater or hotel license be issued by the city commission, said license is limited to the property proposed and approved and the applicant receiving the approval, and shall not be transferred to another location or person/entity within the city without prior approval of the city commission. Standards to be considered by the city commission and the procedure to be followed shall include those set forth in section 10-42 and section 10-43. In addition, any expansion of the building located on the property must be approved by the city commission.

(Ord. No. 2212, 2-13-17)

Sec. 10.104 - Contract and special land use permit required.

A contract for transfer and a special land use permit are required for all licenses approved under this division. The licensee must comply with all provisions of the contract and special land use permit, and any amendments thereto as a condition of granting of a requested transfer and subsequently maintaining the license under this division.

Sec. 10.105 - Renewals.

Once a license is issued under this division, the license holder must go through the license renewal process set forth in section 10-39 and is subject to the renewal standards set forth in section 10-40. A review of compliance with the contract and special land use permit shall also be included.

Sec. 10.106 - License types, endorsements, additional bar permits.

If a license is issued under this division, the license holder may apply for entertainment, dance and additional bar permits from the state liquor control commission for use only on the premises, but shall not apply for or seek from the state liquor control commission any permit endorsements to its liquor license or seek any change in its license status/class whether available in current state liquor control code or in future state liquor control codes, or amendments thereto, without the prior approval from the city commission.

(Ord. No. 2212, 2-13-17)

Sec. 10.107 - Violation of license, contract, special land use permit.

Violations or failures to abide by terms of the liquor license, contract, the special land use permit or this Code shall be grounds for the state liquor control commission to suspend, revoke or not renew the liquor license. Further, should violations occur, or should the applicant fail to complete the project as required by plans and specifications presented to the city commission, or

Division 5 - Licenses for Theaters and Hotels Page 4

fail to comply with all representations made to the city commission, the city shall be entitled to exercise any or all remedies provided in those documents, in this Code, including but not limited to seeking the revocation of the special land use permit, pursuing breach of contract claims, and all other legal and equitable rights to enforce the terms thereunder. The licensee 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 the liquor license, revocation of the special land use permit, or enforcement of such other rights and remedies, including contractual, as may be available at law or in equity.

(Ord. No. 2212, 2-13-17)



MEMORANDUM

Planning Division

DATE: March 29th, 2018

TO: Joseph A. Valentine, City Manager

FROM: Jana L. Ecker, Planning Director

SUBJECT: Set Public Hearing for Special Land Use Permit & Final Site Plan

Review for 260 N. Old Woodward - The Morrie

The subject site, 260 N. Old Woodward, is located within the Palladium Building in the former Au Cochon and Arthur Avenue restaurant spaces just north of the Hamilton Row and N. Old Woodward intersection. The applicant is proposing a restaurant serving alcoholic liquors, named The Morrie. The concept will be based on The Morrie concept currently based in Royal Oak, and will feature a casual dining style with eclectic roadhouse cuisine. The applicant is proposing the renovated 7,952 sq. ft. restaurant space to contain 214 indoor seats and 16 outdoor seats on a raised platform. Thirty-three of the proposed indoor seats will surround a bar and 240 sq. ft. raised performance stage for live entertainment. The owner of the building currently has a liquor license that may be utilized in this space, and The Morrie is proposing to utilize the license.

On March 28, 2018, the Planning Board conducted a public hearing on the above application for a Special Land Use Permit and Final Site Plan Review for The Morrie. After much discussion, the Planning Board voted unanimously to recommend approval to the City Commission of The Morrie at 260 N. Old Woodward.

Accordingly, the Planning Division requests that the City Commission set a public hearing date of **May 14, 2018** to consider the above request for a Special Land Use Permit. Please find attached the Planning Board staff report and application attachments for your review. The Planning Board minutes from March 28, 2018 are not yet available.

SUGGESTED ACTION:

To set a public hearing date of May 14, 2018 to consider a Special Land Use Permit & Final Site Plan for 260 N. Old Woodward — The Morrie, to allow the operation of a restaurant, serving alcoholic liquors, and providing live entertainment.

THE MORRIE 260 N. OLD WOODWARD SPECIAL LAND USE PERMIT AMENDMENT 2018

- WHEREAS, The Morrie filed an application pursuant to Article 7, section 7.34 of Chapter 126, Zoning, of the City Code to operate a food and drink establishment in the B4 zone district in accordance Article 2, Section 2.37 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, north of Hamilton Row;
- WHEREAS, The land is zoned B-4, and is located within the Downtown Birmingham Overlay District, which permits the operation of food and drink establishments serving alcoholic beverages 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 applicant submitted an application for a Special Land Use Permit and Final Site Plan to open a new restaurant, The Morrie, with live entertainment in the former Au Cochon and Arthur Avenue spaces;
- WHEREAS, The Planning Board on March 28, 2018 reviewed the application for a Special Land Use Permit and Final Site Plan Review and recommended approval of The Morrie with the condition that the applicant revises the proposed signage to comply with the overlay signage standards.
- WHEREAS, The applicant has agreed to comply with the conditions of approval recommended by the Planning Board;
- WHEREAS, The HDC reviewed the application for Historic Design Review and recommended approval on November 15, 2017;
- WHEREAS, The Birmingham City Commission has reviewed The Morrie's Special Land Use Permit Amendment application and the standards for such review as set forth in Article 7, section 7.36 of Chapter 126, Zoning, of the City Code;

- NOW, THEREFORE, BE IT RESOLVED, The Birmingham City Commission finds the standards imposed under the City Code have been met, subject to the conditions below, and that The Morrie's application for a Special Land Use Permit Amendment and Final Site Plan at 260 N. Old Woodward 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. The Morrie shall be permitted to provide entertainment in accordance with their entertainment permit issued by the MLCC;
 - 2. The Morrie shall abide by all provisions of the Birmingham City Code; and
 - 3. The Special Land Use Permit may be canceled by the City Commission upon finding that the continued use is not in the public interest including, but not limited to, violations of the state law or Birmingham City Code.
- 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, The Morrie 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 The Morrie 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 The Morrie is recommended for the operation of a food and drink establishment serving alcoholic beverages on premises with a Class C Liquor License, at 260 N. Old Woodward, Birmingham, Michigan, 48009, above all others, pursuant to Chapter 10, Alcoholic Liquors, of the Birmingham City Code, subject to final inspection.
- I, Cherilynn Mynsberge, 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 14, 2018.

Cherilynn Mynsberge, City Clerk



Special Land Use Permit Application Planning Division

Form will not be processed until it is completely filled out.

1. Applicant Name: AFB HOSPITALITY GROWF LLC Address: 27387 WOODWARD AVE BERKLEY MI 48072 Phone Number: 248-629-9221 x 201 Fax Number: Email Address: AFB @ AFB HOSPITALITY GROWP. COP	Property Owner Name: JORDAN JONNA Address: 4036 TELEGRAPH RD SUITE 201 BLOOMFIELD HILLS MI 48302 Phone Number: 248-431-0350 Fax Number: 248-593-6203 (Email Address: JJONNA @AFJONNA.COM	
2. Applicant's Attorney/Contact Person Name: KELLY ALLEN Address: 40950 WOODWARD AVE. BLOOMFIELD HILLS MI 48304 Phone Number: 248-540-7400 Fax Number: Email Address: KALLEN @ ANAFIRM. COM	Project Designer/Developer Name: BIODISON ARCHITECTORE Address: 320 MARTIN ST LLIO BIRMINGHAM MI 48009 Phone Number: 248-554-9500 Fax Number: Email Address:	
3. Required Attachments		
Warranty Deed with legal description of property Required fee (see Fee Schedule for applicable amount) Fifteen (15) folded copies of plans including a certified land survey, color elevations showing all materials, site plan, landscape plan, photometric plan, and interior plan Photographs of existing site and buildings Samples of all materials to be used	Catalog sheets for all proposed lighting, mechanical equipment & outdoor furniture An itemized list of all changes for which approval is requested Completed Checklist Digital copy of plans One (1) additional set of plans mounted on a foam board, including a color rendering of each elevation	
4. Project Information		
Address/Location of Property: 260 N. OLD WOODWARD ANE. BIRMINGHAM MI 48009 Name of Development: Sidwell #: Current Use: Proposed Use: A-2 RESTAURANT Area in Acres: Current Zoning: D-4 OURLAY Zoning of Adjacent Properties: D-4 OURLAY /P Is there a current SLUP in effect for this site?: Is property located in the floodplain?	Name of Historic District site is in, if any: Date of HDC Approval, if any: Date of Application for Preliminary Site Plan: Date of Preliminary Site Plan Approval: Date of Application for Final Site Plan: Date of Final Site Plan Approval: Date of Revised Final Site Plan Approval: Date of Final Site Plan Approval: Date of DRB approval, if any: Date of Last SLUP Amendment: Will proposed project require the division of platted lots?	
5. Details of the Nature of Work Proposed (Site plan & design elements)		
INTERIOR RENOVATION, EXIST RESTROOM TO REMAIN, BACKE STORE FRONT GLAZING TO TO BE RENOVATED	LING KITCHEN TO REMAIN, ROOM TO REMAIN, EXISTING REMAIN, EXTERIOR SIGNAGE	

6. Buildings and Structures ALREADY ESTABLI	SHET
Number of Buildings on site:	Use of Buildings: Height of rooftop mechanical equipment:
Height of Building & # of stories:	reight of footop mechanical equipment.
7. Floor Use and Area (in square feet)	
Commercial Structures:	C9 4.7
Total basement floor area:	Office space: 59 5F
Number of square feet per upper floor: Total floor area: 7, 952 SF (NEW RESTAURANT)	Retail space: N/A
Total floor area: 1,9525F (NEW RESTAURANT)	Industrial space: A/A Assembly space: 4, 741 SF
Floor area ratio (total floor area divided by total land area):	Assembly space: 4, 141 3F
Open space:	Seating Capacity: 251 Maximum Occupancy Load: 309
Percent of open space:	Maximum Occupancy Load: 35 1
Residential Structures:	
Total number of units:	Rental units or condominiums?:
Number of one bedroom units:	Size of one bedroom units:
Number of two bedroom units:	Size of two bedroom units:
Number of three bedroom units:	Size of three bedroom units:
Open space:	Seating Capacity:
Percent of open space:	Maximum Occupancy Load:
8. Required and Proposed Setbacks ALREADY	
Required front setback:	Proposed front setback:
Required rear setback:	Proposed rear setback:
Required total side setback:	Proposed total side setback:
Side setback:	Second side setback:
9. Required and Proposed Parking ALREADY	ESTABLISHED
Required number of parking spaces:	Proposed number of parking spaces:
Typical angle of parking spaces:	Typical size of parking spaces:
Typical width of maneuvering lanes:	Number of spaces < 180 sq. ft.:
Location of parking on the site:	Number of handicap spaces:
Location of off site parking:	Shared Parking Agreement?:
Number of light standards in parking area:	Height of light standards in parking area:
Screenwall material:	Height of screenwall:
10. Landscaping ALREADY ESTABLISHE	
Location of landscape areas:	Proposed landscape material:
	MANAGEMENT OF A SAME AND A SAME A
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RESIDES A SECUNDARY PROPERTY AND	

11. Streetscape EXISTING Sidewalk width: MIN 51-0" Description of benches or planters: Number of benches: Number of planters: Species of existing street trees: Number of existing street trees: Number of proposed street trees: Species of proposed street trees: Streetscape Plan submitted?: 12. Loading EXISTING Required number of loading spaces: Proposed number of loading spaces: Typical angle of loading spaces: Typical size of loading spaces: Height of screenwall: 13. Exterior Trash Receptacles € XISTING Required number of trash receptacles: Proposed number of trash receptacles: Location of trash receptacles: Size of trash receptacles: Screenwall material: Height of screenwall: 14. Mechanical Equipment ALREADY ESTABLISHED Utilities & Transformers: Number of ground mounted transformers: Location of all utilities & easements: Size of transformers (LxWxH): Number of utility easements: Height of screenwall: Screenwall material: Ground Mounted Mechanical Equipment: EXISTING Number of ground mounted units: Location of all gournd mounted units: Size of ground mounted units (LxWxH): Height of screenwall: Screenwall material: Rooftop Mechanical Equipment: EXISTING Number of rooftop units: Location of all ground mounted units: Type of rooftop units: Size of rooftop units (LxWxH): Screenwall material: Height of screenwall: Location of screenwalls: Percentage of rooftop covered by mechanical units: Distance from units to rooftop units to screenwall:

15. Accessory Buildings	s N/A		
Number of accessory buildings: Location of accessory buildings		Size of accessory Height of accessor	y buildings:sory buildings:
16. Building Lighting \in	XISTING CITY LIG	THT POLE	%
Number of light standards on bu Size of light fixtures (LxWxH):	uilding:	Type of light star Height from grad	andards on building:de:
Maximum wattage per fixture: Light level at each property line	×	Proposed wattage Number & locati	ge per fixture:tion of holiday tree lighting receptacles:
the applicant to advise the approved site plan or Speci procedures and guidelines	Planning Division and / or Buil ial Land Use Permit. The unde for site plan review and Special	ding Division of ersigned further I Land Use Pern	nderstands that it is the responsibility of of any additional changes made to an r states that they have reviewed the mits in Birmingham and have complied d meeting when this application will be
Signature of Owner:/ Print Name:	Jordan Jonna		Date: $\frac{2/1/2018}{}$
Signature of Applicant: Print Name:	AMRON F. Bolen		Date: 2/1/2018
Signature of Architect: Date: 2/1/18 Print Name: Kavin Biddison			
	Office U	Ise Only	
Application #:			Fee:
Date of Approval:	Date of Denial:		Accepted by:

OAKLAND COUNTY TREASURERS CERTIFICATE
I HEREBY CERTIFY that there are no TAX LIENS or TITLES
held by the state or any individual against the within description
and all TAXES on same are paid for five years previous to the
date of this instrument as appears by the records in the office
except as stated.

ler-

APR 23 2014

1.00

ANDREW E. MEISNER, County Treasurer Sec. 135, Act 206, 1893 as amended 78470
LIBER 46980 PAGE 443
\$19.00 DEED - COMBINED
\$4.00 REMONUMENTATION
04/23/2014 04:28:55 P.M. RECEIPT# 37699
PAID RECORDED - OAKLAND COUNTY
LISA BROWN, CLERK/REGISTER OF DEFDS

003439

COVENANT DEED ()

THIS COVENANT DEED, dated as of April <u>33</u>, 2014, from **CROWLEY-WILLITS RETAIL, L.L.C.**, a Delaware limited liability company ("Grantor") having an address of c/o The Related Companies, L.P., 60 Columbus Circle, New York, New York 10023 to **The Palladium of Birmingham, LLC**, a Michigan limited liability company (the "Grantee") having an address of 4036 Telegraph Road, Suite 201, Bloomfield Hills, Michigan 48302.

WITNESSETH

That said Grantor, in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, convey and warrant unto Grantee, its successors and assigns, all of Grantor's right, title and interest in and to the parcel or parcels of land described in Exhibit A hereto (the "Real Estate"), together with the appurtenances and rights of Grantor with respect to the Real Estate, and Grantor's interest in the buildings, structures and other improvements, including the building fixtures therein, now or hereafter located on and permanently annexed to the Real Estate, (the "Improvements"), which Improvements are and shall remain real property. The Real Estate and Improvements are collectively referred to herein as the "Property".

TO HAVE AND TO HOLD the Property together with the appurtenances and all the estate and rights of Grantor in and to the Property, unto the Grantee, its successors and assigns forever. It is the intent of Grantor by virtue of this instrument to transfer to Grantee all of Grantor's entire interest in the Property.

Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend all and singular the title to said estate in the Property unto the said Grantee, its successors and assigns, against all and every person or persons whomsoever lawfully claiming or to claim the same by, through, or under Grantor, subject only to those validly existing encumbrances, easements, conditions and restrictions relating to the hereinabove described Property as now reflected by the real estate records of the Register of Deeds for Oakland County of Michigan and those matters listed on Exhibit B attached hereto and made a part hereof.



CONSIDERATION: For the full consideration as set forth in the Real Estate Transfer Tax Valuation Affidavit, the receipt and adequacy of which is hereby acknowledged.

OK - AN

This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

IN WITNESS WHEREOF, said Grantor has caused these presents to be executed as of the date first above written.

the date first abo	ove written.	
*		CROWLEY-WILLITS RETAIL, L.L.C., a Delaware limited liability company
		By:
STATE OF	w York)	
STATE OFCOUNTY OF) ss: Lings)	•
Gopal Lajego Delaware limite	ouda, an Authorized (nowledged before me this <u>21</u> day of April, 2014 by Officer of CROWLEY-WILLITS RETAIL, L.L.C., a / She is personally known to me (or has produced.
[Notarial Seal]	ERIN M. CUNNINGHAM Notary Public, State of New York No. 01CU6283130 Qualified in Kings County Commission Expires 5/28/2017	Notary Public Kings Acting in New York County, Michigan New York County
DRAFTED BY Richard A. Zussma Jaffe, Raitt, Heuer 27777 Franklin Ro Southfield, Michig	an & Weiss, P.C. ad, Suite 2400	My Commission Expires: 5/28/2017
AFTER RECO	RDING, RETURN TO:	When Recorded Return to: Title Source, Inc

Commercial Team 662 Woodward Avenue Detroit, MI 48226 TSI#:58844352 INV

SEND SUBSEQUENT TAX BILLS TO: Grantee

TAX INDEX NOS.: 19-25-453-011

EXHIBIT A

LEGAL DESCRIPTION

Land situated in the City of Birmingham, County of Oakland, State of Michigan, described as:

PARCEL 1

Part of Lots 50, 53, 56 and 57, ASSESSOR'S PLAT NO. 21, according to the recorded plat thereof, as recorded in Liber 54 of Plats, page 19, Oakland County Records, beginning at the Southwest corner of Lot 51, thence North 35 degrees 11 minutes 35 seconds West 128.29 feet, thence North 54 degrees 51 minutes 55 seconds East 222.63 feet, thence South 30 degrees 00 minutes 55 seconds East 132.74 feet, thence South 08 degrees 33 minutes 06 seconds East 52.76 feet, thence South 82 degrees 28 minutes 25 seconds West 110.96 feet, thence South 54 degrees 39 minutes 25 seconds West 88.72 feet to Beginning.

Also all of Lots 51, 52, 58 and 59 of said Subdivision.

PARCEL 2:

Part of Lots 53, 56 and 57, ASSESSOR'S PLAT NO. 21, according to the plat thereof, as recorded in Liber 54 of Plats, page 19, Oakland County Records, beginning at point distant 128.29 feet from the Southwest corner of Lot 51, thence North 35 degrees 11 minutes 35 seconds West 25 feet, thence North 54 degrees 51 minutes 55 seconds East 224.90 feet, thence South 30 degrees 00 minutes 55 seconds East 25.10 feet, thence South 54 degrees 51 minutes 55 seconds West 222.63 feet.

EXHIBIT B

PERMITTED EXCEPTIONS

- 1. Liens for taxes and assessments which are not yet due and payable.
- 2. Right of Way granted to The Detroit Edison Company recorded February 22, 1973 in Liber 6249, Page 128.
- 3. Resolution recorded July 2, 1984 in Liber 8715, Page 120.
- 4. Terms and Conditions of Consent Judgment recorded November 12, 1999 in Liber 20789, Page 58.
- 5. Building and zoning laws and ordinances for the municipality where the Property is located and any county, state or federal regulations affecting the Property.
- 6. Matters that would be disclosed by an accurate survey of the Property.

PROPOSED BUILDING RENOVATION FOR:

The Morrie

PROJECT LOCATION:

260 N OLD WOODWARD AVE, BIRMINGHAM, MI 48009 ZONED: D-4 OVERLAY

APPLICANT INFORMATION

AFB HOSPITALITY GROUP LLC 27387 WOODWARD AVE. BERKLEY MI 48072

T. 248.629.9221X201. E. AFB@AFBHOSPITALITYGROUP.COM

GENERAL CONTRACTOR:

TOWER CONSTRUCTION
3883 TELEGRAPH RD., SUITE 200.
BLOOMFIELD TWP., MI 48302

P. 248.287.8200 F. 248.287.8203

SHEET INDEX:

T.101 TITLE SHEET

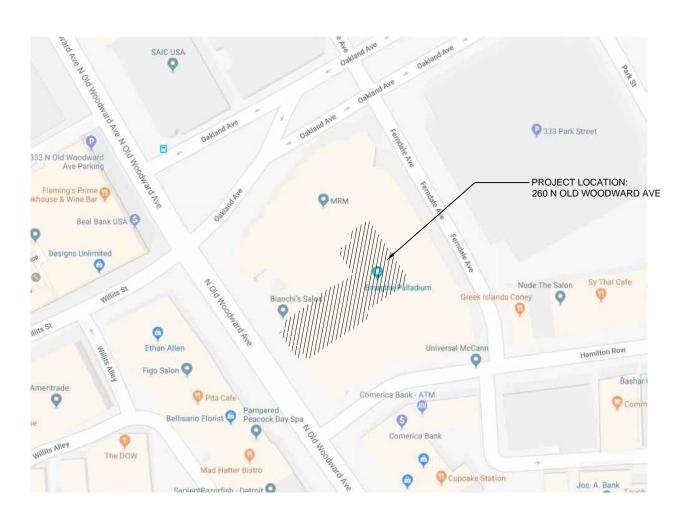
A.101 FLOOR PLAN

A.201 EXTERIOR ELEVATION

A.301 INTERIOR PERSPECTIVE IMAGES
A.302 INTERIOR PERSPECTIVE IMAGES

THE BUILDING IS PROVIDED WITH A FULLY AUTOMATIC FIRE PROTECTION SPRINKLER SYSTEM INSTALLED (FIRE SUPPRESSION SYSTEM) - WORK WILL BE DESIGNED TO MEET M.B.C. REQUIREMENTS AND CITY OF BIRMINGHAM INSPECTION & PERMIT APPROVAL. FACTORY MUTUAL STANDARDS AND

INSPECTION & PERMIT APPROVAL. FACTORY MUTUAL STANDARDS AND SPECIFICATIONS SHALL ALSO BE USED WHERE NOT OTHERWISE IN CONFLICT WITH LOCAL STANDARDS. SPRINKLER CONTRACTOR SHALL BE FULLY LICENSED AND BE RESPONSIBLE FOR PREPARATION OF ENGINEERED DRAWINGS, SUBMISSION OF DRAWINGS TO ALL LOCAL AND STATE AGENCIES FOR APPROVAL AND FOR COORDINATION OF REQUIREMENTS WITH OWNERS AND TENANTS INSURANCE CARRIER.







320 Martin Street Suite 10
Birmingham, Michigan 48009
t:248.554.9500
Contact Person: Kevin Biddison
e.mail: kb@biddison-ad.com

Consultants

Project data

GOVERNING CODES:

2015 MICHIGAN BUILDING CODE 2015 MICHIGAN PLUMBING CODE 2015 MICHIGAN MECHANICAL CODE 2015 MICHIGAN REHABILITATION CODE 2015 INTERNATIONAL FUEL GAS CODE MICHIGAN ELECTRICAL CODE, 2014 N.E.C. W/ PART 8 STATE AMENDMENTS ICC/ANSI A117.1-2015 AND MICHIGAN BARRIER FREE DESIGN LAW OF PUBLIC ACT 1 OF 1966 AS AMENDED. MICHIGAN UNIFORM ENERGY CODE RULES PART 10 WITH ANSI/ASHRAE/IESNA STANDARD 90.1-2015 2015 INTERNATIONAL FIRE CODE NFPA 13 - 2010 NFPA 72 - 2010

TENANT AREA:

7,952 SQFT

BUILDING USE:

DING USE: BUSINESS: A-2 RESTAURANT

NFPA 220: TYPE II-000

TYPE OF CONSTRUCTION:

2012 MBC: TYPE IIA (PROTECTED)

SPECIAL LAND USE PERMITS 02.01.18

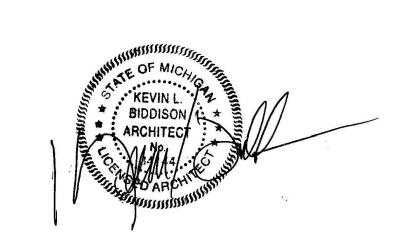
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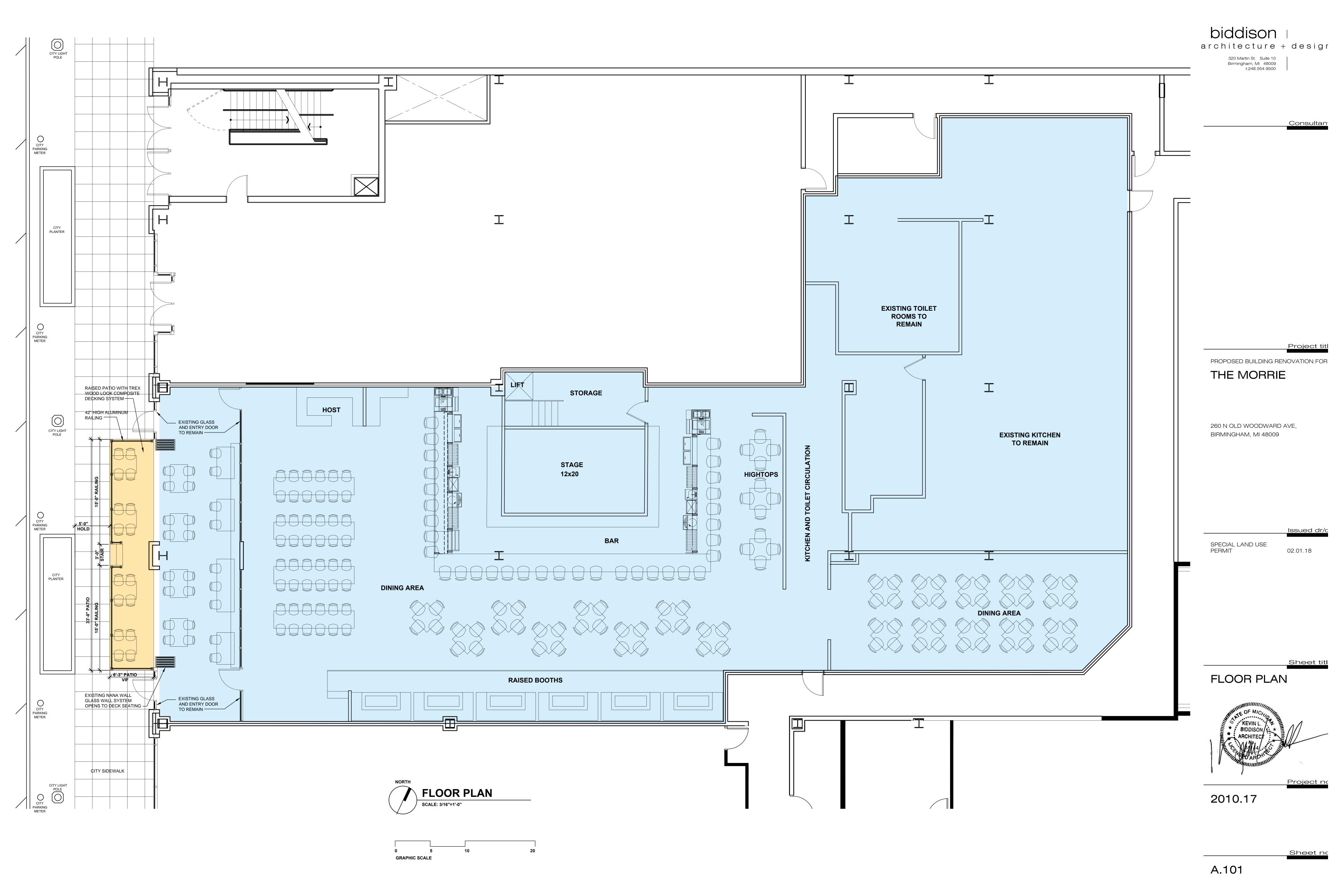
THE MORRIE

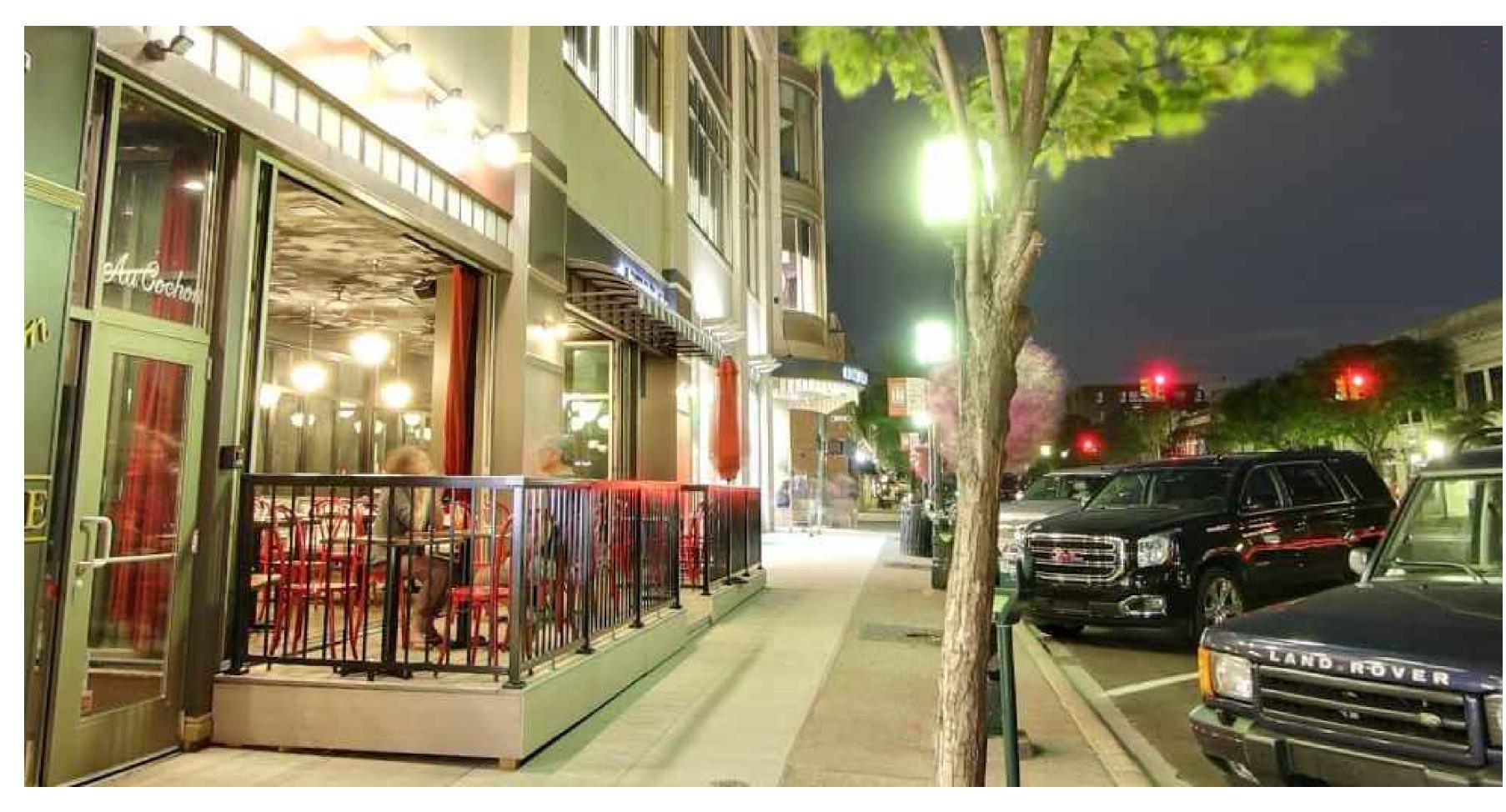
2010.17

Sheet no.

T.101







EXTERIOR PATIO PERSPECTIVE

FOR REFERENCE NOT TO SCALE



EXTERIOR ELEVATION

FOR REFERENCE NOT TO SCALE

biddison architecture + desigr 320 Martin St. Suite 10 Birmingham, MI 48009 t:248.554.9500

_Consultan

PROPOSED BUILDING RENOVATION FOR THE MORRIE

260 N OLD WOODWARD AVE, BIRMINGHAM, MI 48009

SPECIAL LAND USE PERMIT

02.01.18

Sheet titl

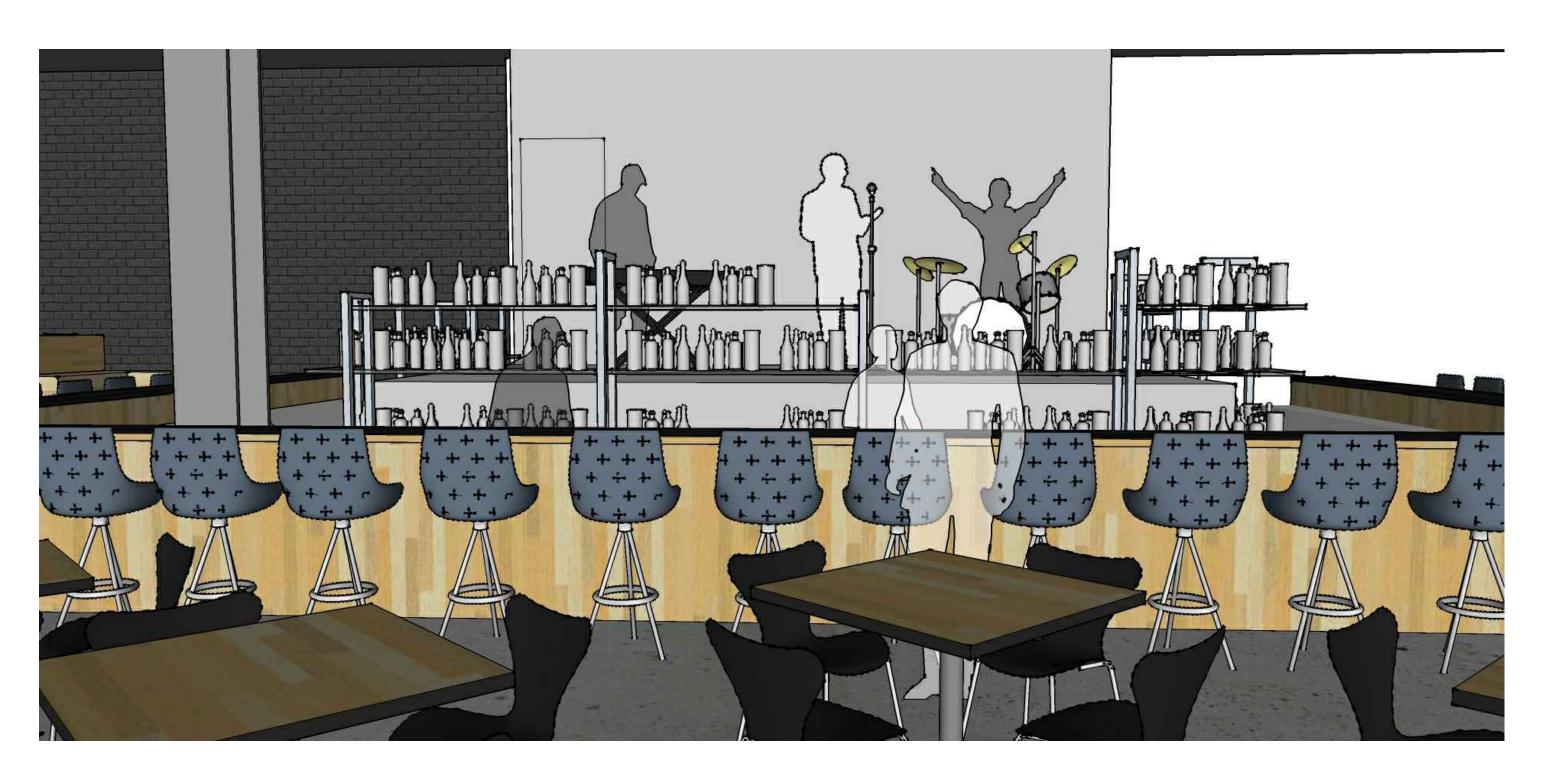
EXTERIOR ELEVATION



2010.17

Sheet no



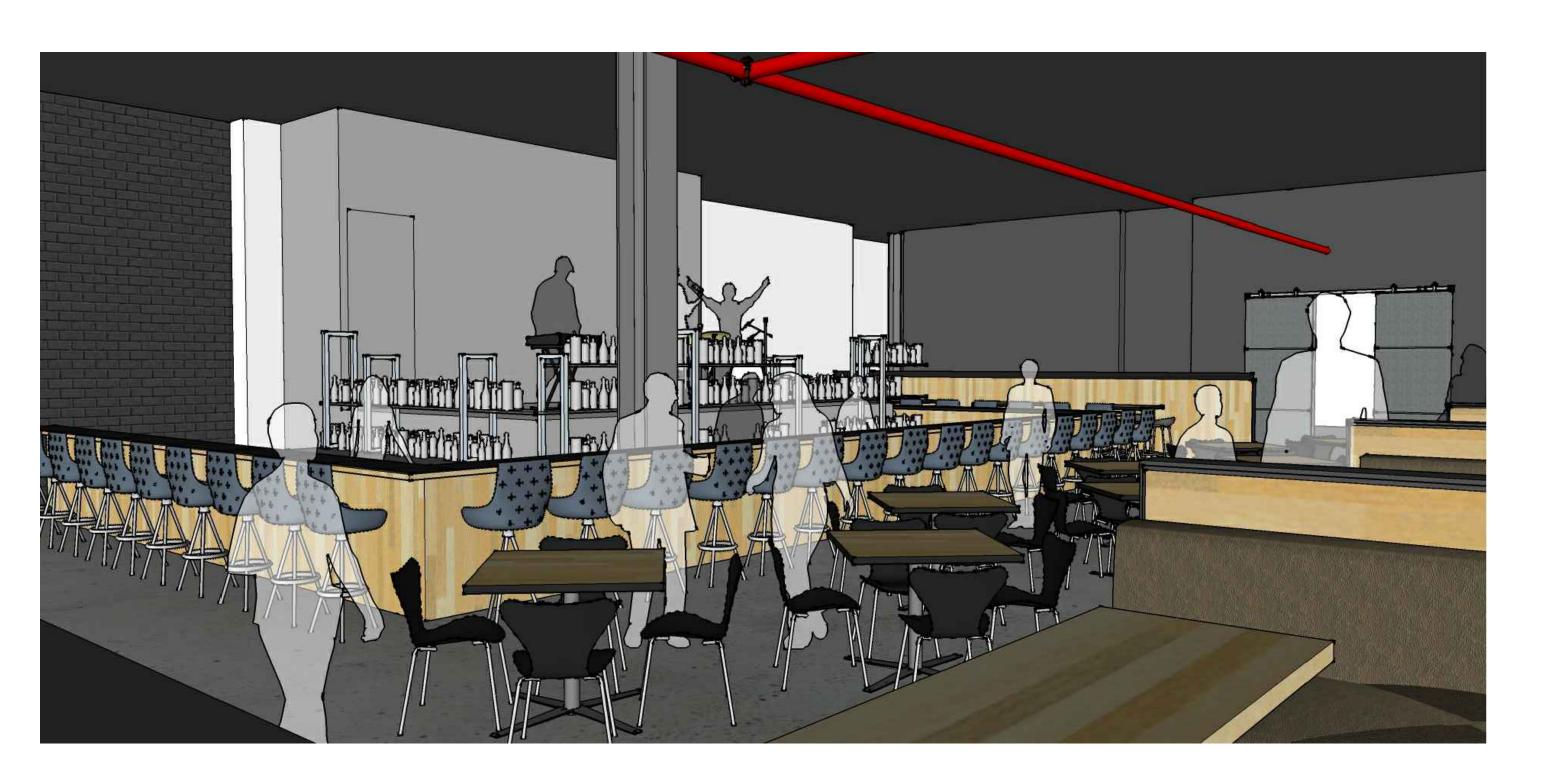


INTERIOR PERSPECTIVE
FOR REFERENCE NOT TO SCALE

PROPOSED BUILDING RENOVATION FOR

THE MORRIE

260 N OLD WOODWARD AVE, BIRMINGHAM, MI 48009



INTERIOR PERSPECTIVE

FOR REFERENCE NOT TO SCALE

INTERIOR PERSPECTIVE
FOR REFERENCE NOT TO SCALE



INTERIOR PERSPECTIVE
FOR REFERENCE NOT TO SCALE

INTERIOR PERSPECTIVE IMAGE

Project no

2010.17

Sheet no

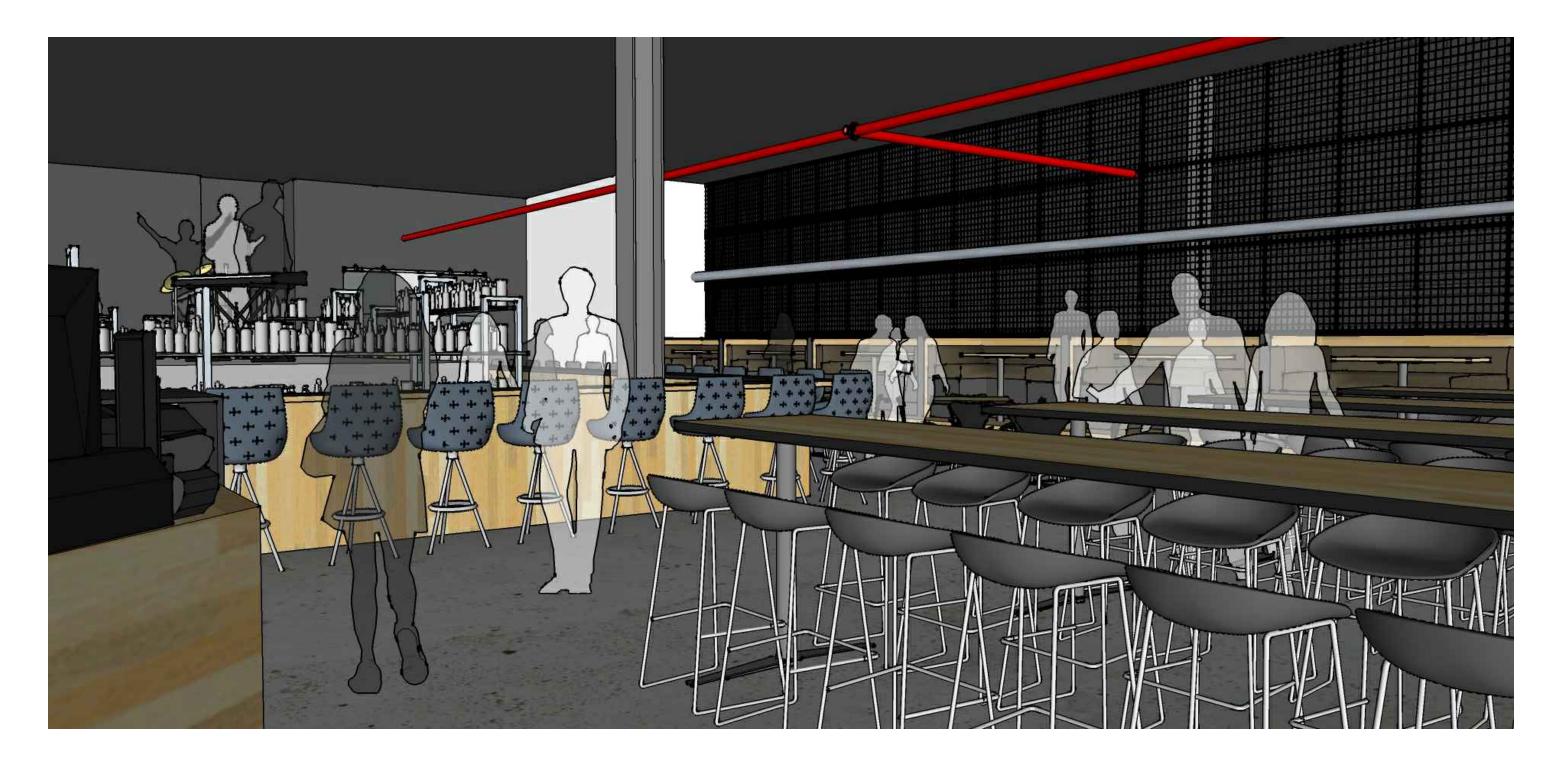
A.301

Consultan

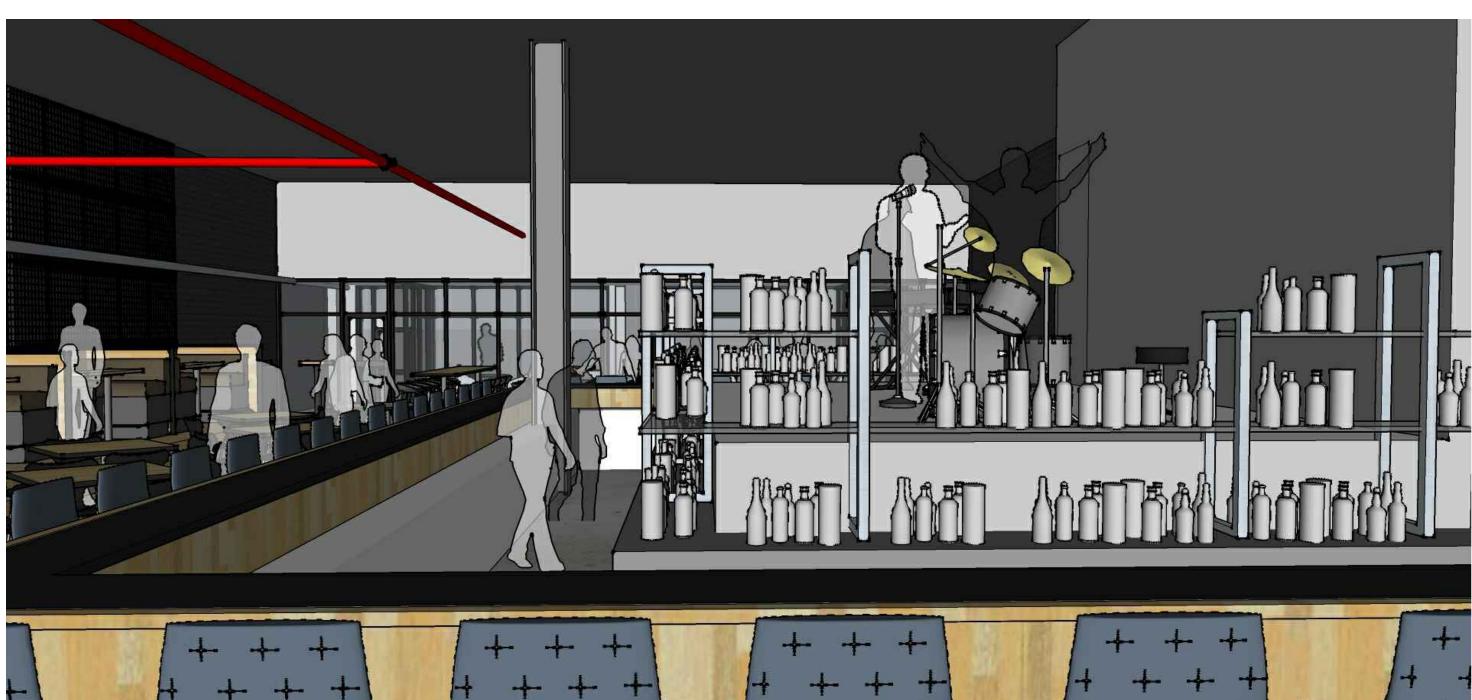
Project titl

02.01.18

Sheet titl



INTERIOR PERSPECTIVE FOR REFERENCE NOT TO SCALE



INTERIOR PERSPECTIVE FOR REFERENCE NOT TO SCALE

THE MORRIE

PROPOSED BUILDING RENOVATION FOR

260 N OLD WOODWARD AVE, BIRMINGHAM, MI 48009



INTERIOR PERSPECTIVE FOR REFERENCE NOT TO SCALE



INTERIOR PERSPECTIVE FOR REFERENCE NOT TO SCALE

INTERIOR PERSPECTIVE IMAGES

Project no

2010.17

Sheet no

A.302



MEMORANDUM

Planning Department

DATE: March 14th, 2018

TO: Jana Ecker, Planning Director

FROM: Nicholas Dupuis, Planning Intern

SUBJECT: 260 N. Old Woodward – The Morrie – Special Land Use Permit & Final

Site Plan Review

Executive Summary

The subject site, 260 N. Old Woodward, is proposed in the first floor of the Palladium building just north of the Hamilton Row and N. Old Woodward Intersection. The Morrie features a casual dining style while serving eclectic neighborhoods roadhouse cuisine. The applicant is proposing the renovated 7,952 sq. ft. restaurant space to contain 214 indoor seats and 16 outdoor seats on a raised platform. 33 of the proposed indoor seats will surround a bar and 240 sq. ft. raised performance stage for live entertainment. The Planning Department has requested additional detail regarding the proposed entertainment but has not received any new information at this time.

The applicant is seeking a Special Land Use Permit to engage in the sale of liquor. The liquor license is currently with the tenant space, and the Morrie is proposing to utilize that license.

The applicant is also proposing new signage for the Morrie to be located above the restaurant windows.

1.0 Land Use and Zoning

- 1.1 <u>Existing Land Use</u> The existing land use is commercial, replacing a former Italian restaurant space.
- 1.2 <u>Existing Zoning</u> 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 <u>Summary of Land Use and Zoning</u> 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 Screening and Landscaping

- 2.1 <u>Screening</u> No screening is proposed at this time. However, if needed in the future, the applicant will be required to screen any additional mechanical equipment in accordance with the Zoning Ordinance.
- 2.2 <u>Landscaping</u> No changes proposed.

3.0 Parking, Loading, Access, and Circulation

- 3.1 <u>Parking</u> As the subject site is located within the Parking Assessment District, the applicant is not required to provide on-site parking.
- 3.2 Loading No changes are proposed.
- 3.3 <u>Vehicular Access & Circulation</u> Vehicular access to the building will not be altered.
- 3.4 <u>Pedestrian Access & Circulation</u> Pedestrians will be able to access the restaurant from N. Old Woodward via two entry doors, one on the northern end of the façade and one on the southern portion of the façade. Patrons may enter the restaurant from the elevated outdoor patio as well through a retractable window wall system.
- 3.5 <u>Streetscape</u> The proposed outdoor dining platform is the only proposed change to the streetscape. The applicant has indicated that there will be 5 ft. of

unobstructed pedestrian right of way available from the end of the dining platform to the edge of the new Old Woodward streetscape elements such as planters, parking meters and light poles.

4.0 Lighting

The applicant is not proposing any new lighting for the property. New pedestrian street lights will light the property once installed as part of the Old Woodward Reconstruction Project. The Applicant has not indicated any illumination for the proposed signage. The Applicant must submit any proposed signage lighting to the Planning Department for approval.

5.0 Departmental Reports

- 5.1 <u>Engineering Division</u> The Engineering Department has no concerns at this time.
- 5.2 <u>Department of Public Services</u> –
- 5.3 <u>Fire Department</u> –
- 5.4 Police Department -
- 5.5 <u>Building Department</u> 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 Design Review purposes and applicant consideration:

Applicable Building Codes:

- <u>2015 Michigan Building Code</u>. Applies to all buildings other than those regulated by the Michigan Residential Code.
- 2015 Michigan Residential Code. Applies to all detached one and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories in height with a separate means of egress and their accessory structures.
- 2015 Michigan Mechanical Code. (Residential requirements for mechanical construction in all detached one and two-family dwellings and multiple singlefamily dwellings (townhouses) not more than three stories in height with a separate means of egress and their accessory structures are contained in the Michigan Residential Code).
- 2015 Michigan Plumbing Code. (Residential requirements for plumbing construction in all detached one and two-family dwellings and multiple singlefamily dwellings (townhouses) not more than three stories in height with a separate means of egress and their accessory structures are contained in the Michigan Residential Code).

 2014 National Electrical Code along with the Michigan Part 8 Rules. (Residential requirements for electrical construction in all detached one and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories in height with a separate means of egress and their accessory structures are contained in the Michigan Residential Code)

Review Comments:

- 1. Per Section 3202.2 2015 MBC. The North entry door can't swing into the public right-of way and needs to be recessed back to provide proper egress.
- 2. Per Section 3202.2 2015 MBC. The South entry door can't swing into the public right-of way and needs to be recessed back to provide proper egress.
- 3. The construction of the building is 2B. The stage must be built in strict compliance with sections 410.3.1 (1), and 410.4, 2015 MBC.
- 4. The applicant must obtain an outdoor dining permit from the building department.

6.0 Design Review

Exterior:

The Applicant is proposing the façade to be comprised of existing stone, existing "Nana" wall glass wall system, existing glass entry doors, a new painted aluminum awning at northern entry, a new metal fascia mounted to the stone façade to replace the existing sign band, and new signage. The Trex Wood composite outdoor platform is proposed to be 10 in. off of the ground with 42 in. high aluminum railings. The applicant has not indicated the color or manufacturer of the newly proposed façade materials. The Applicant must submit material specification sheets for all newly proposed materials to complete the design review, including any signage.

Signage:

The proposed signage will be constructed of metal letters and will be mounted atop the newly proposed metal fascia. The proposed signage reads "The Morrie" and measures 10 ft. long by 2 ft. high (20 sq. ft.). The Overlay Sign Ordinance allows a *single* external sign band or zone to be applied to the facade of a building between the first and second floors, provided that it shall be a maximum of 1.5 feet in vertical dimension by any horizontal dimension.

The proposed signage does not meet the sign standards outlined in Article 3, Section 3.04(F) of the Zoning Ordinance, as the sign height it greater than 1.5 ft. The Applicant must submit revised signage plans depicting proposed signage that measures no more than 1.5 ft. by any horizontal dimension.

7.0 Downtown Birmingham 2016 Overlay District

The site is located within the D-4 zone of the DB 2016 Regulating Plan, within the Downtown Birmingham Overlay District. The Planning Division finds the proposed site plan adequately implements the goals of the plan as they relate to outdoor café uses. The 2016 Plan states that outdoor dining space is in the public's best interest as it

enhances street life, thus promoting a pedestrian friendly environment. The 2016 Plan also recommends that a 5' clear pedestrian passage be provided against the storefronts to ensure that merchants can display and sell their products and so as not to distort the flow of pedestrians.

8.0 Approval Criteria

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

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

9.0 Approval Criteria for Special Land Use Permits

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

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

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

10.0 Suggested Action

Based on a review of the site plans submitted, the Planning Division recommends that the Planning Board recommend POSTPONE the applicant's request for Final Site Plan and a SLUP for 260 N. Old Woodward – The Morrie, with the following condition:

- 1. The applicant revises the proposed signage to comply with the overlay signage standards.
- 2. The applicant provides details on the proposed entertainment; and
- 3. The applicant provides material samples to complete the design review.

11.0 Sample Motion Language

Based on a review of the site plans submitted, the Planning Division recommends that the Planning Board recommend POSTPONE the applicant's request for Final Site Plan and a SLUP for 260 N. Old Woodward – The Morrie, with the following condition:

- 1. The applicant revises the proposed signage to comply with the overlay signage standards.
- 2. The applicant provides details on the proposed entertainment; and
- 3. The applicant provides material samples to complete the design review.

OR

Motion	to	recommend	DENIAL	of the	Final	Site	Plan	and	SLUP	to	the	City	Comr	nissior
for 260	N.	Old Woodwa	ard – The	e Morrie	e, for	the f	ollowi	ing r	eason	s:				

1	
2	
OR	
n to APPROVAL of the Final Site Plan and SLUP for 260 N. Old Woodward $-$ Te, with the following conditions:	he
1	



Fwd: The Morrie of Birmingham

1 message

Jana Ecker <jecker@bhamgov.org>

Mon, Mar 26, 2018 at 5:19 PM

To: "Baka, Matthew" <MBaka@bhamgov.org>, Bert Koseck <bkoseck@neumannsmith.com>, Brooks Cowan <bcowan@bhamgov.org>, Bryan Williams <jwilliams@dickinsonwright.com>, Carole Salutes <carole.salutes@yahoo.com>, Dan Share <dshare@bsdd.com>, Gillian Lazar <glazar@hallandhunter.com>, Janelle Whipple Boyce <jlwboyce@gmail.com>, "jlwboyce@hotmail.com" <jlwboyce@hotmail.com>, Nasseem Ramin <nramin@dykema.com>, Robin Boyle <aa2815@wayne.edu>, "robinboyle@ameritech.net" <robinboyle@ameritech.net>, Scott Clein <s.clein@comcast.net>, Stuart Jeffares <stuartjeffares@gmail.com>

I know that you prefer all information to be submitted in the full agenda packet, however, the applicant sent over this entertainment information today for The Morrie.

Please do not comment via email on the info...it is for your review for Wed night's meeting.

Have a great evening,

Jana

*****Open Meetings Act

Caution****

This email and attachments have been provided to you for information purposes only. Do not reply to this email by the use of group email with your fellow elected or appointed officials because it may, unintentionally, create or give the appearance of a violation of the Michigan Open Meetings Act.

------ Forwarded message ------From: Kelly Allen <KAllen@anafirm.com>
Date: Mon, Mar 26, 2018 at 1:43 PM
Subject: The Morrie of Birmingham

To: Jana Ecker <jecker@bhamgov.org>, Nicholas Dupuis <ndupuis@bhamgov.org>

Cc: "AFB (afb@afbhospitalitygroup.com)" <afb@afbhospitalitygroup.com>, "kb@biddison-ad.com

(kevinbiddison@gmail.com)" <kevinbiddison@gmail.com>

Hi Nicholas: I am working with Aaron Belen and Kevin Biddison on The Morrie, which is scheduled for the Planning Board Meeting on March 28th.

Please forward this e-mail to the Planning Commissioners for their consideration as it pertains to the proposed entertainment at the The Morrie.

The Morrie in Birmingham will operate in a similar fashion as does The Morrie in Royal Oak. We would encourage any and all City Officials and residents to visit The Morrie in Royal Oak to take in a great meal and the entertainment.

As far as the entertainment is concerned, please consider the following:

1. Type of Entertainment: The Morrie will bring live entertainment to the City of Birmingham. The type of music is intended to span the generations, from the contemporary music, pop, rock and roll, jazz, classical piano, acoustic guitars and bands striving to be discovered.

The Morrie's "House Band" is called "Your Generation In Concert". It is a live multimedia spectacular celebrating six decades of American and British pop/rock hits. Your Generation In Concert is led by a nine-piece band. This exciting ensemble is sure to play all the hits The Morrie goer will remember and, will want to sing along with the band.

We encourage the Planning Board to visit the The Morrie's website at themorrie.com to hear the House Band and peruse other live entertainment.

The Morrie may also feature an occasional Comedian.

- 2. Entertainment Hours: In addition to culinary integrity and a focus on guest service, live entertainment is an integral part of The Morrie experience. The level of commitment to staging, lighting and sound equipment indicate that we will not confine the live entertainment experience to weekends. Acoustic duos at brunch, classical piano, and electric violins are all on the menu.
- 3. Guest Interaction: Other than singing along with the band there will be no guest interaction.
- 4. Other Information: The Morrie will operate in accordance with the Special Land Use Permit and the City of Birmingham's Entertainment Agreement. Further, the Royal Oak Chief of Police, Chief Corrigan O'Donahue has provided a great reference to Chief Mark Clemence, a copy of which is attached.

If you have any questions, please call me. I appreciate your assistance.

Thank you,

Kelly

ADKISON, NEED, ALLEN, & RENTROP, PLLC

39572 Woodward Ave., Suite 222

Bloomfield Hills, MI 48304

Kelly A. Allen

(248)-540-7400

KAllen@ANAfirm.com

www.ANAfirm.com

This e-mail message and any attached files contain information intended for the exclusive use of the individual or entity to whom it is addressed and may contain information that is privileged, confidential, and exempt from disclosure. If you

have received this in error, please (1) do not forward or use this information in any way; (2) immediately notify me via email or at (248) 540-7400 and (3) delete this e-mail message and any attachment(s) from your workstation and/or network mail system.

Pursuant to applicable U.S. Treasury Regulations, if, and to the extent, this message contains advice concerning one or more Federal tax issues, it is not a formal legal opinion and may not be relied upon or used by any person for the avoidance of Federal tax penalties.

Jana L. Ecker

Planning Director City of Birmingham 248-530-1841

City of Royal Oak_20180323_161936.pdf 325K



January 23, 2018

Mark Pipis, Manager Emagine Palladium & IronWood Grill (CH Birmingham, LLC) 209 Hamilton Row Birmingham MI 48009

Dear Mr. Pipis:

This letter is to advise you of an amendment made to the Birmingham City Code, which took effect January 21, 2018, involving the process by which violations or failures to abide by the terms of a liquor license, contract, special land use permit, state law or the City Code will be handled going forward. A copy of this new ordinance is enclosed for your review.

Compliance with the provisions that govern Alcoholic Liquors is essential to the City ensuring the public's health, safety and welfare is made a priority by all liquor license establishments. Continued adherence with these provisions will mean the new ordinance provision will have no effect on your business. However, should a violation or failure occur a temporary suspension of your license, in whole or in part, may occur until such time a hearing before the City Commission is scheduled.

The relevant new language is included in Division 6, Section 10-125 (a) which provides the details of this change.

Your ongoing efforts to ensure compliance for your establishment are appreciated. Should you have any questions concerning this new ordinance amendment, please feel free in contacting me.

Sincerely,

Joseph A. Valentine

City Manager

Jvalentine @bhamgov.org

(248) 530.1809

Enclosure

ORDINANCE 2260

AN ORDINANCE TO AMEND PART II OF THE CITY CODE, CHAPTER 10. ALCOHOLIC LIQUORS, ARTICLE II. LICENSES, BY DELETING SEC. 10-107 FROM DIVISION 5. AND ADDING DIVISON 6. VIOLATION OF LICENSE, CONTRACT, SPECIAL LAND USE.

THE CITY OF BIRMINGHAM ORDAINS:

Part II of the City Code, Chapter 10. Alcoholic Liquors, Article II. Licenses, shall be amended to delete Section 10-107 Violation of license, contract, special land use permit, and to add Division 6. – Violation of License, Contract, Special Land Use, as follows:

DIVISION 5. - LICENSES FOR THEATERS Section 10-107. Section deleted.

Secs. 10-108-10-124. - Reserved.

DIVISION 6. - VIOLATION OF LICENSE, CONTRACT, SPECIAL LAND USE PERMIT

Sec. 10-125. - Violation of license, contract, special land use permit.

- (a) Violations or failures to abide by terms of the liquor license, contract, special land use permit, state law or this Code, shall be grounds for the City Manager or his designee to temporarily suspend, in whole or in part, the special land use permit of the licensee. Such action shall be taken upon recommendation of the Police Chief or his designee as to the violations or failures of the licensee. The City Manager shall schedule a hearing before the Birmingham City Commission to review the facts and circumstances for the temporary suspension, in whole or in part, and the City Commission shall determine whether the said suspension should be rescinded, continued or other actions in accordance with this Code should be taken.
- (b) Violations or failures to abide by terms of the liquor license, contract, special land use permit, state law or this Code shall be grounds for the state liquor control commission to suspend, revoke or not renew the liquor license. Further, should violations occur, or should the applicant fail to complete the project as required by plans and specifications presented to the city commission, or fail to comply with all representations made to the city commission, the city shall be entitled to exercise any or all remedies provided in those documents, in this Code, including but not limited to seeking the revocation of the special land use permit, pursuing breach of contract claims, and all other legal and equitable rights to enforce the terms thereunder. The licensee 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 the liquor license, revocation of the special land use permit, or enforcement of such other rights and remedies, including contractual, as may be available at law or in equity.

All other Sections of Chapter 10 Alcoholic Liquors, shall remain unaffected.

Ordained this 8th day of January, 2018. Effective upon publication.

Andrew M. Harris, Mayor

J. Cherilynn Mynsberge, City Clerk

I, J. Cherilynn Mynsberge, City Clerk of the City of Birmingham, do hereby certify that the foregoing ordinance was passed by the Commission of the City of Birmingham, Michigan at a regular meeting held January 8, 2018 and that a summary was published January 21, 2018.

J. Cherilynn Mynsberge, City/Clerk

2



MEMORANDUM

Department of Public Services

DATE: April 2, 2018

TO: Joseph A. Valentine, City Manager

FROM: Lauren A. Wood, Director of Public Services

SUBJECT: Springdale GC Bridge Enhancement – Change Order

On February 26, 2018 the City Commission awarded the replacement of four (4) existing wooden bridges at Springdale Golf Course to Kyle Builders, Inc. in the amount not to exceed \$71,560.00. After the award, while the Contractor and AEW began reviewing bridge design options, in order to submit a permit application to the MDEQ, an alternative enhanced bridge solution was contemplated. Attached is the original proposal dated February 8, 2018 and Change Order dated March 28, 2018 in the amount of \$41,040.00 from Kyle Builders, Inc. The proposed Change Order still complies with keeping the original terms for a maintenance replacement project, but a better end product.

This work consists of a rehabilitation project replacing the bridges and all new abutments and approaches to each of the four bridges to be considered general maintenance. Initially, since these bridges are in a designated floodway the intent was to keep everything "as is" in order to expedite the permit process with the MDEQ.

Extensive review and investigation was performed on this over the past year including consulting with bridge companies and two Engineering firms used by the City of Birmingham in advance of bidding this work. The premise all along was to treat this work as a repair/maintenance project for several reasons; to keep the cost down, maintain status quo and to secure a permit from the MDEQ as quickly as possible to assure the opening of Springdale Golf Course for the start of the season, May 1st.

Based on this further analysis as Kyle Builders and the City's Engineer AEW began final design review of the bridges for this project, it was recommended since all four bridges are being removed a better long-term result would be to include the addition of twenty (20) helical piers in lieu of concrete abutments at each embankment, raise each structure so that the bottom of the steel is above the current grade and add shallow concrete headwalls above the piers. The letter dated March 28, 2018 from Anderson, Eckstein and Westrick, Inc. (AEW) details this change to the scope of work.

There are three elements necessary as part of the permit for the maintenance of bridge decks and structural members for which we need to meet. These include the following conditions; the channel width remains the same, the capacity of the channel is improved or maintained and the hydraulics confirmed by the engineer. All of these criteria will be met which will expedite the approval process as long as it remains a maintenance project.

The advantages of the improvements to the original scope of work includes keeping the project on target for completion to open the golf course May 1st, increased longevity of the bridges and better flow along the Rouge River rather than debris collecting underneath the bridges. You will find pictures enclosed of the existing bridges for your reference.

A budget amendment is necessary at this time for the \$41,040.00 Change Order for the bridge enhancement project at Springdale Golf Course. After staff negotiated a reduced amount for the change order request and conferred with AEW this amount is considered fair for the proposed improvements. Money for this purchase will be available in Golf Course Maintenance – Public Improvement Account #584-753.001-981.0100.

The revised contract sum with Kyle Builders, Inc. for this project including the proposed change order is \$106,000. This entire project including the Kyle Builders, consultant services and permitting fees will amount to \$114,000. The City Commission on February 26, 2018 approved the total project amount of \$79,560.00. The permit has been submitted by AEW to the MDEQ for this revised project scope, to advance this work accordingly.

SUGGESTED RESOLUTION:

To approve the Change Order for the Springdale Bridge Project to Kyle Builders, Inc., as reviewed and confirmed by AEW and staff, in the amount of \$41,040.00, to be funded from Springdale Golf Course – Public Improvement account #584-753.001-981.0100 and further; to approve the appropriation and amendment to the 2017-2018 Springdale Golf Course Fund budget as follows.

Springdale Golf Course Fund

Revenues:

Draw from Net Position

584-000.000-400.0000 \$34,440.00

Total Revenue \$34,440.00

Expenses:

Capital Outlay - Public Improvements

584-753.001-981.0100 \$34,440.00

Total Expenses \$34,440.00



Toll Free: 1-888-881-KYLE (5953)

Fax: 586-254-9881 www.kylebuilders.com

"Always Imitated ... Never Duplicated"

Main Office East Side: 4445 22 Mile Rd., Ste A

Shelby Twp., MI 48317

West Side:

143 Cadycentre, #78 Northville, MI 48167

DATE..... February 8, 2018

TO...... Jacky Brito of Springdale Golf Course
PROJECT...... Steel and treated wood bridges (totally new)

SPECIFICATIONS....:

Bridge 1 ... 30 foot long x 7 foot wide (walking bridge and golf course)

- Bridge is flat (main supports are steel ... engineered ... with treated framing)
- Curbs on both sides
- Treated decking
- 24" x 84" cement slab both sides x 5" thick
- Installed (materials and labor): \$ 13,070.00

Bridge 2 ... 22 foot long x 7 foot wide (walking bridge and golf course)

- Bridge is flat (main supports are steel ... engineered ... with treated framing)
- Curbs on both sides
- Treated decking
- 24" x 84" cement slab both sides x 5" thick
- Installed (materials and labor): \$ 10,620.00

Bridge 3 ... 30 foot long x 7 foot wide (walking bridge and golf course)

- Bridge is flat (main supports are steel ... engineered ... with treated framing)
- Curbs on both sides
- Treated decking
- 24" x 84" cement slab both sides x 5" thick
- Installed (materials and labor): \$ 13,070.00

Bridge 4 ... 26 foot long x 20 foot wide (walking bridge and golf course)

- Bridge is slight curved (main supports are steel ... engineered ... with treated framing) Curbs on both sides
 - Treated decking
- 24" x 84" cement slab both sides x 5" thick
- Installed (materials and labor): \$ 24,600.00

ADD removal and disposal of existing structures ... \$ 3,600.00

ADD if we are to supply MDEO permits, additional insurance over our standard coverage, and bonds ... \$ 6,600.00

"NOT INCLUDED" and INFORMATION

(Some items need to be addressed, may delay the process of installation, or may cost more ... this is why we are letting you know the following, so there are no surprises or expectations that cannot be met ... PLEASE read over the below ... thank you)

- Timing: Any verbal ballparks on timing are simply guesses. Weather, changes, timing of trades and their schedules, material availability, and yes, some glitches in scheduling may occur (we are still human and try our hardest to stay on top of any delays). We are not bound to a time limit. We do promise you to do our best under all the above circumstances. NOTE: This project should take about 4 weeks to complete ... after MDEQ permits and insurances are obtained ... starting from putting shovel into dirt (estimation)
- Any electrical or painting
- Broken underground utility lines (sprinkler, sump, drain tiles, gutter extensions, phone, cable, etc...) Unless location is marked, these will be an extra charge if hit.
- Damaged landscaping / sod due to machine use needed to construct a project that is desired
- Removal / hauling away of dirt from the footings (we assume that there is an area on your property or an adjacent lot "next door" (with the homeowner's approval) that we can spread out soils from the footings. If not, there will be an additional charge of \$ 250.00 / dumpster (this is cost) to haul off site. Each dumpster can carry 10 yards of dirt.
- Labor / cement to dig and pour larger or deeper footings than standard (due to any bad soil conditions) OR if there is a need to retain dirt because
 of caving in or high water table. There may be an extra cost occurred (if you think your soil may not be suitable for supporting this structure,
 please address as we may be able to get an engineer to test)



Toll Free: 1-888-881-KYLE (5953)

Fax: 586-254-9881

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East Side: 4445 22 Mile Rd., Ste A Shelby Twp., MI 48317 West Side: 143 Cadycentre, #78 Northville, MI 48167

* * CHANGE ORDER * *

DATE.....: : MARCH 28, 2018

TO.....: : SPRINGDALE GOLF COURSE

PROJECT.....: : BRIDGES

CHANGE ORDER #01:

1.) Bridge #1 – total additional cost of \$ 8,008:

- * (2) concrete bulkheads with rerod (1000)
- (4) 20' deep helicals (5800)
 - any deeper than 20' will be an additional \$ 20/ ft)
- * Add to concrete approaches (1208)
 - make each side 10' long
 - add fill to raise to higher bridges

2.) Bridge #2 – total additional cost of \$ 8,008:

- * (2) concrete bulkheads with rerod (1000)
- (4) 20' deep helicals (5800)
 - any deeper than 20' will be an additional \$ 20/ ft)
- * Add to concrete approaches (1208)
 - make each side 10' long
 - add fill to raise to higher bridges

3.) Bridge #3 – total additional cost of \$ 8,008:

- * (2) concrete bulkheads with rerod (1000)
- (4) 20' deep helicals (5800)
 - any deeper than 20' will be an additional \$ 20/ ft)
- * Add to concrete approaches
 - make each side 10' long
 - add fill to raise to higher bridges (1208)

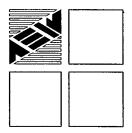
4.) Bridge #1 – total additional cost of \$ 17,010	4.)]	Bridge #1 –	total	additional	cost	of S	§ 17,	,016
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- * (2) concrete bulkheads with rerod (3000)
- * (4) 20' deep helicals (11,600)
 - any deeper than 20' will be an additional \$ 20/ ft)
- * Add to concrete approaches (2416)
 - make each side 10' long
 - add fill to raise to higher bridges

Total pricing is now:

- \$ 61,360 ... RFP for bridges 1-4
- \$ 3,600 ... RFP for tearouts
- \$ 41,040 ... Change order #1 (total above RFP)
- \$106,000

I (we) have read over all the above 1 / deletions.	notes and select	ions and are in agreement with additio	nal charges
SPRINGDALE GOLF – REP	DATE	KYLE BUILDERS, INC. – REP	DATE



ANDERSON, ECKSTEIN AND WESTRICK, INC.

51301 Schoenherr Road, Shelby Township, Michigan 48315 Civil Engineers • Surveyors • Architects 586-726-1234

March 28, 2018

Jacky Brito, PGA Golf Manager Springdale Golf Course 316 Strathmore Birmingham, MI

Reference:

Bridge Design Review

Golf Course Bridge Rehabilitation

Springdale Golf Course Birmingham, Michigan

Dear Ms. Brito:

We have reviewed the bridge designs submitted by your contractor, Kyle Builder's, and offer the following recommendations and comments:

- The contractor has recommended providing helical piers in lieu of concrete abutments at each embankment. We concur with the use of helical piers, which adhere to the permitting requirements minimizing excavation in the waterway.
- We recommend the structure is raised so that the bottom of steel is above the current grade.
 This will minimize the potential to trap debris, allow for improved flow conditions, and prolong the life of the structure by reducing the potential for deterioration, which would have been caused by buried conditions.
- 3. We also recommend providing shallow concrete headwalls above the helical piers to retain the earth approaches at the end of the bridges. This will substantially reduce the deterioration of the end transverse beams, also keeping them from direct contact with the soil.

We understand the contractor has submitted a change order for the increase in project costs due to the related improvements. Possible opportunities to reduce these costs include shortening the run out length of the approaches and required fill, and reducing the depth of the helical anchors. These items should be discussed directly with the contractor's engineer, with actual quantities to be verified during construction.

We appreciate the opportunity to work with you on this project. If you have any questions or require additional information, please call me.

Sincerely,

Kevin E. Zauel, PE

M:\0221-0044\Springdale Golf Course Bridge Rehabiliation - Bridge design review.docx

Bridge #1 – Located on Hole #3

Current Dimensions:

30' x 7'

Rail: 7" High - 2 (4x4)

Planks: 2" x 12"

This bridge seems to be structurally sound but would need to be reviewed when removing old decking.



Bridge #1 - Hole #3 - Right Side View

This bridge has electrical inside tubing along bottom portion – see yellow arrow.



Bridge #2 - Located on #4 Tee

Current Dimensions:

20' 9" x 7'

Rail: 7" High - 2 (4x4)

Planks: 2" x 12"

The structure seems to be sound but the stringers underneath need repair. This bridge would also need to be redecked.



Bridge #2 – Other Side View



Bridge #3 - Located on Hole #5 - Left Side of Fairway

Current Dimensions:

30' x 7'

Rail: 7" High - 2 (4x4)

Planks: 2" x 12"

Replace entire bridge with new abutments to handle pedestrians, power carts and assist with flow of water and debris underneath bridge when experiencing inclement weather. Permit will be needed for this bridge.



Bridge # 3 – Left Side View



Bridge # 4 - Located on Right Side of Hole #5

Current Dimensions:

25' 6" x 18' 7"

Rail: 7" High - 2 (4x4)

Plank: 2" x 6"

Replace entire bridge with new abutments to handle pedestrians, power carts and golf course maintenance equipment. Permit will be needed for this bridge.



Bridge # 4 – Right View





MEMORANDUM

Office of the City Manager

DATE: April 9, 2018

TO: Joseph A. Valentine, City Manager

FROM: Tiffany J. Gunter, Assistant City Manager

SUBJECT: APC Support for Construction Marketing

At the March 7 Advisory Parking Committee approved a request from the Birmingham Shopping District for additional funding to market available parking options during the period that will involve the reconstruction of Old Woodward.

Background

The Birmingham Shopping District will be running a multi-faceted marketing campaign to promote the downtown shopping, dining and spa experience during the Old Woodward reconstruction project. It is vital to Birmingham restaurants, retailers, and businesses that we effectively communicate to consumers that, despite construction, businesses are open and various parking options are available to accommodate customers' parking needs. The BSD will be highlighting the downtown through TV, radio, magazine, newspaper, and social media ads promoting the popular "2 Hours Free Parking in the Decks" program and free valet parking available.

The Birmingham Shopping District has committed a total of \$100,000 for construction related activities. The APC recommends a \$60,000 commitment from the parking fund to support the marketing campaign. All advertising will provide a strong push, via the various media channels mentioned above, for the parking system and valet parking. This request is made in addition to an approval the APC made in 2015 for \$75,000 to support valet parking services related to the Old Woodward Construction project.

Additionally, the APC has also approved annual requests from the BSD in the amount of \$25,000 to support the BSD's holiday television advertising campaign. In addition to the events and activities taking place during the holidays, these ad campaigns highlight the 2 hour free parking and holiday valet parking services.

The chart on the following page annotates the different marketing channels that will be employed during construction April 2018 through end of July 2018:

Construction Advertising					
Print					
Eccentric	\$	4,000.00			
Eagle	\$	6,000.00			
Downtown Publications	\$	2,000.00			
Birmingham Magazine	\$	5,000.00			
Jewish News	\$	3,000.00			
SEEN	\$	3,000.00			
Chaldean News	\$	3,000.00			
Logical Solutions promotion cards					
(valet and event lineup)	\$	3,000.00			
TOTAL	\$	29,000.00			

Digital		
WXYZ digital	\$ 5,000.00	
Boosted Facebook & Instagram Posts	\$ 11,000.00	
clickondetroit.com	\$ 5,000.00	
WWJ detroit.cbslocal.com	\$ 5,000.00	
Fox 2 digital ads	\$ 5,000.00	
Metroparent	\$ 1,000.00	
Snapchat	\$ 1,000.00	
Chaldean News	\$ 1,000.00	
Oakland County Moms	\$ 2,000.00	
TOTAL	\$ 36,000.00	

Broadcast	
104.3 WOMC	\$ 5,000.00
96.3	\$ 5,000.00
98.7	\$ 5,000.00
Cable TV - Comcast & AT&T U-Verse	\$ 20,000.00
WXYZ Channel 7 (includes online ad)	\$ 20,000.00
WDIV	\$ 20,000.00
Ch. 2	\$ 20,000.00
TOTAL	\$ 95,000.00

Digital Total	\$	36,000.00
Broadcast Total	Ş	95,000.00
Grand Total	\$	160,000.00

SUGGESTED RESOLUTION:

To approve the recommendation from the Advisory Parking Committee to authorize a one-time expenditure of \$60,000 to be paid from account #585-538.001- 901.0300 in support of the BSD reconstruction marketing campaign.



MEMORANDUM

Planning Division

DATE: March 28th, 2018

TO: Joseph A. Valentine, City Manager

FROM: Brooks Cowan, City Planner

APPROVED: Jana Ecker, Planning Director

Eric Brunk, IT Director

SUBJECT: Oakland County GIS Contract

The City of Birmingham currently has three ArcGIS Desktop subscriptions that allow us to create maps and conduct research. A maximum of three City employees may use our current mapping software at the same time which can create timing conflicts when the Planning Department, Engineering Department, and Public Service Department need to use the application.

The City also has a database connection agreement with Oakland County that allows the City to access road and parcel information that is maintained by Oakland County's GIS Department. As of now, this data is only accessible through our desktop subscriptions. The City's Planning, Engineering, and Public Services Departments use this data for mapping and analysis projects. Birmingham's Citymap website application also extracts information from the County on a weekly basis to keep the online CityMap up to date.

Oakland County has recently obtained a subscription for ArcGIS Online and is willing to share with member cities free of charge. This agreement also comes with Pictometry which provides high quality aerial images. ArcGIS Online allows users to create and share maps without the desktop software. The application can also be accessed from a tablet or Ipad by workers in the field. ArcGIS Online does not have the amount of analysis tools as the desktop software, but it is a functional online mapping tool that is easier to manage for less experienced users. Please see below for a table comparing the functionalities of the different map applications the City's departments have access to. An agreement with Oakland County for ArcGIS Online will increase the number of City employees who will have access to mapping capabilities. It will also provide access to parcel and road data from Oakland County while working in the field that can only be accessed with our desktop software as of now. This agreement will be in addition to our current CityMap and ArcGIS desktop license subscriptions. Please note that the City must approve the Agreement before the County will execute the Agreement.

SUGGESTED ACTION:

To approve the IT Services Agreement with Oakland County to provide unlimited ArcGIS Online services at no cost to the City and further, to authorize the Mayor to sign the Agreement on behalf of the City.

	CityMap	ArcGIS Desktop	ArcGIS Online (AGO)
Access	Mapping website that may be accessed by everyone in the public	Desktop software only available to City employees; predominantly used by Planning Department. Only 3 licenses available at this time.	All City employees may access mapping capabilities via the internet for basic mapping capabilities
Ease of Use	Easy	Difficult	Moderate
Function	Displaying data	Editing, Analyzing, Displaying of Data	Editing, Analyzing, Displaying of Data
Mobile Phone & Tablet Use	Viewing only	Not Applicable	Viewing and editing
Notes	Main function is for public viewing of parcel data and zoning information	Advanced Data management capabilities on Desktop software	City employees would be enabled to create, edit, and share basic maps and data as long as they have internet access
Cost	Contract with GISI Inc. varies depending on hours spent	\$2500 per license; (3 licenses = \$7,500)	Free from County contingent upon contract approval.





To: Mark Nickita, Mayor

From: Anita Campbell, Contract Coordinator

RE: IT Services Agreement with Exhibits for new GIS services

Date: November 16, 2017

Oakland County and your community entered into the attached agreement for the purpose of providing your community with IT Services described in the Exhibits attached within. The County is pleased to make the following **new** GIS Services available as well: **ArcGIS Online Exhibit XI, Data Sharing Exhibit XII** and **Pictometry Licensed Products Exhibit XIII**.

To add these new services to those services already being consumed by your agency, a new IT Services Agreement (also attached) must be executed to include the GIS Exhibits. Note that since your current agreement includes CLEMIS, **Addendum A** to **Exhibit X** will need to be re-signed as well.

Any questions from a business perspective regarding the GIS Exhibits can be directed to me at campbella@oakgov.com or 248-858-2388. Legal questions should be directed to Joellen Shortley of Oakland County Corporation Counsel (shortleyi@oakgov.com) or 248.858.2155. If you have any legal questions regarding the CLEMIS Exhibit, please contact Jodi Hall of Oakland County Corporation Counsel at 248-858-0555.

To execute the new Agreement:

- 1. Print two copies.
- 2. Obtain the appropriate dated signatures for **Exhibit X CLEMIS**, **Addendum A**.
 - a. Your Public Body representative, Police Chief/Director and/or Fire Chief may sign **Addendum A** for CLEMIS Services if they are <u>authorized</u> to sign for your department.
 - b. If your jurisdiction includes both Police & Fire (FRMS) Members, services for both are included in this one agreement.
 - c. Complete the section re: Crash Report Payment Amount & Enhanced Access Fee Disbursement.
- Complete and obtain the appropriate signature for Exhibit XI ArcGIS Online,
 Addendum A.



- 4. If necessary, complete and obtain the appropriate signature for Exhibit XII Data sharing, Contractor Data Sharing Services Acknowledgement Agreement.
- 5. Complete and obtain the necessary signatures for Exhibit XIII Pictometry Licensed Products, Attachment A and, if necessary, Attachment B.
- 6. Obtain the appropriate dated signatures from your city council or township board and witness on page 12 of the **IT Services Agreement**.
- 7. Obtain a certified copy of the resolution or minutes from your Public Body that gives authorizing signatory permission to sign this Agreement.
- 8. Return the signed documents along with a certified copy of the resolution or minutes to:

Oakland County Information Technology 1200 N Telegraph Road, Bldg. 49W Pontiac, MI 48341-0421 ATTN: Anita Campbell

A copy will be returned to you after it has been fully executed by Oakland County.



AGREEMENT FOR I.T. SERVICES BETWEEN OAKLAND COUNTY AND

City of Birmingham

This Agreement (the "Agreement") is made between Oakland County, a Municipal and Constitutional Corporation, 1200 North Telegraph Road, Pontiac, Michigan 48341 ("County"), and the City of Birmingham ("Public Body") 151 Martin St., P.O. Box 3001, Birmingham, MI 48012. County and Public Body may also be referred to jointly as "Parties".

PURPOSE OF AGREEMENT. County and Public Body enter into this Agreement for the purpose of providing Information Technology Services ("I.T. Services") for Public Body pursuant to Michigan law.

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

- 1. **<u>DEFINITIONS</u>**. The following words and expressions used throughout this Agreement, whether used in the singular or plural, shall be defined, read, and interpreted as follows.
 - 1.1. **Agreement** means the terms and conditions of this Agreement and any other mutually agreed to written and executed modification, amendment, Exhibit and attachment.
 - 1.2. Claims mean any alleged losses, claims, complaints, demands for relief or damages, lawsuits, causes of action, proceedings, judgments, deficiencies, liabilities, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are incurred by or asserted against County or Public Body, or for which County or Public Body may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.
 - 1.3. "Confidential Information" means all information and data that the County is required or permitted by law to keep confidential including records of County' security measures, including security plans, security codes and combinations, passwords, keys, and security procedures, to the extent that the records relate to ongoing security of the County as well as records or information to protect the security or safety of persons or property, whether public or private, including, but not limited to, building, public works, and public water supply designs relating to ongoing security measures, capabilities and plans for responding to a violation of the Michigan anti-terrorisms act, emergency response plans, risk planning documents, threat assessments and domestic preparedness strategies.
 - 1.4. <u>County</u> means Oakland County, a Municipal and Constitutional Corporation, including, but not limited to, all of its departments, divisions, the County Board of Commissioners, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, volunteers, and/or any such persons' successors.

Page 1 of 12

- 1.5. **Day** means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.
- 1.6. Public Body means the City of Birmingham which is an entity created by state or local authority or which is primarily funded by or through state or local authority, including, but not limited to, its council, its Board, its departments, its divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, volunteers, and/or any such persons' successors. For purposes of this Agreement, Public Body includes any Michigan court, when acting in concert with its funding unit, to obtain I.T. Services.
- 1.7. Public Body Employee means any employees, officers, directors, members, managers, trustees, volunteers, attorneys, and representatives of Public Body, licensees, concessionaires, contractors, subcontractors, independent contractors, agents, and/or any such persons' successors or predecessors (whether such persons act or acted in their personal, representative or official capacities), and/or any persons acting by, through, under, or in concert with any of the above who have access to the I.T. Services provided under this Agreement. "Public Body Employee" shall also include any person who was a Public Body Employee at any time during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.
- 1.8. **Points of Contact** mean the individuals designated by Public Body and identified to County to act as primary and secondary contacts for communication and other purposes as described herein.
- 1.9. **I.T. Services** means the following individual I.T. Services provided by County's Department of Information Technology, if applicable:
 - 1.9.1. **Online Payments** mean the ability to accept payment of monies owed to Public Body initiated via a website maintained by County using a credit card, a debit card that functions as a credit card, or electronic debit of a checking account.
 - 1.9.2. Over The Counter Payments means the ability to accept payment of monies owed to Public Body initiated via a credit card reader attached to an on-premise computer with access to a website maintained by County using a credit card or a debit card that functions as a credit card.
 - 1.9.3. **Pay Local Taxes** means the ability to accept payment of local property taxes owed to Public Body initiated via a website maintained by County using a credit card, a debit card that functions as a credit card, or an electronic debit of a checking account. (Does not apply to Public Bodies outside of Oakland County).
 - 1.9.4. Jury Management System means a subscription based software that facilitates the selection and communication with potential and selected individuals who may serve as jurors.
 - 1.9.5. Web Publishing Suite means the ability for Public Bodies to have and/or manage a public web presence using standard County technologies and platforms, template-based solutions, semi-custom website designs, content management, and/or support services.
 - 1.9.6. Data Center Use & Services means providing space for Public Body's equipment in County's Data Center and access to electrical power and backup power.

- 1.9.7. **Remedial Support Services** means providing Public Body assistance with diagnosis and configuration of Public Body owned system components.
- 1.9.8. Oaknet Connectivity means use of communication lines and network equipment maintained by County for the transmission of digital information whether leased or owned by County.
- 1.9.9. **Internet Service** means access to the Internet from Public Body's work stations. Access from the Internet to Public Body's applications, whether at County or at Public Body (hosting), is not included.
- 1.9.10. CLEMIS means the Court and Law Enforcement Management Information System, an information management system comprised of specific software applications (CLEMIS Applications) operated and maintained by the CLEMIS Division of County.
- 1.9.11. **ArcGIS Online** means the ability to access a web based, collaborative Geographic Information System (GIS) that allows users having an ArcGIS Online (AGO) Named User account to create and share maps, applications (apps), layers, analytics, and data in Environmental Systems Research Institute, Inc.'s ("ESRI") secure cloud.
- 1.9.12. **Data Sharing** means the ability for the Public Body to utilize Access Oakland Products and data owned and maintained by the County on or in relation to its Geographic Information System (GIS).
- 1.9.13. Pictometry Licensed Products means the ability to use a Geographic Information System (GIS) solution that allows authorized users to access Pictometry-hosted highresolution, orthogonal and oblique imagery.
- 1.9.14. **Security Best Practices Advice** means providing information on tools that may be used to enhance network security posture.
- 1.9.15. Collaborative Asset Management System ("CAMS") means providing for the collaborative use of information related to public assets, such as water, sanitary sewer, and/or storm sewer infrastructure, that is managed by various governmental entities participating in the CAMS within the County of Oakland in order to promote the effective maintenance and care of these assets.
- 1.10. **Service Center** means the location of technical support and information provided by County's Department of Information Technology.
- 1.11. **Exhibits** mean the following descriptions of I.T. Services which are governed by this Agreement only if they are attached to this Agreement and selected below or added at a later date by a formal amendment to this Agreement:

Exhibit I: Online Payments

Exhibit II: Over The Counter Payments

Exhibit III: Pay Local Taxes

Exhibit IV: Jury Management System

Exhibit V: Web Publishing Suite

Exhibit VI: Remedial Support Services

Exhibit VII: Data Center Use and Services

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X Exhibit VIII: Oaknet Connectivity

Exhibit IX: Internet Service

X Exhibit X: CLEMIS

X Exhibit XI: ArcGIS Online

X Exhibit XII: Data Sharing

X Exhibit XIII: Pictometry Licensed Products

Exhibit XIV: Security Best Practice Advice

Exhibit XV: Collaborative Asset Management System (CAMS)

2. <u>COUNTY RESPONSIBILITIES</u>.

2.1. County, through its Department of Information Technology, shall provide the I.T. Services selected above which are attached and incorporated into this Agreement.

- 2.2. County shall support the I.T. Services as follows:
 - 2.2.1. **Access.** County will provide secure access to I.T. Services for use on hardware provided by Public Body as part of its own computer system or as otherwise provided in an Exhibit to this Agreement.
 - 2.2.2. Maintenance and Availability. County will provide maintenance to its computer system to ensure that the I.T. Services are functional, operational, and work for intended purposes. Such maintenance to County's system will include "bug" fixes, patches, and upgrades, such as software, hardware, database and network upgrades. The impact of patches and/or upgrades to the applications will be thoroughly evaluated by County and communicated to Public Body through their Points of Contact prior to implementation in Public Body's production environment. County will reserve scheduled maintenance windows to perform these work activities. These maintenance windows will be outlined specifically for each application in the attached Exhibits.
 - 2.2.2.1. If changes to scheduled maintenance windows or if additional maintenance times are required, County will give as much lead time as possible.
 - 2.2.2.2. During maintenance windows, access to the application may be restricted by County without specific prior notification.
- 2.3. County may deny access to I.T. Services so that critical unscheduled maintenance (i.e. break-fixes) may be performed. County will make prompt and reasonable efforts to minimize unscheduled application downtime. County will notify the Points of Contact about such interruptions with as much lead time as possible.

2.4. Backup and Disaster Recovery.

- 2.4.1. County will perform periodic backups of I.T. Services hosted on County's computer system. Copies of scheduled backups will be placed offsite for disaster recovery purposes.
- 2.4.2. County will maintain a disaster recovery process that will be used to recover applications during a disaster or failure of County's computer system.

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I.T. SERVICES - INTERLOCAL AGREEMENT

- 2.5. Auditing. County may conduct scheduled and unscheduled audits or scans to ensure the integrity of County's data and County's compliance with Federal, State and local laws and industry standards, including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA) and Payment Card Industry Data Security Standard (PCI DSS.)
 - 2.5.1. In order to limit possibility of data theft and scope of audit requirements, County will not store credit card account numbers. County is only responsible for credit card data only during the time of transmission to payment processor.
- 2.6. **Training and Information Resources.** County may provide training on use of the I.T. Services on an as-needed basis or as set forth in an Exhibit to this Agreement.
- 2.7. Service Center. I.T. Service incidents requiring assistance must be reported to the Service Center, by the Points of Contact, to the phone number, e-mail or website provided below. The Service Center is staffed to provide support during County's normal business hours of 8:30 a.m. to 5:00 p.m., EST, Monday through Friday, excluding holidays. The Service Center can receive calls to report I.T. Service outages 24 hours a day, 7 days a week. Outages are defined as unexpected service downtime or error messages. Depending on severity, outage reports received outside of County's normal business hours may not be responded to until the resumption of County's normal business hours.

Service Center Phone Number	248-858-8812
Service Center Email Address	servicecenter@oakgov.com
Service Center Website	https://sc.oakgov.com

- 2.8. County may access, use and disclose transaction information and any content to comply with the law such as a subpoena, Court Order or Freedom of Information Act request. County shall first refer all such requests for information to Public Body's Points of Contact for their response within the required time frame. County shall provide assistance for the response if requested by the Public Body's Points of Contact, and if able to access the requested information. County shall not distribute Public Body's data to other entities for reasons other than in response to legal process.
- 2.9. I.T. service providers require County to pass through to Public Body certain terms and conditions contained in license agreements, service agreements, acceptable use policies and similar terms of service, in order to provide I. T. Services to Public Body. Links to these terms and conditions will be provided to Public Body and will be listed on the County's website. County will provide notice when it becomes aware of changes to the terms and conditions of these agreements.

3. PUBLIC BODY RESPONSIBILITIES.

- 3.1. Public Body shall immediately notify County of any unauthorized use of the I.T. Services and any breach of security of the I.T. Services. Public Body shall cooperate with County in all investigations involving the potential misuse of County's computer system or data.
- 3.2. Public Body is the owner of all data provided by Public Body and is responsible to provide all initial data identified in the attached Exhibits, in a format acceptable to County, and, for the CLEMIS Exhibit, as required by applicable statute, regulation, or administrative rule. Public Body is responsible for ensuring the accuracy and currency of data contained within its applications.

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- 3.3. Public Body shall follow County's I.T. Services requirements as described on County's website. Public Body shall comply with County's minimum standards for each Internet browser used by Public Body to access I.T. Services as set forth in an Exhibit(s) to this Agreement. Public Body shall meet any changes to these minimum standards that County may reasonably update from time to time.
- 3.4. Public Body shall not interfere with or disrupt the I.T. Services provided herein or networks connected with the I.T. Services.
- 3.5. Public Body requires that each Public Body Employee with access to I.T. Services shall:
 - 3.5.1. Utilize an antivirus software package/system on their equipment and keep same updated in a reasonable manner.
 - 3.5.2. Have a unique User ID and password that will be removed upon termination of Public Body Employee's employment or association with Public Body.
 - 3.5.3. Maintain the most reasonably current operating system patches on all equipment accessing the I.T. Services.
- 3.6. If authorized by County, Public Body may extend I.T. Services to other entities which are created by or primarily funded by state or local authority. If County authorizes Public Body to provide access to any I.T. Services to other entities, Public Body shall require those entities to agree to utilize an antivirus software package/system on computers accessing the I.T. Services and to assign users of the I.T. Services a unique User ID and password that will be terminated when a user is no longer associated with the entity. Public Body must require an entity receiving I.T. Services under this Section, to agree in writing to comply with the terms and conditions of this Agreement and to provide County with a copy of this writing.
- 3.7. For each I.T. Service covered by an Exhibit to this Agreement, Public Body shall designate two representatives to act as a primary and secondary Points of Contact with County. The Points of Contact responsibilities shall include:
 - 3.7.1. Direct coordination and interaction with County staff.
 - 3.7.2. Communication with general public supported by Public Body.
 - 3.7.3. Following County's procedures to report an application incident.
 - 3.7.4. If required by County, attend training classes provided by County either online or at County's Information Technology Building in Waterford, Michigan or other suitable location determined by County.
 - 3.7.5. Providing initial support services to Public Body users prior to logging a Service Center incident with County.
 - 3.7.6. Requesting security changes and technical support from the Service Center.
 - 3.7.7. Testing Applications in conjunction with County, at the times and locations mutually agreed upon by County and Public Body.
 - 3.7.8. To report a service incident to the Service Center, one of Public Body's Points of Contact shall provide the following information:
 - 3.7.8.1. Contact Name
 - 3.7.8.2. Telephone Number
 - 3.7.8.3. Email Address

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- 3.7.8.4. Public Body Name
- 3.7.8.5. Application and, if possible, the specific module with which the incident is associated.
- 3.7.8.6. Exact nature of the problem or function including any error message that appeared on the computer screen.
- 3.7.8.7. Any action the Points of Contact or user has taken to resolve the matter.
- 3.8. Public Body may track the status of the incident by calling the Service Center and providing the Incident Number.
- 3.9. Public Body shall respond to Freedom of Information Act Requests relating to Public Body's data.
- 3.10. I.T. service providers require County to pass through to Public Body certain terms and conditions contained in license agreements, service agreements, acceptable use policies and similar terms of service, in order to provide I. T. Services to Public Body. Public Body agrees to comply with these terms and conditions. Public Body may follow the termination provisions of this Agreement if it determines that it cannot comply with any of the terms and conditions.

4. **DURATION OF INTERLOCAL AGREEMENT.**

- 4.1. This Agreement and any amendments shall be effective when executed by both Parties with resolutions passed by the governing bodies of each Party except as otherwise specified below. The approval and terms of this Agreement and any amendments, except as specified below, shall be entered in the official minutes of the governing bodies of each Party. An executed copy of this Agreement and any amendments shall be filed by the County Clerk with the Secretary of State. If Public Body is a Court, a signature from the Chief Judge of the Court shall evidence approval by the Public Body, providing a resolution and minutes does not apply. If the Public Body is the State of Michigan, approval and signature shall be as provided by law.
- 4.2. Notwithstanding Section 4.1, the Chairperson of the Oakland County Board of Commissioners is authorized to sign amendments to the Agreements to add Exhibits that were previously approved by the Board of Commissioners but are requested by Public Body after the execution of the Agreement. An amendment signed by the Board Chairperson under this Section must be sent to the Election Division in the County Clerk's Office to be filed with the Agreement once it is signed by both Parties.
- 4.3. Unless extended by an Amendment, this Agreement shall remain in effect for five (5) years from the date the Agreement is completely executed by all Parties or until cancelled or terminated by any of the Parties pursuant to the terms of the Agreement.

5. **PAYMENTS**.

- 5.1. I.T. Services shall be provided to Public Body at the rates specified in the Exhibits, if applicable.
- 5.2. Possible Additional Services and Costs. If County is legally obligated for any reason, e.g. subpoena, Court Order, or Freedom of Information Request, to search for, identify, produce or testify regarding Public Body's data or information that is electronically stored by County relating to I.T. Services the Public Body receives under this Agreement, then Public Body shall reimburse County for all reasonable costs the County incurs in searching for,

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- identifying, producing or testifying regarding such data or information. County may waive this requirement in its sole discretion.
- 5.3. County shall provide Public Body with a detailed invoice/explanation of County's costs for I.T. Services provided herein and/or a statement describing any amounts owed to County. Public Body shall pay the full amount shown on any such invoice within sixty (60) calendar days after the date shown on any such invoice. Payment shall be sent along with a copy of the invoice to: Oakland County Treasurer Cash Acctg, Bldg 12 E, 1200 N. Telegraph Road, Pontiac, MI 48341.
- 5.4. If Public Body, for any reason, fails to pay County any monies when and as due under this Agreement, Public Body agrees that unless expressly prohibited by law, County or the Oakland County Treasurer, at their sole option, shall be entitled to set off from any other Public Body funds that are in County's possession for any reason, including but not limited to, the Oakland County Delinquent Tax Revolving Fund ("DTRF"), if applicable. Any setoff or retention of funds by County shall be deemed a voluntary assignment of the amount by Public Body to County. Public Body waives any Claims against County or its Officials for any acts related specifically to County's offsetting or retaining of such amounts. This paragraph shall not limit Public Body's legal right to dispute whether the underlying amount retained by County was actually due and owing under this Agreement.
- 5.5. If County chooses not to exercise its right to setoff or if any setoff is insufficient to fully pay County any amounts due and owing County under this Agreement, County shall have the right to charge up to the then-maximum legal interest on any unpaid amount. Interest charges shall be in addition to any other amounts due to County under this Agreement. Interest charges shall be calculated using the daily unpaid balance method and accumulate until all outstanding amounts and accumulated interest are fully paid.
- 5.6. Nothing in this Section shall operate to limit County's right to pursue or exercise any other legal rights or remedies under this Agreement or at law against Public Body to secure payment of amounts due County under this Agreement. The remedies in this Section shall be available to County on an ongoing and successive basis if Public Body at any time becomes delinquent in its payment. Notwithstanding any other term and condition in this Agreement, if County pursues any legal action in any court to secure its payment under this Agreement, Public Body agrees to pay all costs and expenses, including attorney fees and court costs, incurred by County in the collection of any amount owed by Public Body.

6. ASSURANCES.

- 6.1. Each Party shall be responsible for any Claims made against that Party by a third party, and for the acts of its employees arising under or related to this Agreement.
- 6.2. Except as provided for in Section 5.6, in any Claim that may arise from the performance of this Agreement, each Party shall seek its own legal representation and bear the costs associated with such representation, including judgments and attorney fees.
- 6.3. Except as otherwise provided for in this Agreement, neither Party shall have any right under this Agreement or under any other legal principle to be indemnified or reimbursed by the other Party or any of its agents in connection with any Claim.
- 6.4. Public Body shall be solely responsible for all costs, fines and fees associated with any misuse by its Public Body Employees of the I.T. Services provided herein.
- 6.5. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or

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- immunity of the Parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity for either Party.
- 6.6. The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.
- 6.7. Each Party shall comply with all federal, state, and local ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this Agreement.

7. USE OF CONFIDENTIAL INFORMATION

- 7.1. The Parties shall not reproduce, provide, disclose, or give access to Confidential Information to the County or to a Public Body Employee not having a legitimate need to know the Confidential Information, or to any third-party. County and Public Body Employees shall only use the Confidential Information for performance of this Agreement. Notwithstanding the foregoing, the Parties may disclose the Confidential Information if required by law, statute, or other legal process provided that the Party required to disclose the information: (i) provides prompt written notice of the impending disclosure to the other Party, (ii) provides reasonable assistance in opposing or limiting the disclosure, and (iii) makes only such disclosure as is compelled or required. This Agreement imposes no obligation upon the Parties with respect to any Confidential Information which can establish by legally sufficient evidence: (i) was in possession of or was known by prior to its receipt from the other Party, without any obligation to maintain its confidentiality; or (ii) was obtained from a third party having the right to disclose it, without an obligation to keep such information confidential.
- 7.2. Within five (5) business days' receipt of a written request from the other Party, or upon termination of this Agreement, the receiving Party shall return or destroy all of the disclosing Party's Confidential Information.

8. **DISCLAIMER OR WARRANTIES**.

- 8.1. The I.T. Services are provided on an "as is" and "as available" basis. County expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement.
- 8.2. County makes no warranty that (i) the I.T. Services will meet Public Body's requirements; (ii) the I.T. Services will be uninterrupted, timely, secure or error-free; nor (iii) the results that may be obtained by the I.T. Services will be accurate or reliable.
- 8.3. Any material or data downloaded or otherwise obtained through the use of the I.T. Services is accessed at Public Body's discretion and risk. Public Body will be solely responsible for any damage to its computer system or loss of data that results from downloading of any material.
- LIMITATION OF LIABILITY. In no event shall either Party be liable to the other Party or any
 other person, for any consequential, incidental, direct, indirect, special, and punitive or other
 damages arising out of this Agreement.
- 10. **<u>DISPUTE RESOLUTION</u>**. All disputes relating to the execution, interpretation, performance, or nonperformance of this Agreement involving or affecting the Parties may first be submitted to

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County's Director of Information Technology and Public Body's Agreement Administrator for possible resolution. County's Director of Information Technology and Public Body's Agreement Administrator may promptly meet and confer in an effort to resolve such dispute. If they cannot resolve the dispute in five (5) business days, the dispute may be submitted to the signatories of this Agreement or their successors in office. The signatories of this Agreement may meet promptly and confer in an effort to resolve such dispute.

11. TERMINATION OR CANCELLATION OF AGREEMENT.

- 11.1. Either Party may terminate or cancel this entire Agreement or any one of the I.T. Services described in the attached Exhibits, upon one hundred twenty (120) days written notice, if either Party decided, in its sole discretion, to terminate this Agreement or one of the Exhibits, for any reason including convenience.
- 11.2. Early termination fees may apply to Public Body if provided for in the Exhibits.
- 11.3. The effective date of termination and/or cancellation shall be clearly stated in the written notice. Either the County Executive or the Board of Commissioners is authorized to terminate this Agreement for County under this provision. A termination of one or more of the Exhibits which does not constitute a termination of the entire Agreement may be accepted on behalf of County by its Director of Information Technology.
- 12. <u>SUSPENSION OF SERVICES</u>. County, through its Director of Information Technology, may immediately suspend I.T. Services for any of the following reasons: (i) requests by law enforcement or other governmental agencies; (ii) engagement by Public Body in fraudulent or illegal activities relating to the I.T. Services provided herein; (iii) breach of the terms and conditions of this Agreement; or (iv) unexpected technical or security issues. The right to suspend I.T. Services is in addition to the right to terminate or cancel this Agreement according to the provisions in Section11. County shall not incur any penalty, expense or liability if I.T. Services are suspended under this Section.
- 13. **<u>DELEGATION OR ASSIGNMENT</u>**. Neither Party shall delegate or assign any obligations or rights under this Agreement without the prior written consent of the other Party.
- 14. **NO EMPLOYEE-EMPLOYER RELATIONSHIP**. Nothing in this Agreement shall be construed as creating an employee-employer relationship between County and Public Body.
- 15. **NO THIRD-PARTY BENEFICIARIES**. Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right in favor of any other person or entity.
- 16. NO IMPLIED WAIVER. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.
- 17. **SEVERABILITY**. If a court of competent jurisdiction finds a term or condition of this Agreement to be illegal or invalid, then the term or condition shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.

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- 18. **PRECEDENCE OF DOCUMENTS.** In the event of a conflict between the terms of and conditions of any of the documents that comprise this Agreement, the terms in the Agreement shall prevail and take precedence over any allegedly conflicting terms in the Exhibits or other documents that comprise this Agreement.
- 19. <u>CAPTIONS</u>. The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural, any reference to gender, and any use of the nominative, objective or possessive case in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.
- 20. FORCE MAJEURE. Notwithstanding any other term or provision of this Agreement, neither Party shall be liable to the other for any failure of performance hereunder if such failure is due to any cause beyond the reasonable control of that Party and that Party cannot reasonably accommodate or mitigate the effects of any such cause. Such cause shall include, without limitation, acts of God, fire, explosion, vandalism, national emergencies, insurrections, riots, wars, strikes, lockouts, work stoppages, other labor difficulties, or any law, order, regulation, direction, action, or request of the United States government or of any other government. Reasonable notice shall be given to the affected Party of any such event.
- 21. **NOTICES**. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (i) the date of actual receipt; (ii) the next business day when notice is sent express delivery service or personal delivery; or (iii) three days after mailing first class or certified U.S. mail.
 - 21.1. If Notice is sent to County, it shall be addressed and sent to: Director, Oakland County Department of Information Technology, 1200 North Telegraph Road, Pontiac, Michigan, 48341, and the Chairperson of the Oakland County Board of Commissioners, 1200 North Telegraph Road, Pontiac, Michigan 48341.
 - 21.2. If Notice is sent to Public Body, it shall be addressed to: Andrew Harris, 151 Martin St., P.O. Box 3001, Birmingham, MI 48012, 151 Martin St., P.O. Box 3001, Birmingham, MI 48012,
 - 21.3. Either Party may change the individual to whom Notice is sent and/or the mailing address by notifying the other Party in writing of the change.
- 22. GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE. This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Agreement shall be brought in the 6th Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.

23. ENTIRE AGREEMENT.

23.1. This Agreement represents the entire agreement and understanding between the Parties regarding the specific Services described in the attached Exhibits. With regard to those Services, this Agreement supersedes all other oral or written agreements between the Parties.

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23.2. The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

IN WITNESS WHEREOF, Andrew Harris hereby acknowledges that he/she has been authorized by a resolution of the City of Birmingham, a certified copy of which is attached, or by approval of the Chief Judge if the Public Body is a Court, to execute this Agreement on behalf of Public Body and hereby accepts and binds Public Body to the terms and conditions of this Agreement.

EXECUTED:	transport of old by unitarity or or	DATE:	
	Andrew Harris		
WITNESSED:		DATE:	
AGREEMENT ADMINISTRA	ATOR: Aller	DATE: 3/29/18	
Commissioners County Board of	, hereby acknowledges that he has b	airperson, Oakland County Board of been authorized by a resolution of the Oakland greement on behalf of Oakland County, and he l conditions of this Agreement.	
EXECUTED:	County Board of Commissioners, 11	DATE:	
	Michael J. Gingell, Chairperson		
	Oakland County Board of Commi	ssioners Till Management in the second	
WITNESSED:	the sent and or the malin	DATE:	
	Oakland County Board of Commi	ssioners	

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EXHIBIT VIII I.T. SERVICES AGREEMENT OakNet Connectivity

INTRODUCTION

COUNTY RESPONSIBILITIES

- County shall provide, install, and maintain the network equipment and cable necessary to deliver the I.T. Service of OakNet Connectivity, which will allow Public Body to connect to the County's network (OakNet) at Public Body's facilities and workstations. OakNet Connectivity permits Public Body to access I.T. Services that County has made available to Public Body.
- County shall provide Public Body with a private IP address range, subnet mask, and gateway address for use by Public Body in configuring its internal network and to enable use of this I.T. Service.
- 3. County shall provide a single port by which Public Body may connect its internal network to OakNet
- 4. County shall use reasonable means to provide the I.T. Service for the transmission of information 24 hours a day, 7 days a week.
- 5. County and authorized Vendors shall present identification to Public Body for physical access to the OakNet Connectivity equipment for emergency service and scheduled maintenance.
- 6. To the extent practicable, County shall notify Public Body sixty (60) days in advance of pending changes in its contract with its third party connection provider(s). If the County's connection provider(s) is increasing costs, County shall provide Public Body with sufficient information to determine if it wishes to continue receiving this I.T. Service.

PUBLIC BODY RESPONSIBILITIES.

- 1. Public Body shall provide adequate space and electrical power for the County to place equipment, an equipment cabinet, and cable.
- 2. Public Body shall promptly provide County staff and authorized third party with physical access to County equipment for emergency service and scheduled maintenance.
- 3. Public Body shall not mount any equipment in the County's equipment cabinet.
- 4. Public Body shall be responsible for configuring and maintaining Public Body's internal network equipment and cabling. Internal network equipment shall include cables connecting Public Body and County equipment.
- 5. Public Body shall configure Public Body workstations and other equipment to operate properly on the internal network, including assignment/configuration of the local IP addresses, Network

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OakNet Connectivity Exhibit VIII

Address Translation (NAT), or Domain Name Services (DNS) and as required to access this I.T. Service.

- If Public Body terminates this I.T. Service, Public Body shall pay any charges related to early termination of third party communication services provided by County on behalf of Public Body.
- 7. Public Body shall be responsible for all costs associated with the relocation, reconfiguration or removal of County equipment and cable, when any of these changes are initiated by or at the request of Public Body, for any reason, including but not limited to relocation of municipal offices, construction, renovation, and discontinuance of services
- 8. Public Body shall not attempt to access, configure, power cycle or connect to any County equipment unless specifically directed to do so by authorized County Department of Information Technology personnel or third party authorized by County.
- Public Body shall designate two representatives to act as a primary and secondary Points of Contact with County and shall fulfill the responsibilities provided in Section 3.7 of the Contract.

SUPPORT

The I.T. Service will be supported by County's Information Technology (I.T.) Department.

SERVICE SUPPORT COSTS

County will invoice Public Body monthly for the cost of the communication lines. These charges will be based upon the rates set by the County's connection provider. County may choose to waive any fees for qualified law enforcement departments and for Public Bodies located within Oakland County.

LICENSED USE AND ACCESS

County grants to Public Body a nonexclusive license to use the County developed software applications, if any, needed to receive this I.T. Service. This license cannot be provided to any other party without County's consent in writing.

EXHIBIT X I.T. SERVICES AGREEMENT CLEMIS

INTRODUCTION.

The Courts and Law Enforcement Management Information System (known as "CLEMIS") is a multifaceted, regional public safety information management system, operated and maintained by the Oakland County Department of Information Technology, CLEMIS Division. CLEMIS is comprised of many software applications.

CLEMIS was created in 1968 to address the inability of criminal justice/public safety agencies to electronically share data in a timely manner. The purpose of CLEMIS is to provide innovative technology and related services to criminal justice/public safety agencies to enable them to share data and to improve the delivery of criminal justice/public safety services. Public Bodies that use CLEMIS have realized lower costs and improved efficiency in providing criminal justice/public safety services. These benefits allow first responders additional time to serve and protect citizens.

The Parties agree to the following terms and conditions:

- 1. **<u>DEFINITIONS</u>**. The following words and expressions used throughout this Exhibit, whether used in the singular or plural, shall be defined and interpreted as follows.
 - 1.1. **CLEMIS** is the Court and Law Enforcement Management Information System, an information management system, comprised of CLEMIS Applications operated and maintained by the CLEMIS Division with recommendations and counsel from the CLEMIS Advisory Committee.
 - 1.2. CLEMIS Advisory Committee (formerly known as the CLEMIS Advisory or Policy Board) is an advisory committee that leads the CLEMIS Consortium and that provides recommendations and counsel to the CLEMIS Division regarding the operation and maintenance of CLEMIS.
 - 1.3. <u>CLEMIS Applications</u> are the specific software applications that comprise CLEMIS. These software applications are listed and described on the CLEMIS Website and are included in the definition of I.T. Services under this Agreement.
 - 1.4. <u>CLEMIS Consortium</u> is a non-legal entity comprised of all CLEMIS Members. Its purpose is to empower criminal justice/public safety agencies to maximize the use of collected data, to enhance daily operations and engage in comprehensive planning. The Consortium is led by the CLEMIS Advisory Committee.
 - 1.5. <u>CLEMIS Division</u> is the division in the Oakland County Department of Information Technology responsible for the operation and maintenance of CLEMIS.
 - 1.6. <u>CLEMIS Fee</u> is the sum of costs for use of CLEMIS, CLEMIS Applications, and services provided by the CLEMIS Division. These costs are listed and itemized on the CLEMIS Website.
 - 1.7. **CLEMIS Member** means the Public Body that executes this Exhibit and compiles with this Agreement.

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EXHIBIT X

- 1.8. <u>CLEMIS Website</u> is the portion of the County's website dedicated to CLEMIS located at www.oakgov.com/clemis or www.clemis.org.
- 1.9. <u>Criminal Justice Information Services ("CJIS") Security Policy</u> is the effective security policy approved by the CJIS Advisory Policy Board setting forth security requirements, guidelines, and agreements for protecting transmission, access, storage, use, generation of, and sources of Criminal Justice Information ("CJI") as defined in the CJIS Security Policy.
- 1.10. <u>Fire Records Management System ("FRMS")</u> is a CLEMIS Application that provides an integrated technology system to participating fire departments, which is further described on the CLEMIS Website.

2. CLEMIS DIVISION RESPONSIBILITIES.

- 2.1. Provision of CLEMIS Applications. County shall provide Public Body with access to CLEMIS and the specific CLEMIS Applications and services marked on Addendum A, which may be changed from time to time. Addendum A is fully incorporated into this Agreement. Notwithstanding any provision in this Agreement, Addendum A and any changes thereto shall be signed by the CLEMIS Division Manager on behalf of County and the authorized representative as designated on Addendum A on behalf of Public Body. The operational descriptions of the CLEMIS Applications and services are set forth on the CLEMIS Website.
- 2.2. <u>Compliance with Laws, Rules, Regulations, and Policies.</u> County shall comply with all applicable laws, rules, and regulations and the CJIS Security Policy in the delivery, operation, and maintenance of CLEMIS Applications and in the transmission, access, storage, and use of data through or in CLEMIS Applications.
- No Verification of Data. County does not verify or review data entered into and stored in CLEMIS for accuracy.

3. PUBLIC BODY RESPONSIBILITIES.

- 3.1. Execution of Exhibit VIII. Unless approved in writing by the CLEMIS Division, Public Body must execute Exhibit VIII to this Agreement (OakNet Connectivity) to provide connectivity for the use and operation of CLEMIS Applications. If Public Body receives approval from the CLEMIS Division not to use OakNet, such approval will be marked on Addendum A.
- 3.2. Execution of Management Control Agreement. Public Body shall execute a Management Control Agreement with County as required by and consistent with the CJIS Security Policy, which may be amended from time to time. The Management Control Agreement shall be executed by the persons authorized to sign Addendum A.
- 3.3. <u>Compliance with Laws, Rules, Regulations, and Policies.</u> Public Body and Public Body Employees shall comply with the CJIS Security Policy and all applicable laws, rules, and regulations when using CLEMIS and when generating, entering, and using data that is stored in CLEMIS.
- 3.4. Access to CLEMIS. Only Public Body Employees authorized by Public Body may access and use CLEMIS. Public Body shall keep a list of Public Body Employees authorized to access and use CLEMIS. Public Body shall review this list at least quarterly

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- to ensure its accuracy. Upon written request of County, Public Body shall provide this list to County. Public Body shall not allow any individuals, who are not on this list, to access and use CLEMIS.
- 3.5. Security/Background Checks. Public Body shall provide for and pay for security/background checks for all Public Body Employees who access and use CLEMIS, as required by the CJIS Security Policy and any other applicable law, rule, and regulation.
- 3.6. **<u>Data Entry.</u>** Public Body is solely responsible for entering all data that is required by any CLEMIS Applications into CLEMIS.
- 3.7. **<u>Data Ownership.</u>** All data entered into CLEMIS by Public Body shall be and shall remain the data of Public Body.
- 3.8. <u>Data Accuracy.</u> Public Body is solely responsible for ensuring that all data entered into and stored in CLEMIS is accurate and complete. Accurate and complete means that the data does not contain erroneous information. Public Body shall <u>immediately</u> correct erroneous information upon discovery of error. To ensure accurate and complete data, Public Body shall conduct regular and systemic audits to minimize the possibility of generating, transmitting, and storing erroneous information.
- 3.9. **Data Update/Expungment/Redaction.** Public Body is solely responsible for updating, expunging, correcting, record locking, or redacting Public Body's data entered into or stored in CLEMIS, as required by law, rule, regulation, court order, or the CJIS Security Policy.
- 3.10. Access to Public Body Facilities. Public Body shall allow County employees access to Public Body facilities for maintenance of CLEMIS and to audit Public Body's use of CLEMIS.
- 3.11. <u>Provision of Hardware/Equipment.</u> The hardware/equipment needed to access and use CLEMIS shall be purchased, maintained, repaired and replaced by Public Body, unless otherwise agreed, in writing, by the Parties. The hardware/equipment shall meet the specifications and requirements set forth by the CLEMIS Division.
- 3.12. <u>Changes or Alternations to Public Body Facilities.</u> If Public Body is required to or decides to make changes or alternations to its facilities/buildings for any reason, then Public Body is responsible for all costs and expenses associated with moving or relocating hardware/equipment used to access CLEMIS or with moving or relocating the medium/connectivity, e.g., fiber, wireless connections, ISDN Lines, T1 Lines, etc., used to access CLEMIS.
- 3.13. **E-Mail Address.** Public Body shall create and monitor a generic CLEMIS email address. The CLEMIS Division will provide Public Body instructions on how to create this email address. This email address will be the main point of contact for scheduled maintenance, outages, alerts, etc.
- 3.14. <u>Cooperation.</u> Public Body shall fully cooperate with County concerning the performance of this Agreement.
- 4. PROVISION OF PUBLIC BODY DATA TO PUBLIC BODY OR THIRD PARTIES.

- 4.1. Request by Public Body for Public Body Data. Public Body may request in writing that County provide a copy of portions of Public Body's data to Public Body. County will provide such data in a format and time period determined by County, but will use its best efforts to provide the data in the format and time period requested by Public Body.
- 4.2. Freedom of Information Act Request/Court Orders to County for Public Body Data. County is required and will respond, pursuant to applicable law and/or court order, to Freedom of Information Act ("FOIA") requests and court orders addressed to it and received by it for Public Body data possessed by County. Before responding to a FOIA request or a court order concerning Public Body's data possessed by County, County will use its best efforts to inform Public Body of the request or order and give them an opportunity to provide County with information that could impact County's response to the FOIA request or court order.

4.3. Continuous Access to Public Body Data by Third Parties.

- 4.3.1. In Addendum A, Public Body may request that County provide continuous access to Public Body's data to a third party. Addendum A shall identify the third party and shall set forth any specific instructions regarding the provision of such data to the third party. The County shall determine the manner in which to provide access to Public Body's data.
- 4.3.2. County shall provide and shall continue to provide access to Public Body's data to the third party identified in Addendum A, until Public Body provides written notice to the CLEMIS Manager to stop or change such access. The written notice shall contain the date on which access to Public Body's data shall stop. Upon receipt of this notice, County shall promptly stop the third party's access to Public Body's data and shall use its best efforts to stop third party access to Public Body's data on the date requested by Public Body.
- 4.3.3. In order to effectuate the third party's continuous access to Public Body's data, County will require the third party to execute an agreement with County to govern delivery and/or access to Public Body's data. The CLEMIS Manager is authorized to sign this agreement on behalf of County.
- 4.4. Providing Public Body Data to Third Parties. County will not provide data to a third party, unless County is the recipient of a Freedom of Information Act request or court order or is directed in Addendum A to provide data to a third party. Notwithstanding any other provision, County shall provide Public Body's data to related Mugshots, Livescan, Michigan Incident Crime Reporting, and Crash/UD-10 traffic crash reports to the Michigan State Police.
- 4.5. Costs for Providing Public Body Data. If County incurs any costs in providing Public Body's data to a third party or to Public Body, then Public Body shall be responsible for those costs and shall reimburse County for those costs. The CLEMIS Division shall invoice Public Body for such costs. Public Body shall pay the invoice at the location and within the time period stated in the Agreement. The CLEMIS Division may waive these costs in its sole discretion.

- 4.6. Protected Health Information. If the data, to be provided to a third party, is Protected Health Information" or "PHI" (defined in 45 CFR 160.103) under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and under the changes to HIPAA made by the Health Information Technology for Economic and Clinical Health Act ("HITECH Amendment"), then County and Public Body shall execute a Business Associate Agreement.
- 4.7. County not Responsible for Third Party Use of Data. Public Body acknowledges and agrees that if it requests County to provide access to Public Body's data to a third party, County shall not be responsible for any actions of the third party and the third party's use of Public Body's data.

5. <u>FINANCIAL RESPONSIBILITIES—CLEMIS FEE</u>

- 5.1. Payment of CLEMIS Fee. Public Body shall pay the CLEMIS Fee to County for the CLEMIS Applications and services, which are marked on Addendum A. The amount of the CLEMIS fee and the costs that comprise the CLEMIS Fee are listed and itemized on the CLEMIS Website. The CLEMIS Division shall invoice Public Body on a quarterly basis for the CLEMIS Fee, unless otherwise specified. Public Body shall pay the invoice at the location and within the time period stated in the Agreement.
- 5.2. <u>Establishment of CLEMIS Fee.</u> The CLEMIS Division upon the recommendation and counsel of the CLEMIS Advisory Committee shall establish the CLEMIS Fee. The CLEMIS Fee shall be posted on the CLEMIS website and may be obtained from the CLEMIS Division.
- 5.3. **Review of CLEMIS Fee.** The CLEMIS Division and the CLEMIS Advisory Committee shall annually review the CLEMIS FEE.
- 5.4. <u>CLEMIS and FRMS Funds.</u> County has established and shall continue to have separate enterprise funds within the County budget for revenues, expenses, and operations of CLEMIS (hereinafter "CLEMIS Fund and FRMS Fund").
- 5.5. Deposit of CLEMIS Fee. All monies paid by Public Body to County pursuant to this Exhibit shall be deposited into the CLEMIS Fund or FRMS Fund, as applicable. Only revenues and expenses stemming from CLEMIS operations and maintenance are recorded in the CLEMIS Fund and FRMS Fund; no other County revenues and expenses are recorded in these Funds. Any equity in the CLEMIS Fund and FRMS Fund at the end of the County's fiscal year shall be rolled into the CLEMIS Fund and FRMS Fund for the next fiscal year. Surplus/equity in the CLEMIS Fund and FRMS Fund can only be used for CLEMIS operations and maintenance and not for the general operations of County or Public Body. Any County general fund contributions (transfers) to the CLEMIS Fund and FRMS Fund are strictly based on availability and official appropriation by County and cannot be deemed permanent on-going contributions.
- 5.6. <u>Financial Statement for CLEMIS and FRMS Funds.</u> The County Fiscal Services Division shall prepare financial statements for the CLEMIS Fund and FRMS Fund on a quarterly basis. These financial statements will be posted on the CLEMIS Website on a quarterly and year-end basis. The County Director of Management and Budget or his/her

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- designee shall report the condition of the CLEMIS Fund and FRMS Fund to the CLEMIS Advisory Committee, on a quarterly basis.
- 5.7. **Refund of CLEMIS Fee for Operational Problems.** Subject to Section 18 (Force Majeure) of the Agreement, if any CLEMIS Applications are not operational for more than fourteen (14) consecutive calendar days, County shall refund the CLEMIS Fee, already paid by Public Body, for the days that the CLEMIS Applications were not operational.
- 6. COUNTY/PUBLIC BODY RESPONSIBILITIES FOR CLEMIS CITATION PAYMENT APPLICATION AND CLEMIS CRASH PURCHASE APPLICATION. If a Public Body uses the CLEMIS Citation Payment Application (hereinafter "Payment Application) and/or the CLEMIS Crash Purchase Application (hereinafter "Purchase Application"), then the following terms and conditions apply:
 - 6.1. Placement of URL. Public Body shall be responsible for placing the Payment Application and the Purchase Application URLs on its website; the URLs shall be provided by County. Public Body shall include this URL in printed or electronic communications to the general public regarding the Payment Application and the Purchase Application.
 - 6.2. Questions Regarding Payment of Tickets/Citations/Parking Tickets and Purchase of Crash/Accident Reports. County shall refer all questions that County receives to Public Body regarding the payment of citations/tickets/parking tickets and the purchase of crash/accident reports and regarding the amount of monies owed to Public Body.
 - 6.3. Security of Data. County shall secure and protect data received through the Payment Application and Purchase Application (including credit card information) according to law, County's contractual obligations, and reasonable business standards and practices.
 - 6.4. **No Interference with Contract.** Third-party service providers such as PayPal Inc. and Elavon, Inc. are required for the operation of the Payment Application and Purchase Application. Neither Public Body nor Public Body Employees shall act or fail to act, either directly or indirectly, in a manner to cause any purported breach in any term or condition in any agreement between County and such third party.
 - 6.5. Enhanced Access Fee. Persons or entities paying citations/tickets/parking tickets through the Payment Application or purchasing crash/accident reports through the Purchase Application shall be charged an Enhanced Access Fee, in addition to the monies owed to Public Body.
 - 6.6. Payment Transaction for Payment Application. When using the Payment Application, a person or entity paying a citation/ticket/parking ticket will authorize two transactions, at the time of payment: (1) one transaction for payment of monies owed to Public Body/Court and (2) one transaction for payment of the Enhanced Access Fee. The funds for the payment to Public Body/Court will be directed to the depository account designated and/or owned by Public Body/Court. The funds for the Enhanced Access Fee will be directed to a depository account designated and owned by County.
 - 6.7. Amount of Enhanced Access Fee for Payment Application. The Enhanced Access Fee charged to persons/entities paying citations/tickets/parking tickets through the Payment Application shall be in an amount established by the Oakland County Board of

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Commissioners, Miscellaneous Resolution # 07121 and as subsequently amended by the Oakland County Board of Commissioners. Public Body shall receive one dollar (\$1.00) of the Enhanced Access Fee collected for each citation/ticket paid through the Payment Application. Given the small amount of the Enhanced Access Fee for parking tickets, Public Body shall receive no portion of the Enhanced Access Fee collected for parking tickets paid through the Payment Application.

- 6.8. Amount of Enhanced Access Fee for Purchase Application. The Enhanced Access Fee charged to persons/entities purchasing crash/accident reports through the Purchase Application shall be in an amount established by the Oakland County Board of Commissioners, Miscellaneous Resolution # 09182 and as subsequently amended by the Oakland County Board of Commissioners. Public Body shall receive one dollar (\$1.00) of the Enhanced Access Fee collected for the purchase of each crash/accident report through the Payment Application.
- 6.9. Amount of Fee for Crash/Accident Report. Public Body shall set the fee for the purchase of the crash/accident report through the Purchase Application. The amount of this fee shall be listed in Addendum A.
- 6.10. Distribution of Enhanced Access Fees and Fees for Crash/Accident Reports. Public Body's portion of the Enhanced Access Fees, set forth in this Exhibit, and the fee for the crash/accident reports, set forth in Addendum A, shall be disbursed to Public Body pursuant to its written instructions. Public Body shall provide the written instructions, required by this section to CLEMIS Division.
- 6.11. Obligations and Responsibilities if Public Body is a Court.
 - 6.11.1. Access to Website. If Public Body is a Court, then County shall provide access to a password protected website where Public Body/Court can issue credits or refunds and view daily, weekly, and monthly transactions processed through the Payment Application.
 - 6.11.2. Contract for Credit Card Processing. If Public Body is a Court, then County shall establish, maintain, and pay for a separate contract for credit card processing services with the entities currently providing credit card processing services for County, i.e., PayPal Inc. and Elavon, Inc.
 - 6.11.3. Separate Depository Bank Account. If Public Body is a Court, then it shall maintain a corresponding depository bank account, with a depository financial institution acceptable to County, for the receipt of monies owed to Public Body/Court. Public Body/Court shall provide County with all necessary bank account numbers and routing number to give effect to this requirement.

7. CLEMIS ADVISORY COMMITTEE.

7.1. Establishment and Purpose of CLEMIS Advisory Committee. The CLEMIS Advisory Committee was established to obtain advice and guidance from CLEMIS Members concerning policy, technical, and operational questions for CLEMIS Applications. The purpose behind the CLEMIS Advisory Committee is to allow CLEMIS Members to provide input regarding the operation and management of CLEMIS. The CLEMIS Advisory Committee leads the CLEMIS Consortium and provides recommendations and

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- counsel to the CLEMIS Division regarding the operation, maintenance, and budget for CLEMIS (including suggested security policies, development/operation/modifications to CLEMIS Applications, and actions regarding misuse of CLEMIS).
- 7.2. <u>Composition of CLEMIS Advisory Committee.</u> The composition of the CLEMIS Advisory Committee is posted on the CLEMIS Website.
- 7.3. <u>CLEMIS Advisory Committee Meetings.</u> The CLEMIS Advisory Committee meets at least four (4) times per year. CLEMIS Members are encouraged to attend.
- 7.4. CLEMIS Advisory Committee Officers. Every July, the CLEMIS Advisory Committee shall elect a Chairperson by majority vote. The Chairperson shall select and appoint a Co-Chairperson. The CLEMIS Division Manager shall serve as Executive Secretary to the CLEMIS Advisory Committee. The Executive Secretary shall prepare the agenda for CLEMIS Advisory Committee meetings. Prior to each meeting, the Chairperson and the Executive Secretary shall review the contents of each agenda.
- 7.5. <u>CLEMIS Advisory Committee—Subcommittees.</u> The CLEMIS Advisory Committee may create subcommittees as it deems appropriate. The subcommittees and their composition and responsibilities shall be posted on the CLEMIS Website. The CLEMIS Advisory Committee Chairperson shall appoint the chairpersons of the subcommittees, except for the Chairperson of the Strategic Planning subcommittee, whose Chairperson is the current President of Oakland County Chiefs of Police Association and except for the Chairperson of Fire Governance whose Chairperson is elected by the Fire Governance Committee members.
- 8. **TRAINING.** Public Body shall require all Public Employees who use or access CLEMIS to attend training classes required by the CLEMIS Division. The format of the training classes will be at the discretion of the CLEMIS Division, e.g., train the trainer, classroom training, or online/remote training. If the training classes are held at County facilities or held in an online/remote format, then such training classes are at no cost to Public Body or Public Employees. If the training classes are held at non-County facilities, there may be a charge to Public Body based on time, materials, and location of training classes.
- 9. <u>SUPPORT AND MAINTENANCE SERVICES</u>. County shall maintain and support the CLEMIS Applications. The CLEMIS Fee includes the costs for support and maintenance services for the CLEMIS Applications and other services provided by the CLEMIS Division, unless otherwise indicated on Addendum A. When providing support and maintenance services for CLEMIS, County has the authority to prioritize its resources, including, but not limited to, the order in which calls for support or maintenance will be resolved and allocation of time of its employees, agents, subcontractors, and equipment.

10. OBLIGATIONS & RESPONSIBITIES UPON TERMINATION/CANCELLATION.

- 10.1. <u>Use of CLEMIS & CLEMIS Applications.</u> Upon the effective date of termination or cancellation of this Exhibit, Public Body shall stop using CLEMIS and CLEMIS Applications and it shall not have access to CLEMIS and CLEMIS Applications.
- 10.2. <u>Use and Access to Public Body's Data.</u> Upon the effective date of termination or cancellation of this Exhibit, Public Body's data shall not be useable by or accessible to any other CLEMIS Member.

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- 10.3. Transition of Data upon Termination/Cancellation. Upon termination or cancellation of this Agreement, CLEMIS shall provide a copy of Public Body's data to Public Body in an electronic format and a time period determined by County. Upon written confirmation from Public Body that it received its data, County will purge Public Body's data from CLEMIS and any disaster recovery sites. If County incurs any costs in copying Public Body's data, then Public Body shall be responsible for those costs and shall reimburse County for those costs. The CLEMIS Division shall invoice Public Body for such costs. Public Body shall pay the invoice at the location and within the time period stated in the Agreement. The CLEMIS Division may waive these costs in its sole discretion.
- 10.4. Obligation to Pay CLEMIS Fee Upon Termination/Cancellation. Public Body's obligation to pay the CLEMIS Fee shall stop on the effective date of termination or cancellation. If the termination or cancellation date is other than the end of a quarter, any CLEMIS Fee, paid in advance to County, shall be refunded to Public Body on a pro-rated daily basis for the time period that Public Body paid in advance.

ADDENDUM A

I. CLEMIS CATEGORIES / TIERS

Public Body shall receive the CLEMIS Applications and services associated with the category/tier selected below. The CLEMIS Website describes each category/tier listed below, describes the CLEMIS Applications that are received with a particular category/tier, and lists the cost for the below categories. As used in this Addendum "FTE" means Full-Time Equivalents (Sworn Officers).

\overline{V}	Tier 1		
	16 or more FTE's	O 6 − 15 FTE's	O 1−5 FTE's
	Tier 2 16 or more FTE's	○ 6 – 15 FTE's	○ 1-5 FTE's
	•	0 6-15FIES	O 1-5FIES
Ш	Tier 2.5 16 or more FTE's	O 6 – 15 FTE's	O 1-5 FTE's
	Tier 3		
	O 16 or more FTE's	6 − 15 FTE's	O 1−5 FTE's
	Tier 4 Rescinded		
	<u>Tier 5</u> Rescinded		
П	Tier 6 (eCLEMIS)		
	19 or more FTE's	O 6 – 18 FTE's	O 1-5 FTE's
	<u>Tier 7</u> Public Safety Answerir	ng Point (PSAP)/Central Di	spatch Center
	Tier 8 Jail Management (outsi	de Oakland County)	
	Federal Departments, Offices or Agencies Inquiry Only in the State of Michigan (does not contribute any data)		
	<u>District Court in Oakland County</u> (excluding 52nd District Courts)		
	Pays CLEMIS Fee: rec	eives ticket data.	
	OPT-OUT of C	LEMIS Citation Payment A	pplication
	Does not pay CLEMIS Citation Payment Applic		nd and must exclusively use CLEMIS
П	District Court outside Oakland	d County	
	O Pays CLEMIS Fee: red	seives ticket data	
	_	LEMIS Citation Payment A	pplication
		Fee: receives ticket data lo	ad and must exclusively use CLEMIS
	Circuit Court (outside Oakland	County - does not contribute	e any data)
	Prosecutor Office (outside Oal	kland County, does not contr	ibute any data)
П	FRMS Participant (Fire Record	s Management System)	

II. ADDITIONAL CLEMIS APPLICATIONS

Public Body may select and shall receive any of the CLEMIS Applications, selected below, for a separate cost. The cost for the CLEMIS Applications is set forth on the CLEMIS Website.

\checkmark	Mobile Data Computers ("MDC")		
	WITH County provided wireless	0	WITHOUT County provided wireless
	CAD Only WITHOUT County provided v	vireless	
\checkmark	<u>Livescan</u>	_	
	WITH printer	0	WITHOUT printer
\checkmark	Mugshot		
_	 Capture Station and Investigative 	O	Investigative Only
Ш	Jail Management		
	CLEMIS Member located in Oakland C	•	
	CLEMIS Member located outside Oakl	and Cou	inty
	<u>OakVideo</u> (CLEMIS Member located outside	Oakland	County)
	Crime Mapping Application		
√	Pawn Application		
√	Fire Records Management System In Oakla	nd Cour	<u>ntv</u>
	Phase I	0	Phase II
	Fire Records Management System Outside	Oakland	d County
	Fire Department In Oakland County Data Ex	tract	
	Fire Department Outside Oakland County D	ata Extr	<u>act</u>
同	CRASH Report Payment Amount: \$_\$5.05	0	
\Box	Enhanced Access Fee Disbursement Instru	ctions	
	O Disbursement when Requested	0 [Disbursement Quarterly
	Make Check Payable to:		
	OPT-OUT of Exhibit V (OakNet Connectivity) OakNe	t connectivity is not needed
	<u>CLEMIS Member / Public Body</u> requests that entity:	County p	provide Public Body's data to the following
	Vendor Name:		
	Address:		
	Contact:	Pł	none:
	Email:		

COUNTY:	
James Hess, CLEMIS Division Manager	Date
PUBLIC BODY:	
Title/Name:	
0	
Signature:	
	Date

(to be completed by Public Body)

EXHIBIT XI I.T. SERVICES AGREEMENT ArcGIS ONLINE

INTRODUCTION

ArcGIS Online ("AGO") is a web based, collaborative Geographic Information System (GIS) that allows users having an AGO Named User account to create and share maps, applications (apps), layers, analytics, and data in Environmental Systems Research Institute, Inc.'s ("ESRI") secure cloud.

County entered into an agreement with ESRI that permits County to deploy AGO to Public Body (County Contract No. 004545 and herein referred to as the "Enterprise Agreement," which can be found on the Oakland County Purchasing Website at the 'Contract Public Search' link or provided to the Public Body upon request). The Parties desire for Public Body to be authorized to access and use AGO as specified in the Enterprise Agreement.

County will provide Public Body with AGO Named User accounts that will allow Public Body to access the County's AGO portal without having to purchase, manage or maintain its own AGO Named User accounts.

The Enterprise Agreement includes a License Agreement (herein referred to as the "License Agreement") and a CVT Acknowledgment Statement, which is attached and incorporated as Addendum A, that Public Body must comply with in order to access and use AGO.

1. **DEFINITIONS**

- 1.1. "Deploy," "Deployment," or "Deployed" means County assigning, managing, and maintaining AGO Named User accounts for access to and use of County's AGO portal by Public Body.
- 1.2. "Tier 1 Support" means the Technical Support provided via the Oakland County Service Center to Public Body to resolve reported incidents involving Public Body's access to or use of County's AGO portal.

2. OAKLAND COUNTY RESPONSIBILITIES

- 2.1. <u>Deployment</u>. County shall deploy AGO Named User accounts to Public Body as specified in the Enterprise Agreement without fee or cost to Public Body.
- 2.2. <u>Access Management</u>. County shall deploy AGO Named User accounts to Public Body through County's Service Center. The deployment of AGO Named User accounts by County to Public Body will terminate as specified in the Enterprise Agreement.

- 2.3. <u>Support</u>. County's Information Technology (I.T.) Department shall pass through updates and provide Tier 1 Support to Public Body for applicable AGO use without fee or cost to Public Body.
- 2.4. <u>Administration of CVT Acknowledgement Statement</u>. After Public Body signs and provides the County with the signed original CVT Acknowledgement Statement (Addendum A) in accordance with paragraph 3.1, County shall provide the CVT Acknowledgement Statement signed by Public Body to ESRI.

3. PUBLIC BODY RESPONSIBILITIES

- 3.1. Execution of CVT Acknowledgement Statement. Public Body shall sign and provide the County with the signed original CVT Acknowledgement Statement (Addendum A), prior to County deploying AGO Named User accounts to Public Body. The CVT Acknowledgement Statement must be signed by an authorized representative of Public Body.
- 3.2. Public Body Compliance. Public Body and its employees and contractors shall comply with the terms and conditions in this Exhibit, the CVT Acknowledgement Statement, the License Agreement, any new agreement mentioned in paragraph 3.4, and any applicable laws, rules, and regulations when accessing or using AGO. Public Body's access and use of AGO may be suspended or terminated if County is in breach of the Enterprise Agreement or if Public Body is in breach of this Exhibit, the CVT Acknowledgement Statement, the License Agreement, any new agreement mentioned in paragraph 3.4, or any applicable laws, rules, and regulations when accessing or using AGO. Public Body acknowledges and agrees that it has received and reviewed the License Agreement.
- 3.3. <u>Amendments to License Agreement</u>. In order to access and use AGO, Public Body shall agree to and comply with any and all amendments to the License Agreement relating to the access or use of AGO. Amendments to the License Agreement can be found on the Oakland County Purchasing Website at the 'Contract Public Search' link or provided to the Public Body upon request. County will provide notice to Public Body when it becomes aware of applicable amendments to the terms and conditions of the License Agreement.
- 3.4. New Agreements. County may enter into new agreements in the future with ESRI involving AGO. New agreements between County and ESRI may require Public Body to agree to and sign (if necessary) new CVT Acknowledgment Statements, License Agreements, or other equivalent or related agreements. In order to access and use AGO, Public Body shall agree to and comply with new CVT Acknowledgment Statements, License Agreements, or other equivalent or related agreements. New agreements can be found on the Oakland County Purchasing Website at the 'Contract Public Search' link or provided to the Public Body upon request. County will provide

- notice to Public Body when it becomes aware that Public Body must comply with any new agreements.
- 3.5. <u>Future Standards and Guidelines</u>. County may, and reserves the right to, implement future standards and guidelines as needed for use of AGO, including but not limited to, restricting Public Body's AGO credit consumption or designating Public Body's employees and contractors that may report AGO incidents to the Service Center. In order to access and use AGO, Public Body shall agree to and comply with new or different standards or guidelines that are provided to Public Body.
- Identity & Access Management ("IAM") Self Service Registration. All employees and contractors of Public Body must create an IAM account through Service Center's selfregistration to access or use AGO.
- 3.7. <u>Account Notification Requirements</u>. Public Body shall immediately inform County via the Service Center if any employee or contractor of Public Body is no longer employed by the Public Body, no longer requires access to the AGO portal, or breaches this Exhibit, the CVT Acknowledgement Statement, the License Agreement, any applicable amendments to those agreements, or any new agreement mentioned in paragraph 3.4. County may require Public Body to verify its inventory of active Public Body AGO Named User accounts periodically.

4. LICENSED USE AND ACCESS

4.1. County grants to Public Body a nonexclusive license to use County developed software applications, if any, needed to receive this I.T. Service. This license cannot be provided to any other party without County's advance written consent.

ADDENDUM A EXHIBIT XI I.T. SERVICES AGREEEMNT ArcGIS ONLINE

CVT ACKNOWLEDGMENT STATEMENT

Environmental Systems Research Institute, Inc. ("Esri"), having an address at 380 New York Street, Redlands, CA 92373 and County of Oakland, MI ("County") have entered into an Enterprise Agreement (EA), identified as Agreement No. 312130, formerly 2014ELA719, and several amendments to that EA. Esri has authorized County to Deploy ArcGIS Online to specific CVTs during years two (2) and three (3) of the EA. Deployment of ArcGIS Online by County to CVTs and CVTs use of the ArcGIS Online is subject to the terms of the License Agreement (Esri contract no. 2014MLA7199) contained in the EA and the additional requirements below.

The CVT, identified below as a Licensee, represents it has received and read the License Agreement, and understands and agrees to be bound by the terms of the License Agreement and the following requirements for use of ArcGIS Online Deployed by County to it. CVT agrees that Esri may pursue remedies against CVT for material breach of the License Agreement or the following requirements. All Deployments made by County to CVT will be made through County's centralized point of contact and will cease upon expiration or termination of County EA. County shall pass through updates and provide Tier 1 Support to CVT during the term of the EA for applicable ArcGIS Online use.

Additionally:

- (1) Beta licenses are not available during the term of the EA. Therefore, Section 3.2, Beta License, of the General License Terms and Conditions—E204 in the License does not apply to CVT.
- (2) Section 4.1f. Consultant Access, of the General License Terms and Conditions—E204 in the License Agreement, is modified to add the following restriction: Access to and use of any ArcGIS Online is restricted to use by consultants and contractors who are under contract with CVT, for the sole benefit of CVT while (i) working on-site at CVT's facilities; (ii) remotely accessing or using ArcGIS Online from CVT's on-site computers or machines; or (iii) remotely accessing or using EA Products from a third party's computers or machines. CVT shall require consultant or contractor to discontinue access to and use of EA Products upon completion of work for CVT.
- (3) CVT remains subject to US Export Control Regulation requirements outlined in the License Agreement.
- (4) Transfer, redistribution, or assignment of ArcGIS Online and any EA Product to any third party without Esri's written permission is prohibited.
- (5) During the term of the EA, licenses Deployed by County to CVT may be terminated if County or CVT is in material breach.
- (6) Any and all Amendments to the License Agreement relating to the use of ArcGIS Online signed by the County and Esri shall be binding on the CVT.

In the event of a conflict in the terms and conditions of this acknowledgment and the License Agreement, the terms and conditions of this document shall have precedence over those contained in the License Agreement. No other rights are granted to CVT under this acknowledgment.

ACCEPTED AND AGREED:	
CVT)	
ignature:	
Printed Name:	
Title:	
Date:	

EXHIBIT XII I.T. SERVICES AGREEMENT DATA SHARING

INTRODUCTION

The Enhanced Access to Public Records Act, 1996 PA 462, MCL 15.441 *et seq.*, and the Urban Cooperation Act of 1967, 1967 PA 7, MCL 124.501 *et seq.*, allow the County to make Access Oakland Products and data owned and maintained by the County on or in relation to its Geographic Information System (GIS) available to Public Body without fee or cost for the purposes and uses described in this Exhibit.

1. **DEFINITIONS**

- 1.1. "Geographic Information System Data" or "GIS Data" means any output from the County's computerized database, developed pursuant to MCL 15.441 *et seq.*, for the purpose of making public records immediately available for public inspection or their purchase or copying by digital means.
- 1.2. "Access Oakland Product" means any specially packaged public record, information or product, developed pursuant to MCL 15.441 *et seq.*, for the purpose of making public records immediately available for public inspection or their purchase or copying by digital means, and available via the County's website.
- 1.3. "Consultants, Contractors or Subcontractors" mean entities under contract to Public Body who use Access Oakland Products and/or GIS Data in or for performance of services pursuant to their contract with Public Body.
- 1.4. "Third Party" means a person who requests Access Oakland Products and/or GIS Data from Public Body and is not a Public Body entity or a Consultant, Contractor or Subcontractor performing services for Public Body.

2. OAKLAND COUNTY RESPONSIBILITIES

2.1. The County agrees to provide Public Body, without fee or cost, with data available as GIS Data and/or Access Oakland Products in retrievable form for public purposes permitted by law, including but not limited to assessing, planning, zoning, property inspection, economic or community development, public safety, public works, parks and recreation, and engineering.

3. PUBLIC BODY RESPONSIBILITIES

3.1. All of the Access Oakland Products and GIS Data, including but not limited to text, data, photographs, maps, images, graphics, audio and video clips, trademarks, logos and service marks (collectively the Content) are owned by the County or licensed to the County by Third Parties who own the Content. The Content is protected by copyright,

trademark and other intellectual property law. Public Body will cooperate promptly with any reasonable request by the County in any investigation of possible infringement of any applicable copyright or other proprietary right related to Public Body's use of Access Oakland Products and/or GIS Data.

- 32. All requests for GIS data and/or Access Oakland Products for the uses specified in Paragraph 2.1 shall be made on behalf of Public Body by a designee of Public Body.
- 3.3. Requests for GIS Data will be submitted to the One Stop Shop, Oakland County, Michigan and requests for Access Oakland Products will be submitted to Access Oakland's Account Services website. Either Party to this agreement may designate another individual to make or receive such requests by providing prior written notice.
- 3.4. Public Body will only use GIS Data and/or Access Oakland Products provided by the County under this Agreement in the performance of Public Body's authorized and permitted duties.
- 3.5. Public Body shall require any and all of its Consultants, Contractors or Subcontractors who, on behalf of Public Body, want access to GIS Data and/or Access Oakland Products described in this Agreement to execute a written agreement by which Public Body's Consultants, Contractors or Subcontractors agree to the provisions in the following subparagraphs. Public Body shall provide an original of the fully signed and executed agreement described in this paragraph to the County prior to the Public Body's Consultants, Contractors or Subcontractors accessing the GIS Data and/or Access Oakland Products.
 - 3.5.1 Public Body's Consultants, Contractors or Subcontractors shall be bound by the terms and conditions of this Agreement;
 - 3.5.2 Public Body's Consultants, Contractors or Subcontractors shall refrain from using the GIS Data and/or Access Oakland Products for any purpose except those authorized by Public Body in relation to the performance of its official duties; and,
 - 3.5.3 Public Body's Consultants, Contractors or Subcontractors shall return to Public Body all copies of GIS Data and/or Access Oakland Products, regardless of their form or method of storage, upon the completion or termination of its consulting, contracting or subcontracting relationship with Public Body and/or the completion of its assigned tasks or duties and/or termination of this Exhibit.
- 3.6. Public Body shall comply with all of the provisions in MCL 15.443(1)(d). Except as provided in section 3.5 above, Public Body agrees that it shall refrain from providing GIS Data and/or Access Oakland Products to Third Parties, as that term is defined in MCL 15.442(i). Public Body shall refer all other requests, not related to this Agreement, to purchase or otherwise acquire GIS Data and/or Access Oakland Products to Oakland County.

4.

LICENSED USE AND ACCESS		
4.1.	County grants to Public Body a nonexclusive license to use County developed software applications, if any, needed to receive this I.T. Service. This license cannot be provided to any other party without County's advance written consent.	

EXHIBIT XIII I.T. SERVICES AGREEMENT PICTOMETRY LICENSED PRODUCTS

INTRODUCTION

Pictometry Licensed Products offers a Geographic Information System (GIS) solution that allows authorized users to access Pictometry-hosted high-resolution, orthogonal and oblique imagery.

County entered into a contract (Contract No. 004939) with Pictometry International Corp. ("Pictometry"), which contains several license agreements ("License Agreements") that can be found on the Oakland County Purchasing Website at the 'Contract Public Search' link or provided to the Public Body upon request. The License Agreements permit County access to and use of the Pictometry Licensed Products that are described in the License Agreements. The License Agreements also allow the County to provide Public Body with access to and use of Pictometry Licensed Products that are specified in the Pictometry Authorized Subdivision Agreement ("Licensed Products"), which is attached and incorporated into this Exhibit as Attachment A.

The Parties desire for Public Body to be authorized to access and use the Licensed Products subject to the applicable licenses and conditions stated in this Exhibit. County will provide Public Body with access to the Licensed Products without Public Body having to purchase the Licensed Products.

1. OAKLAND COUNTY RESPONSIBILITIES

- 1.1. Access and Use. County shall provide Public Body with access to Licensed Products without fee or cost to Public Body. County will only provide Public Body with access to the Licensed Products when the Pictometry Authorized Subdivision Agreement or an equivalent agreement is in effect.
- 1.2. <u>Access Management</u>. County will provide Public Body with access to the Licensed Products through County's Service Center.
- 1.3. <u>Administration of Pictometry Authorized Subdivision Agreement</u>. After Public Body signs and provides the County with the signed original Pictometry Authorized Subdivision Agreement (Attachment A) in accordance with paragraph 2.1, County shall provide the Pictometry Authorized Subdivision Agreement signed by Public Body to Pictometry for its signature. After Pictometry signs and provides the Pictometry Authorized Subdivision Agreement to County, County will provide a copy of the fully executed Pictometry Authorized Subdivision Agreement to Public Body.
- 1.4. <u>Administration of Pictometry Authorized Sub-User Agreement</u>. After Public Body provides County with the signed original Pictometry Authorized Sub-User Agreement

(which is attached and incorporated into this Exhibit as Attachment B) in accordance with paragraph 2.2, County shall provide the Pictometry Authorized Sub-User Agreement signed by the contractor to Pictometry for its signature. After Pictometry signs and provides the Pictometry Authorized Sub-User Agreement to County, County will provide a copy of the fully executed Pictometry Authorized Sub-User Agreement to Public Body. Public Body shall provide a copy of the fully executed Pictometry Authorized Sub-User Agreement to the contractor.

2. PUBLIC BODY RESPONSIBILITIES

- 2.1. <u>Execution of Pictometry Authorized Subdivision Agreement</u>. Prior to County providing Public Body with access to the Licensed Products, Public Body shall sign and provide the County with the signed original Pictometry Authorized Subdivision Agreement (Attachment A).
- 2.2. Execution of Pictometry Authorized Sub-User Agreement. County may provide access to the Licensed Products to a contractor of the Public Body solely for the purpose of allowing contractor to fulfill its contractual obligations to Public Body. Prior to County providing access to the Licensed Products to a contractor of Public Body, Public Body shall provide the contractor with a copy of the License Agreements and the Pictometry Authorized Sub-User Agreement, the contractor shall sign and provide the Public Body with the signed original Pictometry Authorized Sub-User Agreement (Attachment B), and Public Body shall provide the County with the signed original Pictometry Authorized Sub-User Agreement.
- 2.3. Public Body Compliance. Public Body shall comply with the terms and conditions in this Exhibit, the Pictometry Authorized Subdivision Agreement, the License Agreements, any new agreement mentioned in paragraph 2.5, and any applicable laws, rules, and regulations when accessing or using the Licensed Products. Public Body's access and use of the Licensed Products may be suspended or terminated if County is in breach of the License Agreements or if Public Body is in breach of this Exhibit, the Pictometry Authorized Subdivision Agreement, the License Agreements, any new agreement mentioned in paragraph 2.5, or any applicable laws, rules, and regulations when accessing or using the Licensed Products. Public Body acknowledges and agrees that it has received and reviewed the License Agreements.
- 2.4. Amendments to License Agreements. In order to access and use the Licensed Products, Public Body and its contractor(s) shall agree to and comply with any and all amendments to the License Agreements. Amendments to the License Agreements can be found on the Oakland County Purchasing Website at the 'Contract Public Search' link or provided to the Public Body upon request. County will provide notice to Public Body when it becomes aware of applicable amendments to the terms and conditions of the License Agreements. Public Body shall notify its contractors when Public Body becomes aware of applicable amendments to the terms and conditions of the License Agreements.

- 2.5. New Agreements. County may enter into new agreements in the future with Pictometry involving the Licensed Products or similar products. New agreements between the County and Pictometry may require Public Body or its contractor(s) to agree to and sign (if necessary) new Pictometry Authorized Subdivision Agreements, Pictometry Authorized Sub-User Agreements, License Agreements, or other equivalent or related agreements. In order to access and use the Licensed Products or similar products, Public Body and its contractor(s) shall agree to and comply with new Pictometry Authorized Subdivision Agreements, Pictometry Authorized Sub-User Agreements, License Agreements, or other equivalent or related agreements, which can be found on the Oakland County Purchasing Website at the 'Contract Public Search' link or provided to the Public Body upon request. County will provide notice to Public Body when it becomes aware that Public Body and its contractor(s) must comply with any new agreements. Public Body shall notify its contractors when Public Body becomes aware that its contractors must comply with new agreements.
- 2.6. <u>Future Standards and Guidelines</u>. County may, and reserves the right to, implement future standards and guidelines as needed for use of the Licensed Products or similar products, including but not limited to, limiting the number of Public Body's or a contractor's authorized user accounts. In order to access and use the Licensed Products or similar products, Public Body and/or its contractor(s) shall agree to and comply with new or different standards or guidelines that are provided to Public Body. Public Body shall provide any new or different standards or guidelines to its contractors.
- 2.7. <u>Account Notification Requirements</u>. Public Body shall immediately inform County via the Service Center if any employee or contractor of Public Body is no longer employed by the Public Body, no longer requires access to the Licensed Products, or breaches this Exhibit, the Pictometry Authorized Subdivision Agreement, the Pictometry Authorized Sub-User Agreement, the License Agreements, any applicable amendments to those agreements, or any new agreement mentioned in paragraph 2.5. County may require Public Body to verify its inventory of active Public Body and contractor user accounts periodically.

3. LICENSED USE AND ACCESS

3.1. County grants to Public Body a nonexclusive license to use County developed software applications, if any, needed to receive this I.T. Service. This license cannot be provided to any other party without County's advance written consent.

ATTACHMENT A EXHIBIT XIII I.T. SERVICES AGREEMENT PICTOMETRY LICENSED PRODUCTS

PICTOMETRY AUTHORIZED SUBDIVISION AGREEMENT

Authorized Subdivision Name:	
Authorized Subdivision Address:	
Authorized Subdivision Email Address:	
Authorized Subdivision Phone	
Number:	
Authorized Subdivision Attn:	
Pictometry Licensed Products:	Delivered Content, Online Services, Web Visualization Offering

This Pictometry Authorized Subdivision Agreement (this "Agreement") is entered into by and between Pictometry International Corp., a Delaware corporation with offices at 25 Methodist Hill Drive, Rochester, New York 14623 ("Pictometry") and the Authorized Subdivision identified above ("Authorized Subdivision").

Whereas, Pictometry and the County of Oakland, Michigan (the "County") entered into a license agreement dated December 1, 2016 (the "County Agreement") providing the County licensed access to and use of certain Pictometry products identified above ("Pictometry Licensed Products") and the County has requested that Pictometry authorize Authorized Subdivision to have access to and use of the Pictometry Licensed Products pursuant to the County Agreement; and

Now therefore, Pictometry and Authorized Subdivision hereby agree as follows:

 This Agreement shall continue in effect until the earlier to occur of (a) expiration or termination of the County Agreement, (b) the County withdraws its authorization allowing Authorized Subdivision access and use of the Pictometry Licensed Products (c) breach by the County of the County Agreement, or (d) breach of this Agreement by Authorized Subdivision;

EXHIBIT XIII-I.T. SERVICES AGREEMENT PICTOMETRY LICENSED PRODUCTS

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- 2. Authorized Subdivision agrees to be bound by the terms and conditions set forth in the County Agreement, which is made part of this Agreement;
- 3. Authorized Subdivision is hereby authorized to access and use the Pictometry Licensed Products in accordance with the terms of this Agreement;
- 4. Pictometry shall have no obligations to provide the Pictometry Licensed Products to Authorized Subdivision;
- 5. Authorized Subdivision may not assign or otherwise transfer its rights or delegate its duties under this Agreement; and
- 6. All notices under this Agreement shall be in writing and shall be sent to the respective addresses set forth above. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.

This Agreement shall become effective upon execution by duly authorized officers of Authorized Subdivision and Pictometry and receipt by Pictometry of such fully executed document, such date of receipt by Pictometry being the "Effective Date."

Authorized Subdivision	Pictometry International Corp.
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:
	Effective Date:

EXHIBIT XIII-I.T. SERVICES AGREEMENT PICTOMETRY LICENSED PRODUCTS

ATTACHMENT B EXHIBIT XIII I.T. SERVICES AGREEMENT PICTOMETRY LICENSED PRODUCTS

PICTOMETRY AUTHORIZED CONTRACTOR SUB-USER AGREEMENT

Contractor Name:	
Type of Contractor entity:	
Contractor Address:	
Governmental Entity that Contractor is performing work on behalf of:	
,	
Contractor Attn:	
Effective Date:	
Term:	
Pictometry Licensed Products:	Delivered Content, Online Services, Web Visualization Offering

This Pictometry Authorized Sub-User Agreement (this "Agreement") is entered into by and between Pictometry International Corp., a Delaware corporation with offices at 25 Methodist Hill Drive, Rochester, New York 14623 ("Pictometry") and the party identified above ("Contractor") and is effective beginning on the Effective Date listed above for the Term as set forth above, at which time this Agreement will automatically terminate.

Whereas, Pictometry and the County of Oakland, Michigan previously entered into a license agreement wherein the Governmental Entity identified above was given access to and use of certain products identified above ("Pictometry Licensed Products"). The Governmental Entity has requested that Pictometry authorize Contractor to have access to and use of the Pictometry Licensed Products, in order for Contractor to fulfill its contractual obligations to the Governmental Entity.

Now therefore, Pictometry and the Contractor hereby agree that Contractor may utilize the Pictometry Licensed Products in accordance with the terms and conditions set forth herein.

Contractor agrees as follows:

1 Grants of Rights; Restrictions on Use

EXHIBIT XIII-I.T. SERVICES AGREEMENT PICTOMETRY LICENSED PRODUCTS

- 1.1 Contractor may use the Pictometry Licensed Products solely for the purpose of fulfilling its contractual obligations to the Governmental Entity at its direction.
- All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the Pictometry Licensed Products belong to Pictometry or its third party suppliers. Contractor shall not acquire any proprietary interest in the Pictometry Licensed Products or any copies thereof.
- 1.3 Contractor shall not make the Pictometry Licensed Products available to any other party, including Google or its affiliates, either directly or indirectly. Contractor will not share, publish, reproduce, sell or distribute the Pictometry Licensed Products (including making available on the Internet or World Wide Web or any other general access electronic network, method or medium).
- 1.4 Contractor shall not and will not enable others to decompile, reverse engineer, disassemble, attempt to derive source code of, decrypt, modify, create derivate works of, or tamper with or disable any security or monitoring features within the Pictometry Licensed Products.
- **1.5** Pictometry shall have no obligations to provide the Pictometry Licensed Products to Contractor.

2 Disclaimers

- 2.1 The Pictometry Licensed Products are provided for visualization purposes only, are not authoritative or definitive, and do not constitute professional engineering or surveying services.
- The Pictometry Licensed Products are not to be relied upon to precisely locate or determine property boundaries and should not be used in lieu of a professional survey where the accuracy of measurements, distance, height, angle, area and volume, may have significant consequences.
- 2.3 All measurements and reports generated by the Pictometry Licensed Products are based upon second order visualization and measurement data that do not provide authoritative or definitive measurement results suitable for professional engineering or surveying purposes.
- 2.4 Contour information obtained from the Pictometry Licensed Products is generated from under sampled elevation data, is provided for informational purposes only, and is not suitable for use as the basis for hydrographic computations, estimations or analyses.
- 2.5 While the Pictometry Licensed Products may be considered useful supplements for life critical applications, they are not designed or maintained to support such applications and Pictometry and its third party suppliers of the Pictometry Licensed Products hereby disclaim all liability for damages claims and expenses arising from such use.
- 2.6 Contractor's reliance on the Pictometry Licensed Products should only be undertaken after an independent review of their accuracy, completeness, efficacy, timeliness and adequacy for Contractor's intended purpose.

EXHIBIT XIII-I.T. SERVICES AGREEMENT PICTOMETRY LICENSED PRODUCTS

- Pictometry and each third party supplier of any portion of the Pictometry Licensed Products assume no responsibility for any consequences resulting from the use of the Pictometry Licensed Products.
- Pictometry and each third party supplier of any portion of the Pictometry Licensed Products hereby disclaim all liability for damages, claims and expenses arising from or in any way related to the accuracy or availability of the Pictometry Licensed Products.
- 2.9 Contractor waives any and all rights Contractor may have against Pictometry, each third party supplier of any portion of the Pictometry Licensed Products, and each of their directors, officers, members and employees, arising out of use of or reliance upon the Pictometry Licensed Products.

3 Warranty

3.1 THE PICTOMETRY LICENSED PRODUCTS ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND PICTOMETRY AND EACH THIRD PARTY SUPPLIER OF THE PICTOMETRY LICENSED PRODUCTS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

4 Limitation of Liability

- 4.1 No Covered Party (as defined below) shall be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the Pictometry Licensed Products, (b) the unavailability or interruption of the Pictometry Licensed Products or any features thereof, (c) Contractor's use of the Pictometry Licensed Products, (d) the loss or corruption of any data or equipment in connection with the Pictometry Licensed Products, (e) the content, accuracy, or completeness of the Pictometry Licensed Products, all regardless of whether you received assistance in the use of the Pictometry Licensed Products from a Covered Party, (f) any delay or failure in performance beyond the reasonable control of a Covered Party, or (g) any content retrieved from the Internet even if retrieved or linked to from within the Pictometry Licensed Products.
- "Covered Party" means (a) Pictometry and any officer, director, employee, subcontractor, agent, successor, or assign of Pictometry; and (b) each third party supplier of any Pictometry Licensed Products, third party alliance entity, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of any Pictometry Licensed Products or third party alliance entity and their affiliates.
- 4.3 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE PICTOMETRY LICENSED PRODUCTS OR THIS AGREEMENT EXCEED ONE THOUSAND DOLLARS.
- 4.4 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, THE COVERED PARTIES SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF

EXHIBIT XIII-I.T. SERVICES AGREEMENT PICTOMETRY LICENSED PRODUCTS

ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH PICTOMETRY LICENSED PRODUCTS, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS.

5 Miscellaneous

- 5.1 Contractor acknowledges and agrees that a breach of this Agreement by Contractor may cause severe and irreparable damage to Pictometry which may be difficult to measure with certainty or to compensate through damages. In the event of any breach of this Agreement by Contractor, Contractor agrees that Pictometry is authorized and entitled to seek preliminary and/or permanent injunctive relief, as well as any other relief permitted by applicable law. Contractor hereby waives the necessity of the posting of any form of bond relating to the issuance of injunctive relief.
- 5.2 Pictometry may terminate this Agreement at any time with or without cause upon ten (10) days written notice to the Contractor.
- 5.3 Upon expiration or termination of this Agreement, or in the event that Contractor is in violation of any of the terms or conditions set forth in this Agreement or the Governmental Entity is in violation of its Agreement with Pictometry, the Contractor shall immediately cease use of all Pictometry Licensed Products, purge all Pictometry Licensed Products off of its respective computers/servers and return all Pictometry Licensed Products to Pictometry.
- 5.4 Contractor shall not assign or otherwise transfer its rights or delegate its duties under this Agreement.
- All notices under this Agreement shall be in writing and shall be sent to the respective addresses set forth above. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.
- Any extensions or modifications of this Agreement must be in writing and signed by duly authorized officers of Pictometry and the Contractor.
- 5.7 This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles.
- 5.8 The waiver by either party of any default by the other shall not waive subsequent defaults of the same or different kind.
- 5.9 In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of this Agreement shall remain in full force and effect.

This Agreement shall become effective upon execution by duly authorized officers of Authorized Subdivision and Pictometry and receipt by Pictometry of such fully executed document, such date of receipt by Pictometry being the "Effective Date."

EXHIBIT XIII-I.T. SERVICES AGREEMENT PICTOMETRY LICENSED PRODUCTS

Contractor	Pictometry International Corp.	
Signature:	Signature:	
Name:	Name:	
Title:	Title:	
Date:	 Date:	
	 Effective Date:	

EXHIBIT XIII-I.T. SERVICES AGREEMENT PICTOMETRY LICENSED PRODUCTS

AGREEMENT FOR I.T. SERVICES BETWEEN OAKLAND COUNTY AND

City of Birmingham

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

<u>PURPOSE OF AGREEMENT</u>. County and Public Body enter into this Agreement for the purpose of providing Information Technology Services ("I.T. Services") for Public Body pursuant to Michigan law.

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

- 1. **<u>DEFINITIONS</u>**. The following words and expressions used throughout this Agreement, whether used in the singular or plural, shall be defined, read, and interpreted as follows.
 - 1.1. **Agreement** means the terms and conditions of this Agreement and any other mutually agreed to written and executed modification, amendment, Exhibit and attachment.
 - 1.2. Claims mean any alleged losses, claims, complaints, demands for relief or damages, lawsuits, causes of action, proceedings, judgments, deficiencies, liabilities, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are incurred by or asserted against County or Public Body, or for which County or Public Body may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.
 - 1.3. <u>County</u> means Oakland County, a Municipal and Constitutional Corporation, including, but not limited to, all of its departments, divisions, the County Board of Commissioners, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, volunteers, and/or any such persons' successors.
 - 1.4. <u>Day</u> means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.
 - 1.5. Public Body means the City of Birmingham, which is an entity created by state or local authority or which is primarily funded by or through state or local authority, including, but not limited to, its council, its Board its departments, its divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, volunteers, and/or any such persons' successors. For purposes of this Agreement, Public Body includes any Michigan court, when acting in concert with its funding unit, to obtain I.T. Services.
 - 1.6. <u>Public Body Employee</u> means any employees, officers, directors, members, managers, trustees, volunteers, attorneys, and representatives of Public Body, licensees,

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concessionaires, contractors, subcontractors, independent contractors, agents, and/or any such persons' successors or predecessors (whether such persons act or acted in their personal, representative or official capacities), and/or any persons acting by, through, under, or in concert with any of the above who have access to the I.T. Services provided under this Agreement. "Public Body Employee" shall also include any person who was a Public Body Employee at any time during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.

- 1.7. **Points of Contact** mean the individuals designated by Public Body and identified to County to act as primary and secondary contacts for communication and other purposes as described herein.
- 1.8. <u>I.T. Services</u> means the following individual I.T. Services provided by County's Department of Information Technology, if applicable:
 - 1.8.1. **Online Payments** mean the ability to accept payment of monies owed to Public Body initiated via a website maintained by County using a credit card, a debit card that functions as a credit card, or electronic debit of a checking account.
 - 1.8.2. Pay Local Taxes means the ability to accept payment of local property taxes owed to Public Body initiated via a website maintained by County using a credit card, a debit card that functions as a credit card, or an electronic debit of a checking account. (Does not apply to Public Bodies outside of Oakland County).
 - 1.8.3. **Web Publishing Suite** means the ability for Public Bodies to have and/or manage a public web presence using standard Oakland County technologies and platforms, template-based solutions, semi-custom website designs, content management, and/or support services.
 - 1.8.4. **Internet Service** means access to the Internet from Public Body's workstations. Access from the Internet to Public Body's applications, whether at County or at Public Body (hosting), is not included.
 - 1.8.5. **Oaknet Connectivity** means use of communication lines and network equipment maintained by County for the transmission of digital information whether leased or owned by County.
 - 1.8.6. **Email Service** means access to the designated application provided by County for sending and receiving electronic mail messages by Public Body.
 - 1.8.7. **Health Portal** means a portal where registered schools, community dispensing sites, nurses, district administrators and doctors can effectively communicate with the health department regarding reportable communicable diseases.
 - 1.8.8. Over The Counter Payments means the ability to accept payment of monies owed to Public Body initiated via a credit card reader attached to an on-premise computer with access to a website maintained by County using a credit card or a debit card that functions as a credit card.
 - 1.8.9. **Data Center Use and Services** means providing space for Public Body's equipment in County's Data Center and access to electrical power and backup power.
 - 1.8.10. **CLEMIS** means the Court and Law Enforcement Management Information System, an information management system comprised of specific software

applications (CLEMIS Applications) operated and maintained by the CLEMIS Division of County.

- 1.9. <u>Service Center</u> means the location of technical support and information provided by County's Department of Information Technology.
- 1.10. **Exhibits** mean the following descriptions of I.T. Services which are governed by this Agreement only if they are attached to this Agreement and incorporated in Section 2 or added at a later date by a formal amendment to this Agreement:

Exhibit I: Online Payments

Exhibit II: Pay Local Taxes

Exhibit III: Web Publishing Suite

Exhibit IV: Internet Service

Exhibit V: Oaknet Connectivity

Exhibit VI: Email Service

Exhibit VII: Health Portal

Exhibit VIII: Over The Counter Payments Exhibit IX: Data Center Use and Services

Exhibit X: CLEMIS

2. COUNTY RESPONSIBILITIES.

- 2.1. County, through its Department of Information Technology, shall provide the I.T. Services described in V and X which are attached and incorporated into this Agreement.
- 2.2. County shall support the I.T. Services as follows:
 - 2.2.1. Access. County will provide secure access to I.T. Services for use on hardware provided by Public Body as part of its own computer system or as otherwise provided in an Exhibit to this Agreement.
 - 2.2.2. Maintenance and Availability. County will provide maintenance to its computer system to ensure that the I.T. Services are functional, operational, and work for intended purposes. Such maintenance to County's system will include "bug" fixes, patches, and upgrades, such as software, hardware, database and network upgrades. The impact of patches and/or upgrades to the applications will be thoroughly evaluated by County and communicated to Public Body through their Points of Contact prior to implementation in Public Body's production environment. County will reserve scheduled maintenance windows to perform these work activities. These maintenance windows will be outlined specifically for each application in the attached Exhibits.
 - 2.2.2.1. If changes to scheduled maintenance windows or if additional maintenance times are required, County will give as much lead time as possible.
 - 2.2.2.2. During maintenance windows, access to the application may be restricted by County without specific prior notification.
- 2.3. County may deny access to I.T. Services so that critical unscheduled maintenance (i.e. break-fixes) may be performed. County will make prompt and reasonable efforts to minimize unscheduled application downtime. County will notify the Points of Contact about such interruptions with as much lead time as possible.
- 2.4. Backup and Disaster Recovery.

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- 2.4.1. County will perform daily backups of all I.T. Services except for the I.T. Services described in Exhibit IX Data Center Use and Services. Copies of scheduled backups will be placed offsite for disaster recovery purposes.
- 2.4.2. County will maintain a Disaster Recovery ("DR") Toolkit that will be used to recover applications during a disaster or failure of County's computer system. All applications will be included in County's scheduled Disaster Recovery Test. DR Toolkit updates will be made by County as necessary.
- 2.5. Auditing. County may conduct scheduled and unscheduled audits or scans to ensure the integrity of County's data and County's compliance with Federal, State and local laws and industry standards, including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA) and Payment Card Industry Data Security Standard (PCI DSS.)
 - 2.5.1. In order to limit possibility of data theft and scope of audit requirements, County will not store credit card account numbers. County is only responsible for credit card data only during the time of transmission to payment processor.
- 2.6. **Training and Information Resources.** County may provide training on use of the I.T. Services on an as-needed basis or as set forth in an Exhibit to this Agreement.
- 2.7. Service Center. I.T. Service incidents requiring assistance must be reported to the Service Center, by the Points of Contact, to the phone number or e-mail provided below. The Service Center is staffed to provide support during County's normal business hours of 8:30 a.m. to 5:00 p.m., EST, Monday through Friday, excluding holidays. The Service Center can receive calls to report I.T. Service outages 24 hours a day, 7 days a week. Outages are defined as unexpected service downtime or error messages. Depending on severity, outage reports received outside of County's normal business hours may not be responded to until the resumption of County's normal business hours.

Service Center Phone Number	248-858-8812
Service Center Email Address	servicecenter@oakgov.com

- 2.8. County may access, use and disclose transaction information and any content to comply with the law such as a subpoena, Court Order or Freedom of Information Act request. County shall first refer all such requests for information to Public Body's Points of Contact for their response within the required time frame. County shall provide assistance for the response if requested by the Public Body's Points of Contact, and if able to access the requested information. County shall not distribute Public Body's data to other entities for reasons other than in response to legal process.
- 2.9. I.T. service providers require County to pass through to Public Body certain terms and conditions contained in license agreements, service agreements, acceptable use polices and similar terms of service, in order to provide I. T. Services to Public Body. Links to these terms and conditions will be provided to Public Body and will be listed on the County's website. County will provide notice when it becomes aware of changes to the terms and conditions of these agreements.

3. PUBLIC BODY RESPONSIBILITIES.

3.1. Public Body shall immediately notify County of any unauthorized use of the I.T. Services and any breach of security of the I.T. Services. Public Body shall cooperate with County in all investigations involving the potential misuse of County's computer system or data.

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- 3.2. Public Body is the owner of all data provided by Public Body and is responsible to provide all initial data identified in the attached Exhibits, in a format acceptable to County, and, for the CLEMIS Exhibit, as required by applicable statute, regulation, or administrative rule. Public Body is responsible for ensuring the accuracy and currency of data contained within its applications.
- 3.3. Public Body shall follow County's I.T. Services requirements as described on County's website. Public Body shall comply with County's minimum standards for each Internet browser used by Public Body to access I.T. Services as set forth in an Exhibit(s) to this Agreement. Public Body shall meet any changes to these minimum standards that County may reasonably update from time to time.
- 3.4. Public Body shall not interfere with or disrupt the I.T. Services provided herein or networks connected with the I.T. Services.
- 3.5. Public Body requires that each Public Body Employee with access to I.T. Services shall:
 - 3.5.1. Utilize an antivirus software package/system on their equipment and keep same updated in a reasonable manner.
 - 3.5.2. Have a unique User ID and password that will be removed upon termination of Public Body Employee's employment or association with Public Body.
 - 3.5.3. Maintain the most reasonably current operating system patches on all equipment accessing the I.T. Services.
- 3.6. If authorized by County, Public Body may extend I.T. Services to other entities which are created by or primarily funded by state or local authority. If County authorizes Public Body to provide access to any I.T. Services to other entities, Public Body shall require those entities to agree to utilize an antivirus software package/system on computers accessing the I.T. Services and to assign users of the I.T. Services a unique User ID and password that will be terminated when a user is no longer associated with the entity. Public Body must require an entity receiving I.T. Services under this Section, to agree in writing to comply with the terms and conditions of this Agreement and to provide County with a copy of this writing.
- 3.7. For each I.T. Service covered by an Exhibit to this Agreement, Public Body shall designate two representatives to act as a primary and secondary Points of Contact with County. The Points of Contact responsibilities shall include:
 - 3.7.1. Direct coordination and interaction with County staff.
 - 3.7.2. Communication with general public supported by Public Body.
 - 3.7.3. Following County's procedures to report an application incident.
 - 3.7.4. If required by County, attend training classes provided by County either online or at County's Information Technology Building in Waterford, Michigan or other suitable location determined by County.
 - 3.7.5. Providing initial support services to Public Body users prior to logging a Service Center incident with County.
 - 3.7.6. Requesting security changes and technical support from the Service Center.
 - 3.7.7. Testing Applications in conjunction with County, at the times and locations mutually agreed upon by County and Public Body.

- 3.7.8. To report a service incident to the Service Center, one of Public Body's Points of Contact shall provide the following information:
 - 3.7.8.1. Contact Name
 - 3.7.8.2. Telephone Number
 - 3.7.8.3. Email Address
 - 3.7.8.4. Public Body Name
 - 3.7.8.5. Application and, if possible, the specific module with which the incident is associated.
 - 3.7.8.6. Exact nature of the problem or function including any error message that appeared on the computer screen.
 - 3.7.8.7. Any action the Points of Contact or user has taken to resolve the matter.
- 3.8. Public Body may track the status of the incident by calling the Service Center and providing the Incident Number.
- 3.9. Public Body shall respond to Freedom of Information Act Requests relating to Public Body's data.
- 3.10. I.T. service providers require County to pass through to Public Body certain terms and conditions contained in license agreements, service agreements, acceptable use polices and similar terms of service, in order to provide I. T. Services to Public Body. Public Body agrees to comply with these terms and conditions. Public Body may follow the termination provisions of this Agreement if it determines that it cannot comply with any of the terms and conditions.

4. <u>DURATION OF INTERLOCAL AGREEMENT</u>.

- 4.1. This Agreement and any amendments shall be effective when executed by both Parties with resolutions passed by the governing bodies of each Party except as otherwise specified below. The approval and terms of this Agreement and any amendments, except as specified below, shall be entered in the official minutes of the governing bodies of each Party. An executed copy of this Agreement and any amendments shall be filed by the County Clerk with the Secretary of State. If Public Body is a Court, a signature from the Chief Judge of the Court shall evidence approval by the Public Body, providing a resolution and minutes does not apply.
- 4.2. Notwithstanding Section 4.1, the Chairperson of the Oakland County Board of Commissioners is authorized to sign amendments to the Agreements to add Exhibits that were previously approved by the Board of Commissioners but are requested by Public Body after the execution of the Agreement. An amendment signed by the Board Chairperson under this Section must be sent to the Election Division in the County Clerk's Office to be filed with the Agreement once it is signed by both Parties.
- 4.3. Unless extended by an Amendment, this Agreement shall remain in effect for five (5) years from the date the Agreement is completely executed by all Parties or until cancelled or terminated by any of the Parties pursuant to the terms of the Agreement.

5. **PAYMENTS**.

5.1. I.T. Services shall be provided to Public Body at the rates specified in the Exhibits, if applicable.

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- 5.2. Possible Additional Services and Costs. If County is legally obligated for any reason, e.g. subpoena, Court Order, or Freedom of Information Request, to search for, identify, produce or testify regarding Public Body's data or information that is electronically stored by County relating to I.T. Services the Public Body receives under this Agreement, then Public Body shall reimburse County for all reasonable costs the County incurs in searching for, identifying, producing or testifying regarding such data or information. County may waive this requirement in its sole discretion.
- 5.3. County shall provide Public Body with a detailed invoice/explanation of County's costs for I.T. Services provided herein and/or a statement describing any amounts owed to County. Public Body shall pay the full amount shown on any such invoice within sixty (60) calendar days after the date shown on any such invoice. Payment shall be sent along with a copy of the invoice to: Oakland County Treasurers Cash Acctg, Bldg 12 E, 1200 N. Telegraph Road, Pontiac, MI 48341.
- 5.4. If Public Body, for any reason, fails to pay County any monies when and as due under this Agreement, Public Body agrees that unless expressly prohibited by law, County or the Oakland County Treasurer, at their sole option, shall be entitled to set off from any other Public Body funds that are in County's possession for any reason, including but not limited to, the Oakland County Delinquent Tax Revolving Fund ("DTRF"), if applicable. Any setoff or retention of funds by County shall be deemed a voluntary assignment of the amount by Public Body to County. Public Body waives any Claims against County or its Officials for any acts related specifically to County's offsetting or retaining of such amounts. This paragraph shall not limit Public Body's legal right to dispute whether the underlying amount retained by County was actually due and owing under this Agreement.
- 5.5. If County chooses not to exercise its right to setoff or if any setoff is insufficient to fully pay County any amounts due and owing County under this Agreement, County shall have the right to charge up to the then-maximum legal interest on any unpaid amount. Interest charges shall be in addition to any other amounts due to County under this Agreement. Interest charges shall be calculated using the daily unpaid balance method and accumulate until all outstanding amounts and accumulated interest are fully paid.
- 5.6. Nothing in this Section shall operate to limit County's right to pursue or exercise any other legal rights or remedies under this Agreement or at law against Public Body to secure payment of amounts due County under this Agreement. The remedies in this Section shall be available to County on an ongoing and successive basis if Public Body at any time becomes delinquent in its payment. Notwithstanding any other term and condition in this Agreement, if County pursues any legal action in any court to secure its payment under this Agreement, Public Body agrees to pay all costs and expenses, including attorney fees and court costs, incurred by County in the collection of any amount owed by Public Body.

6. ASSURANCES.

- 6.1. Each Party shall be responsible for any Claims made against that Party by a third party, and for the acts of its employees arising under or related to this Agreement.
- 6.2. Except as provided for in Section 5.6, in any Claim that may arise from the performance of this Agreement, each Party shall seek its own legal representation and bear the costs associated with such representation, including judgments and attorney fees.
- 6.3. Except as otherwise provided for in this Agreement, neither Party shall have any right under this Agreement or under any other legal principle to be indemnified or reimbursed by the other Party or any of its agents in connection with any Claim.

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- 6.4. Public Body shall be solely responsible for all costs, fines and fees associated with any misuse by its Public Body Employees of the I.T. Services provided herein.
- 6.5. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity for either Party.
- 6.6. The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.
- 6.7. Each Party shall comply with all federal, state, and local ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this Agreement.

7. **DISCLAIMER OR WARRANTIES**.

- 7.1. The I.T. Services are provided on an "as is" and "as available" basis. County expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement.
- 7.2. County makes no warranty that (i) the I.T. Services will meet Public Body's requirements; (ii) the I.T. Services will be uninterrupted, timely, secure or error-free; nor (iii) the results that may be obtained by the I.T. Services will be accurate or reliable.
- 7.3. Any material or data downloaded or otherwise obtained through the use of the I.T. Services is accessed at Public Body's discretion and risk. Public Body will be solely responsible for any damage to its computer system or loss of data that results from downloading of any material.
- 8. **LIMITATION OF LIABILITY**. In no event shall either Party be liable to the other Party or any other person, for any consequential, incidental, direct, indirect, special, and punitive or other damages arising out of this Agreement.
- 9. **DISPUTE RESOLUTION**. All disputes relating to the execution, interpretation, performance, or nonperformance of this Agreement involving or affecting the Parties may first be submitted to County's Director of Information Technology and Public Body's Agreement Administrator for possible resolution. County's Director of Information Technology and Public Body's Agreement Administrator may promptly meet and confer in an effort to resolve such dispute. If they cannot resolve the dispute in five (5) business days, the dispute may be submitted to the signatories of this Agreement or their successors in office. The signatories of this Agreement may meet promptly and confer in an effort to resolve such dispute.

10. TERMINATION OR CANCELLATION OF AGREEMENT.

- 10.1. Either Party may terminate or cancel this entire Agreement or any one of the I.T. Services described in the attached Exhibits, upon one hundred twenty (120) days written notice, if either Party decided, in its sole discretion, to terminate this Agreement or one of the Exhibits, for any reason including convenience.
- 10.2. Early termination fees may apply to Public Body if provided for in the Exhibits.
- 10.3. The effective date of termination and/or cancellation shall be clearly stated in the written notice. Either the County Executive or the Board of Commissioners is authorized to

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terminate this Agreement for County under this provision. A termination of one or more of the Exhibits which does not constitute a termination of the entire Agreement may be accepted on behalf of County by its Director of Information Technology.

- 11. SUSPENSION OF SERVICES. County, through its Director of Information Technology, may immediately suspend I.T. Services for any of the following reasons: (i) requests by law enforcement or other governmental agencies; (ii) engagement by Public Body in fraudulent or illegal activities relating to the I.T. Services provided herein; (iii) breach of the terms and conditions of this Agreement; or (iv) unexpected technical or security issues. The right to suspend I.T. Services is in addition to the right to terminate or cancel this Agreement according to the provisions in Section 10. County shall not incur any penalty, expense or liability if I.T. Services are suspended under this Section.
- 12. **<u>DELEGATION OR ASSIGNMENT</u>**. Neither Party shall delegate or assign any obligations or rights under this Agreement without the prior written consent of the other Party.
- 13. **NO EMPLOYEE-EMPLOYER RELATIONSHIP.** Nothing in this Agreement shall be construed as creating an employee-employer relationship between County and Public Body.
- 14. **NO THIRD PARTY BENEFICIARIES**. Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right in favor of any other person or entity.
- 15. **NO IMPLIED WAIVER**. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.
- 16. **SEVERABILITY**. If a court of competent jurisdiction finds a term or condition of this Agreement to be illegal or invalid, then the term or condition shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.
- 17. **PRECEDENCE OF DOCUMENTS.** In the event of a conflict between the terms of and conditions of any of the documents that comprise this Agreement, the terms in the Agreement shall prevail and take precedence over any allegedly conflicting terms in the Exhibits or other documents that comprise this Agreement.
- 18. <u>CAPTIONS</u>. The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural, any reference to gender, and any use of the nominative, objective or possessive case in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.
- 19. **FORCE MAJEURE**. Notwithstanding any other term or provision of this Agreement, neither Party shall be liable to the other for any failure of performance hereunder if such failure is due to any cause beyond the reasonable control of that Party and that Party cannot reasonably accommodate or mitigate the effects of any such cause. Such cause shall include, without limitation, acts of God, fire, explosion, vandalism, national emergencies, insurrections, riots, wars,

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- strikes, lockouts, work stoppages, other labor difficulties, or any law, order, regulation, direction, action, or request of the United States government or of any other government. Reasonable notice shall be given to the affected Party of any such event.
- 20. **NOTICES**. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (i) the date of actual receipt; (ii) the next business day when notice is sent express delivery service or personal delivery; or (iii) three days after mailing first class or certified U.S. mail.
 - 20.1. If Notice is sent to County, it shall be addressed and sent to: Director, Oakland County Department of Information Technology, 1200 North Telegraph Road, Pontiac, Michigan, 48341, and the Chairperson of the Oakland County Board of Commissioners, 1200 North Telegraph Road, Pontiac, Michigan 48341.
 - 20.2. If Notice is sent to Public Body, it shall be addressed to: Joe Valentine, City of Birmingham, 151 Martin Birmingham, MI 48009.
 - 20.3. Either Party may change the individual to whom Notice is sent and/or the mailing address by notifying the other Party in writing of the change.
- 21. GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE. This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Agreement shall be brought in the 6th Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.

22. ENTIRE AGREEMENT.

- 22.1. This Agreement represents the entire agreement and understanding between the Parties regarding the specific services described in the attached Exhibits. With regard to those services, this Agreement supersedes all other oral or written agreements between the Parties.
- 22.2. The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

IN WITNESS WHEREOF, Rackeline J. Hoff hereby acknowledges that he/she has been authorized by a resolution of the City of Birmingham, a certified copy of which is attached, or by approval of the Chief Judge if the Public Body is a Court, to execute this Agreement on behalf of Public Body and hereby accepts and binds Public Body to the terms and conditions of this Agreement.

EXECUTED: Packeline J. Woff

Rackeline J. Hoff,

Mayor

WITNESSED: Cauca M Pierce,

City Clerk

DATE: 12/14/15

DATE: 12/14/15

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

EXECUTED! DATE: 2-2-16

Michael J. Gingell Chairperson

Oakland County Board of Commissioners

WITNESSED: DATE: 2-2-16
Oakland County Board of Commissioners

County of Oakland

EXHIBIT V I.T. SERVICES AGREEMENT OakNet Connectivity

INTRODUCTION

COUNTY RESPONSIBILITIES

- County shall provide, install, and maintain the network equipment and cable necessary to deliver the I.T. Service of OakNet Connectivity, which will allow Public Body to connect to the County's network (OakNet) at Public Body's facilities and workstations. OakNet Connectivity permits Public Body to access I.T. Services that County has made available to Public Body.
- 2. County shall provide Public Body with a private IP address range, subnet mask, and gateway address for use by Public Body in configuring its internal network and to enable use of this I.T. Service.
- 3. County shall provide a single port by which Public Body may connect its internal network to OakNet
- 4. County shall use reasonable means to provide the I.T. Service for the transmission of information 24 hours a day, 7 days a week.
- 5. County and authorized Vendors shall present identification to Public Body for physical access to the OakNet Connectivity equipment for emergency service and scheduled maintenance.
- 6. To the extent practicable, County shall notify Public Body sixty (60) days in advance of pending changes in its contract with its third party connection provider(s). If the County's connection provider(s) is increasing costs, County shall provide Public Body with sufficient information to determine if it wishes to continue receiving this I.T. Service.

PUBLIC BODY RESPONSIBILITIES.

- 1. Public Body shall provide adequate space and electrical power for the County to place equipment, an equipment cabinet, and cable.
- 2. Public Body shall promptly provide County staff and authorized third party with physical access to County equipment for emergency service and scheduled maintenance.
- 3. Public Body shall not mount any equipment in the County's equipment cabinet.
- 4. Public Body shall be responsible for configuring and maintaining Public Body's internal network equipment and cabling. Internal network equipment shall include cables connecting Public Body and County equipment.

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- 5. Public Body shall configure Public Body workstations and other equipment to operate properly on the internal network, including assignment/configuration of the local IP addresses, Network Address Translation (NAT), or Domain Name Services (DNS) and as required to access this I.T. Service.
- 6. If Public Body terminates this I.T. Service, Public Body shall pay any charges related to early termination of third party communication services provided by County on behalf of Public Body.
- 7. Public Body shall be responsible for all costs associated with the relocation, reconfiguration or removal of County equipment and cable, when any of these changes are initiated by or at the request of Public Body, for any reason, including but not limited to relocation of municipal offices, construction, renovation, and discontinuance of services
- 8. Public Body shall not attempt to access, configure, power cycle or connect to any County equipment unless specifically directed to do so by authorized County Department of Information Technology personnel or third party authorized by County.
- 9. Public Body shall designate two representatives to act as a primary and secondary Points of Contact with County and shall fulfill the responsibilities provided in Section 3.7 of the Contract.

SUPPORT

The I.T. Service will be supported by County's Information Technology (I.T.) Department.

SERVICE ACCESS

Service Center. I.T. Service incidents requiring assistance must be reported to the Service Center, by the Points of Contact, to the phone number or e-mail provided below. The Service Center is staffed to provide support during County's normal business hours of 8:30 a.m. EST to 5:00 p.m. EST, Monday through Friday, excluding holidays. The Service Center can receive calls to report I.T. Service outages 24 hours a day, 7 days a week. Outages are defined as unexpected service downtime or error messages. Depending on severity, outage reports received outside of County's normal business hours may not be responded to until the resumption of County's normal business hours.

Service Center Information

Service Center Phone Number	248-858-8812
Service Center Email Address	servicecenter@oakgov.com

SERVICE SUPPORT COSTS

County will invoice Public Body monthly for the cost of the communication lines. These charges will be based upon the rates set by the County's connection provider. County may choose to waive any fees for qualified law enforcement departments and for Public Bodies located within Oakland County.

LICENSED USE AND ACCESS

County grants to Public Body a nonexclusive license to use the County developed software applications, if any, needed to receive this I.T. Service. This license cannot be provided to any other party without County's consent in writing.

EXHIBIT X I.T. SERVICES AGREEMENT CLEMIS

INTRODUCTION.

The Courts and Law Enforcement Management Information System (known as "CLEMIS") is a multifaceted, regional public safety information management system, operated and maintained by the Oakland County Department of Information Technology, CLEMIS Division. CLEMIS is comprised of many software applications.

CLEMIS was created in 1968 to address the inability of criminal justice/public safety agencies to electronically share data in a timely manner. The purpose of CLEMIS is to provide innovative technology and related services to criminal justice/public safety agencies to enable them to share data and to improve the delivery of criminal justice/public safety services. Public Bodies that use CLEMIS have realized lower costs and improved efficiency in providing criminal justice/public safety services. These benefits allow first responders additional time to serve and protect citizens.

The Parties agree to the following terms and conditions:

- 1. <u>**DEFINITIONS**</u>. The following words and expressions used throughout this Exhibit, whether used in the singular or plural, shall be defined and interpreted as follows.
 - 1.1. <u>CLEMIS</u> is the Court and Law Enforcement Management Information System, an information management system, comprised of CLEMIS Applications operated and maintained by the CLEMIS Division with recommendations and counsel from the CLEMIS Advisory Committee.
 - 1.2. CLEMIS Advisory Committee (formerly known as the CLEMIS Advisory or Policy Board) is an advisory committee that leads the CLEMIS Consortium and that provides recommendations and counsel to the CLEMIS Division regarding the operation and maintenance of CLEMIS.
 - 1.3. <u>CLEMIS Applications</u> are the specific software applications that comprise CLEMIS. These software applications are listed and described on the CLEMIS Website and are included in the definition of I.T. Services under this Agreement.
 - 1.4. CLEMIS Consortium is a non-legal entity comprised of all CLEMIS Members. Its purpose is to empower criminal justice/public safety agencies to maximize the use of collected data, to enhance daily operations and engage in comprehensive planning. The Consortium is led by the CLEMIS Advisory Committee.
 - 1.5. <u>CLEMIS Division</u> is the division in the Oakland County Department of Information Technology responsible for the operation and maintenance of CLEMIS.
 - 1.6. <u>CLEMIS Fee</u> is the sum of costs for use of CLEMIS, CLEMIS Applications, and services provided by the CLEMIS Division. These costs are listed and itemized on the CLEMIS Website.
 - 1.7. <u>CLEMIS Member</u> means the Public Body that executes this Exhibit and compiles with this Agreement.

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EXHIBIT X
INTERLOCAL AGREEMENT

- 1.8. <u>CLEMIS Website</u> is the portion of the County's website dedicated to CLEMIS located at <u>www.oakgov.com/clemis</u> or <u>www.clemis.org.</u>
- 1.9. Criminal Justice Information Services ("CJIS") Security Policy is the effective security policy approved by the CJIS Advisory Policy Board setting forth security requirements, guidelines, and agreements for protecting transmission, access, storage, use, generation of, and sources of Criminal Justice Information ("CJI") as defined in the CJIS Security Policy.
- 1.10. <u>Fire Records Management System ("FRMS")</u> is a CLEMIS Application that provides an integrated technology system to participating fire departments, which is further described on the CLEMIS Website.

2. <u>CLEMIS DIVISION RESPONSIBILITIES.</u>

- 2.1. Provision of CLEMIS Applications. County shall provide Public Body with access to CLEMIS and the specific CLEMIS Applications and services marked on Addendum A, which may be changed from time to time. Addendum A is fully incorporated into this Agreement. Notwithstanding any provision in this Agreement, Addendum A and any changes thereto shall be signed by the CLEMIS Division Manager on behalf of County and the Chief of Police on behalf of the City of Birmingham. The operational descriptions of the CLEMIS Applications and services are set forth on the CLEMIS Website.
- 2.2. <u>Compliance with Laws, Rules, Regulations, and Policies.</u> County shall comply with all applicable laws, rules, and regulations and the CJIS Security Policy in the delivery, operation, and maintenance of CLEMIS Applications and in the transmission, access, storage, and use of data through or in CLEMIS Applications.
- 2.3. No Verification of Data. County does not verify or review data entered into and stored in CLEMIS for accuracy.

3. PUBLIC BODY RESPONSIBILITIES.

- 3.1. Execution of Exhibit V. Unless approved in writing by the CLEMIS Division, Public Body must execute Exhibit V to this Agreement (OakNet Connectivity) to provide connectivity for the use and operation of CLEMIS Applications. If Public Body receives approval from the CLEMIS Division not to use OakNet, such approval will be marked on Addendum A.
- 3.2. Execution of Management Control Agreement. Public Body shall execute a Management Control Agreement with County as required by and consistent with the CJIS Security Policy, which may be amended from time to time. The Management Control Agreement shall be executed by the persons authorized to sign Addendum A.
- 3.3. Compliance with Laws, Rules, Regulations, and Policies. Public Body and Public Body Employees shall comply with the CJIS Security Policy and all applicable laws, rules, and regulations when using CLEMIS and when generating, entering, and using data that is stored in CLEMIS.
- 3.4. Access to CLEMIS. Only Public Body Employees authorized by Public Body may access and use CLEMIS. Public Body shall keep a list of Public Body Employees authorized to access and use CLEMIS. Public Body shall review this list at least quarterly to ensure its accuracy. Upon written request of County, Public Body shall provide this list

Page 2 of 9 **EXHIBIT X**

- to County. Public Body shall not allow any individuals, who are not on this list, to access and use CLEMIS.
- 3.5. <u>Security/Background Checks.</u> Public Body shall provide for and pay for security/background checks for all Public Body Employees who access and use CLEMIS, as required by the CJIS Security Policy and any other applicable law, rule, and regulation.
- 3.6. <u>Data Entry.</u> Public Body is solely responsible for entering all data that is required by any CLEMIS Applications into CLEMIS.
- 3.7. <u>Data Ownership.</u> All data entered into CLEMIS by Public Body shall be and shall remain the data of Public Body.
- 3.8. <u>Data Accuracy.</u> Public Body is solely responsible for ensuring that all data entered into and stored in CLEMIS is accurate and complete. Accurate and complete means that the data does not contain erroneous information. Public Body shall <u>immediately</u> correct erroneous information upon discovery of error. To ensure accurate and complete data, Public Body shall conduct regular and systemic audits to minimize the possibility of generating, transmitting, and storing erroneous information.
- 3.9. <u>Data Update/Expungment/Redaction</u>. Public Body is solely responsible for updating, expunging, correcting, record locking, or redacting Public Body's data entered into or stored in CLEMIS, as required by law, rule, regulation, court order, or the CJIS Security Policy.
- 3.10. Access to Public Body Facilities. Public Body shall allow County employees access to Public Body facilities for maintenance of CLEMIS and to audit Public Body's use of CLEMIS.
- 3.11. <u>Provision of Hardware/Equipment.</u> The hardware/equipment needed to access and use CLEMIS shall be purchased, maintained, repaired and replaced by Public Body, unless otherwise agreed, in writing, by the Parties. The hardware/equipment shall meet the specifications and requirements set forth by the CLEMIS Division.
- 3.12. Changes or Alternations to Public Body Facilities. If Public Body is required to or decides to make changes or alternations to its facilities/buildings for any reason, then Public Body is responsible for all costs and expenses associated with moving or relocating hardware/equipment used to access CLEMIS or with moving or relocating the medium/connectivity, e.g., fiber, wireless connections, ISDN Lines, T1 Lines, etc., used to access CLEMIS.
- 3.13. **E-Mail Address.** Public Body shall create and monitor a generic CLEMIS email address. The CLEMIS Division will provide Public Body instructions on how to create this email address. This email address will be the main point of contact for scheduled maintenance, outages, alerts, etc.
- 3.14. <u>Cooperation.</u> Public Body shall fully cooperate with County concerning the performance of this Agreement.

4. PROVISION OF PUBLIC BODY DATA TO PUBLIC BODY OR THIRD PARTIES.

4.1. Request by Public Body for Public Body Data. Public Body may request in writing that County provide a copy of portions of Public Body's data to Public Body. County will Page 3 of 9

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- provide such data in a format and time period determined by County, but will use its best efforts to provide the data in the format and time period requested by Public Body.
- 4.2. Freedom of Information Act Request/Court Orders to County for Public Body Data. County is required and will respond, pursuant to applicable law and/or court order, to Freedom of Information Act ("FOIA") requests and court orders addressed to it and received by it for Public Body data possessed by County. Before responding to a FOIA request or a court order concerning Public Body's data possessed by County, County will use its best efforts to inform Public Body of the request or order and give them an opportunity to provide County with information that could impact County's response to the FOIA request or court order.
- 4.3. Continuous Access to Public Body Data by Third Parties.
 - 4.3.1. In Addendum A, Public Body may request that County provide continuous access to Public Body's data to a third party. Addendum A shall identify the third party and shall set forth any specific instructions regarding the provision of such data to the third party. The County shall determine the manner in which to provide access to Public Body's data.
 - 4.3.2. County shall provide and shall continue to provide access to Public Body's data to the third party identified in Addendum A, until Public Body provides written notice to the CLEMIS Manager to stop or change such access. The written notice shall contain the date on which access to Public Body's data shall stop. Upon receipt of this notice, County shall promptly stop the third party's access to Public Body's data and shall use its best efforts to stop third party access to Public Body's data on the date requested by Public Body.
 - 4.3.3. In order to effectuate the third party's continuous access to Public Body's data, County will require the third party to execute an agreement with County to govern delivery and/or access to Public Body's data. The CLEMIS Manager is authorized to sign this agreement on behalf of County.
- 4.4. Providing Public Body Data to Third Parties. County will not provide data to a third party, unless County is the recipient of a Freedom of Information Act request or court order or is directed in Addendum A to provide data to a third party. Notwithstanding any other provision, County shall provide Public Body's data to related Mugshots, Livescan, Michigan Incident Crime Reporting, and Crash/UD-10 traffic crash reports to the Michigan State Police.
- 4.5. Costs for Providing Public Body Data. If County incurs any costs in providing Public Body's data to a third party or to Public Body, then Public Body shall be responsible for those costs and shall reimburse County for those costs. The CLEMIS Division shall invoice Public Body for such costs. Public Body shall pay the invoice at the location and within the time period stated in the Agreement. The CLEMIS Division may waive these costs in its sole discretion.
- 4.6. Protected Health Information. If the data, to be provided to a third party, is Protected Health Information" or "PHI" (defined in 45 CFR 160.103) under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and under the changes to HIPAA

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- made by the Health Information Technology for Economic and Clinical Health Act ("HITECH Amendment"), then County and Public Body shall execute a Business Associate Agreement.
- 4.7. County not Responsible for Third Party Use of Data. Public Body acknowledges and agrees that if it requests County to provide access to Public Body's data to a third party, County shall not be responsible for any actions of the third party and the third party's use of Public Body's data.

5. <u>FINANCIAL RESPONSIBILITIES—CLEMIS FEE</u>

- 5.1. Payment of CLEMIS Fee. Public Body shall pay the CLEMIS Fee to County for the CLEMIS Applications and services, which are marked on Addendum A. The amount of the CLEMIS fee and the costs that comprise the CLEMIS Fee are listed and itemized on the CLEMIS Website. The CLEMIS Division shall invoice Public Body on a quarterly basis for the CLEMIS Fee, unless otherwise specified. Public Body shall pay the invoice at the location and within the time period stated in the Agreement.
- 5.2. Establishment of CLEMIS Fee. The CLEMIS Division upon the recommendation and counsel of the CLEMIS Advisory Committee shall establish the CLEMIS Fee. The CLEMIS Fee shall be posted on the CLEMIS website and may be obtained from the CLEMIS Division.
- 5.3. <u>Review of CLEMIS Fee.</u> The CLEMIS Division and the CLEMIS Advisory Committee shall annually review the CLEMIS FEE.
- 5.4. <u>CLEMIS and FRMS Funds.</u> County has established and shall continue to have separate enterprise funds within the County budget for revenues, expenses, and operations of CLEMIS (hereinafter "CLEMIS Fund and FRMS Fund").
- 5.5. Deposit of CLEMIS Fee. All monies paid by Public Body to County pursuant to this Exhibit shall be deposited into the CLEMIS Fund or FRMS Fund, as applicable. Only revenues and expenses stemming from CLEMIS operations and maintenance are recorded in the CLEMIS Fund and FRMS Fund; no other County revenues and expenses are recorded in these Funds. Any equity in the CLEMIS Fund and FRMS Fund at the end of the County's fiscal year shall be rolled into the CLEMIS Fund and FRMS Fund for the next fiscal year. Surplus/equity in the CLEMIS Fund and FRMS Fund can only be used for CLEMIS operations and maintenance and not for the general operations of County or Public Body. Any County general fund contributions (transfers) to the CLEMIS Fund and FRMS Fund are strictly based on availability and official appropriation by County and cannot be deemed permanent on-going contributions.
- 5.6. <u>Financial Statement for CLEMIS and FRMS Funds.</u> The County Fiscal Services Division shall prepare financial statements for the CLEMIS Fund and FRMS Fund on a quarterly basis. These financial statements will be posted on the CLEMIS Website on a quarterly and year-end basis. The County Director of Management and Budget or his/her designee shall report the condition of the CLEMIS Fund and FRMS Fund to the CLEMIS Advisory Committee, on a quarterly basis.
- 5.7. <u>Refund of CLEMIS Fee for Operational Problems.</u> Subject to Section 18 (Force Majeure) of the Agreement, if any CLEMIS Applications are not operational for more than

Page 5 of 9 EXHIBIT X

fourteen (14) consecutive calendar days, County shall refund the CLEMIS Fee, already paid by Public Body, for the days that the CLEMIS Applications were not operational.

- 6. COUNTY/PUBLIC BODY RESPONSIBILITIES FOR CLEMIS CITATION PAYMENT APPLICATION AND CLEMIS CRASH PURCHASE APPLICATION. If a Public Body uses the CLEMIS Citation Payment Application (hereinafter "Payment Application) and/or the CLEMIS Crash Purchase Application (hereinafter "Purchase Application"), then the following terms and conditions apply:
 - 6.1. Placement of URL. Public Body shall be responsible for placing the Payment Application and the Purchase Application URLs on its website; the URLs shall be provided by County. Public Body shall include this URL in printed or electronic communications to the general public regarding the Payment Application and the Purchase Application.
 - 6.2. Questions Regarding Payment of Tickets/Citations/Parking Tickets and Purchase of Crash/Accident Reports. County shall refer all questions that County receives to Public Body regarding the payment of citations/tickets/parking tickets and the purchase of crash/accident reports and regarding the amount of monies owed to Public Body.
 - 6.3. Security of Data. County shall secure and protect data received through the Payment Application and Purchase Application (including credit card information) according to law, County's contractual obligations, and reasonable business standards and practices.
 - 6.4. No Interference with Contract. Third-party service providers such as PayPal Inc. and Elavon, Inc. are required for the operation of the Payment Application and Purchase Application. Neither Public Body nor Public Body Employees shall act or fail to act, either directly or indirectly, in a manner to cause any purported breach in any term or condition in any agreement between County and such third party.
 - 6.5. Enhanced Access Fee. Persons or entities paying citations/tickets/parking tickets through the Payment Application or purchasing crash/accident reports through the Purchase Application shall be charged an Enhanced Access Fee, in addition to the monies owed to Public Body.
 - 6.6. Payment Transaction for Payment Application. When using the Payment Application, a person or entity paying a citation/ticket/parking ticket will authorize two transactions, at the time of payment: (1) one transaction for payment of monies owed to Public Body/Court and (2) one transaction for payment of the Enhanced Access Fee. The funds for the payment to Public Body/Court will be directed to the depository account designated and/or owned by Public Body/Court. The funds for the Enhanced Access Fee will be directed to a depository account designated and owned by County.
 - 6.7. Amount of Enhanced Access Fee for Pavment Application. The Enhanced Access Fee charged to persons/entities paying citations/tickets/parking tickets through the Payment Application shall be in an amount established by the Oakland County Board of Commissioners, Miscellaneous Resolution # 07121 and as subsequently amended by the Oakland County Board of Commissioners. Public Body shall receive one dollar (\$1.00) of the Enhanced Access Fee collected for each citation/ticket paid through the Payment Application. Given the small amount of the Enhanced Access Fee for parking tickets,

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- Public Body shall receive no portion of the Enhanced Access Fee collected for parking tickets paid through the Payment Application.
- 6.8. Amount of Enhanced Access Fee for Purchase Application. The Enhanced Access Fee charged to persons/entities purchasing crash/accident reports through the Purchase Application shall be in an amount established by the Oakland County Board of Commissioners, Miscellaneous Resolution # 09182 and as subsequently amended by the Oakland County Board of Commissioners. Public Body shall receive one dollar (\$1.00) of the Enhanced Access Fee collected for the purchase of each crash/accident report through the Payment Application.
- 6.9. <u>Amount of Fee for Crash/Accident Report.</u> Public Body shall set the fee for the purchase of the crash/accident report through the Purchase Application. The amount of this fee shall be listed in Addendum A.
- 6.10. <u>Distribution of Enhanced Access Fees and Fees for Crash/Accident Reports.</u> Public Body's portion of the Enhanced Access Fees, set forth in this Exhibit, and the fee for the crash/accident reports, set forth in Addendum A, shall be disbursed to Public Body pursuant to its written instructions. Public Body shall provide the written instructions, required by this section to CLEMIS Division.
- 6.11. Obligations and Responsibilities if Public Body is a Court.
 - 6.11.1. Access to Website. If Public Body is a Court, then County shall provide access to a password protected website where Public Body/Court can issue credits or refunds and view daily, weekly, and monthly transactions processed through the Payment Application.
 - 6.11.2. Contract for Credit Card Processing. If Public Body is a Court, then County shall establish, maintain, and pay for a separate contract for credit card processing services with the entities currently providing credit card processing services for County, i.e., PayPal Inc. and Elavon, Inc.
 - 6.11.3. Separate Depository Bank Account. If Public Body is a Court, then it shall maintain a corresponding depository bank account, with a depository financial institution acceptable to County, for the receipt of monies owed to Public Body/Court. Public Body/Court shall provide County with all necessary bank account numbers and routing number to give effect to this requirement.

7. <u>CLEMIS ADVISORY COMMITTEE</u>.

7.1. Establishment and Purpose of CLEMIS Advisory Committee. The CLEMIS Advisory Committee was established to obtain advice and guidance from CLEMIS Members concerning policy, technical, and operational questions for CLEMIS Applications. The purpose behind the CLEMIS Advisory Committee is to allow CLEMIS Members to provide input regarding the operation and management of CLEMIS. The CLEMIS Advisory Committee leads the CLEMIS Consortium and provides recommendations and counsel to the CLEMIS Division regarding the operation, maintenance, and budget for CLEMIS (including suggested security policies, development/operation/modifications to CLEMIS Applications, and actions regarding misuse of CLEMIS).

- 7.2. <u>Composition of CLEMIS Advisory Committee.</u> The composition of the CLEMIS Advisory Committee is posted on the CLEMIS Website.
- 7.3. <u>CLEMIS Advisory Committee Meetings.</u> The CLEMIS Advisory Committee meets at least four (4) times per year. CLEMIS Members are encouraged to attend.
- 7.4. CLEMIS Advisory Committee Officers. Every July, the CLEMIS Advisory Committee shall elect a Chairperson by majority vote. The Chairperson shall select and appoint a Co-Chairperson. The CLEMIS Division Manager shall serve as Executive Secretary to the CLEMIS Advisory Committee. The Executive Secretary shall prepare the agenda for CLEMIS Advisory Committee meetings. Prior to each meeting, the Chairperson and the Executive Secretary shall review the contents of each agenda.
- 7.5. CLEMIS Advisory Committee—Subcommittees. The CLEMIS Advisory Committee may create subcommittees as it deems appropriate. The subcommittees and their composition and responsibilities shall be posted on the CLEMIS Website. The CLEMIS Advisory Committee Chairperson shall appoint the chairpersons of the subcommittees, except for the Chairperson of the Strategic Planning subcommittee, whose Chairperson is the current President of Oakland County Chiefs of Police Association and except for the Chairperson of Fire Governance whose Chairperson is elected by the Fire Governance Committee members.
- 8. TRAINING. Public Body shall require all Public Employees who use or access CLEMIS to attend training classes required by the CLEMIS Division. The format of the training classes will be at the discretion of the CLEMIS Division, e.g., train the trainer, classroom training, or online/remote training. If the training classes are held at County facilities or held in an online/remote format, then such training classes are at no cost to Public Body or Public Employees. If the training classes are held at non-County facilities, there may be a charge to Public Body based on time, materials, and location of training classes.
- 9. <u>SUPPORT AND MAINTENANCE SERVICES</u>. County shall maintain and support the CLEMIS Applications. The CLEMIS Fee includes the costs for support and maintenance services for the CLEMIS Applications and other services provided by the CLEMIS Division, unless otherwise indicated on Addendum A. When providing support and maintenance services for CLEMIS, County has the authority to prioritize its resources, including, but not limited to, the order in which calls for support or maintenance will be resolved and allocation of time of its employees, agents, subcontractors, and equipment.

10. OBLIGATIONS & RESPONSIBITIES UPON TERMINATION/CANCELLATION.

- 10.1. <u>Use of CLEMIS & CLEMIS Applications.</u> Upon the effective date of termination or cancellation of this Exhibit, Public Body shall stop using CLEMIS and CLEMIS Applications and it shall not have access to CLEMIS and CLEMIS Applications.
- 10.2. <u>Use and Access to Public Body's Data.</u> Upon the effective date of termination or cancellation of this Exhibit, Public Body's data shall not be useable by or accessible to any other CLEMIS Member.
- 10.3. <u>Transition of Data upon Termination/Cancellation</u>. Upon termination or cancellation of this Agreement, CLEMIS shall provide a copy of Public Body's data to Public Body in an electronic format and a time period determined by County. Upon written confirmation

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from Public Body that it received its data, County will purge Public Body's data from CLEMIS and any disaster recovery sites. If County incurs any costs in copying Public Body's data, then Public Body shall be responsible for those costs and shall reimburse County for those costs. The CLEMIS Division shall invoice Public Body for such costs. Public Body shall pay the invoice at the location and within the time period stated in the Agreement. The CLEMIS Division may waive these costs in its sole discretion.

10.4. Obligation to Pay CLEMIS Fee Upon Termination/Cancellation. Public Body's obligation to pay the CLEMIS Fee shall stop on the effective date of termination or cancellation. If the termination or cancellation date is other than the end of a quarter, any CLEMIS Fee, paid in advance to County, shall be refunded to Public Body on a pro-rated daily basis for the time period that Public Body paid in advance.

ADDENDUM A

I. CLEMIS CATEGORIES / TIERS

Public Body shall receive the CLEMIS Applications and services associated with the category/tier selected below. The CLEMIS Website describes each category/tier listed below, describes the CLEMIS Applications that are received with a particular category/tier, and lists the cost for the below categories. As used in this Addendum "FTE" means Full-Time Equivalents (Sworn Officers).

 √	Tier 1		
EI	16 or more FTE's	O 6 – 15 FTE's	O 1 − 5 FTE's
	<u>Tier 2</u>	O	
	16 or more FTE's Tier 2.5	6 − 15 FTE's	
	16 or more FTE's	O 6 – 15 FTE's	O 1 – 5 FTE's
	Tier 3	_	_
	O 16 or more FTE's	O 6 – 15 FTE's	1 – 5 FTE's
	Tier 4 Rescinded		
	<u>Tier 5</u> Rescinded		
	Tier 6 (eCLEMIS)		
	19 or more FTE's	O 6 – 18 FTE's	O 1 – 5 FTE's
	Tier 7 Public Safety Answering Point (PSAP)/Central Dispatch Center		
	Tier 8 Jail Management (outsid	e Oakland County)	
	Federal Departments, Offices or Agencies Inquiry Only in the State of Michigan (does not contribute any data)		
	<u>District Court in Oakland County</u> (excluding 52nd District Courts)		
	Pays CLEMIS Fee: rece	ives ticket data.	
	OPT-OUT of CL	EMIS Citation Payment Applic	cation
	O Does not pay CLEMIS I Citation Payment Applica	Fee: receives ticket data load ar ation.	nd must exclusively use CLEMIS
	District Court outside Oakland County		
	O Pays CLEMIS Fee: rece	eives ticket data.	
		EMIS Citation Payment Applic	cation
	O Does not pay CLEMIS F Citation Payment Applica	Fee: receives ticket data load a tion.	nd must exclusively use CLEMIS
	Circuit Court (outside Oakland (County - does not contribute any	data)
	Prosecutor Office (outside Oakl	and County, does not contribute	e any data)
	FRMS Participant (Fire Records	Management System)	

II. ADDITIONAL CLEMIS APPLICATIONS

Public Body may select and shall receive any of the CLEMIS Applications, selected below, for a separate cost. The cost for the CLEMIS Applications is set forth on the CLEMIS Website.

\checkmark	Mob	ile Data Computers ("MDC")		
	\odot	WITH County provided wireless	0	WITHOUT County provided wireless
	0	CAD Only WITHOUT County provided win	reless	
\checkmark	Live	<u>scan</u>		
	•	WITH printer	0	WITHOUT printer
\checkmark	Mug	<u>shot</u>		
	•	Capture Station and Investigative	0	Investigative Only
	_	<u>Management</u>		
	O	CLEMIS Member located in Oakland Co	•	
,	O	CLEMIS Member located outside Oaklar	nd Cour	nty
	<u>Oak\</u>	Video (CLEMIS Member located outside O	akland (County)
	Crim	e Mapping Application		
\checkmark	<u>Pawr</u>	n Application		
\checkmark	Fire Records Management System In Oakland County			
	\odot	Phase I	0	Phase II
	Fire I	Records Management System Outside O	akland	County
	Fire I	Department in Oakland County Data Extr	<u>act</u>	
	<u>Fire I</u>	Department Outside Oakland County Dat	a Extra	<u>ct</u>
	CRASH Report Payment Amount: \$ 5.00			
	<u>Enha</u>	nced Access Fee Disbursement Instructi	ons	
	0	Disbursement when Requested	Di	sbursement Quarterly
	Make Check Payable to: CITY OF BIRMINGHAM POLICE DEPARTMENT			ICE DEPARTMENT
	OPT-	OUT of Exhibit V (OakNet Connectivity)	DakNet	connectivity is not needed
	CLEMIS Member / Public Body requests that County provide Public Body's data to the follow entity:			ovide Public Body's data to the following
	Vendo	or Name:		
		ess:		
	Conta	act:	Pho	ne:
	Email	:		

COUNTY: James John	12-30-15
James Hess, CLEMIS Division Manager	Date
PUBLIC BODY: CITY OF BIRMINGHAM	
Title/Name: MAYOR / RACKELINE J. HOFF	
Signature: Sackeline G. Hoff	12/14/15
	Date

(to be completed by Public Body)



MEMORANDUM

Engineering Dept.

DATE: March 27, 2018

TO: Joseph Valentine, City Manager

FROM: Paul T. O'Meara, City Engineer

SUBJECT: 2018 Concrete Sidewalk Repair Program

Public Notification - Sidewalk Sections 1C & 8

The Engineering Department has completed its survey for the 2018 sidewalk program. Generally, one large residential area and one quadrant of the Central Business District (Area 1) is inspected and repaired. The designated project area to be repaired this year is the portion of the City north of Maple Rd., east of Adams Rd., and the southeast quadrant of the CBD.

A map of the survey area, sample notices to property owners, and a listing of affected addressed are attached. Responsibility for payment is as outlined in the City Code. Work charged to residential owners tends to fall into three categories:

- 1. Sidewalks crossing driveways.
- 2. Sidewalks lifted due to an adjacent tree growing on private property.
- 3. Sidewalks clearly damaged by activities on the private property, such as construction.

Downtown properties share a higher percentage of the cost burden, and are typically charged for:

- 1. All pavements beyond the main sidewalk path (measured five to seven feet away from the property line).
- 2. Sidewalks composed of special pavements, such as exposed aggregate or brick pavers.
- 3. Maintenance of special pavements, such as clear sealant installation, or repair of caulked joints.

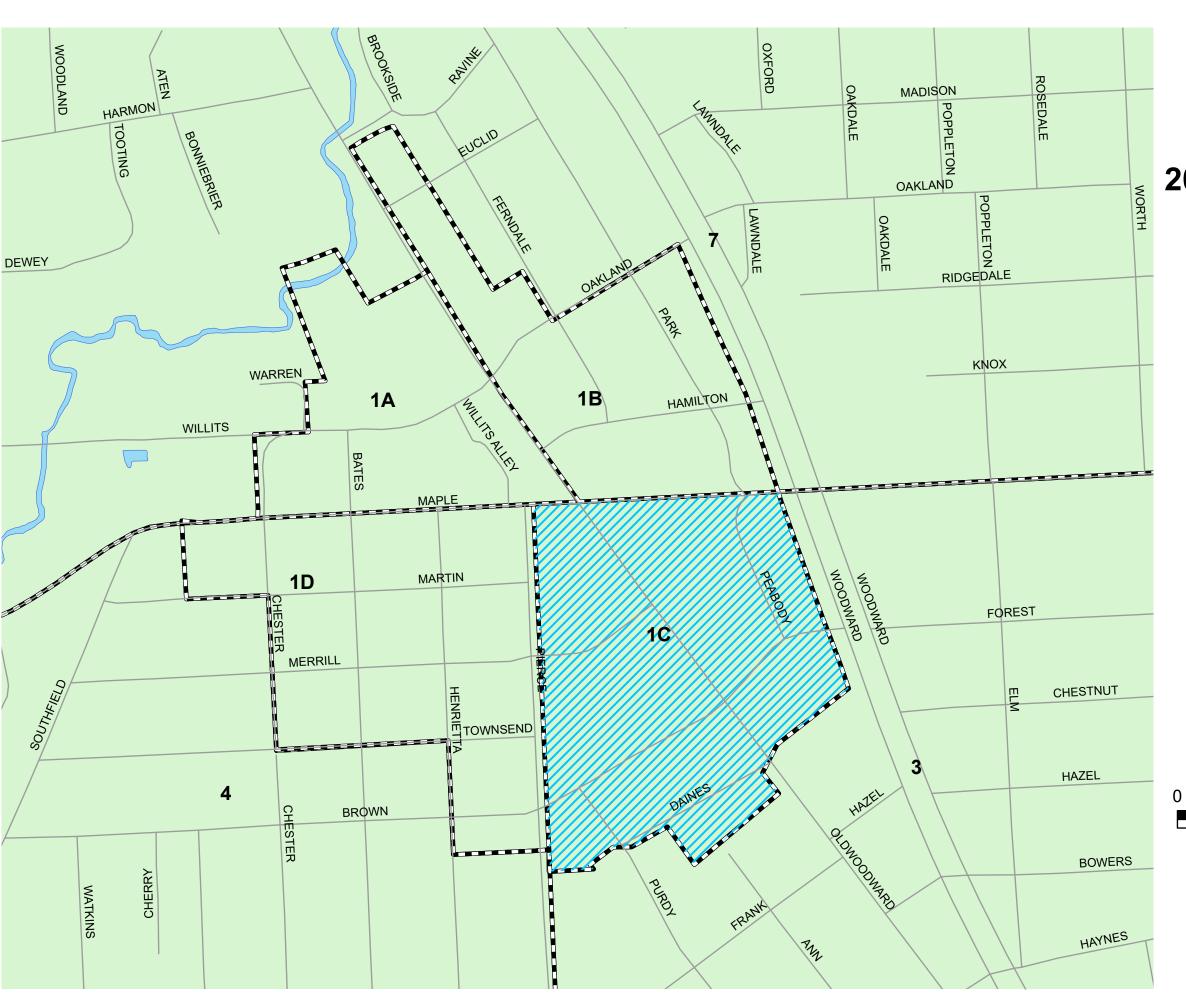
In accordance with City policy, once authorized, the Engineering Department must advertise these addresses in the local press, and send letters of notification to all parties that will be charged.

Prices for the main items of work will be based on the cost the City is being charged, plus a 15% administration fee. The sample letters attached are from last year. The letters mailed for this year will reflect current pricing, once bids have been opened and a successful contractor has been identified.

It is recommended that the Commission authorize the 2018 Sidewalk Repair Program, and to direct the Engineering Department to notify the owners of properties on the attached list of the City's intention to replace sidewalks adjacent to their properties.

SUGGESTED RESOLUTION:

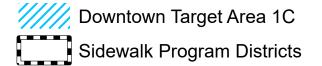
To authorize the 2018 Sidewalk Repair Program, and to direct the Engineering Department to notify the owners of properties on the attached list of the City's intention to replace sidewalks adjacent to their properties.

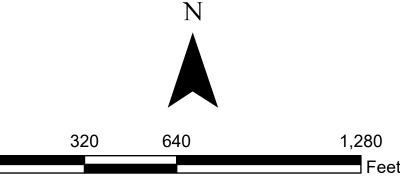




2018 SIDEWALK 2-18 (SW) DOWNTOWN AREA 1C MAP

Legend



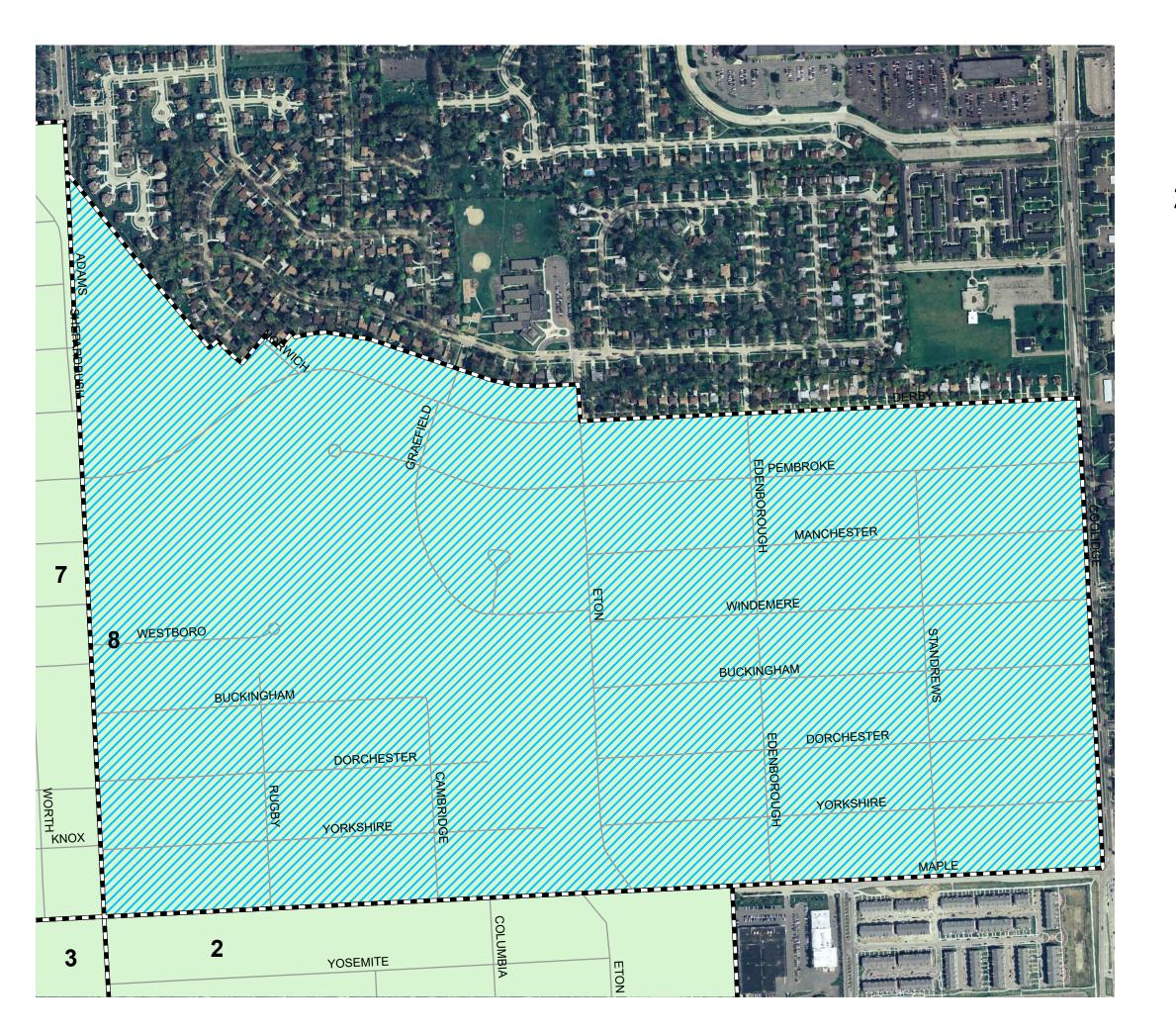


1 inch = 333 feet

Disclaimer: The information provided by this program has been compiled from recorded deeds, plats, taxmaps, surveys, and other public records and data. It is not a legally recorded map or survey.

The data provided hereon may be inaccurate or out of date and any person or entity who relies on said information for any purpose whatsoever does so solely at his or her own risk.

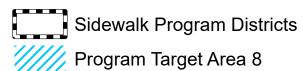
Data Sources: Oakland County GIS Utility, City of Birmingham

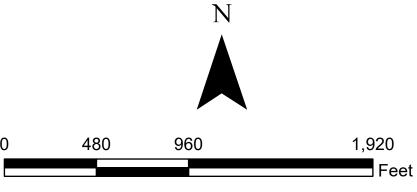




2018 SIDEWALK 2-18(SW) PROGRAM AREA MAP

Legend





1 inch = 500 feet

Disclaimer: The information provided by this program has been compiled from recorded deeds, plats, taxmaps, surveys, and other public records and data. It is not a legally recorded map or survey.

The data provided hereon may be inaccurate or out of date and any person or entity who relies on said information for any purpose whatsoever does so solely at his or her own risk.

Data Sources: Oakland County GIS Utility, City of Birmingham



April 21, 2017

Property Owner ADDRESS Birmingham, MI 48009

SIDEWALK NOTICE

This notice is intended for the property owner. If you are not the owner, we appreciate your assistance in getting this information to them. Thank you for your assistance.

The City Commission has determined the necessity for the replacement of certain sidewalks at the above noted address. Chapter 98 of the Birmingham City Code requires that the property owner be notified of the City's intention to make this improvement.

If a property owner is liable, either in whole or in part, for the construction or replacement of a sidewalk, the owner may construct or replace the sidewalk at his/her own expense. In that event, the City Clerk shall be notified accordingly by the owner within ten (10) days of the receipt of this notice, and such construction or replacement shall be completed in accordance with the specifications of the City of Birmingham within sixty (60) days of the receipt of this notice. All such sidewalk work shall be conducted only after issuance of a permit from the Engineering Department.

Sidewalks to be replaced have been designated with either pink or white paint. The white paint indicates the owner's responsibility, and the pink paint indicates the City's responsibility. In some cases it may be necessary to replace an additional section or two of sidewalk beyond those designated with paint.

The City is generally responsible for the replacement of deteriorated sidewalks and for sidewalks damaged by City trees, City staff, or its contractors. Property owners will not be responsible for sidewalks damaged by utility work. Otherwise, property owners are responsible for damaged sidewalks, including sidewalks damaged at driveways and by owners' trees. Where sidewalk is replaced due to damage by a tree growing partly on public right-of-way and partly on private property, the cost of such replacement will be borne equally (50%-50%) by the City and the abutting property owner. In commercial areas, property owners are responsible for all brick and exposed aggregate sidewalk repairs, as well as pavement closer to the street in the case of extra wide sidewalks (over six feet wide).

The City will engage a contractor for sidewalk construction. In the event the property owner does not construct or replace the owner responsibility sidewalk within the above specified time limit, the City will proceed to have the sidewalk replaced by its contractor and bill the property owner for the cost of the owner responsibility work.

A contract for this work was recently bid and will be completed by the lowest priced responsible bidder, under the direction of the City of Birmingham. The cost to adjacent owners is expected to be approximately \$5.56 per square foot for 4" walk, and \$6.70 per square foot for 6" walk (used across driveways). The prices obtained by the City of Birmingham tend to be competitive to that which an individual property owner could obtain.

You will receive a second notice via hand carried flyer indicating when the contractor is planning to begin repairs in your area. For additional information, please call the Engineering Department at 248-530-1850.



August 21, 2017

Property Owner ADDRESS Birmingham, MI 48009

SIDEWALK NOTICE

This notice is intended for the property owner. If you are not the owner, we appreciate your assistance in getting this information to them. Thank you for your assistance.

The City Commission has determined the necessity for the replacement of certain sidewalks at the above noted address. Chapter 98 of the Birmingham City Code requires that the property owner be notified of the City's intention to make this improvement.

If a property owner is liable, either in whole or in part, for the construction or replacement of a sidewalk, the owner may construct or replace the sidewalk at his/her own expense. In that event, the City Clerk shall be notified accordingly by the owner within ten (10) days and such construction or replacement shall be completed in accordance with the specifications of the City of Birmingham within sixty (60) days of the receipt of this notice. All such sidewalk work shall be conducted only after issuance of a permit from the Engineering Department.

Sidewalks to be replaced have been designated with either white or pink paint. The white paint indicates the owner's responsibility, and the pink paint indicates the City's responsibility. In some cases it may be necessary to replace an additional section or two of sidewalk beyond those designated with paint. Brick or exposed aggregate sidewalks have not been marked for repairs to keep paint markings to the essential amount needed. Special sidewalks such as these, when repaired by the City, are always charged to the adjacent property owner.

The City is generally responsible for the replacement of deteriorated sidewalks and for sidewalks damaged by City trees, City staff, or its contractors. Property owners will not be responsible for sidewalks damaged by utility work. Otherwise, property owners are responsible for damaged sidewalks, including sidewalks damaged at driveways. Property owners are responsible for all brick sidewalk repairs exposed aggregate sidewalk repairs, as well as pavement closer to the street in the case of extra wide sidewalks (over six feet wide). The City will also be power washing and sealing all exposed aggregate sidewalks located within the northwest quadrant of the downtown, to extend the life of the pavement.

The City has engaged a contractor for sidewalk construction. In the event the property owner does not construct or replace the owner responsibility sidewalk within the above specified time limit, the City will proceed to have the sidewalk replaced by its contractor and bill the property owner for the cost of the owner responsibility work.

A contract for this work was recently bid and will be completed by the lowest priced responsible bidder under the direction of the City of Birmingham. Some of the approximate costs to adjacent owners are listed below:

4" Sidewalk Removal & Replacement	\$5.56/sq.ft.
6" Sidewalk Removal & Replacement	\$6.70/sq.ft.
4" Exposed Agg. Sidewalk Removal & Replacement	\$14.95/sq.ft.
Reset Brick or Granite Pavers	\$23.00/sq.ft.
Grout or Caulk Joint Repair	\$3.45/ft
Cleaning and Sealing of Exposed Aggregate Sidewalk	\$1.15/sq.ft.

The prices obtained by the City of Birmingham tend to be very competitive to that which an individual property owner could obtain. You will receive another notice indicating when the contractor is planning to begin repairs in your area. For additional information, please call the Engineering Department at 248-530-1850.

SIDEWALK AREA 8 2018 OWNER BILLING LIST

ADDRESS:

Buckingham

2598

2787

2830

Coolidge

397

Dorchester

2846

Manchester

2851

Windemere

2719

Yorkshire

2650

2695

2717

SIDEWALK AREA 1C 2018 OWNER BILLING LIST

ADDRESS:

E. Brown

400

E. Merrill

211

220

250

S. Old Woodward

275

325

400

Peabody

222

Pierce

277

Woodward

34901



MEMORANDUM

Planning Division

DATE: March 27, 2018

TO: Joseph A. Valentine, City Manager

FROM: Jana L. Ecker, Planning Director

SUBJECT: 2018 – 2019 Planning Board Action List

In March of each year the Planning Division prepares an Annual Report to the City Commission outlining the activities of several boards and commissions over the previous year, as well as an action list of identified priority items for the boards for consideration over the coming year. The Planning Board's Action List is included in the Annual Report each year. From this list, the Planning Board and the City Commission have the opportunity to evaluate the Planning Board's goals and objectives, and make any needed amendments based on current priorities.

Accordingly, please find attached the Planning Board's 2018-2019 Action List for your review.

Suggested Action:

To APPROVE the 2018-2019 Planning Board Action List as provided.

OR

To direct the Planning Board to revise their 2018-2019 Planning Board Action List to reflect the City Commission's top priorities as discussed tonight:

1.			
2.			
3.			
4.			
5.			
6.			
9.			
10			

Planning Board Action List – 2018 – 2019

	ТОРІС	SPECIFIC DIRECTION/ PROBLEM DEFINITION	STUDY SESSION	PUBLIC HEARING	STATUS	NOTES
1	Bistro Parameters	 Review the bistro regulations on the location or number of outdoor dining seats permitted Clarify and/or provide additional regulations to regulate the operation of bistros Consider different standards for different districts 	7/12/17 8/9/17 9/13/17 1/10/18		In Progress	As directed by the City Commission on 7/10/17
2	Renovation of Commercial Properties	 Amend the review procedures for new construction and/or the renovation of existing buildings Clarify the distinction between a renovation and new construction Clarify the distinction between a site plan review and a design review Consider Planning Board review for use changes 	8/19/17 0/13/17		In Progress	As directed by the City Commission on 7/10/17
3	Definition of Retail – Long Term Study		8/10/16 3/29/17 5/10/17 6/14/17 1/10/18 3/14/18		In Progress	As directed by the City Commission on 7/11/2016

4	Commercial Projections onto Public Property / Architectural Allowances	 Clarify in the Zoning Ordinance which, if any, projections are permitted into the ROW Draft regulations to address the height, projection or permitted materials for architectural features projecting into the ROW 	1/10/18	In Progress	As directed by the City Commission on 7/10/17
5	Shared Parking	Evaluate the success/difficulties encountered in other communities Require a formal shared parking agreement	8/10/16 2/8/17 3/29/17 5/10/17 7/12/17		As directed by the City Commission on 7/10/17
6	Church / Religious Institutions	 Add definitions for Church and/or Religious Institutions Clarify in which zone district(s) each use is permitted 			As directed by the City Manager

7	Amend cost of parking space for payment-in-lieu of parking to allow additional building height in the Triangle District	 Update cost of parking space to today's cost Build in automatic cost increase / year into ordinance language 	As directed by the City Manager
8	Consider looking at principal uses allowed and add flexibility ("and other similar uses")	 Evaluate the current system of listing only permitted uses in each zone district Determine whether to continue this system, or switch to broad use categories that do not list all specifically permitted uses (ie. retail is permitted, instead of listing drugstore, shoe store gracery store 	
9	Potential residential zoning changes; MF & MX garage doors	Consider adding garage placement standards and/or garage and garage door size or design standards for mixed use and multi-family residential developments	

10	Sustainable Urbanism (Green building standards, pervious surfaces, geothermal, native plants, low impact development etc.)	 Incentive option in Triangle District Guest speakers in LEED Certification, Pervious Concrete, LED Lighting, Wind Power, Deconstruction Sustainability website & awards Native Plant brochure 	2/09/2005 7/11/2007 8/08/2007 9/12/2007 1/9/2008 9/10/08 1/14/09 1/28/09 2/10/09 (LRP) 5/13/09 8/12/09 11/11/09 1/23/10 (LRP) 5/12/10 6/9/10	2/25/09 (PB - Solar) 1/13/10 (PB-Wind) 2/10/10 (PB-Wind) 6/14/2010 (CC-Wind)	Solar ordinance completed. Wind ordinance completed.	
11	Additional Items to be Considered during Master Plan Process	 Woodward Avenue Gateway Plan (Lincoln to 14 Mile Road) Parking Complete Streets Regional Planning 	7/12/17		On Hold	
12	Review Process for Public Projects	 Clarify review process for projects on public property Consider requiring same site plan review process as that for private projects 				

Completed Items 2017 - 2018

Window Tinting Standards	 Consider allowing clear glass only on first floor storefront windows Consider adding tint standards for upper story windows 	3/29/17 5/10/17	6/14/18 PB	Completed	
Transitional Zoning (TZ2)	 Revise previous draft ordinance language to create TZ2 zone district for transitional properties in the City 	3/29/17	5/10/17 PB	Completed	 Completion of Transitional Zoning Study & Implementation
Definition of Retail - Short Term Study (Personal Services Definition)	 Temporary relief to clarify retail & personal services definitions City Manager's memo to PB Evaluate whether the current application of personal services is consistent with the intent of the 2016 Plan 	5/10/17 6/14/17 7/12/17	7/12/17 PB	Completed	As directed by the City Commission on 5/8/17
Economic Developm ent License Boundary Review	Consider revising the map in Exhibit A of the Zoning Ordinance to amend the number and/or location of properties that may qualify for an Economic Development liquor license into other areas of the City	8/19/17 9/13/17	10/24/17	Completed	As directed by the City Commission on 7/10/17
Rail District Boundary Review	Consider expanding the Rail District to include properties on the west side of S. Eton across from Big Rock and/or to include the North Eton Plaza	8/19/17 9/13/17		Completed	As directed by the City Commission on 7/10/17

City of Birmingham A Walkable Community

MEMORANDUM

Planning Division

DATE: March 27, 2018

TO: Joseph A. Valentine, City Manager

FROM: Matthew Baka, Senior Planner

APPROVED: Jana Ecker, Planning Director

SUBJECT: Comprehensive Master Plan Update

The City of Birmingham has a history of implementing master plans and ordinances that are intended to guide and regulate the growth of the City in order to promote the type of development that the citizens and property owners value. Currently, the development of the City's planning and zoning regulations are principally governed by six documents which are currently available on the City website:

- The Birmingham Future Land Use Plan (1980);
- The Downtown Birmingham 2016 Plan (1996);
- The Eton Road Corridor Plan (1999);
- The Triangle District Plan (2007);
- The Alleys and Passages Plan (2012); and
- The Multi-Modal Transportation Plan (2013).

The Future Land Use Plan ("the Plan") was the last comprehensive master plan to be adopted by the City (1980). The Plan made specific recommendations throughout the City that are intended to protect residential areas while at the same time made recommendations that would allow the commercial areas to thrive. Since the adoption of the Plan, the City has updated the master plan through the additional subarea plans listed above. Those plans have been implemented through the three overlay zones (Downtown, Triangle and Via Activation) and the rezoning of the rail district to MX (Mixed Used). The Multi-Modal Transportation Plan adopted in 2013 is now the guiding document for the City in regards to transportation infrastructure, major right of way improvements, and user accessibility issues. The cumulative effect of all the sub area plans has essentially updated the Future Land Use Plan in the majority of the commercially zoned areas of Birmingham.

Over the last several years the City Commission and Planning Board have been actively discussing the potential scope of an RFP for a new comprehensive master plan. The updating and implementation of master plans and subarea plans are important aspects of maintaining and improving the standard of excellence that is expected in Birmingham. Although the subarea plans listed above have been established in the City over the past twenty years, there has not been a comprehensive Master Plan update completed since the 1980 Future Land Use Plan. There are several components of the plan that included demographic data and projections that were based on a twenty year time frame (1980-2000). In addition, many of

the land use policies and system analysis may be considered outdated now considering the advancements in technology and changes in lifestyle habits. Accordingly, much of the information provided in the plan was intended to project up to the year 2000, and is in need of updating.

At the 2016 and 2017 joint meetings of the City Commission and the Planning Board, the need to update the City's existing comprehensive master plan was discussed in detail. A draft RFP was reviewed by the group on each occasion. There was consensus that a large portion of the new master plan would be dedicated to updating outdated sections of the Future Land Use Plan. The following list outlines the information in the plan that is out of date or policies that are currently included in the draft RFP for review and updating:

- Community vision and planning objectives;
- Update of Population section to include current demographic data, future projections and analysis;
- Update of Regional and Surrounding Development section to include current and projected demographic data (residential, retail, office, mix of land uses) and analysis of the region, regional and downtown development trends and regional collaboration efforts;
- Update of Residential Housing section to include neighborhood vision in residential areas, analysis of changes in residential patterns and residential areas from 1980 to now, typology and character of neighborhoods, development trends, future projections and future direction;
- The physical characteristics of neighborhoods should be identified and documented including historic attributes, landscape conditions, housing type and the period of construction for each area;
- Review and update of Transportation section to include current vehicular, pedestrian and bicycle data, recent and currently budgeted infrastructure improvements, current multi-modal trends, regional transportation projects, and future recommendations based on regional and national best practices;
- Update and review of existing land use, updated recommendations for future land uses and an updated future land use map including the area of Woodward between 14 Mile Rd. and Lincoln, known as the S. Woodward gateway;
- Parking analysis and recommendations for both public and private parking regulations throughout the entire City including consideration of parking requirements, public parking needs, residential parking permitting requirements, accessible parking needs, potential for shared parking and emerging and innovative technologies;
- Review and update of the Policies section to encourage the implementation of the City's vision, current goals, best practices, current technological advances, and innovative policies.

In addition to the review of the previous master plan and the incorporation of the subarea plans into a comprehensive document, the RFP also provides direction to include additional categories to the scope of work as follows:

• Comprehensive Community Engagement Plan that details how public input will be acquired throughout the master planning process;

- Infrastructure Analysis that reviews existing infrastructure, evaluates future needs and provides recommendations;
- **Parking Analysis** and recommendations for both public and private parking regulations throughout the entire City including the following components:
- Central Business District municipal system;
- 2. Triangle District municipal system;
- 3. Rail District recent analysis and recommendations;
- 4. Zoning Ordinance parking regulations;
- 5. Residential Permit parking and alternatives (City-wide); and
- 6. Restricted on-street parking between 2am-6am.
- **Meeting Attendance Schedule** that outlines the expectations for the public meetings that the consultant will be expected to attend.
- **Plan Preparation** requiring the Contractor to provide ongoing engagement with respective commissions and boards.
- Finalization and Adoption of a draft of the updated Plan will be presented to the Planning Board for initial recommendation and to the City Commission for their concurrence.

The attached draft RFP has been updated to reflect the comments made by the City Commission and Planning Board. In addition, attachment C has been modified to breakdown the cost proposals into categories that correspond with the scope of work. Relevant meeting minutes regarding this topic have also been included to provide context for the content of the RFP.

SUGGESTED ACTION:

Direct the Planning Division to issue the Master Plan RFP on April 11, 2018.



Sealed proposals endorsed <u>"MASTER PLAN UPDATE"</u>, will be received at the Office of the City Clerk, 151 Martin Street, PO Box 3001, Birmingham, Michigan, 48012; until **June 1, 2018 at 3:00pm** after which time bids will be publicly opened and read.

FOR MASTER PLAN UPDATE

The City of Birmingham, Michigan is accepting sealed bid proposals from qualified professional firms to conduct a comprehensive master plan update. This work must be performed as specified in accordance with the specifications contained in the Request For Proposals (RFP).

The RFP, including the Specifications, may be obtained online from the Michigan Intergovernmental Trade Network at http://www.mitn.info or at the City of Birmingham, 151 Martin St., Birmingham, Michigan, ATTENTION: Jana L. Ecker, Planning Director.

The acceptance of any proposal made pursuant to this invitation shall not be binding upon the City until an agreement has been executed.

Submitted to MITN: April 11, 2018

Deadline for Submissions: June 1, 2018 at 3:00pm

Contact Person: Jana L. Ecker, Planning Director

P.O. Box 3001, 151 Martin Street Birmingham, MI 48012-3001 Phone: 248-530-1841

Email: jecker@bhamgov.org



REQUEST FOR PROPOSALS FOR MASTER PLAN UPDATE

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INTRODUCTION

For purposes of this request for proposals the City of Birmingham will hereby be referred to as "City" and the private consulting firm or firms will hereby be referred to as "Contractor."

The City of Birmingham, Michigan is seeking a comprehensive update of the City-wide master plan, and is accepting sealed bid proposals from qualified professional planning firms who have experience drafting comprehensive master plan updates. Qualified Contractors must demonstrate experience in conducting strategic visioning sessions, encouraging public participation, community consensus building, demographic and land use analysis, parking analysis, planning best practices, and have a strong background working in traditional, walkable communities.

During the evaluation process, the City reserves the right where it may serve the City's best interest to request additional information or clarification from proposers, or to allow corrections of errors or omissions. At the discretion of the City, firms submitting proposals may be requested to make oral presentations as part of the evaluation.

It is anticipated the selection of a firm will be completed by August 1, 2018. An Agreement for services will be required with the selected Contractor. A copy of the Agreement is contained herein as Attachment A. Contract services will commence upon execution of the service agreement by the City.

The purpose of this RFP is to request sealed bid proposals from qualified parties presenting their qualifications, capabilities and costs to provide a comprehensive update of the City-wide master plan. The City's current comprehensive master plan is entitled The Birmingham Plan, and was adopted in 1980. Since the adoption of the master plan, several sub-area plans have also been adopted for specific sections of the City:

- Downtown 2016 Plan (1996);
- Eton Road Corridor Plan (1999);
- Triangle District Plan (2007);
- Alleys and Passages Plan (2012); and
- Multi-modal Transportation Plan (2013);
- Parks and Recreation Master Plan (TBD)

Each of these sub-area plans continue to be relevant and have essentially acted as updates to the City's comprehensive master plan for portions of the City. The new comprehensive master plan should facilitate a collective utilization of the City's various districts coming together. In addition, the review document produced as a result of Andres Duaneys' visit in 2014 should also be considered and incorporated into the development of a new comprehensive master plan.

At this time the City is seeking a comprehensive update of the 1980 Birmingham Plan, and the formal inclusion of each of the subarea plans into an updated comprehensive master plan ("the Plan"). While some portions of the Birmingham Plan may continue to be relevant today, specific areas that need to be updated include:

- Community vision and planning objectives;
- Update of Population section to include current demographic data, future projections and analysis;
- Update of Regional and Surrounding Development section to include current and projected demographic data (residential, retail, office, mix of land uses) and analysis of the region, regional and downtown development trends and regional collaboration efforts;
- Update of Residential Housing section to include neighborhood vision in residential areas, analysis of changes in residential patterns and residential areas from 1980 to now, typology and character of neighborhoods, development trends, future projections and future direction;
- The physical characteristics of neighborhoods should be identified and documented including historic attributes, landscape conditions, housing type and the period of construction for each area;
- Review and update of Transportation section to include current vehicular, pedestrian and bicycle data, recent and currently budgeted infrastructure improvements, current multi-modal trends, regional transportation projects, and future recommendations based on regional and national best practices;
- Update and review of existing land use, updated recommendations for future land uses and an updated future land use map including the area of Woodward between 14 Mile Rd. and Lincoln, known as the S. Woodward gateway;
- Parking analysis and recommendations for both public and private parking regulations throughout the entire City including consideration of parking requirements, public parking needs, residential parking permitting requirements, accessible parking needs, potential for shared parking and emerging and innovative technologies;
- Review and update of the Policies section to encourage the implementation of the City's vision, current goals, best practices, current technological advances, and innovative policies.

This work must be performed as specified in accordance with the specifications outlined by the Scope of Work contained in this Request for Proposals (RFP). It is anticipated that the master plan update will commence in August of 2018 and be completed by June of 2020.

PUBLIC PARTICIPATION

Extensive public participation is vital to the success of the master plan update. During the master plan update process, the Contractor will solicit and garner the input of the public on the future vision for the City and build consensus to provide the basis for the overall direction of the master plan update. Extensive public input will also be encouraged throughout the entire master planning process, including specific discussions on residential areas, the downtown and commercial areas, and the transitional areas that connect these zones. The selected Contractor will be required to submit a detailed community engagement plan as a part of this RFP that allows for public input throughout the entire process from visioning to formal adoption of the Plan, utilizing contemporary technologies.

SCOPE OF WORK

The selected Contractor will work with the public, City staff, the Planning Board, and the City Commission to review and update Birmingham's master plan. The Contractor will coordinate with City staff and the City Attorney to ensure compliance with all State and/or Federal laws related to a community master plan update. The scope of services is as follows:

- 1. Comprehensive Community Engagement Plan. Create a detailed and inclusive comprehensive Community Engagement Plan to encourage and facilitate ongoing public participation of all stakeholders in the master planning process, including workshops, charrettes, visioning process, surveys, walking tours and/or other such methods that have been demonstrated to stimulate public discourse to gather input from residents and business owners (property owners and retailers) for integration into the strategic vision for the residential neighborhoods and commercial areas within the Plan. This process is expected to include at a minimum, a multi-day workshop that provides substantial opportunities for various local stakeholders and residents to provide input to achieve consensus on the direction of the City moving forward and ongoing engagement with elected and appointed boards and commissions throughout the entire planning process.
- 2. Updated Data Collection and Analysis. Review and update all demographic, social, economic and market data and provide future projections and trends. Review and update existing land use and zoning patterns and evaluate future land uses (ie. zoning district boundaries, transitional zoning, lot consolidation etc.). Evaluate current trends and best practices in other dense, traditional, walkable communities to make policy recommendations for the future success of Birmingham.
- 3. **Infrastructure Analysis.** Review existing infrastructure, current construction practices, evaluate future needs and provide recommendations. Specific emphasis should be placed on transportation infrastructure, including analysis of existing vehicular, pedestrian, bicycle

- and transit facilities, current multi-modal trends, the formulation of recommendations based on future projections, best practices and the incorporation of Complete Streets principles and walkability priorities.
- 4. Parking Analysis. Review current parking regulations in effect in the City of Birmingham for both private and public property. Provide best practice analyses and recommendations for updating current parking regulations for both private developments and on street public parking in residential and commercial areas, including consideration of the following:
 - 1. A review of the Central Business District Parking Assessment District with regards to desired future land use, and the need to consider a restructuring of the Parking Assessment District to consider price variations for future expansion of buildings;
 - 2. A study of build-out capacity as it relates to parking needs and perceived parking issues Downtown;
 - 3. The potential need for a municipal parking system in the Triangle District and parking needs in the Rail District, with reference to recent analysis and recommendations;
 - 4. An analysis of the need for other public parking structures and locations along with ideas on financing strategies;
 - 5. A comprehensive review of the Zoning Ordinance parking regulations that apply outside of the Parking Assessment District;
 - 6. Analysis of the impact of ride sharing, autonomous vehicles and mass transit on future parking needs;
 - 7. The need for a written standard relative to the maximum number of dining decks that can be installed in on street parking spaces per block or other defined distance;
 - 8. The need for demand pricing for parking that would create dynamic hourly rates depending on daily changes in demand both on the street and in the structures;
 - 9. Development of a policy for electric vehicle charging stations;
 - 10. Residential Permit parking and alternatives (City-wide);
 - 11. The need for restricted on-street parking between 2am-6am; and
 - 12. A review of options to transition public parking decks to other uses in the future if demand for parking declines.
- 5. **Attendance at Meetings.** The Contractor shall expect to attend the following meetings and base their fees accordingly:
 - ➤ A multi-day charrette as noted in subsection (1) above.
 - ➤ One (1) meeting with the Planning Board to discuss process and finalize a schedule to meet the requirements of this RFP.
 - ➤ Up to five (5) work sessions with City staff to discuss progress and recommendations.

- ➤ Two (2) progress report meetings with the City Commission during the master planning process.
- ➤ Up to three (3) work sessions/monthly meetings with the Planning Board to discuss updates to key segments of the Plan.
- One (1) public hearing for review of the final draft at the Planning Board.
- One (1) public hearing for review of the final draft at the City Commission.

The City reserves the right to reduce or increase the number of meetings depending on the progress of the project with an adjustment in the contract accordingly.

- 6. Plan Preparation. The Contractor will prepare a detailed progress report for review by the City Commission upon completion of 50% of the project, and another progress report for review by the City Commission upon completion of 75% of the project. The Contractor shall provide ongoing engagement with respective commissions and boards. The Contractor will prepare drafts of each key segment of the Plan for review by the Planning Board, and shall make changes as directed throughout the process. The Contractor will prepare one draft version of the Plan including updated census information, maps, charts, exhibits and graphics to create a vital and compelling statement of public policy. The Contractor will work with the public and the Planning Board to refine the draft Plan into a final draft for approval by the City Commission.
- 7. **Finalization and Adoption.** A draft of the updated Plan will be presented to the Planning Board for initial recommendation and to the City Commission for their concurrence. The Contractor will participate in the required public hearing(s) and prepare a completed final document with all necessary changes.

This outline is not necessarily all-inclusive and the Contractor shall include in the proposal any other tasks and services deemed necessary to satisfactorily complete the project.

DELIVERABLES

The Contractor shall provide a detailed, master graphic format of the Plan that incorporates all sub-area plans and includes an extensive use of illustrations, photos, before and after examples, charts and tables that clearly depict the plan content, vision and implementation in the following formats upon adoption of the final version of the Plan:

- 1. One (1) reproducible PDF digital file and twenty (20) hard copies of the draft Plan at 50% completion of plan;
- 2. One (1) reproducible PDF digital file and twenty (20) hard copies of the draft Plan at 75% completion of plan;

- 3. One (1) reproducible PDF digital file and twenty (20) hard color copies of the completed plan; and
- 4. One reproducible PDF digital file of the final Plan for publication on the web and social media.

5.

6. One page infographic outlining vision, goals and recommendations of the Plan.

All data, illustrations and projections created or compiled throughout the project shall become the sole property of the City of Birmingham.

TIME SCHEDULE AND COST PROPOSAL

All proposals must include a proposed time schedule for completion of the project and a fixed price agreement with an associated fee schedule for extra meeting costs, should they be required. Reimbursable expenses will be billed at direct cost plus a 10% administrative charge. Normal reimbursable expenses including... associated with the project are to be included in the estimated fees as outlined in the proposal.

The Contractor shall perform all services outlined in this RFP in accordance with the requirements as defined and noted herein.

INVITATION TO SUBMIT A PROPOSAL

Proposals shall be submitted no later than Friday June 1, 2018 at 3:00pm to:

City of Birmingham Attn: City Clerk 151 Martin Street Birmingham, Michigan 48009

One (1) electronic copy and ten (10) hard copies of the proposal must be submitted. The proposal should be firmly sealed in an envelope, which shall be clearly marked on the outside, "MASTER PLAN UPDATE". Any proposal received after the due date cannot be accepted and will be rejected and returned, unopened, to the proposer. Proposer may submit more than one proposal provided each proposal meets the functional requirements.

SUBMISSION REQUIREMENTS

All proposals that wish to be considered must contain the following:

- (1) Cover Letter;
- (2) Outline of qualifications of the Contractor and of the key employees that will be involved in the project, including an organizational chart of the roles and responsibilities of each team member, and references for the team leader(s). The project team should include each of the following skill sets:

- Urban design;
- Multi-modal transportation;
- Sustainability;
- Urban planning;
- Zoning and form-based code;
- Architecture;
- Physical design;
- Landscape architecture;
- Transportation engineering;
- Parking expertise; and
- National Charrette Institute certification and/or training.
- (3) Outline of Contractor(s) experience with the preparation of similar master plan updates, including references from at least two relevant communities where you have completed such plans. (Portions of sample plans prepared by the Contractor should be submitted with the proposal, up to a maximum of twenty-five (25) pages);
- (4) Outline presenting a description of the scope of work to be completed, broken down into the following separate components:
 - (i) Community Engagement Plan;
 - (ii) Data collection and analysis;
 - (iii) Parking and infrastructure Analysis;
 - (iv) Preparation of draft plan;
 - (v) Presentation and Adoption;
- (5) Proposed time frame for completion of each component of the scope of work;
- (6) A statement of any additional services that you recommend, if any. Define hourly rates for additional services by discipline.
- (7) Bidders Agreement (Attachment B);
- (8) Cost Proposal (Attachment C); and
- (9) Iran Sanctions Act Vendor Certification (Attachment D).

INSTRUCTIONS TO BIDDERS

- 1. Any and all forms requesting information from the bidder must be completed on the attached forms contained herein (see Contractor's Responsibilities). If more than one bid is submitted, a separate bid proposal form must be used for each.
- Any request for clarification of this RFP shall be made in writing and delivered to: Jana L. Ecker, Planning Director, 151 Martin Street, Birmingham, MI, or via email to jecker@bhamgov.org. Such request for clarification shall be delivered, in writing, no later than 5 days prior to the deadline for submissions. Email requests must contain in their subject line "Request for Clarification".

- 3. All proposals must be submitted following the RFP format as stated in this document and shall be subject to all requirements of this document including the instruction to respondents and general information sections. All proposals must be regular in every respect and no interlineations, excisions, or special conditions shall be made or included in the RFP format by the respondent.
- 4. The contract will be awarded by the City of Birmingham to the most responsive and responsible bidder and the contract will require the completion of the work pursuant to these documents.
- 5. Each respondent shall include in their proposal, in the format requested, the cost of performing the work. Municipalities are exempt from Michigan State Sales and Federal Excise taxes. Do not include such taxes in the proposal figure. The City will furnish the successful company with tax exemption information when requested.
- 6. Each respondent shall include in their proposal the following information: Firm name, address, city, state, zip code, telephone number, and fax number. The company shall also provide the name, address, telephone number and email address of an individual in their organization to whom notices and inquiries by the City should be directed as part of their proposal.

EVALUATION PROCEDURE AND CRITERIA

The City will utilize a qualifications-based selection process in choosing a Contractor for the completion of this work. The evaluation panel will consist of City staff, board members, and/or any other person(s) designated by the City who will evaluate the proposals based on, but not limited to, the following criteria:

- Ability to provide services as outlined.
- Experience of the Contractor with similar projects.
- Professional qualification of key employees assigned to the project.
- Public Involvement Process.
- Content of Proposal.
- Cost of Services.
- References.

TERMS AND CONDITIONS

1. The City reserves the right to reject any or all proposals received, waive informalities, or accept any proposal, in whole or in part, it deems best. The City reserves the right to award the contract to the next most qualified Contractor if the successful Contractor does not execute a contract within ten (10) days after the award of the proposal.

- 2. The City reserves the right to request clarification of information submitted and to request additional information of one or more Contractors.
- 3. The City reserves the right to terminate the contract at its discretion should it be determined that the services provided do not meet the specifications contained herein. The City may terminate this Agreement at any point in the process upon notice to Contractor sufficient to indicate the City's desire to do so. In the case of such a stoppage, the City agrees to pay Contractor for services rendered to the time of notice, subject to the contract maximum amount.
- 4. Any proposal may be withdrawn up until the date and time set above for the opening of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide the services set forth in the proposal.
- 5. The cost of preparing and submitting a proposal is the responsibility of the Contractor and shall not be chargeable in any manner to the City.
- 6. Payment will be made within thirty (30) days after invoice. Acceptance by the City is defined as authorization by the designated City representative to this project that all the criteria requested under the Scope of Work contained herein have been provided. Invoices are to be rendered each month following the date of execution of an Agreement with the City.
- 7. The Contractor will not exceed the timelines established for the completion of this project.
- 8. The successful bidder shall enter into and will execute the contract as set forth and attached as Attachment A.

CONTRACTOR'S RESPONSIBILITIES

Each bidder shall provide the following as part of their proposal:

- 1. Complete and sign all forms requested for completion within this RFP.
 - a. Bidder's Agreement (Attachment B)
 - b. Cost Proposal (Attachment C)
 - c. Iran Sanctions Act Vendor Certification Form (Attachment D)
 - d. Agreement (Attachment A only if selected by the City).
- 2. Provide a description of completed projects that demonstrate the firm's ability to complete projects of similar scope, size, and purpose, and in a timely manner, and within budget.
- 3. Provide a written plan detailing the anticipated timeline for completion of the tasks set forth in the Scope of Work.

- 4. The Contractor will be responsible for any changes necessary for the plans to be approved by the City of Birmingham.
- 5. Provide a description of the firm, including resumes and professional qualifications of the principals involved in administering the project.
- 6. Provide a list of sub-contractors and their qualifications, if applicable.
- 7. Provide three (3) client references from past projects, include current phone numbers. At least two (2) of the client references should be for similar projects.
- 8. Provide a project timeline addressing each section within the Scope of Work and a description of the overall project approach. Include a statement that the Contractor will be available according to the proposed timeline.

<u>CITY RESPONSIBILITY</u>

The City will provide a designated representative to work with the Contractor to coordinate both the City's and Contractor's efforts and to review and approve any work performed by the Contractor.

SETTLEMENT OF DISPUTES

The successful bidder agrees to certain dispute resolution avenues/limitations. Please refer to paragraph 17 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

INSURANCE

The successful bidder is required to procure and maintain certain types of insurances. Please refer to paragraph 12 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

CONTINUATION OF COVERAGE

The Contractor also agrees to provide all insurance coverages as specified. Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the agreement, the City may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the contract amount. In obtaining such coverage, Birmingham shall have no obligation to procure the most cost effective coverage but may contract with any insurer for such coverage.

EXECUTION OF CONTRACT

The bidder whose proposal is accepted shall be required to execute the contract and to furnish all insurance coverages as specified within ten (10) days after receiving notice of such acceptance. Any contract awarded pursuant to any bid shall not be binding

upon the City until a written contract has been executed by both parties. Failure or refusal to execute the contract shall be considered an abandonment of all rights and interest in the award and the contract may be awarded to another. The successful bidder agrees to enter into and will execute the contract as set forth and attached as Attachment A.

INDEMNIFICATION

The successful bidder agrees to indemnify the City and various associated persons. Please refer to paragraph 13 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

CONFLICT OF INTEREST

The successful bidder is subject to certain conflict of interest requirements/restrictions. Please refer to paragraph 14 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

EXAMINATION OF PROPOSAL MATERIALS

The submission of a proposal shall be deemed a representation and warranty by the Contractor that it has investigated all aspects of the RFP, that it is aware of the applicable facts pertaining to the RFP process and its procedures and requirements, and that it has read and understands the RFP. Statistical information which may be contained in the RFP or any addendum thereto is for informational purposes only.

PROJECT TIMELINE

Evaluate Respondents

Interview Contractors

Award Contract

Project Kick Off Meeting

50% Completion of draft Plan

75% Completion of draft Plan

February 2020

Final Draft of Plan Completed

June 2018

June-July 2018

August 2018

August 2019

February 2020

June 2020

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

ATTACHMENT A - AGREEMENT FOR MASTER PLAN UPDATE

Stree Inc.,	This AGREEMENT, made thisday of, 2018, by and een CITY OF BIRMINGHAM, having its principal municipal office at 151 Martin t, Birmingham, MI (hereinafter sometimes called "City"), and, having its principal office at (hereinafter called tractor"), provides as follows: WITNESSETH:
comp seale	WHEREAS, the City has heretofore advertised for bids for the procurement and rmance of services required to complete an update to the City-wide rehensive master plan, and in connection therewith has prepared a request for d proposals ("RFP"), which includes certain instructions to bidders, specifications, and conditions.
•	WHEREAS , the Contractor has professional qualifications that meet the project rements and has made a bid in accordance with such request for cost proposals to lete an update to the City-wide comprehensive master plan.
under 1. It th m be sh	THEREFORE, for and in consideration of the respective agreements and rtakings herein contained, the parties agree as follows: is mutually agreed by and between the parties that the documents consisting of the Request for Proposal to complete an update to the City-wide comprehensive aster plan and the Contractor's cost proposal dated, 2018 shall be incorporated herein by reference and shall become a part of this Agreement, and hall be binding upon both parties hereto. If any of the documents are in conflict ith one another, this Agreement shall take precedence, then the RFP.
ar	ne City shall pay the Contractor for the performance of this Agreement in an mount not to exceed, as set forth in the Contractor's, 2018 cost proposal.
ех	nis Agreement shall commence upon execution by both parties, unless the City tercises its option to terminate the Agreement in accordance with the Request for oposals.
	ne Contractor shall employ personnel of good moral character and fitness in erforming 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. The Contractor agrees that it will require all subcontractors to sign a Non-Disclosure Agreement satisfactory to the City Attorney.
- 7. This Agreement shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan. The Contractor agrees to perform all services provided for in this Agreement in accordance with and in full compliance with all local, state and federal laws and regulations.
- 8. If any provision of this Agreement is declared invalid, illegal or unenforceable, such provision shall be severed from this Agreement and all other provisions shall remain in full force and effect.
- 9. This Agreement shall be binding upon the successors and assigns of the parties hereto, but no such assignment shall be made by the Contractor without the prior written consent of the City. Any attempt at assignment without prior written consent shall be void and of no effect.
- 10. The Contractor agrees that neither it nor its subcontractors will discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to

employment because of race, color, religion, national origin, age, sex, height, weight or marital status. The Contractor shall inform the City of all claims or suits asserted against it by the Contractor's employees who work pursuant to this Agreement. The Contractor shall provide the City with periodic status reports concerning all such claims or suits, at intervals established by the City.

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

- E. <u>Cancellation Notice</u>: Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance (and Professional Liability Insurance, if applicable), as described above, shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal, shall be sent to: Finance Director, City of Birmingham, PO Box 3001, 151 Martin Street, Birmingham, MI 48012-3001.
- F. <u>Proof of Insurance Coverage</u>: Contractor shall provide the City of Birmingham, at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City of Birmingham, as listed below.
 - 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.
- G. <u>Coverage Expiration</u>: If any of the above coverages expire during the term of this Agreement, Contractor shall deliver renewal certificates and/or policies to the City of Birmingham at least (10) days prior to the expiration date.
- H. <u>Maintaining Insurance</u>: Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the Agreement, the City of Birmingham may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the City of Birmingham shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.
- 13. To the fullest extent permitted by law, the Contractor and any entity or person for whom the Contractor is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City of Birmingham, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Birmingham against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from and the City of Birmingham, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Birmingham, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Agreement. Such responsibility shall

not be construed as liability for damage caused by or resulting from the sole act or omission of its elected or appointed officials, employees, volunteers or others working on behalf of the City of Birmingham.

- 14. If, after the effective date of this Agreement, any official of the City, or spouse, child, parent or in-law of such official or employee shall become directly or indirectly interested in this Agreement or the affairs of the Contractor, the City shall have the right to terminate this Agreement without further liability to the Contractor if the disqualification has not been removed within thirty (30) days after the City has given the Contractor notice of the disqualifying interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.
- 15. If Contractor fails to perform its obligations hereunder, the City may take any and all remedial actions provided by the general specifications or otherwise permitted by law.
- 16. All notices required to be sent pursuant to this Agreement shall be mailed to the following addresses:

City of Birmingham Attn: Jana L. Ecker 151 Martin Street Birmingham, MI 48009 248-530-1841 CONTRACTOR

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

will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the City of Birmingham.

IN WITNESS WHEREOF, the said parties have caused this Agreement to be

executed as of the date and year above written.

WITNESSES:	CONTRACTOR
	By:
	Its:
	CITY OF BIRMINGHAM
	By: Andrew Harris Its: Mayor
	By:
	Cherilynn Mynsberge Its: City Clerk
Approved:	
Jana L. Ecker, Planning Director (Approved as to substance)	Joseph A. Valentine City Manager (Approved as to substance)
Timothy J. Currier, City Attorney (Approved as to form)	
Mark Gerber, Director of Finance (Approved as to financial obligation)	

ATTACHMENT B - BIDDER'S AGREEMENT FOR MASTER PLAN UPDATE

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

- 1. They have carefully examined the specifications, terms and Agreement of the Request for Proposal and all other provisions of this document and understand the meaning, intent, and requirement of it.
- 2. They will enter into a written contract and furnish the item or items in the time specified in conformance with the specifications and conditions contained therein for the price quoted by the proponent on this proposal.

PREPARED BY	DATE
(Print Name)	
TITLE	DATE
AUTHORIZED SIGNATURE	E-MAIL ADDRESS
COMPANY	
ADDRESS	PHONE
NAME OF PARENT COMPANY	PHONE
ADDRESS	

ATTACHMENT C - COST PROPOSAL FOR MASTER PLAN UPDATE

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

Project Elements		
1. Comprehensive Community	d.	
Engagement Plan	\$	
2. Updated Data Collection and Analysis3. Infrastructure Analysis	\$	
4. Parking Analysis	ф ф	
5. Attendance at Meetings	\$ \$ \$	
6. Plan Preparation	\$	
7. Finalization and Adoption	\$	
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TOTAL AMOUNT	\$	
Additional Meeting Charge	\$	per meeting
Additional Services Recommended (if	\$	/ hour
any):	\$	/ hour
	\$	/ hour

Firm Name	
Authorized signature	Date

ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM

FOR MASTER PLAN UPDATE

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

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

PREPARED BY	DATE
(Print Name)	
TITLE	DATE
AUTHORIZED SIGNATURE	E-MAIL ADDRESS
COMPANY	
ADDRESS	PHONE
NAME OF PARENT COMPANY	PHONE
ADDRESS	
TAXPAYER I.D.#	

BIRMINGHAM CITY COMMISSION / PLANNING BOARD JOINT WORKSHOP SESSION MINUTES JUNE 20, 2016 DPS FACILITY, 851 SOUTH ETON 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

ROLL CALL OF PLANNING BOARD:

Present, Mr. Clein, Chairperson

Ms. Boyce Mr. Boyle Mr. Jeffares Mr. Koseck Ms. Lazar Mr. Williams

Ms. Prasad, alternate member (arrived at 7:32 PM)

Mr. Share, alternate member

Administration: City Manager Valentine, City Attorney Studt, Deputy Clerk Arft, City Engineer O'Meara, Planning Director Ecker, Senior Planner Baka, Building Director Johnson

III. ITEMS FOR DISCUSSION

City Manager explained the meeting format. The city-wide master plan will be discussed, followed by discussion on various issues facing the city regarding land use. No action is anticipated this evening on any of the items. We envision there will be a consensus-driven discussion at the end as to which items are to be brought back to the City Commission to act on formally and provide direction on those issues for the Planning Board.

Public participation will be included as each item is concluded. A short presentation outlining each item will be made by staff.

Mayor Hoff noted that they hope to have interaction here and gain consensus on how to prioritize the many issues. Through the discussion tonight we will try to prioritize and give the Planning Board some direction on next steps.

A. City-wide Master Plan Update

Senior Planner Baka noted that the most recent comprehensive master plan was completed and adopted in 1980. Since that time, there have been sub-area plans and overlay plans that

have been implemented and are essentially master plan updates, including the 2016 plan in 1996, the Eton Road corridor plan in 1999, and the Triangle plan in 2007. Also the Alleys and Passageways plan was done in 2012, and the Multi-Modal plan in 2013. All of those have been used to guide development throughout Birmingham. The discussion has been whether it is time to do a comprehensive master plan update. It has been suggested that with the sub-area plans being fairly recent, generally it is thought it may not be necessary to overhaul the master plan but tie all of the plans together in a way that creates a consistent and comprehensive guide for the future development. The 1980 plan contains outdated demographic and statistical information. The projections were for 20 years out.

Staff provided a sample RFP of the types of things thought to be important to include in the plan, and certainly, public participation is at the top of the list. If the Commission and Planning Board want to move in that direction, staff would pursue a formal RFP and begin the process.

Mayor Hoff noticed much information to be updated is objective data and she is not certain why we need an outside consultant for that.

Mr. Valentine said part of the reason is the need for a process facilitated by an outside consultant. He agreed that the data analysis is certainly something staff could do, but the public involvement process is more defined, and that process needs to be driven by a hired consultant to insure all public input that is desired is included in the process.

She confirmed that this is scheduled for the 2016-17 budget. She noted that this is not as much a discussion topic, since we are going to move forward.

Ms. Bordman said that she was disappointed after reading the sample RFP and the memo. She did not think it asked for new ideas especially in the residential areas. She did not see a place for this visionary look at the plan.

Ms. Ecker noted that this would be addressed, but this is not going to be a comprehensive master plan. If Birmingham was a community that did not have any sub-area plans or any master plans, then a comprehensive master plan would be needed. She does not envision that we would start from scratch because Birmingham has been consistent in knowing where it wants to go in the different commercial areas. It is more fine tuning some of the areas that have almost been left out by the sub-area plans, such as the residential neighborhoods and the some of the sensitive zones between the residential neighborhoods in downtown.

Mr. Koseck said master plans should be about discovery, gathering information and analyzing information and presenting it. He would like to find someone who has creativity and can help the city connect the dots after analyzing the information. He thinks it requires a specific and unique expertise. In his opinion, the 2016 plan was very successful. He does not think a one day workshop with the public will gather enough information. The influence should be equally shared by people who live in and who have businesses in the community. He said the Planning board references the plan often. He does not want to shortchange the design piece, and suggested giving at least another day or two of workshops.

Mr. Clein agreed that more public engagement is needed and ask for a detailed public engagement plan.

Mr. Boyle thought the 1980 plan did not connect with the public until the vision was completed and presented. He agrees that we need public involvement in the planning process and let the staff and consultants keep the process moving to end up with a product acceptable with everyone in the city.

Commissioner Harris asked if this RFP mirrors the RFP issued 20 years ago for the 2016 plan since he understands it was considered to be successful. Ms. Ecker said that neither she nor Mr. Baka were employed with the city in 1996 when the 2016 plan was written and she has been unable to locate the RFP. She said the last direction staff received from the previous commission was to update the data and pull all the sub-area plans together. She agrees that the 2016 plan was more involved.

Mr. Jeffares said he views this as a strategic plan of our city. He agreed that the Planning Board relies on the plan in every decision that is made. His opinion that there have been several sea changes and doing something like this may not capture the changes. He referenced plans for electric vehicles in the near future and planning for it in the city. He thinks we need to be more all-encompassing and stretching a bit more on this.

Commissioner DeWeese missed vision and direction as to where we want to go and how we get there. Residents have a vision of how neighborhoods should be and how the city acts in regard to that. It is all about integration and the perspective. He thinks we need a broader scope and to pay more attention to the vision that people have. He noted the trend in the community for big homes on small lots, and may become more narrow in terms of economic perspective due to need for more wealth in order to live here. We need a community consensus of what we want the community to be, and he thinks this was missing. He wants to see a document that gives us a direction and vision. It may be implied, but it was not explicit.

Commissioner Nickita thinks the RFP has to be carefully drafted. He thinks it is a matter of the right consultant to help orchestrate the very solid planning efforts that have been successfully implemented. Also, to look at the gaps that have not been looked at for many years and put it all together. He thinks we can find a consultant if we clearly define the expectations. He thinks someone needs to recognize what the city has brought to the table already, and then orchestrate it with the neighborhoods and seam it together.

Mr. Williams noted that the plans that have been approved are basically touching on commercial areas as they impact the residential areas. He would like to focus on the neighborhood input and that is different from what the city has done in the past. He said the master plan is not comprehensive as it pertains to some of the neighborhoods and some of the transitional areas but more importantly from a future planning standpoint of how the neighborhoods fit into the dynamics of the entire city. We cannot sit back and pretend that an outside entity will be successful at getting the input of the residents. That is up to the Planning Board and City Commission to reach out to the residents.

Mr. Jeffares agreed that the plans that have been implemented are good and need to be looked at now with a vision to the future to make sure they will continue to work. This plan could have a dramatic effect on the neighborhoods.

Mr. Valentine expected to hear comments about the process by which the plan is updated. Staff will go back and rework it based on the comments made and show everyone another draft for any other comments and then move forward with the process.

Ms. Ecker explained for Ms. Prasad that what generally happens in the RFP process is to advertise and invite proposals. In the past, a steering committee or a board or committee has been used to review the proposals along with staff. A number of top candidates are selected and will be invited to interview with the committee and the City Commission and a final consultant is chosen. Mr. Valentine confirmed that this would be done in the fiscal year beginning July 1. It will go through the process at this level to make certain that what is wanted in the RFP is included. It may be this fall or later.

Ms. Ecker stated the selection process would be included in the RFP. This evening was a review of the scope of service.

Mayor Hoff asked for public comments.

Paul Reagan, 997 Purdy, expressed concern about buffers contained in the master plan, emphasis by the city on commercial planning only, at the expense of neighborhoods. He is fearful for property values of homes. He stated that this process has to be neighborhood-centric when moving forward.

DeAngelo Espree, 505 E. Lincoln, asked if there is any plan for a common meeting place for all residents. Ms. Ecker said the master plan does not have a specific recommendation to provide a community center, but over the years there have been many discussions with the expansion of the YMCA and the Barnum property, but nothing has so far moved forward. It was noted there has been no discussion about expanding or adding another Department of Public Services building, nor is there a present need.

Mayor Hoff summarized that the comments heard tonight will be incorporated into a new proposed RFP which will come back to the commission.

Senior Planner Baka noted that the most recent comprehensive master plan was completed and adopted in 1980. Since that time, there have been sub-area plans and overlay plans that have been implemented and are essentially master plan updates, including the 2016 plan in 1996, the Eton Road corridor plan in 1999, and the Triangle plan in 2007. Also the Alleys and Passageways plan was done in 2012, and the Multi-Modal plan in 2013. All of those have been used to guide development throughout Birmingham. The discussion has been whether it is time to do a comprehensive master plan update. It has been suggested that with the sub-area plans being fairly recent, generally it is thought it may not be necessary to overhaul the master plan but tie all of the plans together in a way that creates a consistent and comprehensive guide for the future development. The 1980 plan contains outdated demographic and statistical information. The projections were for 20 years out.

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She confirmed that this is scheduled for the 2016-17 budget. She noted that this is not as much a discussion topic, since we are going to move forward.

Ms. Bordman said that she was disappointed after reading the sample RFP and the memo. She did not think it asked for new ideas especially in the residential areas. She did not see a place for this visionary look at the plan.

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Commissioner Harris asked if this RFP mirrors the RFP issued 20 years ago for the 2016 plan since he understands it was considered to be successful. Ms. Ecker said that neither she nor Mr. Baka were employed with the city in 1996 when the 2016 plan was written and she has been unable to locate the RFP. She said the last direction staff received from the previous commission was to update the data and pull all the sub-area plans together. She agrees that the 2016 plan was more involved.

Mr. Jeffares said he views this as a strategic plan of our city. He agreed that the Planning Board relies on the plan in every decision that is made. His opinion that there have been several sea changes and doing something like this may not capture the changes. He referenced plans for electric vehicles in the near future and planning for it in the city. He thinks we need to be more all-encompassing and stretching a bit more on this.

Commissioner DeWeese missed vision and direction as to where we want to go and how we get there. Residents have a vision of how neighborhoods should be and how the city acts in regard to that. It is all about integration and the perspective. He thinks we need a broader scope and to pay more attention to the vision that people have. He noted the trend in the community for big homes on small lots, and may be coming more narrow in terms of economic perspective due to need for more wealth in order to live here. We need a community consensus of what we want the community to be, and he thinks this was missing. He wants to see a document that gives us a direction and vision. It may be implied, but it was not explicit.

Commissioner Nickita thinks the RFP has to be carefully drafted. He thinks it is a matter of the right consultant to help orchestrate the very solid planning efforts that have been successfully implemented. Also, to look at the gaps that have not been looked at for many years and put it all together. He thinks we can find a consultant if we clearly define the expectations. He thinks someone needs to recognize what the city has brought to the table already, and then orchestrate it with the neighborhoods and seam it together.

Mr. Williams noted that the plans that have been approved are basically touching on commercial areas as they impact the residential areas. He would like to focus on the neighborhood input and that is different from what the city has done in the past. He said the master plan is not comprehensive as it pertains to some of the neighborhoods and some of the transitional areas but more importantly from a future planning standpoint of how the neighborhoods fit into the dynamics of the entire city. We cannot sit back and pretend that an outside entity will be successful at getting the input of the residents. That is up to the Planning Board and City Commission to reach out to the residents.

Mr. Jeffares agreed that the plans that have been implemented are good and need to be looked at now with a vision to the future to make sure they will continue to work. This plan could have a dramatic effect on the neighborhoods.

Mr. Valentine expected to hear comments about the process by which the plan is updated. Staff will go back and rework it based on the comments made and show everyone another draft for any other comments and then move forward with the process.

Ms. Ecker explained for Ms. Prasad that what generally happens in the RFP process is to advertise and invite proposals. In the past, a steering committee or a board or committee has been used to review the proposals along with staff. A number of top candidates are selected and will be invited to interview with the committee and the City Commission and a final consultant is chosen. Mr. Valentine confirmed that this would be done in the fiscal year beginning July 1. It will go through the process at this level to make certain that what is wanted in the RFP is included. It may be this fall or later.

Ms. Ecker stated the selection process would be included in the RFP. This evening was a review of the scope of service.

Mayor Hoff asked for public comments.

Paul Reagan, 997 Purdy, expressed concern about buffers contained in the master plan, emphasis by the city on commercial planning only, at the expense of neighborhoods.

He is fearful for property values of homes. He stated that this process has to be neighborhood- centric when moving forward.

DeAngelo Espree, 505 E. Lincoln, asked if there is any plan for a common meeting place for all residents. Ms. Ecker said the master plan does not have a specific recommendation to provide a community center, but over the years there have been many discussions with the expansion of the YMCA and the Barnum property, but nothing has so far moved forward. It was noted there has been no discussion about expanding or adding another Department of Public Services building, nor is there a present need.

Mayor Hoff summarized that the comments heard tonight will be incorporated into a new proposed RFP which will come back to the commission.

BIRMINGHAM CITY COMMISSION / PLANNING BOARD JOINT WORKSHOP MINUTES SEPTEMBER 19, 2016 DPS FACILITY, 851 SOUTH ETON 7:30 P.M.

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

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

II. ROLL CALL

Present: Commissioner Bordman Commissioner Boutros Commissioner DeWeese

Commissioner Harris Mayor Hoff

Mayor Pro Tem Nickita Commissioner Sherman

Ms. Boyce Mr. Boyle Mr. Jeffares Mr. Koseck Ms. Lazar

Ms. Prasad, alternate member Mr. Williams

Absent: Mr. Clein Mr. Share, alternate member

Administration: City Manager Valentine, City Attorney Currier, Deputy Clerk Arft, City Planner

Ecker, Building Director Johnson

III. ITEMS FOR DISCUSSION

A. Comprehensive Master Plan Update

Ms. Ecker described what has transpired with the RFP for a Master Plan. In June, 2016 a draft scope of work was presented to the commission and board. At that time, it was agreed that a more holistic, comprehensive approach was desired, including a visioning process that would look at the character and future of the neighborhoods and how that would fit in with the commercial districts. Transitional zoning, parking concerns, and the use of present and future technology, among others, were also concerns. The intention is to get feedback tonight on the draft RFP and then bring the RFP formally to the City Commission for issuance. She said if the RFP is issued soon, respondents could submit in October, with interviews following, and an award in December of this year, with a kick-off meeting in January 2017.

Some of the additions to the draft include a public visioning process, a public engagement plan from firms. The Planning Board would work with the consultant to get a draft plan and then bring it to the City Commission. The Commission would be involved throughout the process in the various design sessions, input sessions, and workshops. More detail was added to the parking analysis, including residential permit parking, city-wide parking plan.

Ms. Ecker said transitional zoning is not specifically called out for a study, but is referred to within the RFP as it relates to residential areas, the downtown, and commercial areas.

Mr. Williams would like to see representatives from residential communities added to the evaluation committee.

Ms. Ecker noted that the proposals would be reviewed by staff and the Planning Board, be narrowed down to two or three candidates, and be interviewed by the Planning Board. It would be brought to the City Commission to make the final selection. Ms. Ecker explained how the process was handled for the sub-area plans.

Mayor Hoff asked for thoughts on including residents on the selection committee. City Manager Valentine said the options would be to stay with the Planning Board, or create an ad hoc committee to serve as the evaluation panel for the proposals.

Mr. Williams said residents have complaints about a lack of input and he would like to get them involved. He would like the residents to appoint their own representatives from the beginning.

City Manager Valentine asked if the residents are part of the evaluation panel, are they going to have the same voting privileges as other members of the board.

Ms. Boyce thinks important for the Planning Board to make recommendations to the City Commission, and agrees it is important to have residents involved early in the process. She does not think there should be a separate committee and that the residents should not have a vote. The Planning Board already has qualified people on the board who have the knowledge and skills in this area.

Commissioner Boutros said the residents elected the commissioners to represent them and make decisions. He welcomes public involvement, but his fear is finding qualified residents to make the evaluations and decisions on this important plan.

Mayor Pro Tem Nickita said the key to public involvement is during the process to include as much as possible the public's interest and concerns and reaction to the proposals. In terms of selecting, he suggested we stay with the Planning Board or create an ad hoc committee to include members of different boards and some commissioners. He suggested it would be helpful to include the public in that dialog during the evaluation process with specific invitations and keep the final selection to the Planning Board.

Mr. Williams said since this plan will deal with residential areas and not just commercial as the sub-area plans have, the residents should be invited to participate at the beginning of the process. The residents would have opinions on what the study is going to look like as opposed to who the consultant is going to be.

Commissioner Bordman thinks an ad hoc committee could be created for the purpose of selecting the contractor to include MMTB, Parks & Recreation as well as the Planning Board and residents.

Mr. Boyle suggested those who respond to the RFP be asked how they would engage the public. He thinks we can deal with the selection of appropriate consultants by using the people who are experienced in this including the commission, staff and with a public meeting at the Planning Board with the consultants who respond.

Mayor Hoff said there are now two different opinions on how we should proceed. One is to create an ad hoc committee consisting of members of different boards and including members of the general public. The other is to have the Planning Board conduct the interviews with invitations to members of the public to attend that session and invite them to give their opinions on selecting the contractor.

Ms. Ecker said historically we have used an ad hoc committee if we do not have a specific board dedicated to the topic. She stated that the state law and city code specifically task the planning board with the planning of the city and making recommendations for land use, etc. to the City Commission.

Mayor Pro Tem Nickita prefers to base the decision making on some level of precedent that we have had success with. This is a special plan, more broad, more inclusive, more unique in the sense it has not been done in 30 years, so it may be appropriate to have the Planning Board lead, but incorporate some of the other boards as an option.

Commissioner DeWeese suggested a compromise of perhaps three or more Planning Board members that the board selects and maybe one member of other boards that are critical, along with a public representative.

Commissioner Harris agrees with the creation of an ad hoc committee for this review.

Mr. Jeffares suggested using the Planning Board and adding a few people to that. After the decision is made, the Planning Board will be working with the plan, and it is important to have the seven Planning Board members all feel like they were in on the decision.

Commissioner Sherman suggested that what is contemplated is how the city is going to grow and fit together, and he thinks it falls more in the category of a committee as we have set up for things like Shain Park where we had multiple aspects that went into it. All of the boards will be involved in various aspects of this plan, but he would limit the task of this committee solely to selecting the contractor. The plan itself is going to come back to each of the boards for review. At that point, the board's comments and interpretation are going to be incorporated into the plan. Selection is only part of it. Getting the right candidates to submit their proposals is more important.

Commissioner Boutros asked how the individual members feel.

Mr. Williams wants to be inclusive and go beyond the Planning Board.

Mr. Jeffares is in favor of the Planning Board and add a few of the other key players.

Ms. Prasad has experience in working on master plans and she does not believe that she has ever presented to a group that has not been tailor made to select the planner for that particular exercise. She agrees with including members of other committees that could add value with the Planning Board would be the right approach.

Ms. Boyce said the Planning Board is the appropriate board to make the selection for the recommendation and agrees that it would be beneficial to have others invited and hear their comments at a public meeting. She would not put them on the board and specifically give them a vote

Mr. Boyle is in favor of inclusiveness and wants the Planning Board members to be involved. At the end of the day, the board will be working with the consultant and their teams. He suggested that Parking, Multi-Modal Transportation Board, Parks and Recreation, and Design Review Boards be included, and there may be others.

Mr. Koseck said the Planning Board members have been appointed by the commission. Members of other committees would bring expertise to the group which might make it better.

Mayor Hoff said we are now talking about the Planning Board and four other people, or an ad hoc committee comprised of three or four planning board members and people from the other committees and boards. She believes the makeup makes a difference.

Ms. Boyce said this discussion began with including residents and asked if that is important or not.

Commissioner Sherman does not think the entire board should sit on the selection committee plus other committee members. He would rather see a couple board members plus the other committees mentioned, and a couple of residents. It will be looked at from different points of view made up of a mixed bag of people with different skill sets.

Mayor Hoff said if that is the way we go, we need to discuss the composition of the committee. Mayor Hoff noted the contractor selection recommendation committee will be made up of three Planning Board members, two residents (one property owner), and one member of each of the following committees: Multi-Modal Transportation Board, Advisory Parking Committee, Parks and Recreation, Design Review Board.

Mayor Hoff asked for comments on the Introduction.

Commissioner DeWeese suggested changes in the reference to dense urban communities. Mayor Pro Tem Nickita agreed and suggested the words "...traditional, walkable..." be used. Commissioner Bordman suggested adding the words "...encouraging residents to participate in a public involvement process,...".

Mayor Hoff suggested "conducting strategic visioning sessions with residents".

Commissioner Bordman would like to see it in the introduction on the first page. She questioned the use of only "current" demographic data, and suggested that "projected" be added. Ms. Ecker noted it was spelled out in more detail on the next in the Updated Data Collection and Analysis section. Ms. Ecker said the word would be added.

Resident Deangelo Espree commented.

Commissioner DeWeese referred to bullet point 4, and said he would like to have something referring to a vision for neighborhoods. There is disagreement in this city over how the

neighborhoods look and he would like to more directly address that with a vision on which we can get some agreement.

Mr. Williams would like to address the trends in the city since 1980, and analyze what has taken place in neighborhoods.

Commissioner DeWeese said we have a clear vision for the downtown and commercial areas, but we do not have a clear vision of the neighborhoods.

Commissioner Bordman suggested "Update of residential housing section to include an analysis of changes in residential areas from 1980 to present, neighborhood goals, projections..."

Commissioner DeWeese wants some direction. He wants to know where the city needs to be moving.

Mr. Boyle suggested adding "...future direction" to Commissioner Bordman's suggestion.

Mayor Pro Tem Nickita thinks it is more involved and maybe we need to expand the bullet, because it is going back to the percentage of the city that is single family residential for the most part and the amount of emphasis we have had on the planning and directing the non-residential. In order for us to identify where we want these neighborhoods to go, we have to recognize exactly what we have. Part of that is the distinction of identifying the characteristics of the different neighborhoods so that there is some definition of physical conditions of one neighborhood over another, because if we are going to start identify or analyze some type of variation of what is there, we need to understand how it is different from the next. He thinks the bullet point should expand to include "neighborhood typeology, neighborhood characteristics and neighborhood evolution". He said we cannot competently direct vision and set the stage for future development if we do not understand that.

Commissioner Harris suggested incorporating the RTA in the discussion in bullet 5. Commissioner Bordman suggested adding "anticipated effects of autonomous vehicles". Ms. Ecker said that is covered on the next page under Parking Analysis.

Mr. Jeffares asked if that would cover the utility aspect since autonomous is mostly going to be electrical. Ms. Ecker agreed that should be added in section 3.

Commissioner DeWeese would like the words "and alternatives" added to item 4. Residential Permit Parking (city-wide). It would be clear that we are looking for alternatives.

Mayor Pro Tem Nickita said we need to be somewhat specific when referring to demographic data to include residential, office and commercial.

Mayor Pro Tem Nickita suggested adding to bullet point 7 "to incorporate current technological advancements" and "innovative policies". He feels "best practices" is too broad.

Mayor Pro Tem Nickita suggested under Public Participation language to include provide an app to develop and encourage as much public participation as possible.

Mr. Boyle suggested the words ",...utilizing contemporary technologies." at the end of the last sentence.

Commissioner Bordman did not see anything like a monkey survey that the consultant would put together and offer to the public. She thought the city could use the email that we use now for the bulletins we send out so we could have a monkey survey ahead of or around the same time as the charrettes. It would involve people who due to work or family commitments cannot come to the charrette, but would still like to play a role to help figure out where we are going with this plan.

Mr. Boyle suggested more of a rewrite in the Visioning Process section to indicate we are looking for a consultant who understands the importance of capturing all views and brings these views early and often. He would like to put the onus on them to present to us a detailed plan for comprehensive community engagement, and that we assess that as part of the review process. They should bring experience of where it has been done before.

Mayor Hoff asked how we communicate that we want one public meeting for review of the final draft at the Planning Board and one before the City Commission.

Ms. Ecker suggested "....shall include at a minimum..."

Mayor Pro Tem Nickita suggested that the commission be involved in a preliminary meeting that provides a progress report.

Commissioner DeWeese suggested replacing the words "urban areas" with "dense, traditional, walkable communities" in 2. Updated Data Collection and Analysis. Mr. Koseck suggested adding words "residential" before neighborhood in 1. Visioning Process. Mayor Pro Tem Nickita suggested adding in 3. Infrastructure Analysis "and the incorporation of complete streets policies and walkable priorities."

Ms. Prasad said whatever we find in the infrastructure analysis and parking analysis, should feed the visioning process, and that the community engagement goes on throughout the whole term of the project.

Commissioner DeWeese suggested changes to item 6 on page 6. He said it needs to be more inclusive especially as it relates to the City Commission. Ms. Ecker will add language requiring progress reports and/or updates.

Mr. Boyle suggested the words "ongoing engagement with...."

Mayor Pro Tem Nickita said we may want to be more specific in the Deliverables section. He suggested that we add "...that clearly depict the plan concepts, proposed vision, and recommendations." We should be very clear on the documentation that they give us. We may want to add before and after illustrations, three dimensional illustrations of particular concepts, detailed plan document, including elements like buildings, pedestrian network, including sub area plans. We want to have in our hands at the end of the day that will give us the ability to implement the plan.

Ms. Boyce asked if we need the hard color copies. Ms. Ecker said historically we have supplied a copy of the plan to the commissioners.

Mr. Koseck said it might be more important to get a hard copy of a 90% complete set. It is common for architects to provide hard copies at 50% and 90% completion so the clients can mark it up.

Mr. Jeffares suggested an infographic might be helpful.

Mr. Koseck suggested that item 2 under Submission Requirements, identify key people and their roles, ask for references for those people, and a separate category for past projects that the firm has done with references.

Mr. Williams suggested we need to be flexible to accept both a contractor who brings along sub-contractors as opposed to a joint venture situation.

Mayor Pro Tem Nickita said it is important how we frame our desired qualifications.

City Attorney Currier said a joint venture agreement gives the city more protection and more accessibility.

Mr. Koseck suggested requesting an organizational chart in the submission requirements.

City Manager Valentine clarified this RFP will be bid under our normal procedure which is open and public as all bids are.

Mr. Williams said he is not sure a month is enough time to put together a joint venture. He thinks firms should have 60 days to respond.

Mayor Hoff adjourned the meeting at 9:44 pm.

BIRMINGHAM CITY COMMISSION / PLANNING BOARD JOINT WORKSHOP SESSION MINUTES SEPTEMBER 18, 2017 DPS FACILITY, 851 SOUTH ETON 7:30 P.M.

IV. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

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

V. ROLL CALL

PRESENT: Mayor Nickita

Mayor Pro Tem Harris Commissioner Bordman Commissioner Boutros Commissioner DeWeese

Commissioner Hoff (arrived at 7:35 PM)

Commissioner Sherman

Scott Clein, Planning Board

Chairman

Stuart Jeffares, Member

Janelle Whipple-Boyce, Member

J. Bryan Williams,

Member

Robin Boyle, Member

ABSENT: Bert Koseck,

Member Gillian Lazar, Member Lisa Prasad, Member Daniel Share, Member

ADMINISTRATION: City Manager Valentine, City Attorney Currier, Deputy

Clerk Arft, Planning Director Ecker

Mayor Nickita explained that this meeting will be a workshop session. No formal decisions will be made. The purpose of the workshop is to focus on problem definition and desired outcomes.

VI. ITEMS FOR DISCUSSION

A. REVIEW OF CITY-WIDE MASTER PLAN CONSULTANT REQUEST FOR PROPOSALS

City Planner Ecker explained the request for proposal (RFP) incorporates all comments from joint meetings, topic requests, and miscellaneous comments over the past year. All changes asked for thus far have been incorporated. Mayor Nickita asked for Commission comments.

Commissioner Sherman commented that the plan has been seen a number of times, and gone through a number of revisions. He continued that he wanted to incorporate the 2014 review of the 2016 plan by Andres Duany. City Planner Ecker said she would add it to the list, and Commissioner Sherman concluded that he saw nothing else missing from the RFP.

Mayor Nickita added that:

- The document Commissioner Sherman referenced was a review document.
- DPZ submitted a document after that review, and it was an all-encompassing review of the plan. It included department issues and pretty extensive public interaction. There were meetings, presentations, and it was a multi-faceted city initiative.
- The document gave recommendations to move forward and a sense of where the City was on the plan.
- Even though it was not an official plan, the Mayor believes it is an important supplemental document that should be included in the plan.

Commissioner DeWeese expressed concern about the point on page six which reads: "Update of Residential Housing section to include neighborhood vision in residential areas, analysis of changes in residential patterns and residential areas from 1980 to now, typology and character of neighborhoods, development trends, future projections and future direction." He believed that point did not sufficiently address either the issues and visions people have in the neighborhoods, or the relationship between residential and commercial needs.

Commissioner DeWeese continued that:

- He did not understand the reference to one-way streets in the fourth bullet point on page six. The City does not have one-way streets, and he added that for walkable communities one-way streets are not usually desirable.
- He still did not see a sufficient expression of a vision for the desired future direction and character of the City.
- The 2016 plan included such a vision for the downtown, and added that there was something of a vision included in the Master Plan, but he felt that such a vision was lacking in this document.
- He wants to see the community come together and make a decision of what they think Birmingham is, and should be.
- Implementing a walkable community and new urbanism has been successful, but is not sure that "contemporary technologies" are as cutting edge as what the City of
 - Birmingham already does. He wanted to make sure that the RFP emphasizes the goal of taking what the City is already doing well and bringing it to the next level.

Mayor Nickita built off Commissioner DeWeese's comments to say that an expanded overview with introductory goals in the overall framework plan could be useful. City Planner Ecker suggested that the first bullet point on page six would be the place to expand on the City's goals and intentions. The Mayor agreed the RFP could get more specific there regarding what the City is looking for and what it would like the document to become. He added that the bullet could even include more specifics like "collective utilization of [the City's] different districts coming together".

Commissioner Bordman wanted the first bullet point on page seven, "Comprehensive Community Engagement Plan", to include a parenthetical that will change the paragraph to read "to stimulate public discourse to gather input from residents and business owners (property owners and retailers)" in order to more broadly include all of the potential stakeholders.

City Planner Ecker confirmed for Mayor Pro Tem Harris that a North Bates potential development is covered in the 2016 plan and in the review document.

Commissioner Hoff, in replying to Commissioner DeWeese, noted that page six reads "extensive public input will also be encouraged throughout the entire master planning process including specific discussions on residential areas, the downtown and commercial areas, and the transitional areas that connect these zones," and that she thought this was sufficiently inviting the public to participate.

Commissioner DeWeese clarified that his concern is not the process, but the kind of outcome. The goal is to take those conversations and make recommendations for the City from them. His concern was that many of the bullet points focused on updating what the City already does, but not providing a new, overarching direction.

City Planner Ecker explained for Commissioner Hoff that point eight on page eight calls for public parking to be priced according to its demand.

Mayor Nickita asked if there is a way to include Birmingham's intent in its interactions with adjacent communities. City Planner Ecker stated that this would be challenging because adjacent communities do not always share Birmingham's goals.

Mayor Nickita concurred, but wanted a stated goal that Birmingham will do the best it can to make borders as seamless as possible for both communities.

Mayor Nickita then called for comments from the Planning Board.

Mr. Williams wanted the City's consultants to be made aware that changes in Birmingham have not always happened under the purview of the Master Plan. Major historical zoning changes, like transitional zoning, garages, and dormers, occurred outside of the master planning process from 1980, and will now need to be brought in.

City Manager Valentine clarified for Mr. Boyle that the Master Plan and the Recreation Plan are on a similar track. The Master Plan for the Parks and Recreation programs will be completed ahead of the citywide Master Plan, but when the citywide Master Plan RFP is issued, City Manager Valentine does not anticipate the Parks and Recreation Master Plan will be completed. Some language should be added to the Master Plan RFP that when the Parks and Recreation Master Plan is completed, it will be incorporated and shared at the appropriate time.

City Manager Valentine explained to Commissioner Hoff that:

- The RFP would likely be issued after the first of the year.
- He intends on having the resources and people to carry it through after that date.
- The City is in the process of adding a new planner.

Commissioner Hoff expressed her belief that the City must not delay action on all issues until completion of the Master Plan, since the planning process will likely take longer than a year.

Mayor Nickita and Commissioner DeWeese concurred with Commissioner Hoff. Commissioner DeWeese added:

- That a Master Plan is an overview plan with the overall goals and objectives of the City.
- The City needs to continue making decisions at lower levels while the planning process progresses.
- The City should continue using the guides it has used to make those decisions until new guides are released with the new Master Plan.

Mayor Nickita addressed the language regarding neighborhood conditions in the plan, wanting to be sure that:

- The language provided enough information for the consultant team since the Master Plan is the most focused neighborhood planning the City performs, and since Birmingham does not have a sub-area plan for the neighborhoods.
- There is a way to address issues that were not included in the 1980 Master Plan such as tear-downs and combined lots.

Commissioner DeWeese explained that:

- The Mayor's point is the same one the Commissioner was trying to make earlier.
- Birmingham has very distinctive neighborhoods, such as the walkable downtown, the near-town, and the very suburban areas, and without a sub-area plan, the City has been going on what was written in the 1980 Master Plan.
- There is a need to update the language of the Master Plan to create guidelines for the changes the City is experiencing and whatever future changes can be foreseen.

Mr. Jeffares added that he wants to make sure that children and seniors are well-represented in the master planning process.

Ms. Whipple-Boyce suggested the City may want to study whether it is desirable to establish some consistency between residential neighborhoods as part of the master planning process. She mentioned sidewalks, curbs, treatment of streets, signage, and lighting as a few of the aspects to be potentially considered.

- Mayor Nickita suggested:
 - The master planning process should clarify identifiable neighborhoods within Birmingham by making reference to specific
 - historic attributes:
 - the physical conditions of the landscape;
 - the housing type;
 - the period in which the buildings were built; or
 - any other number of ways to characterize a given neighborhood.

- This clarity would allow the City to plan for how they would like these neighborhoods to be preserved or updated.
- The Master Plan should also identify primary, secondary, and tertiary linkages between the neighborhoods with the intent of focusing on these routes over time for scheduling future infrastructure improvements.



<u>MEMORANDUM</u>

Planning Department

DATE: March 14, 2018

TO: Joseph A. Valentine, City Manager

FROM: Lauren Chapman, Assistant City Planner

APPROVED BY: Jana L. Ecker, Planning Director

SUBJECT: Triangle District Streetscape- Bike Racks

On July 14, 2008, the City Commission approved the streetscape furnishings for the Triangle District from Landscape Forms as the standard. The Commission decided to choose "Pi" style bike racks with a silver metallic finish provided by Landscape Forms. Landscape Forms no longer manufactures the "Pi" style bike rack.

In the Triangle District there are several "Pi" racks; six racks are at 34300 Woodward (Walgreens), two are at 700 S Adams, and three are at 735 Forest on Elm Street. Landscape Forms no longer manufactures the "Pi" style bike rack. Removing the "Pi" style racks is not recommended as all of the racks are in good condition and the majority (nine out of eleven) were installed by developers on private property. Removing the other two racks on public property is estimated to cost \$50 each.

On March 1, 2018, the Multi-Modal Transportation Board reviewed additional bike rack options and voted to recommend to the City Commission the Loop model bike rack as the new standard bike rack for the Triangle district.

Loop

The Loop bike rack is a simple, sweeping circle with a twist. Both functional and sculptural. Cyclists can loop and lock up to two bikes around its shape-shifting cast aluminum ribbon frame.

The "Loop" is part of the same design collection (the 35

Collection) as the "Sit" bench and the "Pitch" litter receptacle that the City Commission chose for the Triangle District.



The estimated cost of this product is \$360 per rack.

Triangle District Streetscape- Bike Racks

SUGGESTED RESOLUTION:

To keep the installed "Pi" bike racks.

AND

To accept the recommendation of the Multi-Modal Transportation Board, and adopt the Loop model bike rack, embedded and with a metallic silver finish, produced by Landscape Forms to be the new standard bike rack for the Triangle District.

OR ALTERNATIVE RESOLUTION:

To remove two "Pi" bike racks at 700 Adams and replace them with "Loop" bike racks.

AND

To accept the recommendation of the Multi-Modal Transportation Board, and adopt the "Loop" model bike rack, embedded and with a metallic silver finish, produced by Landscape Forms as the new standard bike rack for the Triangle District.

DRAFT Multi-Modal Transportation Board Minutes March 1, 2018

Minutes of the regular meeting of the City of Birmingham Multi-Modal Transportation Board held Thursday, March 1, 2018.

Chairperson Vionna Adams convened the meeting at 6:06 p.m.

1. ROLL CALL

Present: Chairperson Vionna Adams; Board Members Lara Edwards, Amy Folberg,

Daniel Isaksen Johanna Slanga, Vice-Chairperson Andy Lawson, Daniel

Rontal

Also

Present: Alternate Board Member Katie Schafer

Absent: Board Member Michael Surnow

Administration: Lauren Chapman, Asst. Planner

Jana Ecker, Planning Director Austin Fletcher, Asst. City Engineer Scott Grewe, Police Dept. Commander

Paul O'Meara, City Engineer

Carole Salutes, Recording Secretary

Also Present: Julie Kroll from Fleis & Vandenbrink

("F&V"), Transportation Engineering Consultants

Brad Strader from MKSK

6. BICYCLE RACK STANDARD IN TRIANGLE DISTRICT

Ms. Chapman informed the board that on July 14, 2008 the City Commission approved the streetscape furnishings for the Triangle District from Landscape Forms as the standard. The Commission wanted options that were more contemporary and metallic than the streetscape elements that are Downtown. The Planning Board came up with elements for the Triangle District that would frame and shape the District.

The Commission decided to choose "Pi" style bike racks with a silver metallic finish provided by Landscape Forms. Several Pi racks were installed in the Triangle District; six racks are at Walgreens on Woodward Ave., two are at 700 S Adams, and three are at 735 Forest on Elm St. Landscape Forms no longer manufactures the "Pi" style bike rack. Ms. Ecker did not see a reason to take out the Pi racks because they match all of the other furnishings in the Triangle District. In most cases the need is to have as many racks for one or two bikes as possible and in as many different locations as possible.

Ms. Chapman described the Loop bike rack is a simple, sweeping circle with a twist. It belongs to the 35 Collection of integrated site elements created to encourage social activity in outdoor space. The "Sit" style bench and the "Pitch" style litter receptacle that the City Commission chose for the Triangle District are part of the 35 collection as well. Also, the street light has that same silver finish. The Loop rack is \$345.

The City Commission has allocated \$15,000 for bicycle parking. City staff identified thirty-six locations for new bike racks, ten of the locations are within the Triangle District. City Staff recommends bike racks be embedded into the surface rather than mounted onto the surface. Embedded racks tend to be more secure and more stable than surface mounted racks.

Several board members agreed that the Loop is nice looking; it matches the current aesthetic, and it is the right price.

Ms. Chapman noted that lower priced models such as the U rack and Circle rack that are lower in height make it easy to secure children's bikes. Dr. Rontal suggested the plastic molding over the top of the Key rack prevents the metal from scratching a bike frame.

Ms. Slanga said the Loop rack seems expensive. The U rack is cheapest at \$153. Ms. Chapman stated the U rack can have different finishes.

Ms. Edwards liked the Key rack because of its bright yellow color. Further a jazzy U rack might be low cost and high visibility. However she decided that maybe they want to pick the Loop rack which is the closest match the Pi.

Motion by Dr. Rontal

Seconded by Mr. Lawson to recommend that the City Commission look at the Loop model bike rack because it fits the aesthetic, it is not breaking the bank, and it is embedded with a metallic silver finish. The Loop is produced by Landscape Forms and it is suggested as the new standard bike rack for the Triangle District.

Motion carried, 6-1.

VOICE VOTE

Yeas: Rontal, Lawson, Adams, Edwards, Folberg, Isaksen

Nays: Slanga Absent: Surnow



<u>MEMORANDUM</u>

Planning Department

DATE: February 23, 2018

TO: Multi-Modal Transportation Board

FROM: Lauren Chapman, Assistant City Planner

APPROVED BY: Jana L. Ecker, Planning Director

SUBJECT: Triangle District Streetscape- Bike Racks

On July 14, 2008, the City Commission approved the streetscape furnishings for the Triangle District from Landscape Forms as the standard. The City Commission wanted options that were more contemporary than the streetscape elements that were Downtown. The Planning Board came up with elements for the Triangle District that would frame and shape the district:

- Standards do not need to conform to existing style; they can stand alone;
- Contemporary; and
- Metallic finish rather than a painted finish.

The Commission decided to choose "Pi" style bike racks with a silver metallic finish provided by Landscape Forms. Several "Pi" racks were installed in the Triangle District; six racks are at Walgreens on Woodward, two are at 700 S Adams, and three are at 735 Forest on Elm Street. Landscape Forms no longer manufactures the "Pi" style bike rack.

The City Commission has allocated \$15,000 for bicycle parking. City staff identified thirty-six locations for new bike racks, nine of the locations are within the Triangle District. City Staff recommends bike racks be embedded into the surface rather than mounted onto the surface. Embedded racks tend to be more secure and more stable than surface mounted racks.

The Association of Pedestrian and Bicycle and Professionals (APBP) recommend that bike racks do the following:

- Support bike upright without putting stress on wheels
 - The rack should provide two points of contact with the frame—at least 6" apart horizontally.
 - If a rack cradles a bicycle's wheel, it must also support the frame securely at one point or more.
 - The rack's high point should be at least 32".
- Accommodate a variety of bicycles and attachments

- Avoid designs and spacing that restrict the length, height, or width of bicycles, attachments, or wheels.
- Allow locking of frame and at least one wheel with a U-lock
 - A closed loop of the rack should allow a single U-lock to capture one wheel and a closed section of the bike frame.
 - Rack tubes with a cross section larger than 2" can complicate the use of smaller U-locks.
- Provide security and longevity features appropriate for the intended location
 - Use tamper-resistant mounting hardware in vulnerable locations.
 - Rack finish must be appropriate to the location.
- Rack use is intuitive
 - First-time users should recognize the rack as bicycle parking and should be able to use it as intended without the need for written instructions.

Included in this memo is information on various bike rack models that are sold by the two Michigan based bike rack manufacturers, Landscape Forms and CycleSafe, that the City has worked with in the past.

Landscape Forms

Landscape Forms provides high-design site furniture and advanced LED lighting. Landscape Forms solutions include a wide range of elements from seating to bike racks and trash receptacles. Founded in 1969, the company headquarters are in Kalamazoo. Landscape Forms has worked with a variety of clients including: municipalities, transit centers, corporate, college and health care campuses; and familiar brand leaders such as Boeing, Disney, Sprint, American Airlines, and Nike. All Landscape Forms bike racks meet quidelines established by the APBP.

Landscape Forms standard finish options are as follows:

- Metallic
 - o Bronze
 - Silver
 - Steel
 - Stone
 - Titanium
 - Mercury
- Powder Coat
 - Black: Black and Matte Black
 - o Blue: Blue Bell and Ocean
 - Buttercup
 - Cranberry
 - Flambé Orange
 - Green: Grass and Ivv
 - Stormcloud
 - White

Bicilinea



Curved arms mounted on a rectilinear rail provide support for multiple bicycles. The Bicilinea is available in 10' and 20' lengths. 10' accommodates up to eight bicycles, and 20' holds up to sixteen bicycles The Bicilinea only has one finish option: polished stainless steel. The rack must be embedded and requires assembly.

The estimated cost of this product is \$3890 - \$6900 per rack.

Bola



Bola bike racks are made of stainless steel tubing, with a satin electropolish finish on bare stainless steel. Bola is also available in the standard finish options. Bola must be embedded. Bola can secure two bicycles parked parallel to the rack. The rack provides two-point contact to prevent the bicycle from tipping over. A standard U-lock can secure both a wheel and the frame to the rack.

The estimated cost of this product is \$330 per rack.

Emerson



The Emerson bike rack is tapered from top to bottom with crisp edges and beveled detail; it has concealed hardware and pre-installed stainless steel leveling guides. It is manufactured of cast aluminum and finished with durable polyester powdercoat.

The Emerson was designed, developed and manufactured with sustainability in mind. Aluminum and steel parts contain recycled content material and are fully recyclable. All metal parts are finished with Landscape Forms lead–free Pangard II polyester powdercoat. The Emerson is built for the long term to withstand years of weather and wear.

The estimated cost of this product is \$375 per rack.

FGP



The FGP bike rack has a visually intriguing shape that echoes the form of a bicycle frame, lending it fresh appeal. The rack is affixed to the ground at a single base. The cast aluminum frame has a durable anodized finish. Parts for the bike racks come together in carefully articulated connections with minimized or hidden fasteners. The only finish option for the FGP is anodized aluminum.

The estimated cost of this product is \$360 per rack.

Flo



The Flo is an artful solution for bicycle storage and security. The rack is made of stainless steel tubing. Flo is available in the standard colors as well as satin electropolish finish. Nylon glides cushion the two intermediate loops. Flowing design secures up to three bicycles parked parallel to the rack. A standard U-lock can secure both a wheel and the frame. Flo may be surface mounted or embedded. The bicycles must alternate directions, so access is required from both ends. If access is limited to one direction, the capacity is reduced to two bicycles. The rack provides two-point contact to prevent the bicycles from tipping over.

The estimated cost of this product is \$660- \$745 per rack.

Key



The Key bike rack has a cast aluminum base and steel loop frame finished in integral-colored high-density polyurethane foam. Recipient of a Red Dot Award in 2008 and an IDEA Bronze in 2007, this simple and lighthearted bike rack updates an essential urban element with new spirit. Key is offered in yellow, red, and anthracite grey.

The rack is made of polyurethane plastic molded over galvanized finish on internal steel tubing. Aluminum base comes standard in silver powdercoat. Key must be embedded, and ships fully assembled. Supports bike upright by its frame in two places, and holds two bicycles. Standard U-lock can be placed to secure both a wheel and the frame.

The estimated cost of this product is \$520 per rack.

Loop



The Loop bike rack is a simple, sweeping circle with a twist. Both functional and sculptural, it is a welcome addition to the 35 Collection of integrated site elements created to encourage social activity in outdoor space. Cyclists can loop and lock up to two bikes around its shape-shifting cast aluminum ribbon frame. Like all products in the 35 Collection, it is finished with Landscape Forms standard colors.

The "Sit" style bench and the "Pitch" style litter receptacle ,that the City Commison chose for the Triangle District are part of the 35 Collection as well.



The estimated cost of this product is \$360 per rack.

MultipliCITY



MultipliCITY is a collection of outdoor public furniture elements that gives new meaning to the term "global design." MultipliCITY addresses multiple scales, applications and creative expressions. The distinctive profile of its cast aluminum sculptural forms attracts at a distance, while subtle transitions from flat to convex surfaces become visible at closer proximity, creating a rich 360-degree experience. Bike racks have a handy wood shelf that provides a place for phone or keys while riders secure the bike. MultipliCITY may be surface mounted or embedded.

In addition to the standard finish options, MultipliCITY can also be finished in anodized aluminum or black polyethylene. The wood shelf comes in ipe or jarrah. The woods weather to a warm, pewter gray; no finish is applied so no maintenance is required.



The estimated cost of this product is \$385 per rack.

Reeder



The elliptical-shaped bike rack with optional LED down light sports a vinyl decal when used for its named purpose. Cast and extruded aluminum elements are powdercoat finished in all standard color palette options. Reeder may be surface mounted or embedded.

The estimated cost of this product is \$410 per rack.

Ride



The Ride rack is made of cast aluminum. Ride can be surface mount or embedded, and ships fully assembled. The rack provides bicycle support with capability for attachment at two points and holds two bicycles. A cover plate over bike rack base provides seamless appearance. Aluminum casting finished with powdercoat, offered in the standard selection of colors. Ride racks can secure up to two bicycles parked parallel to the rack. Four stainless steel leveling glides within the base are provided for fine adjustment from top side of base.

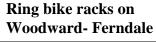
The estimated cost of this product is \$440 per rack.

Ring



Ring bike racks are made of stainless steel tubing. The rack must be embedded. Ring can secure up to two bicycles parked parallel to the rack. The rack provides two-point contact to prevent the bike

from tipping over. A standard U-lock can secure both a wheel and the frame. The available finishes are a satin electropolish finish on bare stainless steel and the standard powdercoated steel colors.





The estimated cost of this product is \$405 per rack.

CycleSafe

Founded in 1980, CycleSafe has set the standard for secure bike parking products. The company's headquarters are in Grand Rapids. Their eco-minded products are designed to encourage cycling and livable communities worldwide. CycleSafe offers a line of secure bicycle storage solutions to meet ever-changing needs of the cycling community. All of CycleSafe's racks accommodate two bikes per rack and can be in-ground, surface, or rail mounted.

CycleSafe bike racks have several finish options:

- Black Plastisol
- Stainless Steel
- Powder Coat
 - Traffic Black
 - Federal Green
 - Traffic Red
 - o Bronze
 - Signal White
 - Sapphire Blue
 - Metallic Silver
 - o Custom

Classic U Rack



Classic U Racks by CycleSafe are manufactured of heavy-gauge steel pipe and coated with 1/8" thick, black plastisol rubberized coating for scratch resistance and rust protection. This rack design is the recommended standard by the APBP. Classic inverted U bike racks offer multiple positions to attach a lock to secure both the wheel and frame.

The Classic Bike U Rack is currently the City's Standard Bike Rack. On April 9, 2012, the City Commission approved the use of black plastisol finished "Classic Bike U Racks".

The base cost of this product is \$153 per rack.

Classic U Rack with Crossbar



CycleSafe U bicycle racks provide leading-edge coating technology and offer a solution for short term bicycle parking. The one-bend 2" diameter round steel pipe rack is coated with a 1/8" thick, black plastisol rubberized coating. This classic inverted U rack is widely regarded as the standard for space efficiency and bicycle protection to maintain stability and improve pedestrian access. CycleSafe recommends U bike racks with a crossbar for added security. The crossbar deters a theft by not allowing a lock to be slipped to the ground and removed with bolt cutters leveraged against the ground.

The base cost of this product is \$244 per rack.

Circle Rack



The Circle Rack offers a sleek, stylish design to enhance a community's image with security to lock both the bike wheel and frame. This rack is based on the design principals of the Bike U Rack with Crossbar.

This design accommodates a variety of bikes, including children's bikes with the lower circle to maintain stability and provide a means to secure a lock. The lower circle also deters the ability to slide and cut a lock from the rack.

Logos or graphic images can be inserted within the circle for project or community identification.

The base cost of this product is \$456 per rack.

Custom Bike U Racks



Custom Racks are bike U racks with designs to enhance a community's image. These bike racks are based on the proven design principles of the Bike U Rack with Crossbar. The custom bike racks offer unique wayfinding or signage systems that also serve the facility and cyclists with form and function to enhance community image and promote cycling with short-term bike parking.

Bike racks can be customized by duplicating, silk screening, or creating an adhesive label with logos and images.

Cost estimates depend on the design specifications.

Cycle Park



Cycle Park bike racks communicate to cyclists that bike parking is available, with a laser-cut bike parking symbol that promotes "bikes belong here". Cycle Park bike racks offer the security of two-point locking, protecting both the bike wheel and frame. Each rack accommodates bikes in a sturdy, upright fashion that maintains clear access aisles for pedestrian traffic per rack.

The base cost of this product is \$312 per rack.

Modern Bike Racks



Modern Racks incorporate the functional design features of the Classic U Rack with Crossbar with a contemporary flair. Designed to blend in with modern streetscapes or accent traditional environments, Modern Racks complement streetscapes as decorative urban art to encourage eco-friendly transportation. There are nine design SKUs available for the Modern.

The base cost of this product is \$312 per rack.

Staple Bike Rack



CycleSafe Staple Bike Racks are the recommended standard for high-vandal areas, as the 2" square tubing/crossbar provides additional security and allows a bike to be secured by both wheel and frame. The design has been approved by the APBP.

Standard includes 2" square steel tubing with cross bar for additional security coated with powder coat finish for maximum corrosion resistance. Custom powder coat finishes are available upon request.

No cost estimates were provided for this model.

Vintage Bike Racks



Vintage Racks combine the unmatched reliability of the U rack with the charm of years past. Facility managers and cyclists appreciate the design features that provide a solid bike rack that holds the bike steady from knocking handlebars or toppling into pedestrian aisles. Vintage Bike Racks complement historic streetscapes, providing short-term bicycle parking for various locations. There are eleven design SKUs available for the Vintage Bike Rack.

Vintage bike racks in Grosse Pointe Farms

The base cost of this product is \$312 per rack.

Conclusion and Analysis

	Model	Estimated	Number of	Cost per
		cost per rack	bikes per rack	bikes parked
	Bicilinea	\$3890/\$6900	8/16	\$486.25/
Landscape Forms	<u> </u>	φοσσοί φοσσο	0/10	\$431.25
	Bola	\$330	2	\$115
	Emerson	\$375	2	\$187.50
	FGP	\$360	2	\$180
	Flo	\$660-\$745	3	\$220-\$248.33
	Key	\$520	2	\$260
	Loop	\$360	2	\$180.00
	MultipliCITY	\$385	2	\$192.50
	Reeder	\$410/\$660	2	\$205/\$330
	Ride	\$440	2	\$220
	Ring	\$405	2	\$202.50
Cycle Safe	Classic U	\$153	2	\$76.50
	Classic U with Crossbar	\$244	2	\$122
	Circle Rack	\$456	2	\$228
	Cycle Park	\$312	2	\$156
	Custom Bike U	-	2	-
	Modern	\$312	2	\$156
	Staple	-	2	-
	Vintage	\$312	2	\$156

The least expensive option is the City's current standard rack, the Classic U provided by Cycle Safe (\$153 / \$76.50 per bike parked). The average cost of models provided is \$664.25. The previously approved "Pi" model cost \$270 per rack. Most of the racks provide parking for a maximum of two bikes. The average cost per bike parked is \$199.12. The most expensive option, in total cost and cost per bike parked, is the Bicilinea (\$3890/\$6900 total and \$486.25/\$431.25 per bike parked)

Suggested Recommendation

To recommend to the City	Commission that the	model bike rack,
embedded and with a	finish, produced by _	be the
new standard bike rack for	the Triangle District.	



MEMORANDUM

Engineering Dept.

DATE: March 29, 2018

TO: Joseph A. Valentine, City Manager

FROM: Paul T. O'Meara, City Engineer

SUBJECT: Valet Parking Proposal

298 S. Old Woodward Ave.

At its meeting of October 16, 2017, Richard Rattner, representing the owner/applicant of the Daxton Hotel project at 298 S. Old Woodward Ave., presented its request to operate a full time valet station in front of the proposed hotel building. The proposal to remove all angled parking in front of the site came with a recommendation from the Advisory Parking Committee.

After review of the proposal, the City Commission sent the item back to the Advisory Parking Committee, and asked the applicant to consider:

- 1. The feasibility of operating the valet area on Brown St. instead of Old Woodward Ave.
- 2. If that is not feasible, to consider reducing the size of the area so that some angled parking can be installed along the Old Woodward Ave. frontage of the site.

APPLICANT RESPONSE

After several months of study, the applicant presented new information for the Advisory Parking Committee at their regular meeting of March 7, 2018. The following summarizes their findings:

Brown St. Valet

Currently, Brown St. functions as an important collector street at the south end of the downtown commercial area. At the Old Woodward Ave. intersection, the street functions as a three lane street, with a dual purpose left turn lane/through lane for eastbound traffic. If desired, the applicant's traffic engineer will be able to demonstrate using a computer model how the level of service for eastbound traffic would deteriorate to an unacceptable level if Brown St. is reduced to two lanes. Specifically, during the afternoon peak hour, traffic would back up beyond Pierce St., which would then negatively impact the operation of the Pierce St. Parking Structure.

A second option to correct this problem (with just one lane of eastbound traffic) would be to ban left turns to S. Old Woodward Ave. If left turns were banned, with Peabody St. and Woodward Ave. constructed as they are, there is no easy alternative for local traffic to drive on to S. Old Woodward Ave., which would be a detriment to the business community in general. Staff concurs with the traffic engineer's finding that narrowing Brown St. to two traffic lanes is not an acceptable alternative.

Reduced S. Old Woodward Ave. Valet

The applicant has reviewed their internal operations closer, and are now concluding that during normal daily operations, the hotel can suitably function if six of the original eight parking spaces are removed from the Old Woodward Ave. frontage of the building, allowing two angled parking spaces to be installed. They are requesting that the two angled spaces be installed just south of the parking garage exit area near the north end of the site. During times of peak occupancy, such as when the banquet area is in operation, the applicant would pay for and obtain two meter bags to close the two parking spaces, thereby allowing the valet area to operate at peak capacity.

The Advisory Parking Committee reviewed this option, and voted 6-1 to concur with the request.

AGREEMENT FOR ON-STREET VALET AREA

In a previous similar instance, a downtown property owner has requested the permanent removal of on-street parking spaces in favor of a full time valet operation. A license agreement was prepared to compensate the City for the lost revenue when parking meters are removed from the street. When this issue was first presented to the Commission last October, the agreement was written such that eight parking spaces were being removed at a suggested cost of \$3,000. The value of each parking space was consistent with the previous agreement, and was reduced to reflect that parking meters do not earn revenue at 100% of the time that parking is enforced.

Given that on-street parking is in higher demand than it was in the past, it was suggested that the fee for removing parking meters should reflect the full value of the space. With that in mind, the agreement has been written now with the full value of the parking spaces included, calculated at:

(300 days per year) x (12 hours per day) x (\$1.50 per hour) = \$5,400 per year per space

(The number of days per year is arrived at by starting with 365 days per year, removing 52 Sundays per year, as well as an average of 13 holidays per year.)

The revised agreement also reflects a reduced number of meters being taken out of service, which is determined to be 6. (While the applicant makes references to only five parking spaces being lost, that number is derived at from the previous on-street parking spaces as it used to function. It was the City's intent to make better use of this area once the street is reconstructed, and the total number now being lost, using this new design, is 6 parking spaces.) Multiplying \$5,400 per year times 6 parking spaces, the suggested fee to the applicant is now \$32,400. The attached suggested license agreement reflects this new amount.

A suggested resolution follows.

SUGGESTED RESOLUTION:

To authorize the Mayor and Clerk to sign the license agreement authorizing the removal of six metered parking spaces on the Old Woodward Ave. frontage of 298 S. Old Woodward Ave., to be used as a valet loading area, at the rate of \$5,400 per meter per year, effective upon the closure of the area for construction of the adjacent hotel.



Williams Williams Rattner & Plunkett, P.C. Attorneys and Counselors

380 North Old Woodward Avenue Suite 300 Birmingham, Michigan 48009

Tel: (248) 642-0333 Fax: (248) 642-0856

Richard D. Rattner rdr@wwrplaw.com

March 29, 2018

Hand-delivery and e-mail pomeara@bhamgov.org

City of Birmingham City Commission 151 Martin Street Birmingham, MI 48009

Attn: Jana Ecker, Planning Director

Paul O'Meara, City Engineer Timothy Currier, City Attorney

Re; License Agreement for Parking; Woodward Brown Ventures, LLC ("Applicant")

Dear Members of the City Commission, Ms. Ecker, Mr. O'Meara, and Mr. Currier:

This letter supplements Applicant's prior submission for the proposed curbside valet. The matter was previously before the Advisory Parking Committee (APC) on August 2, 2017, at which time the APC recommended removal of 5 current parking spaces at the curb along 298 S. Old Woodward (8 spaces under the Woodward reconstruction plan), in order to accommodate the Daxton Hotel's valet lane. The City Attorney drafted a license agreement to memorialize the Applicant's annual payment for the removal of the metered parking spaces.

The City Commission requested further review of the valet lane and removal of less than all 5 metered spaces. The Commission asked the Applicant to consider (i) moving the hotel's valet operation to Brown Street with the assumption that Brown Street would be modified for two-way traffic with one lane in each direction; and (ii) removing less than 5 current spaces for the valet lane along S. Old Woodward. We accomplished both tasks and resubmitted the Applicant's request for review to the APC.

On March 7, 2018, the Applicant appeared before the APC, again, to review the removal of fewer curbside parking spaces on S. Old Woodward. The Applicant requested and the APC recommends the removal of three (3) current parallel spaces (six (6) angled spaces under the Old Woodward reconstruction plan) on S. Old Woodward. Under the APC revised recommendation, two (2) angled spaces will remain at the curb just south of the hotel garage exit ramp. The APC also recommends the Applicant have the ability to bag the two remaining spaces during events and peak times.

The Applicant requests the Commission take into account the following facts regarding the APC's current recommendation:

Birmingham City Commission Jana Ecker, Planning Director Paul O'Meara, City Engineer Timothy Currier, City Attorney March 29, 2018 Page 2



The Brown Street Study

The Applicant commissioned a traffic study to provide the necessary data to analyze moving the valet to Brown Street. Enclosed are two Memorandum by William Stimpson, P.E., the traffic engineer who conducted the traffic analysis requested by the City. The December 8, 2017 memorandum discusses results of a one-lane reduction on eastbound Brown that would be necessary for relocation of the valet lane. The January 30, 2018 Memorandum discusses the effects of eliminating left turns on Brown Street. The traffic study reveals that a Brown Street valet operation would result in the doubling of morning-peak traffic delays at the intersection of Old Woodward and Brown. Further, a Brown Street valet operation would increase evening peak-hour traffic delays by 60%. Based on this data, a relocation of the valet service to Brown Street does not seem to be a satisfactory alternative for the City.

Use of Fewer Angled Spaces than Original Request

The Applicant has considered and, while not ideal for the Applicant, could accommodate a valet lane that is 2 angled metered spaces less than the 8 angled spaces initially requested. The Applicant has presented this plan for use of fewer spaces to the APC and the APC has recommended the plan. See the enclosed rendering of the valet lane as recommended by the APC. This leaves the Applicant with a 4-car valet lane on a daily basis, which is consistent with existing hotel valet operations in the City.

To minimize interference with traffic at the intersection of S. Old Woodward and Brown Street, it is best for the two remaining metered spaces to be located immediately to the south of the hotel underground garage exit ramp. Also, as is permitted with other valet services in the City, the APC has recommended the Applicant have the ability to bag the 2 meters when necessary at peak times and for events, in order to prevent traffic congestion on S. Old Woodward.

Please contact the undersigned should you have any questions or comments.

Very truly yours, WILLIAMS, WILLIAMS, RATTNER & PLUNKETT, P.C.

Richard D. Rattner

cc: Mark Mitchell



BOOTH HANSEN

Architecture Interiors Plann 333 South Des Plaines Street Chicago, Illinois 60661

giffels :: webster

28 West Adams Road Suits 1200 Debril, M 48226 p (313) 952-4442 f (313) 952-5068

PARKING PLAN KEY NOTES

Valet Lane for 4 cars (4 parallel spots)

2 metered spots to be bagged
for events/peak times

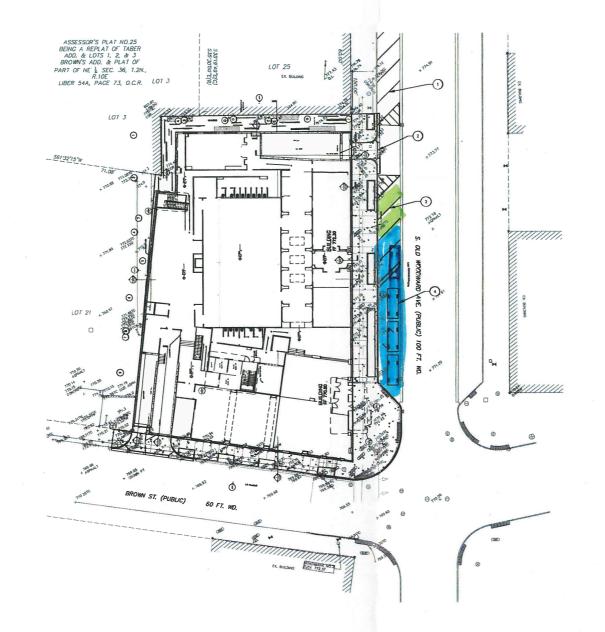
ISSUED FOR PARKING CMTE MTG

Birmingham Hotel

298 S Old Woodward Ave. Birmingham, MI 48009

PARKING PLAN

C999



LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") entered into this ____ day of _____, 2018 by and between the City of Birmingham, a Michigan Municipal Corporation, whose address is 151 Martin Street, Birmingham, Michigan 48012-3001 (hereinafter referred to as the "City"), and LORIENT CAPITAL, LLC, whose address is 102 Pierce St., Birmingham, Michigan 48009 (hereinafter referred to as "Lorient Capital").

WHEREAS, Lorient Capital is the owner of a Daxton Hotel (hereinafter referred to as the "Hotel") located at 298 S. Old Woodward Ave. in the City of Birmingham; and,

WHEREAS, in connection with an expansion of the Hotel, Lorient Capital desires to establish a valet parking zone on S. Old Woodward Ave.; and,

WHEREAS, in order to accommodate Lorient's desire to establish a valet parking zone for the Hotel, the City has agreed to remove six parking meters and parking spaces from S. Old Woodward Ave. and authorize the Hotel to utilize a portion of the public right-of-way pursuant to the terms of this License Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the City and Lorient Capital hereby agree as follows:

- 1. <u>License</u>. The City hereby grants Lorient Capital a revocable license to use a portion of the City's public right-of-way for the purpose of conducting a valet parking service at the Boutique Hotel.
- 2. **Location**. Lorient Capital shall be entitled to use the following described area as designated in plans on file in the Community Development Department:
- 3. <u>Use</u>. The location described in paragraph 2 may be used to operate a licensed valet parking service in accordance with Chapter 26, Article VIII of the Birmingham City Code. No other uses are permitted. This location shall be designated as a valet parking zone and standing shall be allowed. Lorient Capital shall operate a valet parking service in such a manner as to minimize interference with vehicular and pedestrian traffic on surrounding streets and sidewalks.
- 4. **Removal of Metered Parking Spaces.** The City shall remove the six metered parking spaces located on the street in front of the Hotel.
- 5. <u>Term</u>. This License Agreement shall commence on the date that the Street Obstruction Permit is issued by the Engineering Dept. (thereby signaling the beginning of the construction project), and shall remain in effect for a period of one year. This Agreement shall be renewed automatically each year, unless at least ninety (90) days prior to its expiration date, either the City or Lorient Capital provides written notice of their intention to terminate the Agreement, or Lorient Capital fails to pay the license fee as set forth in paragraph 7.
- 6. <u>License Fee</u>. Lorient Capital shall pay to the City an annual license fee in the amount of \$32,400.00. The first annual license fee payment shall be paid within thirty (30) days

of the commencement of the term of Agreement. Each additional annual payment shall be paid in advance prior to the anniversary date that the term of this Agreement commenced. In the event that this Agreement is terminated in accordance with paragraph 8, the license fee shall be calculated on a per diem basis. Any payments made by Lorient Capital in advance which exceed this amount shall be returned by the City to Lorient Capital within thirty (30) days after the Agreement is terminated. In the event that the hourly rate for parking meters located on streets adjacent to the Hotel is increased by the City, the annual license fee shall be increased by the same percentage that the hourly parking meter rate is increased. The license fee shall be increased each time that the applicable hourly parking meter rate is increased. Any increase in the license fee shall become effective when the City provides written notice to Lorient Capital and shall apply to Lorient Capital's next annual license fee payment.

- 7. <u>Termination</u>. This License Agreement may be terminated by either party upon sixty (60) days advance written notice. In the event that this Agreement is terminated, Lorient Capital shall reimburse the City for the City's costs in reinstalling the parking meters and parking spaces and restoring the public right-of-way to its original condition. Lorient Capital shall provide to the City upon the signing of this Agreement a bond in the amount of \$2,000.00 to secure Lorient Capital's payment of these costs. In the event that Lorient Capital provides to the City the name and address of its lender(s), the City shall provide written notice to Lorient Capital's lender(s) of the termination of this Agreement.
- 8. <u>Condition of Location</u>. Lorient Capital shall maintain the property identified in Section 2 and Section 5 and shall keep it clean, free of trash and litter, and in good order and appearance. Lorient Capital shall surrender the property at the termination of this Agreement in as good condition as when received, ordinary and reasonable wear and tear excepted. Upon the termination of this Agreement and upon written demand made by the City, Lorient Capital shall restore the bulb-out to the condition in which it existed prior to the execution of this Agreement.
- 9. <u>Indemnification</u>. To the fullest extent permitted by law, Lorient Capital agrees to defend, pay on behalf of, and hold harmless the City, its elected and appointed officials, all employees and volunteers working on behalf of the City, its boards, commissions and/or authorities, including employees and volunteers thereof, against any claims, demands, suits or loss, including all costs and reasonable attorneys fees connected therewith, for any damages which may be asserted or recovered against or from the City, its elected and appointed officials, all employees and volunteers working on behalf of the City, its boards, commissions and/or authorities, including employees and volunteers thereof, 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 with this Agreement. This paragraph shall not apply to damages resulting solely from the fault of the City.
- 10. <u>Insurance</u>. Lorient Capital shall procure and maintain at all times for the life of the Agreement the following minimum insurance coverage subject to the following conditions:
 - a) <u>Worker's Compensation Insurance</u>: Lorient Capital shall procure and maintain during the term of this Agreement Workers' Compensation Insurance including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

- b) <u>Commercial General Liability Insurance</u>: Lorient Capital shall procure and maintain during the term of this Agreement, Commercial General Liability Insurance on an "occurrence basis," with limits of liability of not less than \$1,000,000 per occurrence, Combined Single Limit, Personal 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.
- c) <u>Motor Vehicle Liability Insurance</u>: Lorient Capital shall procure and maintain during the term of this Agreement Motor Vehicle Liability Insurance, including Michigan 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, non-owned and hired vehicles.
- d) <u>Garage Liability and Garage Keepers Legal Liability Insurance</u>: Lorient Capital shall procure and maintain during the term of this Agreement Garage Liability Insurance with limits of liability of not less than \$2,000,000 per occurrence, and Garage Keepers Legal Liability Insurance with limits of liability of not less than \$100,000 per occurrence.
- e) Additional Insured: Commercial General Liability Insurance, Motor Vehicle Liability Insurance, Garage Liability Insurance and Garage Keepers Legal Liability Insurance, as described above, shall name the City of Birmingham as additional insured for all activities connected with this Agreement and shall include an endorsement stating the following as "Additional Insured": The City of Birmingham, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and their board members, including employees and volunteers thereof. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether said other available coverage be primary, contributing or excess.
- f) <u>Cancellation Notice</u>: Thirty (30) days advance written notice of insurance cancellation, non-renewal, reduction and/or material change in coverage, will be provided to the City. Notice of cancellation, material change or reduction must be attached to the Certificate of Insurance, or otherwise evidenced as in effect under the policy listed.
- g) <u>Proof of Insurance Coverage</u>: Lorient Capital shall provide the City, at the time the contract is awarded by the City, certificates and policies as listed below:
 - a. Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;

- b. Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
- c. Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
- d. If so requested, Certified Copies of all Policies mentioned above will be furnished.
- h) <u>Expiration</u>: If any of the above coverages expire during the term of this Agreement, Lorient Capital shall deliver renewal certificates and/or policies to the City of Birmingham at least ten (10) days prior to the expiration date.
- i) <u>Failure to Maintain Insurance</u>: Upon failure of Lorient Capital to obtain or maintain such insurance coverage for the term of the Agreement, the City may, at its option, purchase such coverage and charge the cost of obtaining such coverage to Lorient Capital who shall reimburse the City for this cost. In obtaining such coverage, the City shall have no obligation to procure the most cost effective coverage but may contract with any insurer for such coverage.
- 11. <u>Modification</u>. This License Agreement may not be modified unless such modification is in writing signed by both parties.
- 12. <u>Notices</u>. Any notices required to be provided by this Agreement may be delivered personally or sent by first class mail, postage prepaid, to the following addresses:

City: City of Birmingham

151 Martin Street, P.O. Box 3001 Birmingham, Michigan 48012-3001

Lorient Capital: Lorient Capital, LLC

102 Pierce St.

Birmingham, MI 48009

13. <u>Compliance with Law.</u> Lorient Capital shall comply with all local, state and federal laws and regulations in the performance of this Agreement.

IN WITNESS WHEREOF, the parties execute this License Agreement on the date and year first above written.

WITNESSES:	LORIENT CAPITAL, LLC , a Michiga Limited Corporation
	Ву:
	Its:

CITY OF BIRMINGHAM

	By:
	Andrew Harris
	Its: Mayor
	Ву:
	Cherilynn Brown
	Its: Clerk
Approved:	
loseph A. Valentine, City Manager	Paul T. O'Meara, City Engineer
As to Substance	As to Substance
Mark Gerber, Director of Finance	Timothy J. Currier, City Attorney
As to Financial Obligation	As to Form

 The Surnow Company offered to take on additional conditional zoning in order to maintain the intended use category long-term.

VOTE: Yeas, 7

Nays, 0 Absent, 0

10-268-17 298 S. OLD WOODWARD AVE. PERMANENT REMOVAL OF ON-STREET PARKING

From City Engineer O'Meara's staff report to City Manager Valentine dated October 5, 2017:

In June, the Planning Board issued preliminary site plan approval to the owner of the above property (owned by Lorient Capital, LLC), located at the NW corner of Brown St. The applicant has proposed the construction of a five-story hotel, containing 126 rooms, 17 long-term stay apartments, as well as banquet, restaurant, and lounge facilities on the first floor. Due to the nature of the business, Lorient has designed the plan to include 24-hour a day valet service at the front door, located on the S. Old Woodward Ave. frontage. The valet loading zone will occupy space that is currently used for on-street metered parking. Therefore, the valet operation will require the permanent removal of metered public parking.

On August 2, 2017 the Advisory Parking Committee voted to recommend to the City Commission the removal of eight on-street parking spaces at 298 S. Old Woodward Ave. to allow for the operation of a valet service by the adjacent property owner, in exchange for an annual payment of \$24,000 (at \$3,000 per meter) to be charged annually once the adjacent hotel is open for business.

City Engineer O'Meara added that:

- While the removal of metered parking is usually inappropriate within a systems viewpoint, Lorient took the proposal very seriously and considered the interests of adjacent businesses regarding the proposal.
- The Townsend Hotel's similar arrangement with the City serves as a precedent.
- The proposal includes an exit from the planned two-level basement garage.
- The applicant proposes building 56 parking spaces, and if additional spaces are required cars may need to be parked off-site.
- As this corner and the corner of Maple Road may be reconstructed in the near future following the City's three-phase reconstruction plan for downtown, if these eight spaces are removed the City will have a total loss of fifteen spaces.

City Engineer O'Meara confirmed:

- For Commissioner Boutros that the applicant believes they will need all eight meterspaces across the frontage in order to run the valet;
- For Mayor Nickita that the amount of frontage being discussed is a little over 100 feet;
- For Commissioner Hoff that the driveway is a critical part of the plan; and,
- For Commissioner Bordman that the Townsend Hotel took seven spaces off Merrill Street for their valet, and an estimated three spaces for the front door of the original hotel.

City Planner Ecker explained:

To Commissioner Hoff that 1¼ spaces of parking per unit are required if there are three
or more room units available, and that as long as the applicant provides parking for
residential units, they are not required to provide any additional spaces since they are in

October 16, 2017

7

the parking assessment district. The applicant is offering to provide 33 additional spaces that are not required.

- To Commissioner Bordman that the Parking Committee looked into finding parking alternatives to Old Woodward, but it was determined that using Old Woodward is the best option in order to maintain the speed and efficiency of the valet during high-traffic times.
- To Commissioner DeWeese that Brown Street was discussed extensively and did not receive favorable reviews from the Parking Committee as an alternative.

Commissioner Hoff stated that the eight metered spaces being discussed seem to hold a lot of value, and that the proposed building does not have a lot of parking.

Commissioner DeWeese explained that for every space of on-street parking removed the City will need to provide garage parking, and that the City is not getting a sufficient amount back for the use of public space. He continued that:

- The number of spaces removed should be considered carefully.
- While the applicant may want this much street space, they may not need this much space.
- The compensation estimates are based on an assumption that the meters would not be utilized full-time, which Commissioner DeWeese questions.

Commissioner Sherman offered that the amounts being considered are consistent with the application for parking while utilizing meters on the street, and requested that Chief Clemence come forward and explain the methodology for calculating the costs.

Chief Clemence clarified that the amounts represent the amount of revenue the City would make per year if there were metered parking there, and that these numbers represent the number of spaces that would have been available on Old Woodward after the re-design.

Mayor Nickita stated that the issue is whether the current standard of compensation is appropriate going forward, and that the Commission can direct the Advisory Parking Committee to take a look at that. He continued that a move to revise standards at this time, however, is not pertinent to the current proposal before the Commission.

Richard Rattner, developer, explained that:

- The biggest focus over many months of study was the maintenance of efficient traffic flow outside of the hotel.
- Both Birmingham's traffic consultants and Lorient put immense effort into making sure
 that the hotel would not stop traffic on Old Woodward. Adding a second level of
 underground parking to keep the valet process expedient and to keep the flow moving
 by having enough spaces on the street that lead to the underground garage are two of
 the ways the issue will be addressed.
- He believes Lorient's architects included a separate entrance and egress to promote internal traffic flow within the garage.
- The development will have as many valets as needed.

City Engineer O'Meara explained to Mayor Pro Tem Harris that the only spaces being removed are the ones needed to keep the driveway operating safely.

Commissioner Bordman stated concern that there would not be sufficient parking for the number of people the 4,823 sq. ft banquet room could contain.

Mr. Rattner explained that if there were a large event, the cars would be brought underground by a valet and then moved from the underground parking to a different parking facility off-site as necessary. This allows Old Woodward to be unobstructed.

Commissioner Sherman said Lorient should not need eight metered spots – or 110 ft. – cleared, when hotels in other cities are able provide valet service with fewer. He continued that requesting eight spots for valet, instead of one or two, is unnecessary and an attempt to plan for the occasional large event instead of the hotel's day-to-day operations.

Commissioner Bordman explained that while the goal of maintaining traffic flow on Old Woodward is commendable, the Commission is also tasked with looking out for the interests of pedestrians and retailers, both of whom may be negatively impacted by the loss of eight metered spots.

Mr. Rattner expressed understanding and stated he would not want to make a change to the number of spaces in his request until he can re-consult with the City's traffic engineers.

Commissioner Hoff suggested to Mr. Rattner that he revisit the project with an eye towards addressing the Commission's concerns, specifically:

- Increasing walkability, which is challenged with cars coming in and out on Old Woodward, and;
- The location of the valet entrance and exit from the garage.

Mayor Nickita added that the Commission can only grant what is necessary in the way of a request like this, and not what is desired. He suggested that the option of Brown Street be reconsidered. He finished that while the Commission seeks to prevent traffic congestion, they need to protect other City interests as well.

The Commission took no action.

10-269-17 ORDINANCE AMENDMENT FOR HISTORIC DESIGNATION OF 927 PURDY

From Senior Planner Baka's staff report to City Manager Valentine dated October 10, 2017:

In March of 2016 the owner of the house located at 927 Purdy, Luis Barrio, requested that the City Commission consider designating his home as a historic structure within the City of Birmingham. In accordance with this request, the City Commission passed a resolution directing the Historic District Study Committee to prepare a study committee report evaluating the home for historic designation as outlined in section 127-4 of the City Code, Establishing additional, modifying, or eliminating historic districts.

The committee has prepared a final report with its recommendations which is now ready for consideration by the City Commission for the establishment of a new historic district.

Senior Planner Baka provided history of the house and the owners. He then confirmed for Commissioner Hoff that while the house had aluminum siding at one time, wood siding has been restored on the home.

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Williams Williams Rattner & Plunkett, P.C. Attorneys and Counselors

380 North Old Woodward Avenue Suite 300 Birmingham, Michigan 48009

Tel: (248) 642-0333 Fax: (248) 642-0856

Richard D. Rattner rdr@wwrplaw.com

March 1, 2018

Hand-delivery and e-mail pomeara@bhamgov.org

City of Birmingham 151 Martin Street Birmingham, MI 48009

Attn: Jana Ecker, Planning Director Paul O'Meara, City Engineer

Timothy Currier, City Attorney

Re; License Agreement for Parking; Woodward Brown Ventures, LLC ("Applicant")

Dear Ms. Ecker, Mr. O'Meara, and Mr. Currier:

The Applicant requests review of its proposed curbside valet lane at 298 S. Old Woodward.

This matter was previously before the Advisory Parking Committee (APC) on August 2, 2017, at which time the APC recommended removal of 5 current parking spaces at the curb along 298 S. Old Woodward (8 spaces under the Woodward reconstruction plan), in order to accommodate the Daxton Hotel's valet lane. The City Attorney drafted a license agreement to memorialize the Applicant's annual payment for the removal of the metered parking spaces. The City Commission requested further review of the valet lane and removal of less than all 5 metered spaces. The Applicant was asked to (i) provide a traffic analysis for the placement of the hotel's valet operation on Brown Street with the assumption that Brown Street would be modified for two-way traffic with one lane in each direction; and (ii) consider removal of less than 5 current spaces for the valet lane along S. Old Woodward. We have accomplished both tasks.

The Brown Street Study

Enclosed is a Memorandum by Michael G. Darga, P.E., the traffic engineer who conducted the traffic analysis requested by the City. The study reveals that a Brown Street valet operation would result in the doubling of morning-peak traffic delays at the intersection of Old Woodward and Brown. Further, a Brown Street valet operation would increase evening peakhour traffic delays by 60%. Based on this data, a relocation of the valet service to Brown Street

Jana Ecker, Planning Director Paul O'Meara, City Engineer Timothy Currier, City Attorney March 1, 2018 Page 2



does not seem to be a satisfactory alternative for the City.

Use of Fewer Angled Spaces than Original Request

In addition, the Applicant has considered and, while not ideal, could accommodate a valet lane that is two angled metered spaces less than the 8 angled spaces initially requested. See the enclosed rendering of the valet lane with two angled metered spaces. A 4-car valet lane is consistent with existing hotel valet operations in the City.

To minimize interference with traffic at the intersection of S. Old Woodward and Brown Street, it is best for the two remaining metered spaces to be located immediately to the south of the hotel garage exit ramp. Also, as is permitted with other valet services in the City, the Applicant should have the ability to bag the two meters when necessary at peak times and for events, in order to prevent traffic congestion on S. Old Woodward. Therefore, at no-peak times, this configuration would leave space for 4 cars to queue in the curbside valet lane.

Please contact the undersigned should you have any questions or comments.

Very truly yours,

WILLIAMS, WILLIAMS, RATTNER & PLUNKETT, P.C.

cc: Mark Mitchell David Berman

Michael Kitchen

MEMORANDUM



TO:

Richard Rattner, Esq.

Williams, Williams, Rattner & Plunkett, P.C.

FROM:

William Stimpson, P.E., Senior Traffic Engineer

CC:

Michael G. Darga, P.E.

SUBJECT:

Birmingham Boutique Hotel / Evaluation of EB Brown with Single Lane and No EB Left Turns

DATE:

January 30, 2018

Late last year, Giffels Webster was asked by the City to consider the feasibility of shifting the hotel's valet service area from the Old Woodward frontage to the Brown Street frontage. The objective of such a shift would be to preserve existing parking spaces along the hotel's Old Woodward frontage.

Our memo of 12-08-17 addressed the operational impacts of the one-lane reduction in EB Brown that would be necessary to relocate the valet service area. These impacts included the possibility of more frequent backups into the travel lanes due to a Brown Street service area accommodating fewer (4-5) vehicles; pedestrian safety issues at the Brown/Old Woodward crosswalks; and increased delays for both EB traffic and the overall intersection. To further illustrate the delay issue, animation videos of peak-hour traffic with one versus two EB lanes were provided; these showed significantly longer EB queues on the red signal.

As a follow-up to the above analysis, we have been asked to consider the impacts of not only limiting EB Brown to a single lane, but also prohibiting left turns from that lane. It is assumed in the current resulting analysis that vehicles otherwise turning left from Brown onto Old Woodward will, instead, use Pierce and Merrill Streets to reach Old Woodward at its signalized intersection with Merrill. For this rerouting to be effective, advance signage would be required at both the Brown/Pierce intersection and within the City's Pierce Street parking deck, accompanied by suitable police enforcement activity.

The Synchro traffic simulation model was again used to predict intersection delays and associated levels of service. The model runs are detailed in the attached printouts and summarized in Table 1. A five-minute animation video for the more critical PM peak hour is being provided separately.

Table 1. Average Delays for Three Alternative Lane Configurations on EB Brown Approach¹

Part of	Two EB	Lanes ²	One EB Lane, N	lo Restrictions ²	One EB Lane,	No Left Turns
Intersection	AM Peak Hr	PM Peak Hr	AM Peak Hr	PM Peak Hr	AM Peak Hr	PM Peak Hr
Overall	20.9	24.3	40.8	39.1	29.2	32.4
EB Only	30.6	29.1	78.8	42.4	46.3	44.4

¹ In each case, it is assumed that the existing 80-sec signal cycle would be re-optimized for the forecasted volumes.

² See details in Giffels Webster memo of 12-08-17.

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Movement	EBL	EBI	EBR	WBL	WET	War	NELS	NBT	NER	SEL	8311	SBF
Lane Configurations	THE STATE OF THE S	4		7	1		Y	4	7	7	7	
Traffic Volume (veh/h)	0	248	123	15	182	30	305	204	69	61	183	251
Future Volume (veh/h)	0	248	123	15	182	30	305	204	69	61	183	251
Number	7	4	14	3	8	-18	5	2	12	1	6	16
Initial Q (Qb), veh	0	0	0	0	0	0	0	. 0	0	0	0	0
Ped-Bike Ad (A pbT)	1:00		1.00	1.00	12	, 0.94	1.00		₹0.98	0.99		0.98
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1,00	1.00	0.85	1.00	1.00	1.00
Adj Sat Flow, yeh/h/ln	0	1782	1800	1765	1765	1800	1765	1765	1765	1748	1748	1800
Adj Flow Rate, veh/h	0	282	140	18	219	36	351	234	79	67	201	276
Adj No. of Lanes	10		0.	1.1	1	0	9	1	1	1	1	0
Peak Hour Factor	0.88	0.88	0.88	0.83	0.83	0.83	0.87	0.87	0.87	0.91	0.91	0.91
Rercent Heavy Veh, %	(0)		water of the state	2	2 -	2.	2	2	2	3	3	. 3
Cap, veh/h	0	323	160	132	421	69	395	993	702	555	371	509
Arrive On Green	0.00	0.29	0.29	0.29	0.29	0,29	0.58	0.56	0.56	0!56	0.56	0.56
Sat Flow, veh/h	0	1124	558	864	1463	241	822	1765	1248	939	659	905
Grp. Volume (v), veh/h	(0)	0	422	, 18	0	255	351	234	79	67	0-	477
Grp Sat Flow(s), veh/h/ln	0	0	1681	864	0	1704	822	1765	1248	939	0	1565
Q:Serve(g_s), s	0.0	0.0	19:1	1.6	(0,0)	10.0	29.6	5.4	2.4	3.1	0.0	15.4
Cycle Q Clear(g_c), s	0.0	0.0	19.1	20.7	0.0	10.0	45.0	5.4	2.4	8.5	0.0	15.4
Prop In Lane	0.00		0.33	1.00		0:14	1.00		1:00	1!00		0.58
Lane Grp Cap(c), veh/h	0	0	483	132	0	490	395	993	702	555	0	880
V/C Ratio(X)	0.00	0.00	0.87	0:14	0.00	0,52	0.89	0.24	0.11	0.12	0.00	0.54
Avail Cap(c_a), veh/h	0	0	483	132	0	490	395	993	702	555	0	880
HCM Platoon Ratio	1.00	1.00	1.00	1:00	1:00	1.00	(1:00)	1:00	1.00	1.00	1:00	1.00
Upstream Filter(I)	0.00	0.00	1.00 27:1	1.00	0.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh incr Delay (d2), s/veh	0.0	0.0	19.2	37:0	0.0	23.9	27.1	8:8	8.2	111.0	0.0	1110
initial Q Delay(d3);s/veh	0.0	0.0	0.0	2.1 0.0	0.0	3.9	24.5	0.6	0.3	0.4	0.0	2.4
%ile BackOfQ(50%),veh/ln	0.0	0.0	11.4	0.5	0.0	(0:0) 5.2	0.0	0:0	0.0	0:0	0:0	0.0
InGrp Delay(d);s/veh	0.0	0.0	46.3	39.1	0.0	27.8	10.4 51.7	2.8 9.4	0.9	0.9	0.0	7.1
LnGrp LOS	U.U	U.U.	40.5 D	D	UiU	-	and the same of th		8.5	11:4	0.0	13.4
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Approach Delay, s/veh		46.3						664			544	
Approach LOS		40.3 D			28.5			31.6	Carrier (1982)		13.2	erantine and
		UNIT									B	
inter	1	2_	3	4)	5	6	7/	8.				
Assigned Phs		2	10.4	4		6		8		210704		E 2
Phs Duration (G+Y+Rc), s		51.0		29.0		51.0		29.0		MOCHANISTINA AND COMM.		PARTICIPATE OF THE PARTIES OF THE PA
Change Period (YHRc), s		6.0		6.0		6.0		6.0				
Max Green Setting (Gmax), s		45.0		23.0		45.0		23.0		And an artist of the second		Proceedings.
Max Q Clear Time (g_c+l1), s		47:0		21:1		17:4		22:7				
Green Ext Time (p_c), s		0.0		0.2		0.8	-	0.0		A STATE OF THE STA		
Massalon Sunnay												
HCM 2010 Ctrl Delay		- Transport	29.2									
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Lane Configurations		7+		4	7>		7	4	7	7	1	
Traffic Volume (veh/h)	0	380	232	37	189	69	171	254	49	106	255	171
Future Volume (veh/h)	0	380	232	37	189	69	171	254	49	106	255	171
Number	7	4	14	3	8	18	5	2	12	1	6	16
Initial Q (Qb), veh	0 1.00	0	0	0	0	0	0	0	0	0	0	0
Ped:Bike Adj(A pbT)	THE PERSON NAMED IN COLUMN TWO IS NOT THE OWNER.		0.99	1.00		0.97	1:00	1990	0.93	0.98		0.93
Parking Bus, Adj Adj Sat Flow, veh/h/in	1,00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.80	1.00	1.00	1.00
Adj Flow Rate, veh/h	0,	1782	1800	1782	1782	1800	1765	1765	1765	1765	1765	
Adj No of Lanes	0	427	261 0	42	215	78	184	273	53	115	277	186
Peak Hour Factor	0.89	0.89	0,89	0.00	0.00	0.00	9 9 9 9	344分别可能是一种现	1	1		0
Recent Heavy, Veh; %	0.09	U.09	0.09	0.88	0.88	0.88	0.93	0.93	0.93	0.92	0.92	0.92
Cap, veh/h	0	451	275	117	541		2	21	2	2	2	
Arrive On Green	0.00	0.44	0.44	0.44	0.44	196 0.44	234 0.41	728 0.41	463 0.41	373	394	265
Sat Flow, veh/h	0	1030	630	683	1237	449	833		- Attiched and the said of the	0.41	0.41	0.41
Grp Volume(v); veh/h	0	1030	(688)	42				1765	1121	928	956	642
Grp Sat Flow(s), veh/h/ln	0		1660		0	293	184	273	53	115	0	463
Q Serve(g_s) is	0.0	0.0	31.9	683	0.0	1686 9,5	833	1765	1121	928	0	1598
Cycle Q Clear(g_c), s	0.0	0,0	31,9	35.0	0.0	Personal Property and Personal Property lies	13.8	8.6	2.3	7.9	0:0	19.2
Propile Lane	0.00	U,U	0.38	35.0	U.U	9.5 0.27	33,0	8.6	2.3	16.5	0.0	19.2
Lane Grp Cap(c), veh/h	0.00	0	726	117	0	738		700	1.00	1.00		0:40
V/C Ratio(X)	0.00	0.00	0.95	0.36	0.00	0.40	234 0.79	728 0.38	463 0.11	373	0	659
Avail Cap(c_a), veh/h	0.00	0.00	726	117	0.00	738	234	728	463	0.31 373	0.00	0.70
HCM Rialoon Ratio	1.00	1.00	1.00	1.00	1:00	1.00	1.00	1:00	1:00	3/3 1:00	0 1.00	659
Upstream Filter(I)	0.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	0.00	1:00
Uniform Delay, (d), s/veh	0.0	0.0	21:6	39.0	0.0	15.3	34.6				0.00	1.00
Incr Delay (d2), s/veh	0.0	0.0	22.8	8.4	0.0	1.6	22.8	1.5	0.5	2.1	0.0	6.2
nital QDelay(d3);s/veh	10.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.0	0.0	19.1	1.2	0.0	4.7	5.5	4.5	0.8	2.2	0.0	9,5
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MEMORANDUM



TO:

Richard Rattner, Esq.

Williams Williams Rattner & Plunkett, P.C.

FROM:

William Stimpson, P.E., Senior Traffic Engineer

CC:

Michael G. Darga, P.E.

SUBJECT: Birmingham Boutique Hotel / City's Suggestion of a Brown Street Valet Service Area

DATE:

December 8, 2017

Giffels Webster has been asked by the City to consider the feasibility of shifting the hotel's approved valet service area from the Old Woodward frontage to the Brown Street frontage. The primary objective of such a shift would be to preserve existing parking spaces along the hotel's Old Woodward frontage. This memo addresses the traffic operational issues involved with such a site plan change.

The Concept

Figure 1 (attached) shows a total Brown Street frontage of approximately 150 feet, referenced to the marked crosswalk on the eastbound Brown approach to Old Woodward. At the east end of this frontage, vehicles should not be permitted to stop for a significant period of time for a valet operation within 20 feet of the crosswalk (by State law). At the west end of the frontage, at least 30 feet should be kept open for the hotel's garage entrance drive and associated turning radii. This would leave about 100 feet of curb space for a valet service area, assuming that Brown's existing westbound lane is removed from service by narrowing the street to two travel lanes. One hundred feet of valet service area would accommodate only 4-5 passenger-size vehicles.

Operational Impacts

The above proposal would have several negative impacts relative to safe and efficient traffic operations, as follows:

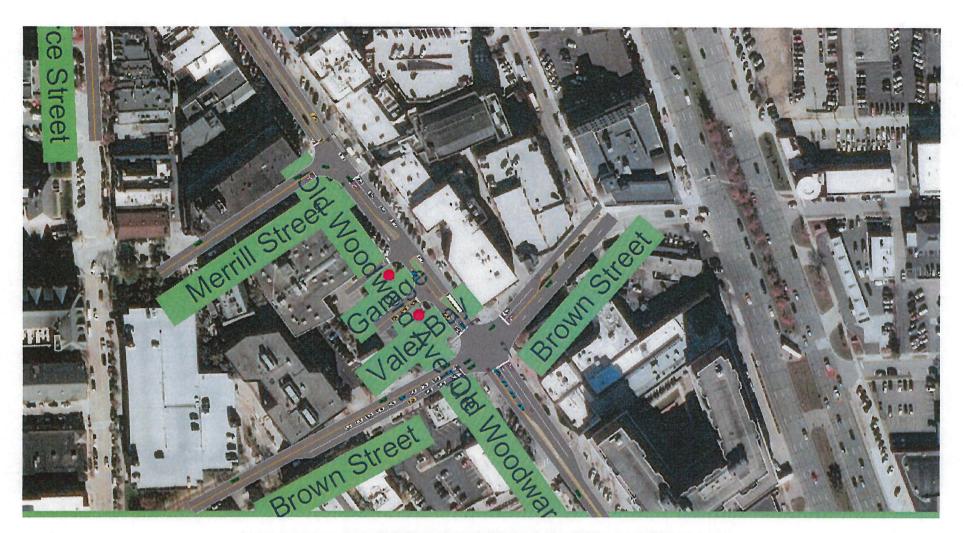
_	A Brown Street valet service area would accommodate 1-2 fewer vehicles than the
	approved area on Old Woodward. This would at least marginally increase the possibility
	of a spillback into the travel lanes and therefore complicate the safe and efficient
	management of valet operations.

- Potential short-term backups from a Brown Street valet service area could endanger pedestrians crossing both Brown and Old Woodward at the intersection's northwest corner. Such backups could also unexpectedly delay vehicles about to turn right from Old Woodward onto Brown; unexpected delays of this nature could contribute to rear-end crashes.
- Deleting one of the two eastbound travel lanes on Brown would not only increase delays for all eastbound traffic at the intersection – due to longer-delayed left-turn vehicles sharing a

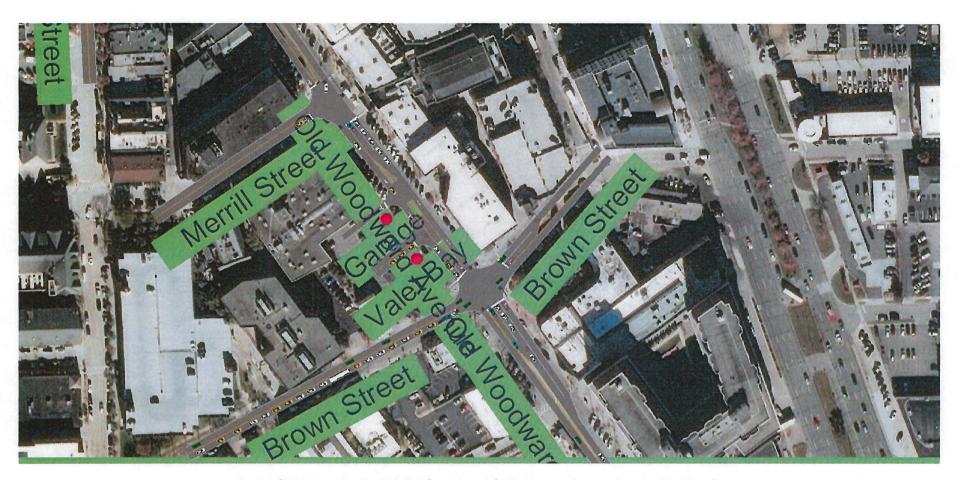
Giffels Webster • 6303 26 Mile Rd, Suite 100, Washington, MI 48094 • 586.781.8950

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raffic Volume (veh/h)	58	248	123	15	182	30	305	204	69	61	183	>251
Future Volume (veh/h)	58	248	123	15	182	30	305	204	69	61	183	251
Number	7	4	14	3	8	18	5	2	12	4	6	16
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Red Bike Adj(A pbTi)	0.97		0.94	1.00		0.94	1.00		0.98	0.99		0.98
Parking Bus, Adj	1.00	1,00	1.00	1.00	1.00	1.00	1.00	1.00	0.85	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1800	1782	1800	1765	1765	1800	1765	1765	1765	1748	1748	1800
Adj Flow Rate, veh/h	66	282	140	18	219	36	351	234	79	67	201	276
Adj No. of Lanes	0	1	0	31	র	0	1	4	4	9	3	2.0
Peak Hour Factor	0.88	0.88	0.88	0,83	0.83	0.83	0,87	0.87	0.87	0.91	0.91	0.91
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Cap, veh/h	90	262	121	207	458	75	365	949	670	528	354	486
Arrive On Green	0.31	(0.31	0.31	0.31	0.31	0.31	0.54	0.54	0.54	0.54	0.54	0.54
Sat Flow, veh/h	125	838	388	865	1465	241	822	1765	1247	939	659	905
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Cycle Q Clear(g_c), s	25.0	0.0	0.0	2.8	0.0	9.7	43,0	5.7	2.5	8.9	the same of the sa	16.2
Prop in Lane	0.14	0.0	0:29	1.00	0.0	0.14	1100	J./	1:00	1.00	0.0	16.2
Lane Grp Cap(c), veh/h	473	0	0.20	207	0	533	365	949	670	528	0	0.58
V/C Ratio(X)	1:03	0.00	0.00	10.09	0.00	0.48	0,96	0.25	0.12	0.13	0.00	840
Avail Cap(c_a), veh/h	473	0.00	0	207	0.00	533	365	949	670	528		0.57
HCM Platoon Ratio	1.00	1.00	1:00	1.00	1:00	1.00	11.00	1.00	1:00	1.00	0 1.00	840
Upstream Filter(I)	1.00	0.00	0.00	1.00	0.00	1.00	1,00	1.00	1.00	1.00	THE PERSON NAMED IN	1.00
Uniform Delay, (d); s/veh	29.2	0.0	10:0	19.9	0.00	22.2	29.5	9.9	9.1	12.2	0.00	1.00
Incr Delay (d2), s/veh	49.6	0.0	0.0	0.8	0.0	3.1	38.4	0.6	0.4	0.5	The state of the s	12:3
initial Q Delay(d3),s/veh	(0,0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	2.8
%ile BackOfQ(50%),veh/In	16.9	0.0	0.0	0.3	0.0	5.0	11.6	2.9	0.9	The second second		0.0
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Future Volume (veh/h)	76	380	232	37	189	69	171	254	49	106	255	171
Number:	7	4.	14	3	8	18	35	2	12	1	6	16
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
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Adj Sat Flow, veh/h/In	1800	1782	1800	1782	1782	1800	1765	1765	1765	1765	1765	1800
Adj Flow Rate, veh/h	85	427	261	42	215	78	184	273	53	115	277	186
Adj No. of Lanes	0	1	0	1	1	0	1	1	. 1	1	1	0
Peak Hour Factor	0.89	0.89	0.89	0.88	0.88	0.88	0.93	0.93	0.93	0.92	0.92	0.92
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Arrive On Green	0.49	0.49	0.49	0.49	10.49	0.49	0.36	0.36	0.36	0.36	0.36	0.36
Sat Flow, veh/h	130	904	528	683	1239	449	833	1765	1111	927	952	639
Grp.Volume(v), veh/h	7.73	0	0	42	0	293	184	273	53	115	0	463
Grp Sat Flow(s), veh/h/ln	1563	0	0	683	0	1688	833	1765	1111	927	0	1591
Q Serve(g s), s	30,2	0.0	0.0	0.0	0.0	8.6	8.1	19.3	2.6	8.5	0:0	20.9
Cycle Q Clear(g_c), s	39.0	0,0	0.0	7.4	0.0	8.6	29.0	9.3	2.6	17.9	0.0	20.9
Prop In Lane	0.11	1 7	0.34	1.00		0.27	1.00		1:00	1.00		0.40
Lane Grp Cap(c), veh/h	812	0	0	223	0	823	174	640	403	318	0	577
V/C Ratio(X)	0.95	0.00	0,00	0.19	0:00	0.36	1.06	0.43	0.13	0:36	0.00	0.80
Avail Cap(c_a), veh/h	812	0	0	223	0	823	174	640	403	318	0	577
HCM Platoon Ratio	1.00	1.00	1.00	1,00	1.00	1.00	1.00	1:00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	0.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	20.5	0.0	0:0	12.4	0.0	12.7	38.1	19.2	17:1	26.0	0.0	22.9
Incr Delay (d2), s/veh	21.9	0.0	0.0	1.9	0,0	1.2	84.2	2.1	0.7	3.2	0.0	11.3
Initial Q Delay(d3),s/veh	0.0	0:0	(0.0)	0.0	0.0	0,0	0:0	10.0	0,0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	21.9	0.0	0.0	0.7	0.0	4.3	7.9	4.9	0.9	2.5	0.0	10.9
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Typical EB Queuing in PM Peak Hour with Two-Lane Brown Street Approach



Typical EB Queuing in PM Peak Hour with One-Lane Brown Street Approach

City of Birmingham ADVISORY PARKING COMMITTEE REGULAR MEETING

Birmingham City Hall Commission Room 151 Martin, Birmingham, Michigan Wednesday, March 7, 2018

MINUTES

These are the minutes of the Advisory Parking Committee ("APC") regular meeting held on Wednesday March 7, 2018. The meeting was called to order at 7:30 a.m. by Chairman Al Vaitas.

Present: Chairman Al Vaitas

Vice-Chairperson Gayle Champagne Anne Honhart (arrived at 7:36 a.m.)

Steven Kalczynski Lisa Krueger

Judith Paskiewicz

Absent: None

SP+ Parking: Catherine Burch

Sara Burton Jay O'Dell

BSD: Ingrid Tighe

Administration: Austin Fletcher, Asst. City Engineer

Tiffany Gunter, Asst. to the City Manager

Paul O'Meara, City Engineer

Carole Salutes, Recording Secretary

Ingrid Tighe, Birmingham Shopping District

RECOGNITION OF GUESTS (none)

MINUTES OF REGULAR MEETING OF FEBRUARY 7, 2018

Motion by Ms. Champagne Seconded by Ms. Krueger to accept the Minutes of February 7, 2018 as presented. Advisory Parking Committee Proceedings March 7, 2018 Page 2 of 13

Motion carried, 5-0.

VOICE VOTE:

Yeas: Champagne, Krueger, Kalczynski, Paskiewicz, Vaitas

Nays: None Absent: Honhart

<u>PUBLIC HEARING</u> PARKING LOT #6 REHABILITION/EXPANSION

The public hearing opened at 7:35 p.m.

After reviewing the current conditions with an engineering consultant, Hubbell Roth & Clark ("HRC"), the following three options have been prepared in conceptual plan format, with cost estimates attached:

OPTION 1 – RESURFACE EXISTING LOT

The plan shows the areas of the lot that have not been repaved in 20 years. (The remainder of the area was repaved last year as a part of an Oakland County sewer relocation project.) It is envisioned that the top two inches of asphalt would be removed and replaced, with other various base repair work as needed. In order to enhance the area some, arborvitae are proposed to be installed along the east edge of the lot, between the existing mature evergreen trees. Such a project would give the entire lot a new fresh look, but would do nothing to enhance its capacity or storm water quality. The engineer's estimate for this work, including a contingency, is \$242,000.

OPTION 2 – <u>PROVIDE MINOR EXPANSION TO EAST, AND RESURFACE EXISTING LOT</u>

The plan depicts the small 4 ft. wide expansion to the east. The expansion would attempt to save the existing evergreen trees to the east, as well as supplement them with new arborvitae, as in Option 1. The curb relocation would allow for an increase in capacity by 14 parking spaces, or an expansion of 10%. Such a project would give the entire lot a new fresh look. It would do nothing to enhance its storm water quality. The engineer's estimate, including a contingency, is almost \$290,000. During the study of this area, the City's forestry consultant has acknowledged that the existing evergreen trees planted along the east edge of the lot have passed their prime and several have been removed already through the intervening years. Of the ones that remain, several are diseased and in

Advisory Parking Committee Proceedings March 7, 2018 Page 3 of 13

decline, although others are still strong. Undertaking this option would likely result in damaging the root structure of some of the trees, which may result in further losses in the coming years.

OPTION 3 – <u>PROVIDE GREATER EXPANSION TO THE EAST, PROVIDE STORM WATER QUALITY IMPROVEMENTS, AND RESURFACE EXISTING LOT</u>

Considering the current status of the adjacent evergreen trees, the third plan has proposed their removal, and depicts a 20 ft. expansion to the east, thereby accommodating an expansion of 34 parking spaces. To improve upon the aesthetics and storm water quality of the lot, a bioswale has been proposed behind the east curb edge. The bioswale would be enhanced with plantings that would work as a filter to stop pollutants coming off the lot before they enter the river. The new curb would have several openings to allow storm water to flow into the bioswale. In the lowest area, at the southeast corner, the existing concrete spillway would be removed in favor of a stone lined sedimentation basin. The basin would allow all of the storm water to flow very slowly into the river, allowing pollutants and sediment to drop out of the water before entering the river. Given the close proximity to the river, and the work within the floodplain, the design would have to be approved by the Michigan Dept. of Environmental Quality ("MDEQ"). If done correctly, we assume the MDEQ would endorse this voluntary effort to improve the storm drainage design of an existing parking lot. If this design moves forward, a closer look at the vegetation in the area is recommended. Undesirable or invasive species could be removed and replaced with more desirable plantings that could provide an improved aesthetic and screening effect for the adjacent residential area. Such a project would provide improvements to the lot in many ways, and would also improve the capacity of the lot by 24%. The total cost of this option, including contingency, is estimated at almost \$500,000.

If Option 3 is elected, there is a significant expenditure proposed that can be categorized as an environmental improvement. Currently unfiltered storm water that picks up oil and dirt from the lot is directed straight into the Rouge River. By installing a bioswale and settling basin, the storm water would flow slower and be filtered before entering the river. Such an improvement would qualify for consideration of a grant.

Two grant opportunities are identified by our engineer, HRC. In general terms, it is estimated that the cost of the environmental improvements totals \$163,000. If the City receives a grant of 75% of this amount, a savings to the parking system of about \$100,000 could be accomplished. Acquiring the grant would likely result in a delay of an additional year, moving the project to 2020 construction. Delaying the work until 2020 is problematic not only in terms of not bringing any

Advisory Parking Committee Proceedings March 7, 2018 Page 4 of 13

relief to the parking issues in this area, but it also would then conflict with the planned Maple Rd. Paving Project planned downtown during the same time.

Responding to Ms. Champagne, Mr. O'Meara said this would be an early 2019 project if they do not attempt to get the grant. There is a nominal cost to apply for the grant. They are looking at gaining about \$160,000 with the grant that would just cover the environmental costs and not the paving. Getting the grant would not be a sure thing. The least disruption to the community would be to build the whole project at once.

Mr. O'Meara went on to describe how construction would proceed with the least disturbance to the public and to the Farmer's Market.

Mr. Jamie Burton, Environmental Engineer from HRC, said they will pick Michigan native plants for the bioswale that will slow the water down and take up the nutrients. The goal will be for long-term low maintenance.

Mr. O'Meara verified for Mr. Kalczynski that a parking space in a structure costs \$25,000 to \$30,000. Chairman Vaitas compared that cost with how much a space would be using Option 3, which is about \$6,500.

Mr. O'Meara responded to Dr. Paskiewicz's question about adding in the picnic tables and seating from the Farmer's Market if Option 3 proceeds. He explained they could curve the swale around so that it leaves green space behind the curb and creates seating areas. It was mentioned that the arborvitae would block headlights from residences to the east.

The Chairman took comments from the audience.

Mr. Joe Finessi, business owner in the area, said the payback on \$6,500 would be about three years or less. Therefore, it makes sense to go through with it.

Haley said she runs Luigi Bruni at the north end of Old Woodward Ave. They have 32 employees and over half have parking passes for Lot #6, but a majority of the time they have to pay for parking in other spots in addition to paying for their pass. Their 4,000 sq. ft.business is being impacted the most. The lot is in shambles with many potholes and it is not appropriate for either consumers or for their staff to park. She thought it is imperative that the lot gets done sooner rather than later.

Mr. Brian Najor, Najor Companies, 600 N. Old Woodward Ave. said they own 600 through 640 N. Old Woodward Ave. They think the lot is in immediate need of repair with its many potholes and distress cracks. The cost for a space is pretty cheap compared to what a space in a structure costs. The ability to park

Advisory Parking Committee Proceedings March 7, 2018 Page 5 of 13

on the side streets has been taken away from business owners because of resident complaints. Therefore they need to utilize the opportunity to get about 34 more spots.

Ms. Tonia Schrem spoke to represent one of the businesses in the 600-620 Building. She stated they need to see some urgency from the Parking Committee. They are losing business because their clients cannot find a place to park and end up turning around and leaving.

Mr. Joe Bongiovanni, said he represents three businesses, Market, Luxe Bar and Grille, and Salvatore Scaloppini; but also is a future homeowner at 680 Brookside. The employee parking element of this discussion is vital. As far as they are concerned as business people, all of the spots near their restaurants are expected to be for customers. He thought some form of a shuttle should be set up that would be beneficial to them.

Ms. Tammy Marinella represented 800 N. Old Woodward, Brogan and Partners. They have 27 employees and they spend \$5,800/quarter for parking. They have 19 passes but ten of their employees have to use the meter parking which doubled in price in the last six months. The City will make up the \$6,500/space with just one company's parking pass expense.

Ms. Helen Fratell, the owner of Birmingham Wine, said she is one person with no employees and can't get a parking pass. If she pays for meter parking she can't pay her rent at the end of the month. So any spots would be a huge help.

Ms. Carolyn Butcher said she works for Norm Ziegelman Architects at 800 N. Old Woodward Ave. They are desperate for parking. There are no spots. With the construction next door they have lost five spots. It's not just employees trying to park, now there are construction workers as well.

Mr. Robert Greenstone from Greenstone Jewelers on 430 N. Old Woodward Ave. pointed out that Tuesday through Friday every street metered space is used from 11:30 a.m. to 2:30 p.m. all the way to Euclid and beyond. Wednesday through Friday Lot #6 is completely jammed. With the Brookside Condominium construction along N. Old Woodward Ave. they have lost 16 street spaces on the west side of N. Old Woodward Ave. and at least an equal number on the surface lot connected to the N. Old Woodward Parking Structure. All of the additional spaces that are potentially available would be most welcomed by the patrons of the businesses.

Mr. Marvin Acho from One Source, 600 N. Old Woodward Ave., said he has had his parking pass for about eight years. It has gotten more and more frustrating for him every Wednesday, Thursday, and Friday because it is too tough to find a

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parking spot from 11 a.m. to 2:30 p.m. He thought the extra parking spots would help.

Ms. Kay Huberty, Certified Nutritional Consultant in private practice at 600 N. Old Woodward Ave. said her patients cannot get in for their health care appointments because they cannot find parking. She strongly endorsed Option 3 and the possibility of more parking for clients.

Mr. Bongiovanni said their three restaurants will wholeheartedly try to maneuver their employees to off-site shuttle lots if the cost is zero or minimal compared to parking in the garage or on-street.

Ms. Gunter stated that the focus of the parking consultant that they selected concerns the demand issues that have come up today. Internally, even without the consultant's help, they have been looking at lots that could potentially be used to expand parking capacity. As part of their parking study they will be working through the BSD and with the merchants to survey and find out the likelihood of folks adapting to that option.

Ms. Honhart noted they have offered this before to companies in Birmingham and the companies have not shown interest. Yet, people still expect the City to keep supplying more and more parking spaces.

Haley made one additional comment. She does not think their business is opposed to the shuttle idea. However it is not convenient for most of their staff who leave and come back at various times of the day. Instead of some of the other things that are going on in the City this parking lot is important and imperative.

Motion by Ms. Krueger

Seconded by Ms. Champagne that the APC recommends that the City Commission authorize the restoration of Parking Lot #6, using Option #3.

Motion carried, 6-0.

ROLLCALL VOTE:

Yeas: Krueger, Champagne, Honhart, Kalczynski, Paskiewicz, Vaitas

Nays: None Absent: None

298 S. OLD WOODWARD AVE.
DAXTON HOTEL VALET PARKING PROPOSAL

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Mr. O'Meara offered background. A five-story hotel is proposed for the northwest corner of S. Old Woodward Ave. and E. Brown St., the Daxton Hotel. Last July and August, the APC approved a recommendation to remove all of the metered parking in front of the property in order to make space for a valet parking zone.

At their meeting on October 16, 2017, the City Commission did not approve the recommendation. The applicant was asked to study moving the valet to Brown St., and if necessary, reduce the size of the valet on Old Woodward Ave. With the above in mind, the applicant has worked with their traffic engineering team to develop a computer model to demonstrate what would happen if the valet operation was moved to Brown St. Secondly, the applicant is now on record indicating that they can make the valet operation work with two metered parking spaces being installed just south of the proposed Old Woodward Ave. garage exit, with the provision that during times of peak occupancy, the meters could be bagged and taken out of service for additional valet staging area. Since the original proposal called for the removal of eight metered parking spaces, this new proposal is asking for the removal of just six metered parking spaces.

The City Commission has set the new rate per meter at \$5,400/year, which is calculated by using \$18/day for 300 days per year. The number of days per year reflects the fact that parking is not charged on Sundays, nor on legal holidays, which average 13 per year.

Mr. Rick Rattner, Attorney, 380 N. Old Woodward Ave., introduced Mr. Mike Darga, Traffic Engineer from Giffels Webster; Mr. Matt Schwan from Giffels Webster; and Mr. David Berman,102 Pierce St., representing the ownership group. Mr. Rattner asked that Mr. Kalczynski recuse himself from hearing this matter, but the request was refused by the Chairman.

Mr. Rattner indicated their model studies have shown that if they use Brown St. for valet service it would block the street all the way down to Pierce. The next thing they did was to see if they could cut down on the number of spaces on S. Old Woodward Ave. being used for regular valet parking. Therefore they added a second level of underground parking, which gave them a total of 56 spaces, of which 29 are required because of the residential floor. They would be used as storage space for valet. So they have done everything they can to provide more parking for the City. For special events they would bag two spaces on Brown St. for the valet.

Therefore their current reduced request in the new configuration when S. Old Woodward Ave. is redone is for six angled parking spaces along S. Old Woodward Ave. and the ability to bag two spaces for special events. Mr. Darga gave a presentation showing on the screen proposed traffic circulation patterns in and out of the parking structure during an event. Mr. Rattner hoped the

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committee would approve their reduced request for valet. It is the minimal, they think, that they can operate with and not interfere with traffic in the City.

Mr. Kalczynski noted that on Merrill and on Townsend St. there is a lot of congestion even with two or three available spaces for the Townsend valet. So, imagine the amount of congestion that will be caused by having valet on one of the main thoroughfares in town. As a result, he felt there has to be a better solution for S. Old Woodward Ave. He sees the potential for a lot of clogged traffic. Mr. Rattner replied the way valets park cars they can accommodate a total of 76 to 80 vehicles in the Daxton garage. Further, the hotel is providing off-street parking for the retailers in the City. Also, their valet never leaves the garage and blocks S. Old Woodward Ave.

Ms. Honhart inquired where the hotel employees will park. Mr. David Berman believed many of the hotel workers will use public transportation. Secondly, they recently secured 200 spaces in the Birmingham Place parking structure, which they own, where hotel employees can park.

Mr. Kalczynski commented the amount of additional parking spaces, although commendable, that will be in the new boutique hotel doesn't necessarily talk about the issue at hand, which is the clogging of the main artery of the City of Birmingham.

Mr. Berman concluded they have completed the additional work that the City requested, evaluated it, and think that it will not cause any major traffic congestion. Also, looking at the highest and best use for that site, they could have built an office building. That office building would have a zero parking requirement because it is in the Parking Assessment District. The hotel has provided 54 actual spaces, up to 80 with valet, and they are using them at offpeak times from when the office workers do not need them. In conclusion, they have done everything they can, going above and beyond what is required to help solve the City's parking problem.

There were no comments from the public at 8:55 a.m.

Motion by Ms. Champagne

Seconded by Ms. Krueger to recommend to the City Commission the removal of six metered on-street parking spaces at 298 S. Old Woodward Ave. to allow for the operation of a valet service by the adjacent property owner, in exchange for an annual payment of \$32,400 (at \$5,400/meter) to be charged annually.

Motion carried, 5-1.

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VOICE VOTE:

Yeas: Champagne, Krueger, Honhart, Paskiewicz, Vaitas

Nays: Kalczynski Absent: None

<u>PERMIT RULE CHANGE AND</u> TRANSIENT PARKING IN STRUCTURES

Ms. Gunter advised that in the third week of March 2018, the City will undergo a major reconstruction of Old Woodward Ave. and will temporarily remove 130 onstreet parking spaces. In an effort to mitigate the impact on our transient parkers and ensure full utilization of the available rooftop valet assist, Staff has drafted the following recommendation for APC consideration. The goal is to maximize availability of the first level parking spaces within the decks. The following two-part recommendation, if approved, would result in an increased capacity of 250 spaces in the existing structures and eliminate long-term parking in the prime parking spaces, located on the first floors of each structure.

- Part 1 of the recommendation involves a change in strategy for the structures that will encourage greater turnover of parking spaces in the lower levels of the structure. Staff recommends that all garages will move away from the No Parking between 7 a.m. and 9 a.m. or 7 a.m. and 10 a.m. and replace those signs with 3 hour maximum parking signs that exclude monthly permit holders from parking in these restricted spaces.
- Part II of the recommendation involves a modification to the existing permit rules that require the use of rooftop valet assist for monthly permit parkers when the structure is full. This change would be rolled out along with the parking signage suggestions and staff recommends changing the language on the monthly parking permit rules. Number 5 on the rules currently states the following:
 - 5. This permit authorizes parking only in designated areas on a first-come first-serve basis. Designated areas are striped with yellow lines. If no space is available in your designated area you may park in any available space in the structure. If the structure is full, you may park in designated areas in any other City Parking Structure (not surfaces lots).

To have the monthly parkers fully utilize their designated space in each structure Staff would like to change the language to the following:

5. This permit authorizes parking only in designated areas on a first-come first-serve basis. If all available spaces are full, you are required to use the rooftop valet service (if available) at no extra fee. If the rooftop valet is unavailable, you may park in designated areas in any other City Parking Structure. Parking spaces marked

TAB 1

CITY OF BIRMINGHAM PLANNING BOARD ACTION ITEMS OF WEDNESDAY, AUGUST 9, 2017

Item	Page
OLD BUSINESS	
Final Site Plan Review	
1. 298 S. Old Woodward Ave. (former Doctors House Call Building) Request for approval of a new five-story hotel with commercial and residential uses (postponed from July 26, 2017)	2
Motion by Mr. Williams Seconded by Mr. Koseck that the Planning Board recognizes that the applicant has addressed the comments provided by Fleis & Vandenbrink as set forth in the Fleis & Vandenbrink letter in the materials dated July 19, 2017 regarding Trip Generation and Parking Generation Assumptions and Traffic Operations and is now in compliance with the conditions set forth in the initial CIS approval.	4
tile illitiai CIS approvai.	
Motion carried, 6-0.	4
Motion by Ms. Whipple-Boyce	5
Seconded by Mr. Williams to approve the Final Site Plan & Design Review for 298 S. Old Woodward, including the use of non cut-off bollard and inground lighting in the via to the north of the building, with the following conditions: (1) Advisory Parking Committee approval of removal of eight parking	
spaces on Old Woodward Ave. or applicant must apply for revised Final Site Plan.	
 (2) Submit a revised photometric plan providing measurements for lights proposed on the property only for administrative approval; (3) Comply with the requirements of all City departments; and (4) Provide tint levels for all glazing for administrative approval. 	
Motion carried, 6-0.	5
PUBLIC HEARINGS	
1. An ordinance to amend Chapter 126, Zoning to consider changes to Article 03 section 3.04 to exclude community uses in the Redline Retail District and Article 09, Definitions to define Personal Services	5
Motion by Chairman Clein Seconded by Mr. Williams that the Planning Board of the City of	10

Item	Page
Birmingham acknowledges the importance of a vibrant, active Downtown with strong first-floor retail uses. However, tonight he moves that the Planning Board recommend that the City Commission does not adopt the definition of Personal Services as presented in the proposed amendment to Zoning Ordinance Article 9, section 9.02, Definitions, and further recommend that the City of Birmingham expedite an immediate update to	
our comprehensive City wide Master Plan in order to properly address this issue and those that surround it.	

CITY OF BIRMINGHAM REGULAR MEETING OF THE PLANNING BOARD WEDNESDAY, AUGUST 9, 2017

City Commission Room 151 Martin Street, Birmingham, Michigan

Minutes of the regular meeting of the City of Birmingham Planning Board held on August 9, 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; Alternate

Board Member Daniel Share; Student Representative Ariana Afrakhteh

Absent:

Alternate Board Member Lisa Prasad; Student Representative Isabella Niskar

Administration: Matthew Baka, Sr. Planner

Jana Ecker, Planning Director

Carole Salutes, Recording Secretary

08-148-17

APPROVAL OF THE MINUTES OF THE REGULAR PLANNING BOARD MEETING OF JULY 12, 2017

Motion by Mr. Boyle Seconded by Ms. Lazar to approve the Minutes of the Regular Planning Board Meeting of July 12, 2017

Motion carried, 7-0.

VOICE VOTE

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

Nays: None Abstain: None Absent: Prasad

APPROVAL OF THE MINUTES OF THE REGULAR PLANNING BOARD MEETING OF JULY 26, 2017 as presented

Motion by Ms. Whipple-Boyce Seconded by Ms. Lazar to approve the Minutes of the Regular Planning Board Meeting of July 26, 2017

Motion carried, 4-0.

VOICE VOTE

Yeas: Whipple-Boyce, Lazar, Boyle, Koseck

Nays: None

Abstain: Clein, Jeffares, Williams

Absent: Prasad

08-149-17

CHAIRPERSON'S COMMENTS (none)

08-150-17

APPROVAL OF THE AGENDA (no change)

08-151-17

OLD BUSINESS Final Site Plan Review

1. 298 S. Old Woodward Ave. (former Doctors House Call Building)
Request for approval of a new five-story hotel with commercial and residential uses (postponed from July 26, 2017)

Ms. Lazar recused herself from this review as well as the public hearing to amend Chapter 126. Chairman Clein also recused himself from this review because his firm is involved in the project. Mr. Share joined the board.

Motion by Mr. Williams Seconded by Ms. Whipple-Boyce for Mr. Boyle to take over as Chairman.

Motion carried, 6-0.

ROLLCALL VOTE

Yeas: Williams, Whipple-Boyce, Boyle, Jeffares, Koseck, Share

Nays: None

Recused: Clein, Lazar

Absent: Prasad

Final Site Plan

Ms. Ecker recalled the subject property is currently the site of two vacant office buildings and a surface parking lot, and has a total land area of .618 acres. It is located on the northwest corner of S. Old Woodward Ave. and Brown St. in the Downtown Overlay District. The applicant is proposing to demolish the existing buildings and surface parking lot to construct a 25,182 sq. ft., five-story mixed-use building. The building will provide ground floor retail, three floors of hotel guest rooms, and 17 residential units on the fifth floor. Parking for the residential units will be provided in the lower level of the building. As the building is located within the Parking Assessment District, no on-site parking is required for commercial uses.

On May 24, 2017, the Planning Board approved the Community Impact Statement ("CIS") and Preliminary Site Plan Review for 298 S. Old Woodward Ave. on the conditions that the applicant revise the traffic and parking study to address the comments provided by Fleis & Vandenbrink regarding the trip generation and parking generation assumptions and traffic operations,

respond to the concerns and requests of all City Departments and provide all necessary information. All of those issues have been resolved.

On August 2, 2017, The Advisory Parking Committee approved a recommendation to remove eight on-street parking meters in front of the new boutique hotel, and to charge them \$3,000 per meter per year for this benefit. The fee matches what is happening at the Townsend Hotel per a similar arrangement started in 1999.

Design Review

The applicant is proposing to utilize the following materials for the construction of the fivestory, mixed-use building:

- Dark grey granite for the base of the building (Wisp granite from Quarrastone);
- Limestone cladding for the façade of the first fourth floor facades (Grey, "Madison Café" from Quarrastone);
- Various varieties of vegetation for the green roof on the mezzanine, second level, and fifth level terraces;
- Aluminum window systems along all elevations (Low E glass with slight grey tint);
- Dark bronze coated metal to surround the windows and coping along top of the fourth and the fifth floor (Lintec, "Ascher Bronze");
- A dark bronze coated metal canopy at the main entrance on S. Old Woodward;
- Corrugated metal panels to screen the rooftop mechanical units (Lintec, "Ascher Bronze");
 and
- Aluminum and glass skylights on the S. Old Woodward Ave. elevation.

Material samples were passed around for review by the Planning Board. The applicant indicated that the garage doors will be coated metal with a grey tone. The proposed building appears to meet most of the architectural standards set out in Article 3, 04 (E) Downtown Birmingham Overlay District, of the Zoning Ordinance, as the first-floor storefronts are directly accessible from the sidewalk, the storefront windows are vertically proportioned, no blank walls face a public street, and the main entry has a canopy to add architectural interest on a pedestrian scale. The applicant has submitted calculations showing 90% of the exterior façade consists of high quality building materials (91.7% on the east façade and 90.6% on the south façade). Calculations have also been submitted for the glazing requirements outlined in Article 3, Section 3.04 of the Zoning Ordinance.

Mr. Richard Rassel, Williams Williams Rattner & Plunkett, 380 N. Old Woodward Ave., said the conditions that have been specified by the Planning Dept. are acceptable to the developer/owner. He introduced their design team: Mr. Charlie Stetson and Mr. Scott Seifers, Architects from Booth Hansen; Mr. Sweig from Giffels Webster; and Mr. David Berman with Lorient Capital, agent for Woodward Brown Ventures, LLC Ownership Group.

Acting Chairman Boyle invited the architects to talk about the finish, the design process they brought to this property, and the glazing and lighting.

Mr. Charlie Stetson gave a brief design overview of the project. He showed images of the building exterior. The ground floor is intended to create interest and excitement for pedestrians as they walk by. The via to the north is also pedestrian friendly and has an entrance to a wine bar. He described the two types of light fixtures proposed for the via. The 3.5 ft. high bollard fixture has a cut off and it shines straight down. The second fixture is in-ground with a plastic reflector uplight at the top. The proposed lighting will ensure an inviting and safe place for people to walk.

Mr. Stetson took the board through the hotel's floor plan. The mezzanine has meeting rooms that open up out onto a green roof. Acting Chairman Boyle inquired whether the managers have experience in running a green roof. Mr. Stetson replied these planting materials require very little maintenance. He went on to talk about tinting on the glazing. The ground floor windows will be as inviting and transparent as possible. Maybe a little less transparency on the upper floors. They intend to get the required tinting percentages. Signage is ultimately planned for the top of the canopy.

There were no comments from members of the public at 8:02 p.m.

Mr. David Berman with Lorient Capital responded to Mr. Jeffares that Aparium Hotels cross trains all of their staff to also valet cars. When there is an influx of vehicles pretty much anyone who works at the property can park the cars. Mr. Jeffares asked how parking would work when both the hotels in town are using the same deck for a big event. Mr. Berman said their property is located in a central location that has access to multiple parking facilities within the City. Additionally, with stacking they can get a total of 88 cars into their own parking garage.

Motion by Mr. Williams

Seconded by Mr. Koseck that the Planning Board recognizes that the applicant has addressed the comments provided by Fleis & Vandenbrink as set forth in the Fleis & Vandenbrink letter in the materials dated July 19, 2017 regarding Trip Generation and Parking Generation Assumptions and Traffic Operations and is now in compliance with the conditions set forth in the initial CIS approval.

There were no comments from the audience on the motion at 8:08 p.m.

Motion carried, 6-0.

VOICE VOTE

Yeas: Williams, Koseck, Boyle, Jeffares, Share, Whipple-Boyce

Navs: None

Recused: Clein, Lazar

Absent: Prasad

Motion by Ms. Whipple-Boyce

Seconded by Mr. Williams to approve the Final Site Plan & Design Review for 298 S. Old Woodward, including the use of non cut-off bollard and in-ground lighting in the via to the north of the building, with the following conditions:

- (1) Advisory Parking Committee approval of removal of eight parking spaces on Old Woodward Ave. or applicant must apply for revised Final Site Plan.
- (2) Submit a revised photometric plan providing measurements for lights proposed on the property only for administrative approval;
- (3) Comply with the requirements of all City departments; and
- (4) Provide tint levels for all glazing for administrative approval.

The Chairman called for public comments on the motion at 8:10 p.m.

Mr. James Esshaki, Essco Development Co. received confirmation that the eight spaces that will be removed are right in front of the property.

Mr. Peter Noonan with Bailey Schmidt, managers of the building next door, received an explanation that the via will terminate into their parking lot and not obstruct any of their parking spaces. No gate is proposed.

Motion carried, 6-0.

ROLLCALL VOTE

Yeas: Whipple-Boyce, Williams, Boyle, Jeffares, Koseck, Share

Nays: None

Recused: Clein, Lazar Absent: Prasad

08-152-17

PUBLIC HEARINGS

1. An ordinance to amend Chapter 126, Zoning to consider changes to Article 03 section 3.04 to exclude community uses in the Redline Retail District and Article 09, Definitions to define Personal Services

The Chairman opened the public hearing at 8:15 p.m.

Ms. Lazar and Mr. Share recused themselves and Chairman Clein rejoined the board.

Ms. Ecker explained that at the last meeting based on the direction memo from the City Manager, the point was to solely focus on the Personal Services definition. Thus, tonight the board will focus on Article 9, section 9.02 Definitions to add a definition for Personal Services. The proposed definition is as follows:

Personal Services: An establishment that is open to the general public and engaged primarily in providing services directly to individual consumers, including but not limited to: personal care services, services for the care of apparel and other personal items but not including business to business services, medical, dental and/or mental health services.

There has been a lot of discussion so far and Ms. Ecker briefly went through some of that history. The Planning Board started discussing retail at large in March of this year. In April and again in May there was direction from the City Commission to move forward with ordinance amendments that would provide temporary relief to halt the addition of non-retail uses into storefronts in Downtown while the Planning Board continues to study the issue of retail uses Downtown. The Planning Board talked about this at several subsequent meetings.

On June 19, 2017 the Planning Board and City Commission held a joint workshop session. At that time it was discussed that the public hearing scheduled for July 12, 2017 should be postponed. The Planning Board postponed the public hearing to August 9, 2017 to allow the Planning Board to hold an additional study session on July 12, 2017, specifically with regards to drafting a definition for Personal Services. Based on the direction by the City Commission and City Manager to review the Redline Retail Area, staff provided a review of the retail intent in the 2016 Plan, including the type of uses through the definition of retail and commercial. Within the definition of commercial the 2016 Plan said that personal services should be included and permitted in the Redline Retail District. It did not, however, define personal services.

Therefore, the City Commission has directed the Planning Board to zero in on a discussion of personal services and to draft a definition to be added to the Zoning Ordinance.

Thus, tonight the board will talk about a potential definition for personal services and what should be included in the Redline Retail District. In the direction from the City Manager that the Planning Board received, there was a recommendation not to list the businesses that are not included. However, at the last meeting the Planning Board felt they wanted to leave in the list of exclusions for business to business services, medical, dental and/or mental health services. The thought was that this list clarifies which services are allowed and which services are not allowed when reading the ordinance.

Mr. Williams received information that the Red Line Retail District stops just before Oak on the east side of Woodward and goes all the way down to Lincoln. In response to Mr. Williams, Ms. Ecker noted the City does not have a listing of all vacancies, although the BSD does have a list of some vacancies as reported by brokers and property owners. Also, the City has a list of all of the Downtown businesses, but they are not categorized as retail or non-retail under the definitions in the Zoning Ordinance.

It was concluded that in order to categorize a business the City would need a letter from them indicating what their primary business is.

Mr. Boyle noted this is a very wide spread concern among other communities and not something that is specific to Birmingham. This board is attempting to try and find a way to continue to have activity on our City streets. Mr. Jeffares thought Birmingham has been incredibly successful for being able to still have its retail environment.

Chairman Clein brought out the fact that the 2016 Plan was drafted in 1996 and it is 21 years old now. If there is ever a reason a Master Plan should be updated it is this. It will be important to have a full discussion with all stakeholders about the nature of modern businesses in our community.

Mr. Williams stated it is a mistake to downplay the Master Plan in order to have piecemeal items before it on the Planning Board's Action List. On a priority basis the board will never get to it. The Master Plan should be moved up, but this board does not control that agenda. He feels the board is currently dealing with a problem that doesn't exist.

In response to a question from the board, Ms. Ecker explained that any existing use can continue as long as it is consistent and continuous and isn't stopped for more than six months.

Mr. Jeffares thought it is very remiss that the people in this building who could be of help as part of this process are not present. At this point several board members thought the list of businesses not included as Personal Services causes more trouble than it is worth.

Chairman Clein noted the following correspondence that has been received:

- Letter dated July 27, 2017 from Joseph A. Sweeney, Intercontinental, against the definition;
- Letter dated August 4, 2017 from Paul S. Magy, Clark Hill, concerned that the planned action will erode the City's tax base by restricting the use of first floor commercial in the Redline Retail District;
- Letter dated August 8, 2017 replying to Mr. Magy from Timothy J. Currier, Birmingham City Attorney, indicating that public meetings are the place for discourse;

 Letter dated August 9, 2017 from James Esshaki, Essco Development Co., against the proposed definition and citing several buildings that would be difficult if not impossible to fill with retail.

Motion by Mr. Williams Seconded by Mr. Koseck to receive and file the four letters.

Motion carried, 6-0.

ROLLCALL VOTE

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

Recused: Lazar, Share

Nays: None Absent: Prasad

At 8:43 p.m. Chairman Clein opened up public discussion on the definition before the board.

Mr. James Esshaki, Essco Development Co., questioned how medical services cannot be considered as Personal Services. Chairman Clein responded there is strong consideration to just eliminate that from the definition. Further Mr. Esshaki asked what landlords, after spending millions of dollars for their buildings, should do with their spaces when they cannot lease them. No retailer would come in and pay money for a secondary location where there is no traffic. In his mind this is a take.

Mr. Paul Terrace, 1288 Bird, said he is a host of *Tough Talk with Terrace*, which is a public access TV show. It is his intention to tape a show with a developer and a broker and invited anyone who supports this proposal to come on his show also.

Mr. Ted Alsos, Retired Regional Manager of Ford Motor Credit Co, said he resides at 401 S. Old Woodward, unit 806. He is president of the Condominiums of Birmingham Place Master Association and is appearing on behalf of the members of the association. He read a statement to the effect that their association is opposed to the proposed action to limit the uses in the Redline Retail District. They believe that restructuring the uses in Downtown Birmingham will result in increased numbers of vacant storefronts. As vacant storefronts increase, the appeal of Downtown Birmingham decreases and correspondingly decreases values for property owners in Downtown Birmingham, if not the entire City. They are concerned that reduction of the tax base will fall on the residents. Lastly, the Association firmly believes that landlords need flexibility to cope with the changing market conditions for tenancy in Downtown Birmingham.

Mr. Michael Surnow, 320 Martin, co-founder of the Surnow Co. said that boards rely on experts and hire them all the time. The experts are right here - the landlord community -and they are all vehemently opposed to this action.

Mr. Richard Huddleston asked if there is a precise definition of the Redline Retail District in words in the Zoning Ordinance. Ms. Ecker answered that the ordinance refers to a map of the District, which can be found on the City's website.

Mr. Derick Hakow, 211 E. Merrill, Apt. 504, noted that he appreciates the vibrancy of the Downtown Community. He loves the live, work, play mentality that the City has created and would not want to see that jeopardized by change.

Mr. Richard Sherer said he owns multiple properties in Birmingham. He read a couple of sentences from two magazines. Amazon has online sales six times higher than those of Walmart, Target, Best Buy, Nordstrom, Home Depot, Macy's, Kohl's and Cosco combined. The New York Times states that the retail sector looks quite vulnerable economically with the transition to e-commerce. However, health care has much better numbers. This is the direction things are going.

Ms. Jeanette Smith is VP of Core Partners who has a lot of clients and listings in Birmingham. She has been to all of these meetings and thinks there are a couple of points that are recurring:

- Incomplete data Other communities should be investigated for either successes or failures when they have enacted a change like this. It just feels premature to make a change at this time;
- She believes it is within the Planning Board's purview to decline to vote this and send it
 forward as well as to urge the City Commission to work on the Master Plan.

Mr. Paul Magi from Clark Hill, 151 S. Old Woodward Ave., Suite 200, and also a Birmingham resident at 708 Shirley, said he represents many of the people in the room this evening. They not only care about their buildings, but they really deeply care about the City. It seems that it would be appropriate for the board to say they are very interested in doing the right thing. However, before they do that they will make sure they have a full and complete understanding that there is in fact a problem to solve; that they have a study of this District that identifies all of the existing uses and the vacancies; an understanding of how long those vacancies may have occurred; what efforts have been made to re-tenant those spaces, and what the prospects are. Their recommendation should be to first determine if it is broken before it is fixed. If the board has to do something it seems what they could do is request that the important studies be done, including what the long-term impact might be on the City's tax base. This is an absolutely wonderful place and it is likely to continue that way without any kind of change.

Ms. Cheryl Daskas, a resident, property owner and successful retailer spoke. She said the reason people want to come to Birmingham is because of the vibrancy of the Downtown. If it all became offices people would not want to be here. That would affect the property values of the people who do live here. Every other business would shut down at 5 p.m. and at night Downtown will be dark and dreary. It is a shame the building owners don't want to work with someone who is experienced with bringing retailers into town. They would rather lease to office.

Mr. Dan Jacob, 361 E. Maple Rd., said he works with many national retailers every day. He doesn't think the landlords should be restricted. It is not like people are knocking on their doors. He understands the synergy of retail and that some of the retailers want that cotenancy, but trends are changing and landlords are desperate. Malls pay their tenants for cotenancies but for individual landlords it is hard to get that synergy.

Mr. Williams noted the BSD expert has not come to these meetings. He thought it would be difficult to take a percentage of how many sales a business has to individuals versus to contractors. What evidence will be required and how will it be policed.

Mr. Koseck wondered how medical/dental crept in as an exclusion and why some are suggesting that it be included. For simplicity purposes he is willing to move this forward and let the Commission do as they please, but he really would like to study it in greater detail.

Mr. Jeffares said that personally he does not like to walk by a storefront and see people hunched over in a cube and working on a PC. It would be horrible to have that everywhere. However, this process doesn't feel right to him for something that has this kind of magnitude - the first floor on the biggest chunk of Downtown. He doesn't feel that he has all of the necessary information to move this forward. He still thinks it is something for a Master Plan and he would prioritize that as number one on the Action List.

Ms. Whipple-Boyce indicated she doesn't like the definition for a couple of different reasons. She doesn't believe that medical/dental and mental health services are an appropriate use for our first-floor retail. Also she does not see how it is possible to not allow a business to business service and be able to understand and keep track of that. She is in favor of a true retail situation in the Redline District and she thinks a lot of the Personal Services that are included in the definition are inappropriate. She hopes to have an opportunity to study the retail situation further through a Master Plan approach.

Mr. Williams indicated he does not like the definition for a variety of reasons. He thinks the board can vote no and send it up to the City Commission and that is what he intends to do.

Mr. Boyle proposed that the board vote tonight on a request to the City Commission that its conclusion is to delay any decision on retail zoning until the City completes its deliberations through a comprehensive Master Plan process.

Chairman Clein took that a step further and made the following motion:

Motion by Chairman Clein

Seconded by Mr. Williams that the Planning Board of the City of Birmingham acknowledges the importance of a vibrant, active Downtown with strong first-floor retail uses. However, tonight he moves that the Planning Board recommend that the City Commission does not adopt the definition of Personal Services as presented in the proposed amendment to Zoning Ordinance Article 9, section 9.02, Definitions, and further recommend that the City of Birmingham expedite an immediate update to our comprehensive City wide Master Plan in order to properly address this issue and those that surround it.

Mr. Koseck summarized that this motion suggests the Master Plan be taken off the back burner and brought to the front so that the Planning Board can bring in people with much more of a global expertise and unbiased opinions. The Chairman explained that his point is to address not only the definition but to address the limits of the Redline Retail as well as residential neighborhoods, the Triangle and Rail Districts, along with the parking implications.

Mr. Williams explained one of the reasons he felt the impetus to move towards a Master Plan was the experience with O-1, O-2, TZ-1, TZ-2, TZ-3 where they tried to grapple with transition areas affecting residents and commercial property owners in transition areas. What the board learned was that they didn't have a Master Plan and it took them seven years from the time they started talking about it until they reached a final conclusion on all of the pieces. They took their time, did it right, and didn't move on an interim solution. What they learned was that piecemeal solutions are a bad idea. That is why he thinks this City needs a Master Plan. He would like to hear from all property owners and would also like the residents to speak up.

No one from the public had comments on the motion at 9:24 p.m.

Motion carried, 6-0.

ROLLCALL VOTE

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

Recused: Lazar, Share

Nays: None Absent: Prasad

The Chairman closed the public hearing at 9:30 p.m.and board members took a short recess.

08-153-17

STUDY SESSIONS 1. Bistro Regulations

Mr. Baka noted that in 2007 the City of Birmingham amended the Zoning Ordinance to create the bistro concept that allows small eclectic restaurants to obtain a Liquor License. Bistros are permitted in certain zone districts with a valid Special Land Use Permit ("SLUP") under several conditions. As the bistro concept has evolved over the past ten years, new applicants have sought creative ways to make their establishments distinctive from the other restaurants and bistros in the City, and to increase the number of seats through the use of all season outdoor dining.

At the joint City Commission/Planning Board meeting of June 19, 2017 the issue of clarifying bistro regulations was discussed at length. There seemed to be consensus that a review of the bistro requirements and how they relate to the various areas in which they are permitted is warranted. Additionally, Commission members saw good reason to potentially regulate bistros differently depending on the district in which they are located.

The Planning Division would like to begin to consider addressing the issues of **parking**, **outdoor dining** and **Eisenglass enclosures** via ordinance language changes. The following examples of potential ordinance language changes are based on two methods of regulating bistros. The thinking is that current bistros would not be impacted by what is being proposed.

The first option would be to amend Chapter 126, Zoning, to universally create development standards for bistros that would apply to all zoning districts that permit bistros. Universal regulation would ensure that the dining experience in one bistro (outside of menu, service, theme etc.) is the same as dining in any other bistro. This could mean putting a limit on outdoor seating of 40 seats for all districts, even if there is room (public property or private property) for more. Eisenglass or vinyl enclosures could be prohibited entirely as to not abuse the outdoor dining season limit set forth by the City (April-November). As for parking, requiring all bistros to include their outdoor dining square footage in parking requirements could make sure that there will be enough parking for all of those extra seats. Creating extra parking requirements, though, could also discourage outdoor seating and counteract a key intent of the Bistro Ordinance.

The second approach to clarifying bistro regulations would be to amend Chapter 126, Zoning, to create separate bistro standards depending on the bistro's location in the Downtown, Triangle or Rail Districts. In doing so separately, the City can take into account the different space and parking conditions present in different districts. Adding parking requirements, like including outdoor dining area square footage in the parking calculation, to the conditions of certain bistro

location districts could help alleviate parking issues. Outdoor dining maximums are a reasonable consideration Downtown because there is less space for a large outdoor dining area. In the Rail and Triangle Districts where street frontage is typically larger, outdoor dining maximums of 40 or 60 seats could be appropriate. Finally, Eisenglass or vinyl enclosures might be considered in some areas along the Woodward Ave. frontage of the Triangle District to alleviate the noise pollution patrons receive from the major road.

Mr. Williams thought the major focus should be that one size doesn't fit all. Mr. Jeffares commented that it would be interesting to find out how much of the lunch crowd consists of office users who are already parked in town. It was consensus that there should not be an enclosure that allows bistros to extend their outdoor dining season. The bistro concept is being pushed beyond its original boundaries.

Mr. Boyle thought they should be discussing the issue of 65 indoor seats. The board needs to review that and consider the possibility that number could go up. Then bistros could rely less on large outdoor seating and have a stronger business that doesn't tie them to 65 indoor seats.

Ms. Whipple-Boyce thought there could be implications to allowing more indoor seating. They don't want Birmingham to become an all restaurant city. She doesn't think parking is that much of a concern because when the offices clear out the restaurants become busy. Don't forget that there are many local residents who walk from their homes to the Downtown bistros. She does not want to encourage a bistro model behind the building. She likes the outdoor seating in the front of buildings to activate the sidewalk space. Look at each bistro independently and see what makes sense, rather than putting a number to it. Also, consider opportunities for rooftop dining. Maybe the districts need be viewed differently because they are different and because some of the parking situations are different.

Mr. Koseck said in his opinion the bistros are working. The intent was to attract small scale, unique establishments with a variety of different food types. Why treat the districts differently? Forty outdoor seats is fine and he doesn't want to get caught up in parking for outdoor dining. He totally thinks the outdoor dining should not be enclosed. Pick half of the number of interior seating for outdoor dining; 40 seats is fine. He would rather see three small bistros in the Rail District than one that has 150 seats.

Mr. Williams echoed that and added if seating is outdoor, it shouldn't be enclosed. The total seating ought be the combination of both indoor and outdoor. Parking generally works and the only time it doesn't is the 10 a.m. to 12 p.m. window. Lunch is problematic in the Downtown area.

Chairman Clein observed he doesn't think including parking in the count really matters. To him the issue is not so much the size of the bistros; it is that they are allowed to be wrapped in plastic and located in places the board doesn't like. Perhaps some incentives could be put forth for establishments to meet if they want to increase their outdoor dining.

Mr. Boyle hoped to find a way to make the industrial land use in the Rail District work for bistros.

Mr. Baka summarized that the board is divided on whether or not there should be a limit on the number of outside seats. Board members stated they were definitely not in favor of outdoor dining enclosures, and most of the board is leaning against adding additional parking

requirements for outdoor dining seats. Nearly everyone wants to keep the districts separate. Mr. Williams added they need to look at the parking, but not Downtown.

No one from the public wanted to comment at 10:10 p.m.

08-154-17

2. Renovation and New Construction of Commercial and Mixed-Use Buildings

Mr. Baka advised that questions have been posed recently as to the procedure for determining what level of board review is required for the renovation of an existing building or construction of a new building. The Zoning Ordinance establishes the review process for new construction and renovation of existing buildings. However, the Zoning Ordinance is not clear as to the extent an existing building can be renovated before it is deemed new construction, and the ordinance is not clear as to what specific changes trigger site plan review. There are three boards that review building improvements: the Planning Board, the Design Review Board ("DRB") and the Historic District Commission ("HDC").

Article 7, section 7.25 provides for site plan review for new development of all historic properties by the HDC and the Planning Board, and for site plan review for new development of non-historic properties by the Planning Board.

Article 7, section 7.08 of the Zoning Ordinance establishes the review procedure for design reviews for all building renovation and construction activities. For all new non-historic construction projects the Planning Board is responsible for conducting both the Site Plan Review and Design Review. All plans for projects not requiring Site Plan Review or HDC review such as exterior alternations, lighting, signs, equipment or other structures that substantially alter the exterior appearance of the building shall be reviewed by the DRB.

Finally, Article 7, section 7.08 states that all Special Land Use Permit ("SLUP") reviews will be conducted by the City Commission, with recommendations from the Planning Board.

The DRB is responsible for conducting design reviews for new construction and the alteration of existing buildings when no site plan review is required. However, it is not explicitly delineated when a design review is required or what necessitates a site plan review. City policy for many years has been to require proposals that add square footage to a building or make changes to a site that would affect vehicle or circulation patterns to obtain site plan approval. Proposals that are limited to modifying the exterior of the building but do not expand the building or alter the site are required to obtain design review only.

On June 19, 2017 the City Commission and the Planning Board held a joint study session to discuss current planning issues in the City. When discussing the existing regulations regarding the renovation of existing buildings, several deficiencies and/or ambiguities were identified in the Zoning Ordinance. Specifically, the question was raised as to what triggers a Site Plan Review as opposed to a Design Review. There was a general consensus among the group that these issues should be studied by the Planning Board with the goal of providing recommendations to the City Commission for ordinance amendments that will clarify which type of reviews are required.

Ms. Ecker explained that right now there is no distinction between minor renovation and major re-build. Mr. Baka said the DRB did the Design Review for the Fred Lavery building. No one

knew that he was going to tear half of his building down but use the same footings and foundation. Mr. Lavery didn't anticipate how much of his building would have to come down until they were into construction. The question is how to handle that sort of situation.

Ms. Ecker maintained that if nothing else, the board should define what a site plan change is. Applicants are still appearing before a board, unless the change is so minor that it can receive administrative approval. Mr. Baka thought if a threshold is set where a project requires site plan review, but there are larger buildings that might not be making significant changes, they shouldn't be required to have a site plan review.

08-155-17

3. Economic Development Liquor License Boundaries

Ms. Ecker recalled that in 2009, the City Commission approved the creation of an Economic Development Liquor License as an incentive to encourage development in certain areas of the City. The properties that are eligible for this incentive are predominately located on or near Woodward Ave.

On February 13, 2017, the owners of the Whole Foods property at 2100 E. Maple Rd. requested that the City either expand the Rail District boundary to include the Whole Foods property so that a Bistro License could be approved, or expand the boundaries of the Economic Development License area along Woodward Ave. to allow Whole Foods to qualify for an Economic Development Liquor License. The City Commission reviewed both options, and voted to include Whole Foods within the Rail District to allow the operation of a bistro, and decided not to expand the Economic Development boundaries at that time.

On June 19, 2017 at the joint meeting, both the City Commission and the Planning Board discussed the expansion of the Economic Development License area to include a larger area of the City, perhaps including the Triangle District and/or the Rail District. On July 10, 2017, the City Commission amended the Planning Board's Action List to include a review of the Economic Development License boundaries as the third priority.

Draft ordinance language is presented that expands the boundaries established in Exhibit 1 of Appendix C to include all of the Rail District, and the remainder of the Triangle District, with the exception of the single-family residential area (zoned R-2, Single-Family Residential, and ASF-3, Attached Single-Family Residential).

Mr. Williams did not think the Crosswinds project in the Rail District should be on the Economic Development License map. It was discussed that the Economic Development License is already allowed on numerous parcels in the Triangle District. Ms. Ecker suggested cutting out sites that are immediately adjacent to residential and potentially include sites perhaps along Adams that do not abut single-family residential.

The Chairman called for public comments at 10:35 p.m.

Ms. Catherine Abhoud, said she is a resident at 367 Suffield; a property owner of 2125 E. Lincoln and 2159 E. Lincoln; and also a business owner of Armstrong White which is the tenant at 2159 E. Lincoln. Ms. Abhoud observed there has not been an enormous amount of economic development in the Rail District. So she feels that expanding the Economic Development into

the Rail District would foster development. Everything in that area is moving and it is ripe for economic development.

This matter will come to the board one more time with revised draft ordinance language before going to a public hearing.

08-156-17

MISCELLANEOUS BUSINESS AND COMMUNICATIONS

- a. <u>Communications</u> (none)
- b. <u>Administrative Approval Correspondence</u>
 - ➤ Ms. Ecker advised that at 999 Haynes there is a dumpser in the middle of the parking lot facing toward Bowers. They want to move the location to where it is on the south side facing Haynes and tucked in right against the building and against their parking and screenwall. Board members were in favor of relocating the dumpster.

There was general consensus that dumpster gates should be allowed to consist of other materials besides wood.

- c. <u>Draft Agenda for the Regular Planning Board Meeting on August 23, 2017</u>
 - > 277 Pierce, Varsity Shop Final Site Plan Review;
 - > 2010 Cole CIS and Preliminary Site Plan;
 - > Seven Greens Restaurant Outdoor dining platform;
 - > Peabody Site Preliminary Site Plan Review.
- d. Other Business (none)

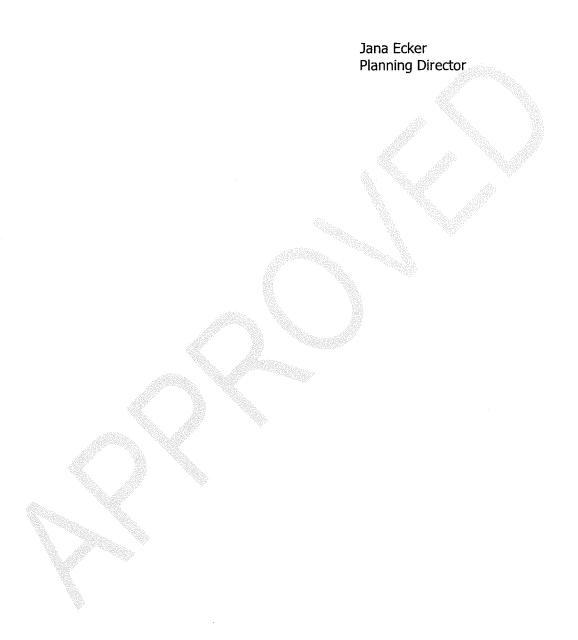
08-157-17

PLANNING DIVISION ACTION ITEMS

- a. <u>Staff report on previous requests (none)</u>
- b. <u>Additional items from tonight's meeting (none)</u>

ADJOURNMENT

No further business being evident, the Chairman adjourned the meeting at 10:43 p.m.



TAB 2



MEMORANDUM

Planning Division

DATE:

July 11th, 2017

TO:

Jana Ecker, Planning Director

FROM:

Nicholas Dupuis, Planning Intern

SUBJECT:

298 S. Old Woodward - Birmingham Boutique Hotel - Final Site

Plan & Design Review

Introduction

The subject site, 298 S. Old Woodward, is currently the site of two vacant office buildings, and a surface parking lot, and has a total land area of .618 acres. It is located on the northwest corner of S. Old Woodward and Brown Street in the Downtown Overlay District.

The applicant is proposing to demolish the existing buildings and surface parking lot to construct a 25,182 sq.ft., 5-story mixed use building. The building will provide ground floor retail, 3 floors of hotel guest rooms, and 17 residential units on the fifth floor. Parking for the residential units will be provided in the lower level of the building. As the building is located within the Parking Assessment District, no on-site parking is required for commercial uses.

On April 26, 2017, the Planning Board first reviewed the Preliminary Site Plan for the proposed hotel at 298 S. Old Woodward, and postponed the site plan review to May 24, 2017 pending resolution of the following issues:

- 1. The applicant will need to relocate the garage door for trash collection and loading away from the public street or obtain a variance from the BZA;
- 2. Provide details regarding the type and placement of all mechanical equipment and associated screening at Final Site Plan Review;
- 3. Add one street tree along S. Old Woodward Ave. or obtain a variance from the BZA;
- 4. Provide a detailed streetscape plan that incorporates all of the proposed design changes for the reconstruction of Old Woodward Ave., including required lighting, benches, pavement materials etc.;
- 5. Applicant meet the minimum size requirement for the proposed parking spaces or obtain a variance from the BZA;
- 6. Increase the size of the proposed loading space to meet minimum requirements or obtain a variance from the BZA;
- 7. Submit a photometric plan and specification sheets on all proposed lighting at Final Site Plan Review;
- 8. Comply with the requirements of all City departments:
- 9. Provide material samples and specification sheets at Final Site Plan Review; and
- 10. Applicant address issues concerning car movement, vehicle loading/ unloading, and

storage with a traffic management plan.

On May 24th, 2017, the Planning Board approved the CIS and Preliminary Site Plan Review for 298 S. Old Woodward on the conditions that the applicant revise the traffic and parking study to address the comments provided by Fleis & Vandenbrink regarding the trip generation and parking generation assumptions and traffic operations, and respond to the concerns and requests of all City departments and provide all necessary information.

On August 2, 2017, The Advisory Parking Committee approved a recommendation to remove 8 on-street parking meters in front of the new boutique hotel, and to charge them \$3,000 per meter per year for this benefit. The fee matches what is happening at the Townsend Hotel per a similar arrangement started in 1999.

1.0 Land Use and Zoning

- 1.1 <u>Existing Land Use</u> The existing land uses on the site include the DRS Housecalls building, a vacant two story office building, and a surface parking lot. All are proposed to be demolished to allow construction of the proposed five-story mixed use building.
- 1.2 Zoning The property is zoned B-4 Business- Residential, and D-4 in the Downtown Overlay District. The proposed commercial and residential uses and surrounding uses appear to conform to the permitted uses of the zoning district.
- 1.3 <u>Summary of Adjacent Land Use and Zoning</u> The following chart summarizes existing land use and zoning adjacent to and/or in the vicinity of the subject site, including the 2016 Regulating Plan

	North	South	East	West
Existing Land	Retail/	Retail/	Office/	Surface Parking
Use	Commercial	Commercial	Commercial	Lot
Existing	B-4	B-2	B-4	B-4
Zoning	Business-	General	Business-	Business-
District	Residential	Business	Residential	Residential
Overlay Zoning District	D-4	D-3	D-4	D-4

2.0 Setback and Height Requirements

Please see the attached Zoning Compliance Summary Sheet for detailed zoning

compliance information. The proposed height, scale and mass of the building meet all required development standards for the D-4 Downtown Overlay District. The proposed building will be 69 feet high at the 5th floor, with mechanical equipment reaching 78 feet. The building is proposed to be built to the property line at all elevations except the north elevation which is set back 10 feet for the inclusion of a via. The building meets the required setback and height requirements.

3.0 Screening and Landscaping

- 3.1 <u>Dumpster Screening</u> The applicant is proposing to store all trash in containers in a refuse room on the ground floor. In accordance with Article 3, section 3.04(B) (7), Downtown Birmingham Overlay District, doors for access to interior loading docks and service areas shall not face a public street. The plans submitted by the applicant indicate that the door for trash collection and loading faces west into the open air loading area. All trash will be stored within the interior of the building.
- 3.2 <u>Parking Lot Screening</u> The applicant is proposing 56 on-site parking spaces, including 2 barrier-free spaces contained within the lower level of the building. All parking is fully screened by the building.
- 3.3 Mechanical Equipment Screening No specifications have been submitted at this time on any proposed rooftop or ground-mounted mechanical equipment. The proposed roof plan does include a 10 foot coated metal panel mechanical screen enclosure housing three large mechanical units and various exhausts. The applicant has provided specifications on all of the proposed rooftop mechanical units for the Boutique Hotel. The proposed 10 ft. coated metal screening wall will adequately screen the mechanical equipment.
- 3.4 <u>Landscaping</u> –The landscape plan shows 9 street trees, 4 on Brown and 5 on S. Old Woodward. Based on the linear frontage along each street, 4 trees are required along Brown (141' frontage), and 5 trees are required along S. Old Woodward (218' frontage). The applicant is also proposing 4 raised planters with shrubs, perennials, and ornamental grasses along the via on the north side of the building. All landscaping requirements have been met.

4.0 Streetscape Elements

In accordance with Downtown Streetscape Standards, the following streetscape standards must be met:

- <u>Sidewalks</u> The plans do provide for sidewalks along Brown and S. Old Woodward. Recently, the City Commission voted to approve 17' wide sidewalks for S. Old Woodward. The Final Site Plan proposes 16.6' wide sidewalks along S. Old Woodward, and 11.6' sidewalks along Brown Street.
- Exposed aggregate along curb with broom finish in pedestrian path The plans indicate that all pavement materials and details will match the

- approved new streetscape elements for the reconstruction of Old Woodward.
- Pedestrian level street lighting along all sidewalks with hanging planters Plans submitted indicate the required pedestrian scale street lights are in place along S. Old Woodward, and are not required along Brown Street. The final plans now include the use of the new pedestrian scale lights as proposed in the Old Woodward reconstruction project. The City Commission voted to use current style street lights, but with a new placement pattern. Four lights are proposed along Old Woodward as required. The applicant has advised that all street lighting will be placed as required by the City to comply with the new design of Old Woodward.
- Benches and trash receptacles in park and plaza areas and along adjoining sidewalks where pedestrian activity will benefit as determined by the Planning Board The applicant is proposing to include 6 benches and 1 trash can along S. Old Woodward, to match the design and materials of street furnishings proposed in the reconstruction project. Four bike racks are also proposed along S. Old Woodward. No street furniture is proposed along Brown Street or in the via along the north elevation of the building.

The applicant has provided a detailed streetscape plan that shows many of the elements proposed for the reconstruction of S. Old Woodward. The revised streetscape plan does not include the angled on-street parking proposed along the west side of S. Old Woodward as a part of the reconstruction project (thus eliminating approximately 12 on street parking spaces). This change requires approval of the Advisory Parking Committee and City Commission. The Advisory Parking Committee met on July 12th, 2017 to discuss this matter. After a lengthy discussion, a decision was not made and the Committee voted to postpone the matter to their next meeting on August 2, 2017. Please see attached minutes. After a recommendation is made by the Advisory Parking Committee, the request to eliminate the 12 parking spaces will be forwarded to the City Commission who will make the final determination as to whether these spaces may be eliminated.

5.0 Parking, Loading and Circulation

Parking — In accordance with Article 4, section 4.43 (PK) of the Zoning Ordinance, a total of 22 parking spaces are required for the residential level of the building (17 units x 1.25 parking spaces). No on-site parking is required for the proposed commercial hotel or retail uses as the site is located within the Parking Assessment District. The applicant is proposing 56 parking spaces on site, including 2 barrier free spaces. All spaces proposed on the revised plans meet the 180 sq.ft. minimum size requirement.

In accordance with Article 3, section 3.04(D) (5), Downtown Birmingham Overlay District, parking contained in the first story of a building shall not be permitted within 20' of any building façade on a frontage line or between the building facade and the frontage line. All parking will be contained in the lower level of

the building, fully screened by the building itself.

- 5.2 <u>Loading</u> In accordance with Article 4, section 4.22 of the Zoning Ordinance, one loading space is required for the proposed development. One loading space is proposed at this time. In accordance with Article 3, section 3.04(B) (7), Downtown Birmingham Overlay District, doors for access to interior loading docks and service areas shall not face a public street. The applicant is proposing an open air loading space measuring 40' by 12' by 14' in height, and the door for trash collection and loading has been relocated so that it does not face Brown Street, but rather faces west into the loading area. The loading space is not located within the building, but is open air, with a green roof canopy above. Thus, no variance is required for a door to an interior loading space.
- Vehicular Circulation and Access The proposed development includes the relocation of one curb cut on S. Old Woodward and one curb cut on Brown. A loading space is proposed along the Brown Street elevation. Vehicles entering the lower level parking garage will do so from Brown St. via a 9' wide garage door entrance. The plans include a one way entrance ramp down to the lower parking levels off of Brown St., just east of the loading area. A 9' wide garage door is set back from the southern building façade. A one way exit ramp from the lower parking levels is proposed off of S. Old Woodward. A 9' wide garage door is set back from the eastern building façade. The proposed changes to vehicular ingress and egress to the underground parking levels will increase the efficiency of the proposed valet service. One way circulation aisles exist within the underground parking levels, the narrowest of which is 13'. The proposed drive widths within the parking level are adequate for proper maneuvering within the site.
- 5.4 <u>Pedestrian Circulation and Access</u> The applicant has provided pedestrian entrances on both Brown and S. Old Woodward; three will be along S. Old Woodward, and a restaurant entrance will be on Brown. All entrances are accessible from a City sidewalk and a proposed 10' via will run along the north side of the building and connect to the sidewalk on S. Old Woodward.

6.0 Lighting

The applicant has submitted a photometric plan and specification sheets as part of the Final Site Plan Review application. In adherence with Article 4, Section 4.21 of the Zoning Ordinance, illuminance levels may not exceed one and one half (1.5) maintained foot-candles at any property line for any other zoned property. The photometric plan submitted appears to include light levels emitted from pedestrian street lights as well as building lights. To verify that building lights do not exceed the maintained foot candle illumination levels, the applicant will need to submit a photometric plan with light emitted only from lights on the property. The lighting schedule is as follows:

Туре	Quantity	Dimensions	Manufacturer	Bulb	Model #	Lumens	Wattage	
Bollard Light	4	W: 4.5"	Louis Poulsen	LED	Flindt Bollard	538	14	

		H: 43.3"			3000K		
In-ground Light	21	L: 1-4′	Lumenfacade	LED	LOID-24V-48- 40K-NO	811	18
Streetlight	4	H: 16′	BEGA	LED	77 210	2869	66
Canopy Light	13	W: 3"	BEGA	LED	55 822	290	6
Wall Luminaire	1	L: 8" W: 4" H: 4.5"	BEGA	LED	22 359	331	14
Wall Sconce	4	L: 16.25" W: 9" H: 4"	Lithonia Lighting	LED	WST LED P1 30K VW MVOLT	1548	12

The bollard lights are proposed in the via along with the strips of in-ground lighting. The four streetlights are present on S. Old Woodward as required. The 13 canopy lights are located on the canopy over the main entrance on S. Old Woodward, the recessed door in the via, and the recessed door entering the restaurant on Brown. The wall sconces are most notably located over the two garage doors, but are also located over the loading area and a staff access door at the end of the via. The wall luminaire is also at the rear of the via. The wall luminaire, sconces, and the canopy lighting are all cutoff as required by the lighting standards outlined in Article 4, Section 4.21 of the Zoning ordinance. The bollard lighting and in-ground lighting will require approval from the Planning Board based on the following conditions:

- 1. The distribution of upward light is controlled by means of refractors or shielding to the effect that it be used solely for the purpose of decorative enhancement of the luminaire itself and does not expel undue ambient light into the nighttime environment.
- 2. The luminaire is neither obtrusive nor distracting, nor will it create a traffic hazard or otherwise adversely impact public safety, with appropriate methods used to eliminate undesirable glare and/or reflections.
- 3. The luminaire is consistent with the intent of the Master Plan, Urban Design Plan(s), Triangle district plan, Rail District plan and/or Downtown Birmingham 2016 Report, as applicable.
- The scale, color, design or material of the luminaire will enhance the site on which it is located, as well as be compatible with the surrounding buildings or neighborhood.
- 5. Lighting designed for architectural enhancement of building features (i.e. architectural enhancement lighting). Appropriate methods shall be used to minimize reflection and glare.
- 6. The site lighting meets all requirements set forth in this ordinance including, but not limited to, light trespass and nuisance violations.

7.0 Departmental Reports

7.1 Engineering Division – The Engineering Department has the following comments:

The Engineering Dept. has reviewed the plans and CIS dated June 12, 2017. Our comments are as follows:

- Construction plans for the Old Woodward Ave. reconstruction project are now finalized, and it is anticipated that construction will occur in the late winter to early summer of 2018. Working together with the applicant will become critical as this project moves to construction:
 - We currently plan to replace one sewer lateral, and maintain another, on the Old Woodward Ave. frontage of the site, to ensure that the current parking lot continues to drain properly. We encourage the design team to work with this office to finalize their sewer lateral needs for the building, so they can be built as a part of the City's sewer upgrades on this corridor, and left at the property line for their use after the City's project is complete.
 - 2. Substantial streetscape investment is planned along the Old Woodward Ave. frontage of this site, which would potentially be damaged during the construction of this building. The design team is encouraged to finalize a construction schedule, and start a dialog with the City relative to what improvements should occur along this frontage as a part of the City's project.

The sections of the CIS that raised concern in February are not included in this submittal, so it is not clear if they have been addressed. With that in mind, the comments provided at that time are repeated below:

- 1. Answers for Questions 17 & 20 make references that they have obtained information from the Engineering Dept. relative to soil stability and hazardous wastes contained on the site. The Engineering Dept. does not keep this level of information on private properties, and it is unlikely that such information was obtained from this office. The applicant is advised to not make any budget or design decisions based on whatever information they believe was obtained, but rather, to hire their own professionals for this expertise.
- 2. The answer to Question 30 indicates that the City sidewalks will be unchanged after development. The City will require a complete upgrade to current downtown City streetscape standards upon completion of the new building.
- 3. The CIS has provided a space for the traffic impact study, but this information is not included. The Engineering Dept. will reserve the right to review and comment on this information as it becomes available.

Permits required for this project will include:

- Sidewalk/Drive Approach Permit
- · R.O.W. Permit
- 7.2 <u>Department Public Services</u> No concerns were reported by the Department of Public Service.
- 7.3 Fire Department The Fire Department has no concerns with this project.

- 7.4 <u>Police Department</u> The Police Department has no concerns with servicing this project. However, they requested an operating plan to demonstrate where staff and patrons will park, as well as how valet service and deliveries will be performed. The applicant has provided a Traffic Management Plan as requested.
- 7.5 <u>Building Department</u> —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 applicant consideration:
 - The total parking spaces has been increased and a total of three accessible parking spaces are now required. An additional barrier free parking space will be required.

8.0 Design Review

The applicant is proposing to utilize the following materials for the construction of the fivestory, mixed use building:

- Dark grey granite for the base of the building (Wisp granite from Quarrastone);
- Limestone cladding for the façade of the first fourth floor facades (Grey, "Madison Café" from Quarrastone);
- Various varieties of vegetation for the green roof on the mezzanine, second level, and fifth level terraces;
- Aluminum window systems along all elevations (Low E glass with slight grey tint);
- Dark bronze coated metal to surround the windows and coping along top of the fourth and the fifth floor (Lintec, "Ascher Bronze"); ;
- A dark bronze coated metal canopy at the main entrance on S. Old Woodward;
- Corrugated metal panels to screen the rooftop mechanical units (Lintec, "Ascher Bronze"); and
- Aluminum and glass skylights on the S. Old Woodward elevation.

Material samples have been provided for review by the Planning Board. **However, the** applicant has not indicated what material will be used for the garage doors.

Article 3, section 3.04(E), Downtown Overlay District, of the Zoning Ordinance contains architectural and design standards that apply to this building, including specific requirements for the design and relief of front façades, glazing requirements, window and door standards and proportions, roof design, building materials, awnings and other pedestrian scaled architectural features.

The proposed building appears to meet most of the architectural standards set out in Article 3, Downtown Birmingham Overlay District, of the Zoning Ordinance as the first floor storefronts are directly accessible from the sidewalk, the storefront windows are

vertically proportioned, no blank walls face a public street, and the main entry has a canopy to add architectural interest on a pedestrian scale.

The applicant has submitted calculations showing 90% of the exterior façade consists of high quality building materials (91.7% on the east façade and 90.6% on the south façade). Calculations have also been submitted for the glazing requirements outlined in Article 3, Section 3.04 of the Zoning Ordinance.

8.0 Approval Criteria

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

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

9.0 Recommendation

Based on a review of the site plan submitted, the Planning Division recommends that the Planning Board APPROVE the Final Site Plan & Design Review for 298 S. Old Woodward, with the following conditions:

- (1) Advisory Parking Committee approval of removal of 12 parking spaces or applicant must apply for revised Final Site Plan.
- (2) Submit a revised photometric plan providing measurements for lights proposed on the property only for administrative approval;
- (3) Planning Board approves the use of non-cut off bollard and in-ground lighting;
- (4) Comply with the requirements of all City departments;

(5) Provide garage door material samples for administrative approval; and

10.0 Sample Motion Language

Motion to APPROVE the Final Site Plan & Design Review for 298 S. Old Woodward, with the following conditions:

- (1) Advisory Parking Committee approval of removal of 12 parking spaces or applicant must apply for revised Final Site Plan.
- (2) Submit a revised photometric plan providing measurements for lights proposed on the property only for administrative approval;
- (3) Planning Board approves the use of non-cut off bollard and in-ground lighting;
- (4) Comply with the requirements of all City departments;
- (5) Provide garage door material samples for administrative approval; and

OR

Motion to POSTPONE the Final Site Plan & Design Review for 298 S. Old Woodward pending resolution of the following:

- (1) Advisory Parking Committee approval of removal of 12 parking spaces or applicant must apply for revised Final Site Plan.
- (2) Submit a revised photometric plan providing measurements for lights proposed on the property only for administrative approval;
- (3) Planning Board approves the use of non-cut off bollard and in-ground lighting;
- (4) Comply with the requirements of all City departments;
- (5) Provide garage door material samples for administrative approval; and

OR

Motion	to DENY	the	Finai	Site	Plan	&	Design	Review	tor	298	5.	Old	Woodwa	ard	tor	the
following	g reason	s:														
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Planning Board Meeting Minutes April 26th, 2017

COMMUNITY IMPACT STUDY ("CIS") AND PRELIMINARY SITE PLAN REVIEW

1. 298 S. Old Woodward Ave.

New boutique hotel (currently vacant Drs. House Call Building)

Request for CIS and Preliminary Site Plan Review to allow the construction of a new five-story boutique hotel with first-floor retail and fifth floor residential uses

Ms. Lazar indicated she is recusing herself based on a familial relationship with the applicant. Chairman Clein said he is recusing himself on this matter as well because his firm, Giffels Webster, is involved in the development.

Motion by Mr. Share

Seconded by Ms. Lazar to nominate Ms. Whipple-Boyce as Chairperson to take over on this matter.

Motion carried, 7-0,

VOICE VOTE

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

Nays: None

Absent: Boyle, Williams

CIS

Ms. Ecker described the site. It currently contains two vacant office buildings and a surface parking lot, and has a total land area of .618 acres. It is located on the northwest corner of S. Old Woodward Ave. and Brown St. The site is zoned B-4, Business Residential, and D-4 in the Downtown Overlay District.

The applicant is proposing to demolish the existing buildings and surface parking lot to construct a 25,182 sq. ft., five-story mixed use building. The building will provide ground floor retail, three floors of hotel guest rooms, and the fifth floor will contain 17 residential units. Parking for the residential units will be provided in the lower level of the building. As the building is located within the Parking Assessment District, no on-site parking is required for the commercial uses.

The applicant was required to prepare a CIS in accordance with Article 7, section 7.27(E) of the Zoning Ordinance, as they are proposing a new building containing more than 20,000 sq. ft. of gross floor area.

CIS

Ms. Ecker highlighted the CIS and reported the following issues remain outstanding with regard to the CIS:

(1) Submit a drainage plan for review and approval;

- (2) Provide the volume of excavated soils to be removed from the site and/ or delivered to the site, and a map of the proposed haul routes;
- (3) Confirm that all new utility lines will run underground;
- (4) Provide information on the details of on-site recycling separation and collection;
- (5) Provide details of the proposed water connections for approval by the Engineering Dept.;
- (6) Provide details of the proposed security system for the building for approval by the Police Dept.;
- (7) Revise the traffic and parking study to address the comments provided by F &V regarding the trip generation and parking generation assumptions; and
- (8) Respond to the concerns and requests of all City departments and provide all necessary information.

Ms. Ecker confirmed the applicant meets the parking requirements of the City Code.

Mr. Mike Darga with Giffels Webster said they intend to work with the City on the new streetscape for S. Old Woodward Ave.

Mr. Labadie discussed the traffic and parking study that was completed for the proposed hotel development. Below are several of his comments:

- The proposed trip generation analysis should be compared with the typical trip generation analysis that is consistent with accepted engineering practice.
- The trip generation forecast assumes the meeting rooms and banquet rooms would not be used concurrently; however, there is no basis for this assumption.
 The applicant needs to figure out a traffic management plan for events.
- The projected queue lengths on southbound Old Woodward Ave/ are expected to block the proposed valet area during peak periods.

Ms. Ecker noted a letter has been received from Robert Carson, Carson Fischer, PLC that emphasizes particular concerns with regards to traffic. Also there is a letter from Midwestern Consulting that critiques the traffic study and indicates the scope should be expanded.

Motion by Mr. Share

Seconded by Mr. Jeffares to accept the letters into the record with the request that Mr. Carson indicate who his client is.

Motion carried, 7-0,

VOICE VOTE

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

Nays: None

Absent: Boyle, Williams

Mr. Robert Carson indicated that he represents Sillman Enterprises at 380 N. Old Woodward Ave.

Mr. Rick Rattner, Attorney, said this is one of the most exciting projects he has seen. He listed ten people from all disciplines who were present to answer questions.

Mr. Koseck thought most issues with the CIS are simple to resolve. The last matter can be left to the traffic engineers to determine.

In response to a question from Mr. Share about the proposed plan for the 17 residential units with kitchenettes on the fifth floor, Mr. Charlie Stetson, from Booth Hanson Architects said they would be residential and not hotel units that are leased to executives for extended periods.

Motion by Mr. Koseck

Seconded by Mr. Jeffares to postpone to May 24, 2017 the CIS as provided by the applicant for the proposed development at 298 S. Old Woodward Ave., pending resolution of the outstanding issues 1 - 8.

Motion carried, 7-0.

VOICE VOTE

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

Nays: None

Absent: Boyle, Williams

Preliminary Site Plan

Ms. Ecker stated the parking spaces do not meet the minimum size requirement of 180 sq. ft., as some are shown at 139 and 144 sq. ft. *The applicant will need to meet the minimum size requirement for the proposed parking spaces or obtain a variance from the Board of Zoning Appeals ("BZA").*

The applicant will need to add one street tree along S. Old Woodward Ave. or obtain a variance from the BZA.

In accordance with Article 3, section 3.04 (B) (7), Downtown Birmingham Overlay District, doors for access to interior loading docks and service areas shall not face a public street. Thus, the applicant will be required to relocate the loading space garage door away from the public street or obtain a variance from the BZA.

In addition, the loading space that is proposed does not meet the required dimensions. The proposed space is 41 ft. \times 8 ft. \times 14 ft. and the required dimensions are 40 ft. \times 12 ft. \times 14 ft. The applicant must increase the size of the proposed loading space to meet minimum requirements or obtain a variance from the BZA.

Design Review

The applicant is proposing to utilize the following materials for the construction of the five-story mixed-use building:

- Granite for the base of the building;
- Stone cladding for the façade of the first fourth floor facades;
- Coated metal cladding for the façade on the fifth story;
- Various varieties of vegetation for the green roof on the mezzanine, second level, and fifth level terraces;
- Aluminum window systems along all elevations:
- Coated metal to surround the windows;

- Coated metal coping along the top of the fourth and the fifth floor;
- A coated metal canopy at the main entrance on S. Old Woodward Ave.;
- Metal panels to screen the rooftop mechanical units; and
- Aluminum and glass skylights on the S. Old Woodward Ave. elevation.

It is unclear at this time as to whether at least 90% of the exterior finish of the building is cast stone, granite and glass (due to metal cladding on fifth floor) and whether the storefront windows have mullion systems with doorways and signage integrally designed and meet the glazing requirements required by Article 3 of the Zoning Ordinance. The Planning Division will reserve detailed analysis and comments regarding architectural standards and design related issues for the Final Site Plan and Design Review.

In response to an inquiry from Mr. Koseck, Mr. Labadie said the ideal drop-off spot for the hotel entry should be shifted to the north away from the intersection.

Mr. Charlie Stetson stated their team plans to go back and consider everything that has been talked about today. Mr. Koseck said he would like to see the curb cut on N. Old Woodward Ave. shifted somewhere else, and it would make room for another retail component. Mr. Stetson thought that is something they could look at.

The Chairperson asked for public comment at 9:50 p.m.

Mr. Robert Carson noted that the lack of parking availability will impact the Traffic Study. If there are no vacant spots, people will re-circulate around again. Further, Brown will shut down for a semi backing in. Also, there is the question of where deliveries for ancillary uses will park.

Mr. Jeffares noted it would be a perfect storm when both hotels have big events and need to use the decks.

Mr. Steven Ferich who operates the valet service at the Townsend Hotel stated they don't have enough parking as it is when there is an event. Ms. Ecker advised that an RFQ is out for qualified development firms to submit to expand the N. Old Woodward Parking Deck with regard to increasing parking downtown. Mr. Ferich observed that when the parking structures get backed up it could take anywhere from 10 to 20 minutes to get out. He tries to avoid them and uses a rented lot off of Brown.

Motion by Mr. Koseck

Seconded by Mr. Jeffares to postpone the Preliminary Site Plan approval for 298 S. Old Woodward Ave. to May 25, 2017 pending resolution of the following:

- (1) The applicant will need to relocate the garage door for trash collection and loading away from the public street or obtain a variance from the BZA;
- (2) Provide details regarding the type and placement of all mechanical equipment and associated screening at Final Site Plan Review;
- (3) Add one street tree along S. Old Woodward Ave. or obtain a variance from the BZA;
- (4) Provide a detailed streetscape plan that incorporates all of the proposed design changes for the reconstruction of Old Woodward Ave., including required lighting, benches, pavement materials etc.;

- (5) Applicant meet the minimum size requirement for the proposed parking spaces or obtain a variance from the BZA;
- (6) Increase the size of the proposed loading space to meet minimum requirements or obtain a variance from the BZA;
- (7) Submit a photometric plan and specification sheets on all proposed lighting at Final Site Plan Review;
- (8) Comply with the requirements of all City departments;
- (9) Provide material samples and specification sheets at Final Site Plan Review;
- (10) Applicant address issues concerning car movement, vehicle loading/unloading, and storage with a traffic management plan.

Motion carried, 5-0.

VOICE VOTE

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

Nays: None

Recused: Clein, Lazar Absent: Boyle, Williams

Board members took a short recess at 10:05 p.m. and following that Chairman Clein took back the gavel.

2. 298 S. Old Woodward Ave., New boutique hotel (currently vacant Drs. House Call Building

Request for Community Impact Study ("CIS") and Preliminary Site Plan Review to allow the construction of a new five-story boutique hotel with first- floor retail and fifth-floor residential uses (postponed from April 26, 2017).

Mr. Share joined the board, as Ms. Lazar was recused.

CIS

Ms. Ecker advised the subject site is currently the site of two vacant office buildings, and a surface parking lot, and has a total land area of .618 acres. It is located on the northwest corner of S. Old Woodward Ave. and Brown St. in the Downtown Overlay District.

The applicant is proposing to demolish the existing buildings and surface parking lot to construct a 25,182 sq. ft., five- story mixed-use building. The building will provide ground floor retail, three floors of hotel guest rooms, and 17 residential units on the fifth floor. Parking for the residential units will be provided in the lower level of the building. As the building is located within the Parking Assessment District, no on-site parking is required for commercial uses.

On April 26, 2017, the Planning Board reviewed the CIS, and postponed the hearing on the CIS to May 24, 2017 after requesting additional information from the applicant.

The applicant has now revised their site plan and elevations to address the requested issues. Outstanding requirements at this time include revision of the traffic and parking study to address the comments provided by F&V regarding the trip and parking generation assumptions; and response to the concerns of all City Departments. Mrs. Ecker noted the applicant meets the parking requirements. Since last time, based on the discussion they have added an additional level of underground parking. Now two levels of underground parking are proposed with a total of 56 parking spaces. The City's plans for S. Old Woodward Ave. show 12 angled parking spaces in front of the building where presently six parallel spaces exist. The proposal is not consistent with that because the applicant is proposing not to provide those and to use the space as a valet area.

Mr. Share asked what ability this board has to give away parking spaces that don't exist but are planned for.

Mr. Rick Rattner, Attorney, 380 N. Old Woodward Ave., noted their entire design team has been assembled for this meeting: Mr. Michael Kitchen, VP of Development and Acquisitions for Aperian Hotels; Mr. Charlie Stetson and Mr. Scott Seifers, Architects from Booth Hansen.

Mr. Kitchen said Aperian has ten upscale luxury hotels around the country. They aim to deliver the very top level of service. They are almost all in very dense urban environments with no onsite parking. Because parking is such a sensitive subject for Birmingham, the owner went ahead and added 56 spaces to the site. They do not rely purely on a third party valet operator. Everybody in the front of the house is called an ambassador and they are also trained to park cars if they are starting to stack. He explained the assumption made by the City's traffic consultant that the hotel needs 330 spaces is not valid.

Mr. Share was concerned about the traffic flow and the stacking and queuing and all of that on S. Old Woodward Ave. He was further concerned that the present operators may not be there a year or five or seven years from now. So there may not be all of those employees parking cars to ensure the traffic flow works on S. Old Woodward Ave. Mr. Kitchen responded they have a long-term contract to run this property for 20+ years. He explained their redesign allows short-term cars to be pulled down into the garage and then right back up and out. There are parking garages within two blocks.

In response to the Chairman, Mr. Kitchen replied their banquet facility holds 300 guests. They find the average is over two people / car. That leaves 150 people, but some are staying at the hotel for the event. Others are coming from the airport or with Uber, versus those that are local. They can staff appropriately when events are happening. There will be approximately 100 to 120 full time employees. The hotel does not provide parking for its employees. At any given time there will be about 40 employees on-site.

Motion by Mr. Williams Seconded by Ms. Prasad to receive and file 17 letters of support for the hotel from business people in Downtown Birmingham.

Motion carried, 7-0.

VOICE VOTE

Yeas: Williams, Prasad, Lazar, **Share**, Boyle, Jeffares, Koseck, Whipple-Boyce

Nays: None Absent: Clein

Mr. Labadie said if their use is not the same as described by the Institute of Transportation Engineers or the Urban Land Institute or anybody like that then compare their rates with accepted practice. He knows there is a lack of parking during peak times when they assume it will take 4.7 minutes for a valet to get to a parking space. But if there isn't one, where will they go? He had asked for the comparison several times but it wasn't given.

Mr. Williams confirmed the board is talking about issues related to valet and to congestion at the intersection at peak hours, and the ability of the operator to move cars in and out in the valet process; they are not talking about parking places.

Mr. Labadie thought that even 15 seems like a lot of valets to run back and forth to places where they don't even know if there is parking. His concern was if everyone shows up during peak hours there will be a couple of hundred cars sitting there trying to get parked. Mr. Jeffares noted the hotel could purchase parking spaces from the City for a certain period of time for an event.

Mr. Labadie demonstrated that during regular use of the hotel they will end up on a regular basis blocking their own driveway. Mr. Williams observed that one way to relieve congestion at peak times would be to get rid of the left turn lane by saying no left turns onto Brown from S. Old Woodward Ave.

Chairman Boyle invited comments from the public at 9:10 p.m.

Mr. Clint Mansour, Mansour Co., said he owns 330 Hamilton, the Jeff Glover Building; and the Peabody Mansion where Adachi will open. In his opinion what better way to activate this intersection than a five star luxury boutique hotel. He gave his full support to the ownership group.

Mr. David Foster, 512 Wallace, announced he is vehemently opposed to this project. He asked the board to contemplate

- how many cars are too many;
- how many employees need parking space--too many for the existing parking structures;
 and
- how much congestion do you want in this city?

The project will upset the balance in this community.

Mr. Steve Ferich, 282 Derby, runs the valet in Downtown Birmingham. In his opinion there is not enough parking. During a luncheon last week he had 180 cars coming at him all at once. Even though he had 20 parkers there was still a backup. The biggest issue he has is where to put the cars. He has 100 spaces in the Townsend Garage and he uses it for queuing but it's not enough. Overnights in the hotel will eat up the 53 spots in the proposed hotel, so where will they put people that come in.

Mr. Kitchen said they are here to do the right thing for the community and to help all of the businesses in town.

Mr. David Berman with the Ownership Group said their underground parking will be purely for residents, hotel guests and to accommodate whatever flow comes through. They have built a plan where they think they can manage the traffic efficiently. There will be occasions where traffic spills out of the valet stand onto N. Old Woodward Ave. That happens currently at several of the restaurants on Old Woodward Ave. But they think their project will be amazing and make a huge difference in the City.

Mr. Share indicated he would not be in favor of accepting the CIS conditionally. Mr. Koseck agreed because he thought there seems to be a gap in communications or assumptions. It would give him a level of comfort to have further discussion.

On the other hand, Ms. Whipple-Boyce said she was prepared to accept the CIS tonight with conditions. It doesn't seem like the parties are coming together. There are times when there will be overflow and that can be accepted because it happens all over the City. Parking is the problem, and parking is not what the board is here to talk about tonight. This development is in the Parking Assessment District. The applicant has more than satisfied their parking requirements. Mr. Jeffares agreed. To him the queuing is the big issue but preparations for an event can be made ahead of time. Ms. Prasad also agreed. She did not understand why the particular data is not being provided to the City's consultant by the developer. As a courtesy to the City there is no reason for them to not do that. If the parking numbers grow it not their problem, it is the City's problem. The project seems compelling enough such that she is comfortable going forward with it.

Chairman Boyle asked if the developers are sent back to do their due diligence on this topic, what will the board hear differently in six weeks?

Mr. Williams indicated he is opposed. Mr. Labadie asked for information and it wasn't provided. So he thinks it is not appropriate to go forward at this time. There is a failure to communicate between the developer and the City's Traffic Consultant.

Ms. Afrakhteh did not think the applicant should be put on pause just because of a parking issue.

Chairman Boyle stated the challenge this board faces is the nature of the developer's way of dealing with their visitors. To what extent does their model have the potential of slowing/blocking traffic in this junction. We don't know if traffic flow will be impacted by the number of people who come to be valet parked.

Chairman Boyle asked the applicant if they feel they have provided the information that was requested by the City's Traffic Consultant. Mr. Rattner answered in the affirmative. There has been much information going back and forth between the traffic consultants. Their consultant gave information, believing that was what Mr. Labadie wanted. Since it was not satisfactory, they will get to the bottom of what is needed.

Motion by Ms. Whipple-Boyce

Seconded by Mr. Jeffares to approve the CIS as provided by the applicant for the proposed development at 298 S. Old Woodward Ave., allowing the applicant the opportunity to address the following conditions of approval prior to Final Site Plan Review:

- (1) Revise the traffic and parking study to address the comments provided by Fleis & Vandenbrink regarding the trip generation and parking generation assumptions and traffic operations; and
- (2) Respond to the concerns and requests of all City departments and provide all necessary information.

Motion carried, 5-2.

ROLLCALL VOTE

Yeas: Whipple-Boyce, Jeffares, Boyle, Koseck, Prasad

Navs: Williams, Share

Absent: Clein

Site Plan Review

Based on the linear frontage, five trees are required along S. Old Woodward Ave. (218 ft. frontage), and thus the applicant is required to add one more street tree along S. Old Woodward Ave. or obtain a variance from the Board of Zoning Appeals.

It was discussed there are presently six parallel parking spaces that are proposed to be removed to accommodate valet. This board does not have jurisdiction on that issue.

Mr. Share expressed his concern about the level of congestion in the intersection. Mr. Williams suggested adding a condition that the site plan approval is conditional on the Police Dept.'s approval of the valet parking to eliminate congestion as much as possible in the intersection.

There was no public discussion at 9:53 p.m.

Motion by Ms Whipple Boyce

Seconded by Ms. Prasad to approve the Preliminary Site Plan for 298 S. Old Woodward Ave. with the following conditions:

- (1) Provide details regarding the type and placement of all mechanical equipment and associated screening at Final Site Plan review;
- (2) Add one street tree along S. Old Woodward Ave. or obtain a variance from the Board of Zoning Appeals or a waiver from the City Arborist;
- (3) Submit a photometric plan and specification sheets on all proposed lighting at Final Site Plan Review;
- (4) Comply with the requirements of all City departments;
- (5) Provide material samples and specification sheets at Final Site Plan Review;
- (6) Removal of public parking on S. Old Woodward Ave. is subject to approval by the Advisory Parking Committee and the City Commission; and
- (7) Subject to Police Dept. approval of the valet.

There was no one in the audience who wished to comment on the motion.

Motion carried, 7-0.

ROLLCALL VOTE

Yeas: Whipple-Boyce, Prasad, Boyle, Jeffares, Koseck, Share, Williams

Nays: None Absent: Clein

The Chairman asked people in the room to find a way to overcome any deep challenges. Everyone on the board wants to make this work but they don't want to create problems in doing so.

Zoning Compliance Summary Sheet Final Site Plan &Design Review 298 S. Old Woodward – Boutique Hotel

Existing Site: DRS Housecalls, Medical Office

Zoning: B-4, Business-Residential, D-4 (Overlay)

Land Use: Vacant office buildings and a surface parking lot

Existing Land Use and Zoning of Adjacent Properties:

	North	South	East	West
Existing Land Use	Retail/ Commercial	Retail/ Commercial	Office/ Commercial	Surface Parking Lot
Existing Zoning District	B-4 Business- Residential	B-2 General Business	B-4 Business- Residential	B-4 Business- Residential
Overlay Zoning District	D-4	D-3	D-4	D-4

Land Area:

Existing:

0.618 acres

Proposed:

0.618 acres

Minimum Lot Area:

Required:

N/A

Proposed:

N/A

Min. Floor Area /Unit:

Required:

600 ft2 / 1 bedroom, 800 ft2 / 2 bedrooms, 1000 ft² / 3

bedroom residential unit

Proposed:

600-818 ft2 for all 17 residential units (all 1-Bedroom units

on 5th floor)

Max. Total Floor Area:

Required:

N/A

Proposed:

N/A

Min. Open Space:

Required:

N/A

Proposed:

N/A

Max. Lot Coverage:

Required:

N/A

Proposed:

N/A

Front Setback:

Required:

0 ft., building facades at the first story must be

located at the frontage line (on or within 3 ft. of the frontage

line)

Proposed:

0 ft.

Side Setbacks:

Required:

0 ft.

Proposed:

0, 10 ft. (north elevation for via)

Rear Setback:

Required:

10 ft. from midpoint of alley or equal to that of adjacent

building (0 ft.)

Proposed:

0 ft.

Max. Bldg. Height:

Permitted:

D-4 – 80' overall (including mechanical), 58 ft. maximum

eave height, 5 stories

Proposed:

78 ft. overall height at tallest point including mechanical

equipment and screening, 57 ft. 4 in. to the eave line, 5

stories

Min. Eave Height:

Required:

20 ft.

Proposed:

57 ft. 4 in.

1st Floor-Ceiling Height:

Absence of Bldg. Façade:

Required:

10 ft.

Proposed:

11 ft.

Front Entry:

Required:

Principal pedestrian entrances must be on frontage line

Proposed:

The principle pedestrian entrances are located on the frontage line and recessed 3 ft.to accommodate door swing

Screen wall along all frontage lines where there is no

building façade to provide a continuous street wall

Proposed:

Required:

Building provides continuous building façade on S. Old

Woodward and Brown

Opening Width:

Required:

Maximum 25 ft. opening

Proposed: Two 9 ft. wide garage doors, one on Brown and one on S.

Old Woodward

Parking: Required: 22 (1.25 spaces x 17 two room units); none required for

commercial uses as property is located in the Parking

Assessment District

Proposed: 56 parking spaces in lower level of the building

Min. Parking Space Size: Required: 180 ft²

Proposed: 180 ft²

Parking in Frontage: Required: No parking in front open space or within 20' of building

frontage on first floor

Proposed: All parking is proposed to be contained on the lower level

within the building

Loading Area: Required: 1 loading space (commercial space <20,000 ft²), must be

within the rear yard and doors to interior loading areas cannot face a public street. Space must be 40' by 12' by

14' in height.

Proposed: 1 open air loading space 40' by 12' by 14' in height.

Screening:

Parking: Required: Minimum 32 in. high masonry wall with stone cap

Proposed: All parking is proposed to be contained on the lower level,

fully screened within the building

Loading: Required: Minimum 6 ft. screening where open to public view

Proposed: Loading on west side of building with ornamental metal

screening gate facing Brown

Rooftop Mechanical: Required: Full screening to compliment the building

Proposed: 10 ft. painted metal panels. No specification sheets for

mechanical equipment submitted for screening verification.

Elect. Transformer: Required: Fully screened from public view

Proposed: N/A

Dumpster: Required: 6 ft. high capped masonry wall with wooden gates

Proposed: All trash and recyclable storage is proposed within the

building

Final Site Plan & Design Review Application 6-12-17

Birmingham Boutique Hotel

298 S Old Woodward Ave Birmingham, MI 48009



Prepared by

Booth Hansen Architects 333 S Desplaines Street Chicago, Il 60661

Owner

Lorient Capital as agent for Woodward Brown Ventures, LLC. 102 Pierce Street Birmingham, MI

Birmingham Boutique Hotel

Birmingham, MI

Development Team

Owner

Lorient Capital as agent for Woodward Brown Ventures, LLC 102 Pierce Street Birmingham, MI 48009 C: 617-388-2538

Architect

Booth Hansen 333 S DesPlaines St Chicago, II. 60661 (312) 869-5000

Hotel Operator

Aparium Hotel Group 833 West Washington Boulevard Second Floor Chicago, Illinois 60607 (312) 275-1077 O

Development Manager

Tynan Group, Inc. 760 N. Frontage Road, Suite 101 Willowbrook, IL 60527 630 479-0457

Structural Engineer

Goodfriend Magruder Structure, LLC. 53 W Jackson Blvd 1019 Monadnock Block Chicago, IL 60604 (312) 607-9898 O

MEP/FP Engineers

Elara Engineering 30 N Wolf Rd, 2nd Floor Hillsdale, II. 60162-1605 (708) 236-0300 O

Civil Engineers/Traffic Engineers Giffels Webster

28 W. Adams Street, Suite 1200 Detroit, MI 48226 (313) 962-4442 O

Landscape Architect

Wolff Landscape Architecture, Inc. 307 N Michigan Ave, Suite 601 Chicago, II. 60601 (312) 663-5494

Accessibility

LCM Architects 819 S Wabash Ave, Suite 509 Chicago, II. 60605-2153 312.913.1717 O

Acoustics

Shiner + Associates, Inc. 225 West Washington St — Suite 1625 Chicago, II. 60606 (312) 849-3340 O

Elevator

Jenkins & Huntington, Inc. Jenkins & Huntington Inc. 17W106 91st Street Willowbrook, IL 60527 (630) 325-4450 O

Food Service

Clevenger, Frable, LaValle 39 Westmoreland Ave. White Plains, NY 10606 (914) 997-9660 ext 223

Geotechnical Engineer

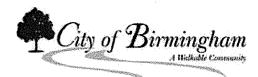
2 G Consulting Group 1595 Eisenhower Place Ann Arbor, MI 48108 734 390-9330

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4.3	List of Changes from Preliminary Site Plan Review
4.4	Drawings

Section 1

Final Site Plan & Design Review Application



Final Site Plan & Design Review Application Planning Division

Form will not be processed until it is completely filled out.

1.	Αp	pl	lica	nt	
			_		

Name: Charlie Stetson AIA, LEED AP

Address: 333 S Desplaines St. Suite 100
Chicago, Il. 60661

Phone Number: (312) 869-5000

Fax Number: (312) 869-5011

Email Address: cstetson@boothhansen.com

2. Applicant's Attorney/Contact Person

Name:	WWRP (Richard Rattner		
Address:	s: _ 380 North Old Woodward Suite 300		
Birmingham, MI 48009			
Phone Number: (248) 642-0333			
Fax Number: (248) 642-0856			
Email Add	lress: rdr@wwrplaw.com		

Property Owner

Name: Lorient Capital as agent for Woodward Brown Ventures, LLC
Address: 102 Pierce St
Birmingham, MI 48009
Phone Number: (617) 388-2538
Fax Number: Email Address: david@lorientcap.com

Project Designer/Developer

Name:	Charlie Stetson AIA, LEED AP
Address:	333 S Desplaines St Suite 100
	Chicago, Il. 60661
Phone Number:	(312) 869-5000
Fax Number:	(312) 869-5011
Email Address:	cstetson@boothhansen.com

3. Required Attachments

- · Warranty Deed with legal description of property
- Required fee (see Fee Schedule for applicable amount)
- Two (2) folded copies of scaled plans including a certified land survey, color elevations showing all materials, site plan, landscape plan, photometric plan, and interior plan
- Photographs of existing site and buildings

- •Catalog sheets for all proposed lighting, mechanical equipment & outdoor furniture
- Application Fee
- · Digital copy of plans
- Samples of materials used
- · Additional information as required

4. Project Information

Address/Location of Pro	perty: 298 S Old Woodward Ave		
	Birmingham, MI 48009		
Name of Development:	Birmingham Boutique Hotel		
Sidwell #:	19-36-202-009 and 19-36-202-016		
Current Use:	Office and surface parking lot		
Proposed Use:	Mixed Use - Commercial/Residential		
Area in Acres:	.618 acres		
Current Zoning:	B-4/D-4 Overlay		
Zoning of Adjacent Properties: B-4 East, North and West, B-2 South			
Is property located in the floodplain? No			

Name of Historic District site is in, if any: Historic Business Dist	irict		
Date of HDC Approval, if any: TBD			
Date of Application for Preliminary Site Plan: 4-26-17			
Date of Preliminary Site Plan Approval: 5-24-17			
Date of Application for Final Site Plan: 6-28-17			
Date of Final Site Plan Approval:TBD			
Date of Revised Final Site Plan Approval:			
Date of Revised Final Site Plan Approval:			
Date of DRB approval, if any:none			
Will proposed project require the division of platted lots? No			

5. Details of the Nature of Work Proposed (Attach separate sheet if necessary)

5 Story Mixed Use Commercial/Residentail building with 2 level underground parking. Ground (street level) floor is proposed to be a restaurant, commercial space and hotel lobby. Mezzanine level is proposed to be meeting rooms. Levels 2-4 are proposed to be hotel rooms. Level 5 is proposed to be Residential rental units.

Exterior Material include: Grey Limestone. "Madison Cafe" from Quarrastone. Dark grey Granite base. "Wisp Granite from Quarrastone. Painted aluminum metal panels and widow frames - Color Linetec "Ascher Bronze. Painted perforated corrugated matal panel screen wall - color Linetec "Ascher Bronze".

Painted aluminum louvers. Finish to match metal panels. Metal panels to be Pac-Clad or equal. Stone cladding to be large format 2'X4' or 3'X6' modules.

6. Buildings and Structures Use of Buildings: Commercial/Residentail Number of Buildings on site: Height of Building & # of stories: 70 feet/5 stories Height of rooftop mechanical equipment: 79.50 feet 7. Floor Use and Area (in square feet) **Commercial Structures:** Total basement floor area: 50,364 SF (two levels) Office space: 1,587 SF Retail space: Number of square feet per upper floor: 25,182 SF 11,539 SF Total floor area: 159,597 SF (including basement levels) Industrial space: NA Floor area ratio (total floor area divided by total land area): 5.92 Assembly space: 7,446 SF Open space: 1,753 SF Seating Capacity: 497 Percent of open space: 6.5% Maximum Occupancy Load: 1,384 (includes office, retail, assembly and hotel **Residential Structures:** Total number of units: 17 - at 5th floor only Rental units or condominiums?: Rental 600 SF to 818 SF Size of one bedroom units: Number of one bedroom units: Size of two bedroom units: ____ 664 SF to 823 SF Number of two bedroom units: Number of three bedroom units: 0 NA Size of three bedroom units: NA Open space: Seating Capacity: Maximum Occupancy Load: 76 (includes 5th floor residential only Percent of open space: 8. Required and Proposed Setbacks Required front setback: Proposed front setback: Required rear setback: Proposed rear setback: Required total side setback: Proposed total side setback: Side setback: Second side setback: 9. Required and Proposed Parking Required number of parking spaces: 1.25X9 +1.5X8 = 24 spaces Proposed number of parking spaces: 10'X18' or larger Typical angle of parking spaces: 90 degree/45 degree Typical size of parking spaces: Typical width of maneuvering lanes: varies - see plans Number of spaces < 180 sq. ft.: 0 Location of parking on the site: Number of handicap spaces: 2 basement Location of off site parking: _ none ____no Shared Parking Agreement?: Number of light standards in parking area: Height of light standards in parking area: Screenwall material: Height of screenwall: 10. Landscaping Location of landscape areas: Proposed landscape material: Streetscapes along Old Woodward and Brown St. Via route Decorative flowering annuals, grasses and shrubs. Stone North of proposed project. Second floor green roof. Fifth floor pavers and steel plate raised planters in via. Old Woodward green roof and pavers. reconstruction streetscapestandards along Old Woodward.

11. Streetscape

Sidewalk width: 17' at Old Woodward. 10' at via. Number of benches: 6 Number of planters: 4 at via and 4 at Old Woodward Number of existing street trees: 6 Number of proposed street trees: 9 Streetscape Plan submitted?: yes	Description of benches or planters: Raised planters with steel edge at via. Birmingham City standard along Old Woodward. See landscape plan. Species of existing street trees: Species of proposed street trees: 4" caliper shade trees. Regal Prince Oak and Triumph Elm.
12. Loading	
Required number of loading spaces: (3) 40'X12'X14' H Typical angle of loading spaces: 90 degree Screenwall material: ornamental metal gate Location of loading spaces on the site: Loading doors open toward rear yard. 13. Exterior Trash Receptacles	Proposed number of loading spaces: 1 Typical size of loading spaces: 40'X12'X14'H Height of screen wall: ornamental metal gate
Required number of trash receptacles: located indoors Location of trash receptacles: located in doors Screenwall material:	Proposed number of trash receptacles: located indoors Size of trash receptacles: located indoors Height of screenwall: located indoors
Utilities & Transformers: Number of ground mounted transformers: Size of transformers (LxWxH):	Location of all utilities & easements: refer to Civil Utility Plan
Number of utility easements:	Height of screen wall: underground
Ground Mounted Mechanical Equipment: Number of ground mounted units:0 Size of ground mounted units (LxWxH):	Location of all ground mounted units: NA
Screenwall material:	Height of screenwall:
Rooftop Mechanical Equipment: Number of rooftop units: (2) MAU 50 tons each Type of rooftop units: (30) air cooled VRF condensors (11) toilet exhaust fans (1) kitchen exhaust fan	Location of all rooftop units: refer to roof plan Size of rooftop units (LxWxH): MAU-22'X11"X 8' H VRF condensors 2.5'X5'X6'H
Screenwall material: perforated corrugated metal panel Location of screenwalls: fifth floor rooftop	Height of screenwall: 11'-0" Percentage of rooftop covered by mechanical units: 33% Distance from rooftop units to all screenwalls: varies

15. Accessory Buildings NA Number of accessory buildings: Size of accessory buildings: Location of accessory buildings: Height of accessory buildings: 16. Building Lighting varies - see cut sheets Number of light standards on building: Type of light standards on building: Height from grade: refer to elevations Size of light fixtures (LxWxH): varies see plans see fixture cuts Maximum wattage per fixture: Proposed wattage per fixture: Light level at each property line: see photometric studies Number & location of holiday tree lighting receptacles: TBD The undersigned states the above information is true and correct, and understands that it is the responsibility of the applicant to advise the Planning Division and / or Building Division of any additional changes made to an approved site plan. The undersigned further states that they have reviewed the procedures and guidelines for site plan review in Birmingham, and have complied with same. The undersigned will be in attendance at the Planning Board meeting when this application will be discussed. 6-12-17 Signature of Owner: Mark Mitchell Print Name: 6-12-17 Signature of Applicant: Date: Charlie Stetson Print Name: 6-12-17 Signature of Architect: Charlie Stetson Print Name: Office Use Only Application #: Date Received: Fee: Date of Approval: Date of Denial: Accepted by:

Section 2

Final Site Plan & Design Review Application Checklist

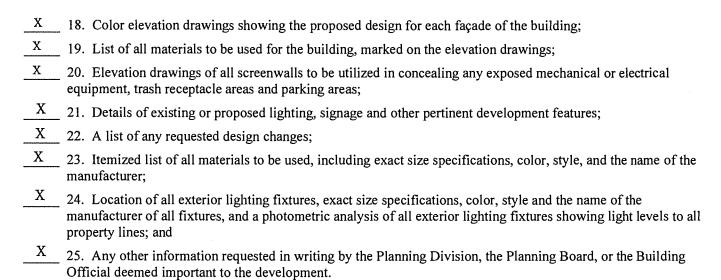


FINAL SITE PLAN AND DESIGN REVIEW APPLICATION CHECKLIST - PLANNING DIVISION

Applica	nt: Charlie Stetson AIA, LEED AP	C	ase #:	Date:_	6-12-17	
Address	. 298 Old Woodward Ave	Project:	Birmingham B	outique Hotel		
applicab	plans and elevation drawings prepared for apole requirements of the City of Birmingham. ust be legible and of sufficient quality to promust be folded and stapled together. The accordance is a stapled together.	If more than o vide for quality	ne page is used, e	each page shall brecording. Plan	oe numbered seque s must be no large	entially. All er than 24" x
Final S	Site Plan					
A full s	ite plan detailing the proposed changes f	or which app	roval is requeste	ed shall be drav	wn at a scale no	smaller than 1'
= 100'	(unless the drawing will not fit on one 24	4" X 36" shee	t) and shall incl	ude:		
X	Name and address of applicant and p	proof of owne	rship;			
<u>X</u>	2. Name of Development (if applicable	e);				
<u>X</u>	3. Address of site and legal description	of the real es	tate;			
<u>x</u>	4. Name and address of the land survey	or;				
<u>X</u>	5. Legend and notes, including a graph	ic scale, north	n point, and date	·••		
<u>X</u>	6. A separate location map;					
<u>X</u>	7. A map showing the boundary lines of developed as well as the adjacent land;	of adjacent lar	nd and the existing	ng zoning of tl	ne area proposed	to be
<u>X</u>	8. A list of all requested elements / cha	nges to the si	te plan;			
$\frac{X}{X}$	9. Any changes requested marked in co	olor on the site	e plan and on all	l elevations of	any building(s);	
<u>X</u>	10. A chart indicating the dates of any Design Review Board, or the Historic D				Board of Zoning	Appeals,
<u>X</u>	11. Existing and proposed layout of strong	eets, open spa	ace and other bas	sic elements o	f the plan;	
<u>X</u>	12. Existing and proposed utilities and	easements an	d their purpose;			
<u>x</u>	13. Location of natural streams, regular wooded areas, isolated preservable trees fire hydrants and any other significant for	s, wetlands, h	istoric features,	existing struct	ures, dry wells,	utility lines,
<u>X</u>	14. General description, location, and t	ypes of struct	ures on the site;			
<u>x</u>	15. Details of existing or proposed ligh	ting, signage	and other pertin	ent developme	ent features;	
<u>X</u>	16. A landscape plan showing all existi size, and type of plantings proposed and				terials, including	g the number,
<u>X</u>	17. Any other information requested in Official deemed important to the development		e Planning Divi	sion, the Plant	ning Board, or th	e Building

Elevation Drawings

Complete elevation drawings detailing the proposed changes for which approval is requested shall be drawn at a scale no smaller than 1" = 100' (unless the drawing will not fit on one 24" X 36" sheet) and shall include:



Section 3

Final Site Plan & Design Review-Supplemental Information

Birmingham Boutique Hotel 298 S Old Woodward Ave Birmingham, MI 48009

Final Site Plan & Design Review-Supplemental Information

FINAL SITE PLAN

1. Name and address of applicant and proof of ownership;

David Berman
Lorient Capital as Agent for Woodward Brown Ventures L.L.C.
102 Pierce Street
Birmingham, MI 48009
Phone 248-247-258.3813
david@lorientcap.com
Proof of Ownership: see attached Covenant Deed dated 1-8-16

2. Name of Development (if applicable);

Birmingham Boutique Hotel

3. Address of site and legal description of the real estate;

298 S Old Woodward Avenue & 325 East Brown St Birmingham, MI 48009 See survey for legal description

4. Name and address of the land surveyor;

Giffels Webster 28 W Adams Street, Suite 1200 Detroit, MI 48226 (313) 962-4442

5. Legend and notes, including a graphic scale, north point, and date;

See Site Plan

6. A separate location map;

Please refer to Appendix for Vicinity and Location map

7. A map showing the boundary lines of adjacent land and the existing zoning of the area proposed to be developed as well as the adjacent land;

Please refer to Appendix for Zoning Map

8. A list of all requested elements /Changes to the site plan.

Preliminary Site Plan Changes

- · Show mechanical equipment details and all screening
- Provide exterior wall material samples
- Add (1) additional tree to the ROW for this property along Old Woodward Ave.
- Add pedestrian light fixtures per the Old Woodward street reconstruction project.

- Add exterior lighting and photometric studies.
- Reach agreement on traffic study between City Consultant and Project traffic consultant.
- Address removal of diagonal parking along Old Woodward with City Parking Commission.
- Address approval of valet plan with the Birmingham Police Department.
- Address all comments from City engineering department.
- 9. Any changes requested marked in color on the site plan and on elevations of any buildings.
 - Changes described above
- 10. A chart indicating the dates of any previous approvals by the Planning Board, Board of Zoning Appeals, Design Review Board, or the Historic District Commission ("HDC").
 - Preliminary Site Plan Approval 5-24-17
 - Historic District Commission Will present 6-21-17
- 11. Existing and proposed layout of streets, open space and other basic elements of the plan.

Refer to proposed site plan

12. Existing and proposed utilities and easements and their purpose.

Refer to Civil Utility Plan

13. Location of natural streams, regulated drains, 100 year flood plains, floodway, water courses, marches, wooded areas, isolated preservable trees, wetlands, historic features, existing structures, dry wells, utility lines, fire hydrants and any other significant features that may influence the design of the development.

Refer to survey and site plan drawings.

- 14. General description, location, and types of structures on the site.
 - Existing 1 story brick and block building at the corner of Old Woodward and Brown St.
 - Existing 2 story brick and block building at the SW corner of the site.
 - Existing surface parking lot.
- 15. Details of existing or proposed lighting, signage, and other pertinent development features.
 - Refer to Landscape Site Plans, Building Elevations, and Photometric studies for exterior lighting design.
 - Signage package is not yet included.
- 16. A landscape plan showing all existing and proposed planting and screening materials, including the number, size, and type of plantings proposed and the method of irrigation.

Refer to Landscape plans.

17. Any other information requested in writing by the Planning Division, the Planning Board, or the Building Official deemed important to the development.

See Item 8 above.

ELEVATION DRAWINGS

18. Color elevation drawings showing the proposed design for each façade of the building.

Refer to attached elevations and rendered perspective views.

19. List of all materials to be used for the building, marked on the elevations.

Refer to attached elevations and Item 5 from the Final Site Plan & Design Review Application.

20. Elevation drawings of all screen walls to be utilized in concealing any exposed mechanical or electrical equipment, trash receptacle areas and parking areas.

Refer to attached elevations and rendered perspective views.

- 21. Details of existing or proposed lighting, signage and other pertinent development features.
 - Refer to Landscape Site Plans, Building Elevations, and Photometric studies for exterior lighting design.
 - Signage package is not yet included.
- 22. A list of any requested design changes.

See Item 8 above.

23. Itemized list of all materials to be used, including exact size specifications, color, style, and the name of the manufacturer.

Refer to attached elevations and Item 5 from the Final Site Plan & Design Review Application.

- 24. Location of all exterior lighting fixtures, exact size specifications, color, style and the name of the manufacturer of all fixtures, and a photometric analysis of all exterior lighting fixtures showing light levels to all property lines.

 Refer to Landscape Site Plans, Building Elevations, and Photometric studies for exterior lighting design.
- 25. Any other information requested in writing by the Planning Division, the Planning Board, or the Building Offical deemed important to the development.

See item 8 above.

Section 4

Appendix

4.1 Proof of Ownership

- 4.2 Maps
- 4.3 List of Changes From Preliminary Site Plan Approval
- 4.4 Drawings

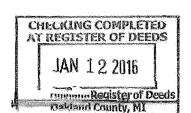
4.1 Proof of Ownership

OAKLAND COLBITY TREASURERS CERTIFICATE. This is to carbly that there are no definingent properly lexes as of this date event to our office on this properly. So representation is made as to the status of any lexes, tax items or titles owned to any other satisfact.

JAN 12 206

ON)

ANDREW E. MEISHER, County Treasurer Sec. 135, Act 706, 1893 as amended 1224
LIBER 48970 PAGE 673
\$19.00 DEED - COMBINED
\$4.00 REMONUMENTATION
01/13/2016 10:57*08 A.M. RECEIPT 4719
PAID RECORDED - OAKLAND COUNTY
LISA BROWN, CLERK/REGISTER OF DEEDS



COVENANT DEED

THIS INDENTURE is made this 8th day of January, 2016, between WMSR COMPANY, L.L.C., a Michigan limited liability company, whose address is 30150 Telegraph Road, Suite 373, Bingham Farms, Michigan 48025 ("Grantor") and WOODWARD BROWN VENTURES, LLC, a Michigan limited liability company, whose address is 102 Pierce Street, Birmingham, Michigan 48009 ("Grantee").

WITNESSETH:

That the Grantor, for and in consideration of the sum disclosed on the Real Estate Transfer Tax Valuation Affidavit filed herewith to it paid by the Grantee, the receipt of which is hereby confessed and acknowledged, has transferred, granted, sold, and conveyed, and by these presents does transfer, grant, sell and convey, unto the Grantee, and to its successors and assigns, forever, all that certain real estate located in the City of Birmingham, County of Oakland, State of Michigan, described on Exhibit A attached hereto and incorporated herein, to have and to hold the premises as before described unto the Grantee, its successors and assigns, forever.

And the Grantor, for itself, and its successors, does hereby covenant, promise and agree to and with the Grantee, its successors and assigns, that Grantor will warrant and defend the said premises with the hereditaments and appurtenances unto the Grantee, its successors and assigns, forever against the lawful claims of all persons claiming by, from or under Grantor, but against no other claims or persons.

Subject, however, to easements, zoning ordinances, and restrictions of record, if any and to the exceptions set forth on the attached Exhibit B.

The Grantor grants to the Grantee the right to make all divisions legally available to the Property under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967, as amended.

This property may be located within the vicinity of farm land or a farm operation. General accepted agricultural and management practices which may generate noise, dust, odors and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

63-15431453-Scm

OK - LG

PM 12: 45

5-23

IN WITNESS WHEREOF, the Grantor has executed this instrument on the date first written above as declared this conveyance to be binding upon it and its personal representatives, heirs, successors and

and has declared this conveyance to be binding upon it and its personal representatives, heirs, successors and assigns.			
	WMSR COMPANY, L.L.C., a Michigan limited liability company		
	By: Mark A. Thomas, Member		
	By: William P. Jamnick, Member		
STATE OF MICHIGAN)) SS. COUNTY OF <u>Vakiand</u>)			
The foregoing instrument was acknowledged Thomas and William P. Jamnick, the Members of company, on behalf of said Company.	before me this day of January, 2016, by Mark A. WMSR Company, L.L.C., a Michigan limited liability		
Tine M Easley Notary Public of Michigan Oakland County Expires 04/18/2021 Acting in the County of	, Notary Public, Notary Public		
Drafted By And When Recorded, Return To:)	Send Subsequent Tax Bills To:		
Mary P. Nelson, Esq. Abbott Nicholson, P.C. 300 River Place, Suite 3000 Detroit, Michigan 48207-4225	Grantee		
Return to: Mark Mitchell, 102 f	Perce Street, Birmingham, HI 48009		

4843-7274-0652, v. 1

EXHIBIT A

LEGAL DESCRIPTION

Property located in the City of Birmingham, Oakland County, Michigan more particularly described as:

Part of Lot 21 of Assessor's Plat No. 25, being a Replat of Taber Addition and Lots 1, 2 and 3, Brown's Addition and Plat of the Northeast 1/4 of Sec. 36, Town 2 North, Range 10 East, according to the Plat thereof as Recorded in Liber 54A, Page 73 of Plats, Oakland County Records, described as beginning at the Southeast corner of said Lot 21, thence North 35 degrees 59 minutes 36 seconds West along the east line of said Lot 21 a distance of 80.47 feet, thence South 61 degrees 39 minutes 51 seconds West 34.25 feet, thence South 30 degrees 13 minutes 39 seconds East 79.76 feet to the South line of said Lot 21, thence North 61 degrees 42 minutes 50 seconds East along said South line 42.34 feet to the point of beginning.

RE: 325 E. Brown Street, Birmingham, Michigan 48009

Tax Item No. 19-36-202(09) 000

LEGAL DESCRIPTION

Property located in the City of Birmingham, Oakland County, Michigan more particularly described as:

Easterly part of Lot 3 lying adjacent to Lot 24, described as: Beginning at Northwest corner of Lot 24; thence South 35 degrees 30 minutes 00 seconds East 40.51 feet; thence South 61 degrees 32 minutes 15 seconds West 23.77 feet; thence North 36 degrees 25 minutes 04 seconds West 37.09 feet; thence North 53 degrees 16 minutes 30 seconds East 24.19 feet to beginning. Also part of Lot 21, beginning at Southwest corner of Lot 23; thence North 35 degrees 49 minutes 05 seconds West 52.93 feet; thence South 31 degrees 27 minutes 05 seconds East 52.56 feet; thence North 61 degrees 41 minutes 10 seconds East 4.04 feet to beginning. Also all of Lot 22, also Lot 23, except beginning at Northwest lot corner; thence North 61 degrees 32 minutes 15 seconds East 2.35 feet; thence South 31 degrees 27 minutes 05 seconds East 30.56 feet; thence North 35 degrees 49 minutes 05 seconds West 30.78 feet to beginning, also all of Lot 24, "Assessor's Plat No. 25", as recorded in Liber 54A, Page 73 of Plats, Oakland County Records.

RE: 298 South Old Woodward, Birmingham, Michigan 48009

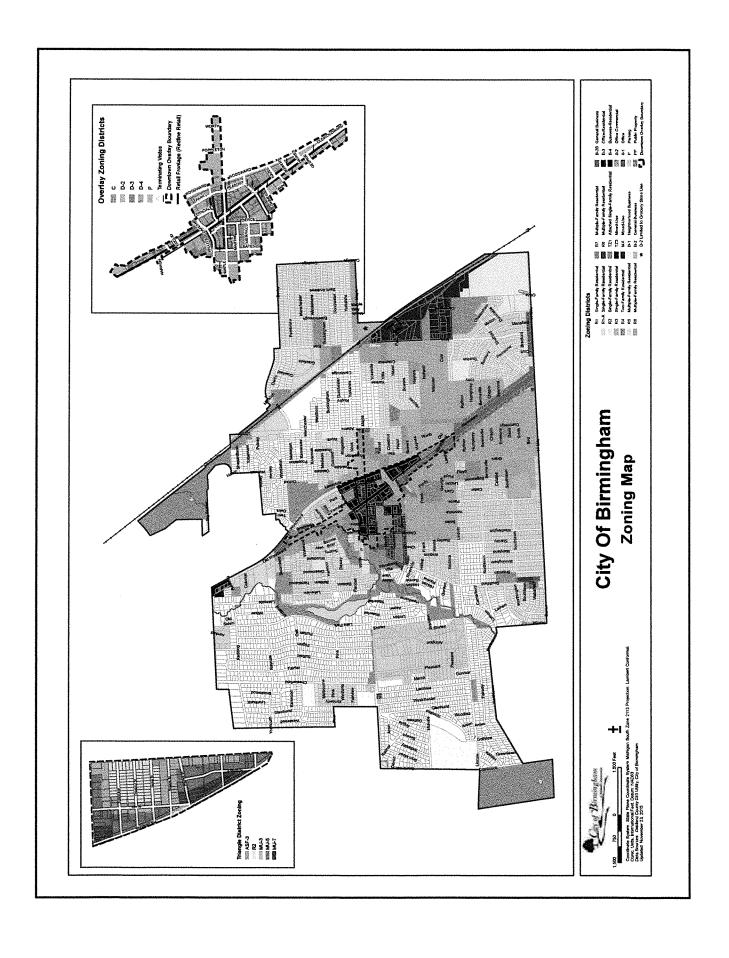
Tax Item No. 19-36-202-016

EXHIBIT B - EXCEPTIONS TO TITLE

- 1. Any facts, rights, interests, or claims that are not shown by the public records but that could be ascertained by an inspection of the property or by making inquiry of persons in possession of the property.
- 2. Easements, liens, encumbrances, existing water, mineral, oil and exploration rights, or claims thereof, not shown by the public records.
- 3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the public records.
- 4. Taxes and assessments not assessed, due or payable as of the date hereof.
- 5. Subject to the rights of the public and of any governmental agency in any part of the land thereof taken, used or deeded for street, road or highway purposes.

4843-7274-0652, v. 1

4.2 Maps



4.3
List of Changes from Preliminary Site Plan Review

BOOTH HANSEN

June 12, 2017

298 S Old Woodward Ave Birmingham Boutique Hotel

List of Changes from Preliminary Site Plan Approval Meeting on 5-24-17

- 1. Show mechanical equipment details and all screening
- 2. Provide exterior wall material samples
- 3. Add (1) additional tree to the ROW for this property along Old Woodward Ave.
- 4. Add pedestrian light fixtures per the Old Woodward street reconstruction project.
- 5. Add exterior lighting and photometric studies.
- 6. Reach agreement on traffic study between City Consultant and Project traffic consultant.
- 7. Address removal of diagonal parking along Old Woodward with City Parking Commission.
- 8. Address approval of valet plan with the Birmingham Police Department.
- 9. Address all comments from City engineering department.

4.4 Drawings

BIRMINGHAM BOUTIQUE HOTEL 298 S OLD WOODWARD AVE BIRMINGHAM, MI 48009

FINAL SITE PLAN & **DESIGN REVIEW APPLICATION** 06-12-2017

PROJECT INFORMATION

PROJECT NUMBER 1623.00

ADDRESS 298 S Old Woodward Ave Birmingham, MI 48009

CONTACTS
LORIENT CAPITAL LLC
David Berman & Mark Mitchell
102 Pierce Street
Birmingham, MI 48009
david@iorientcap.com / mark@iorientcap.com

TYNANGROUP, INC.
Steve Morris & John P. Tynan
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Willowbrook, IL 60527
smorris@tynangroup.com / jutnan@tynangroup.com

APARIUM
Mario Tricoci & Michael Kitchen
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Charlie Stetson, BOOTH HANSEN cstetson@boothhansen.com

Scott Cyphers, BOOTH HANSEN scyphers@boothhansen.com

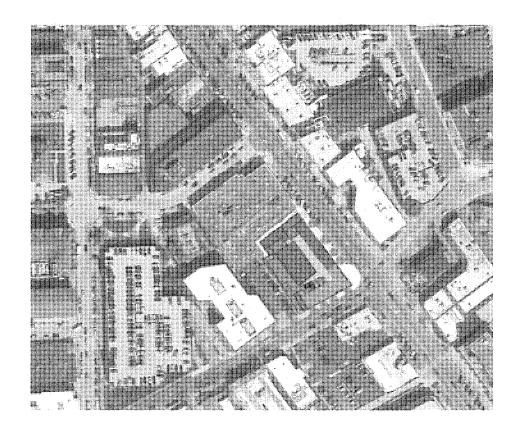
ROOTH HUNSEN



BOOTH HANSEN

FINAL SITE PLAN

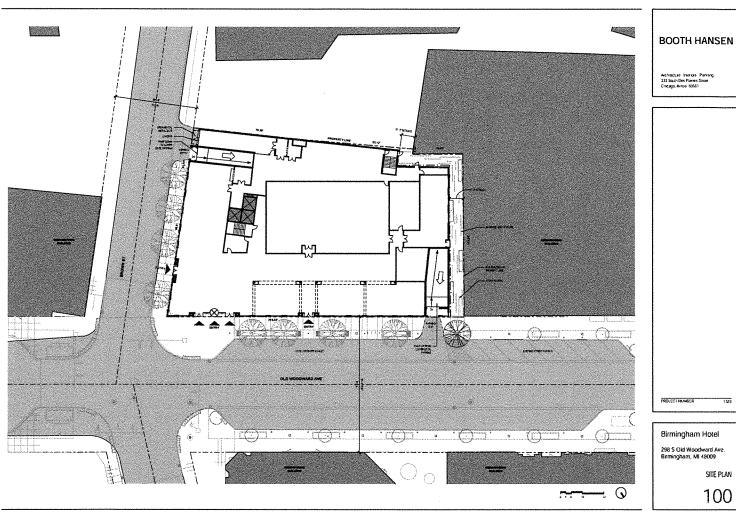
36 5 Old Woodward Avo Breanghain, MI 42009



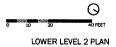
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GROUND LEVEL SITE PLAN

BOOTH HANSEN

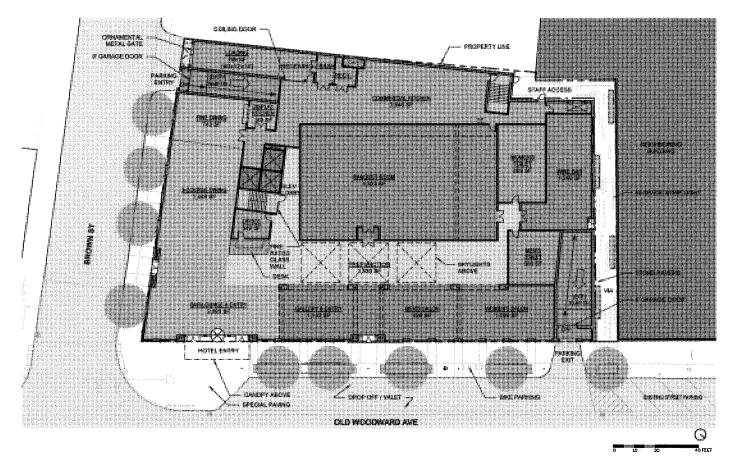








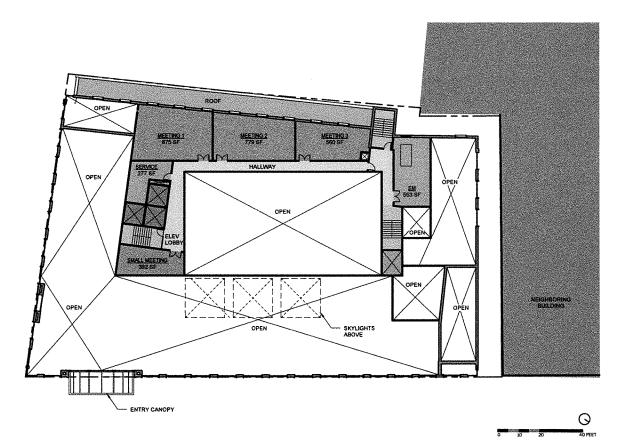




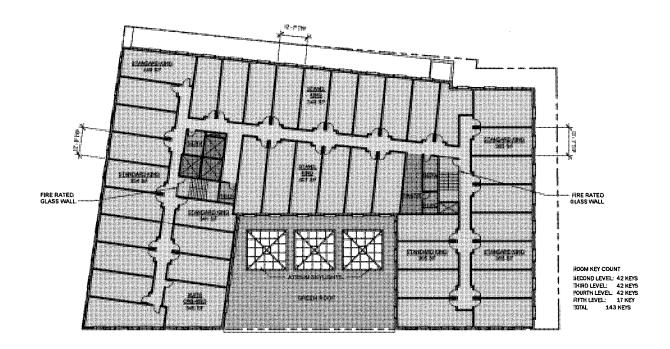
GROUND LEVEL PLAN

BOOTH HANSEN FINAL SITE PLAN

259 5 Old Woodward Ave Bettingham, MI 49009 06-12-2017



MEZZANINE LEVEL PLAN



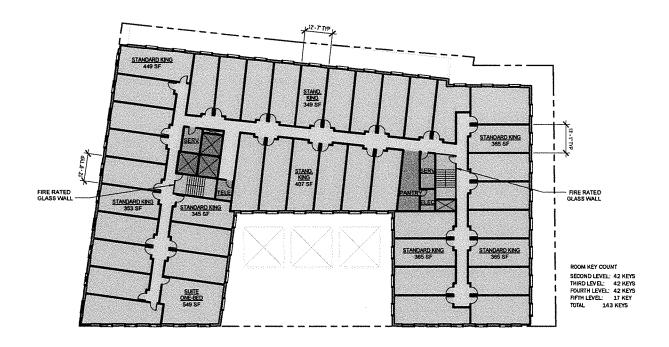


FINAL SITE PLAN

BOOTH HANSEN

298 S Old Woodward Ave Brimingham, Mt 48000

06-12-201)

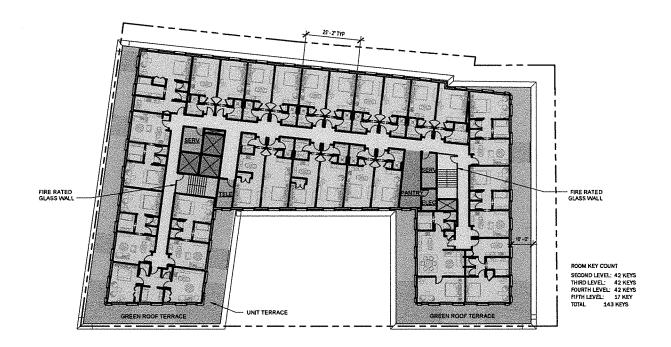




BOOTH HANSEN

FINAL SITE PLAN

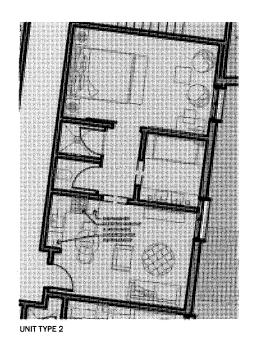
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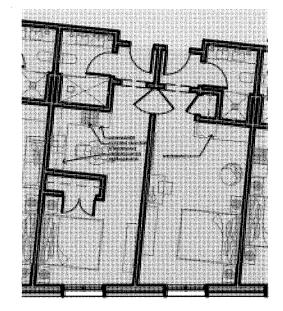




FIFTH LEVEL PLAN

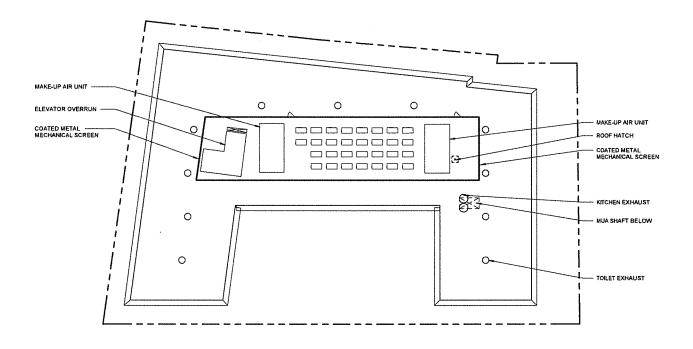
BOOTH HANSEN





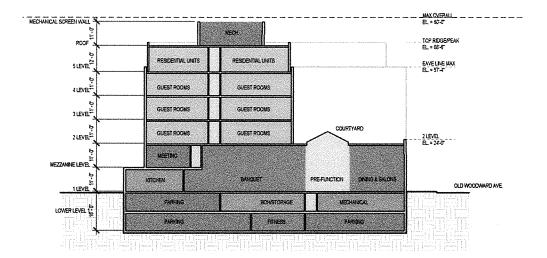
UNIT TYPE 1

UNIT TYPES

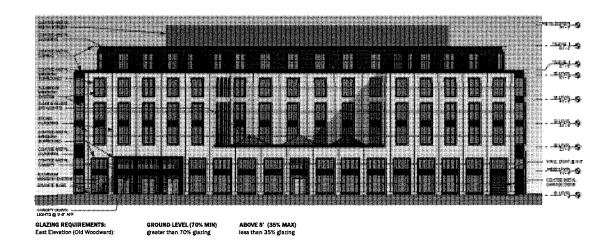




ROOF LEVEL PLAN

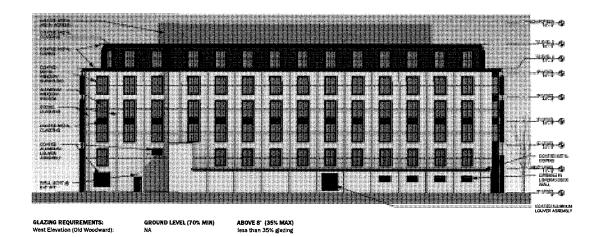




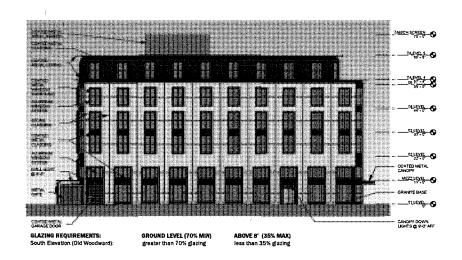


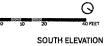


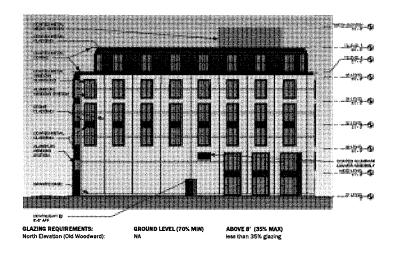
EAST ELEVATION













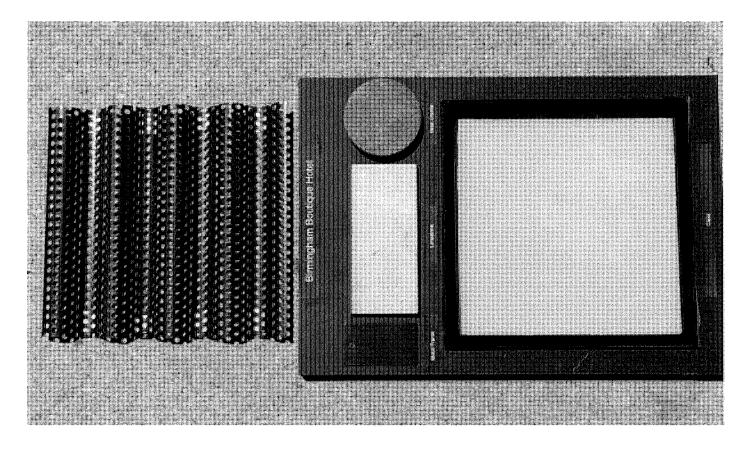


FINAL SITE PLAN

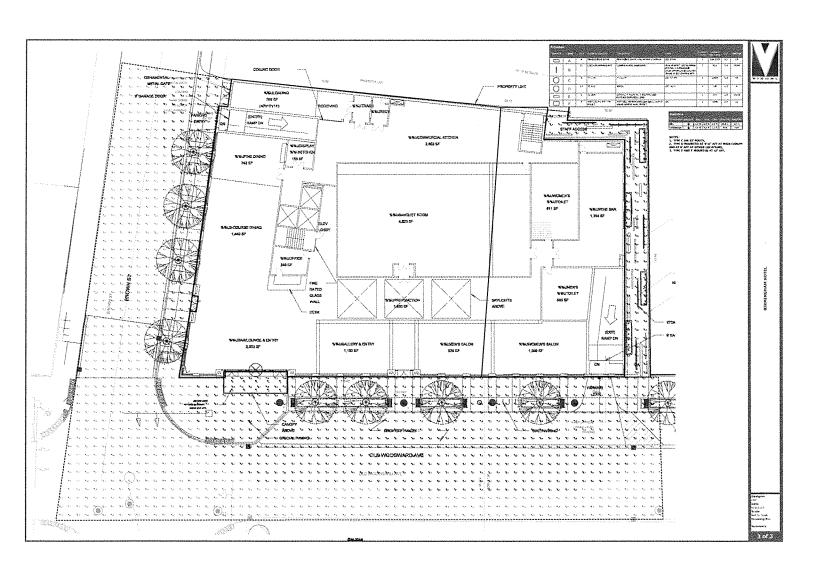
798 S Did Woodward Av Britingham, MI 4200

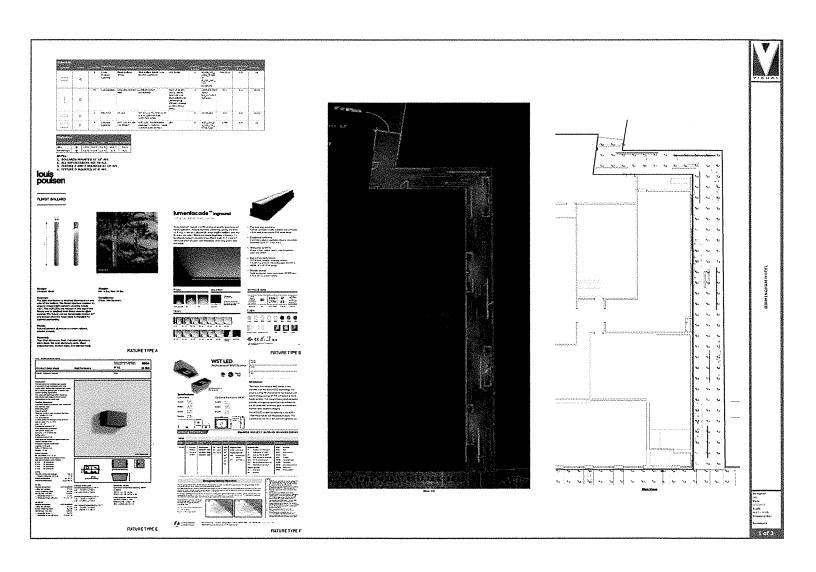


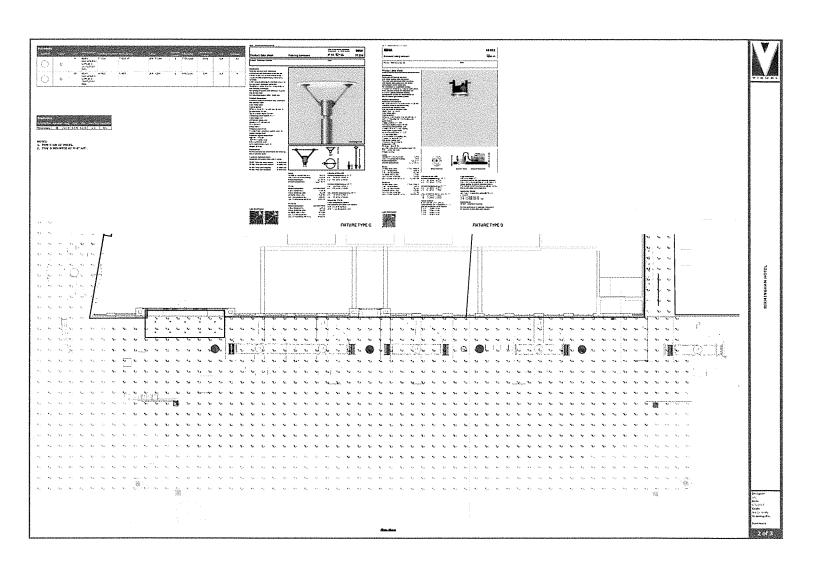
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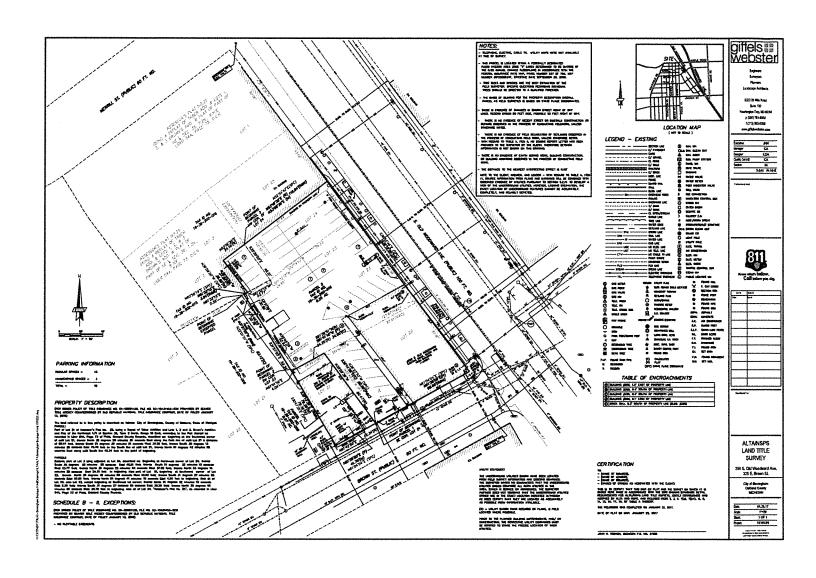


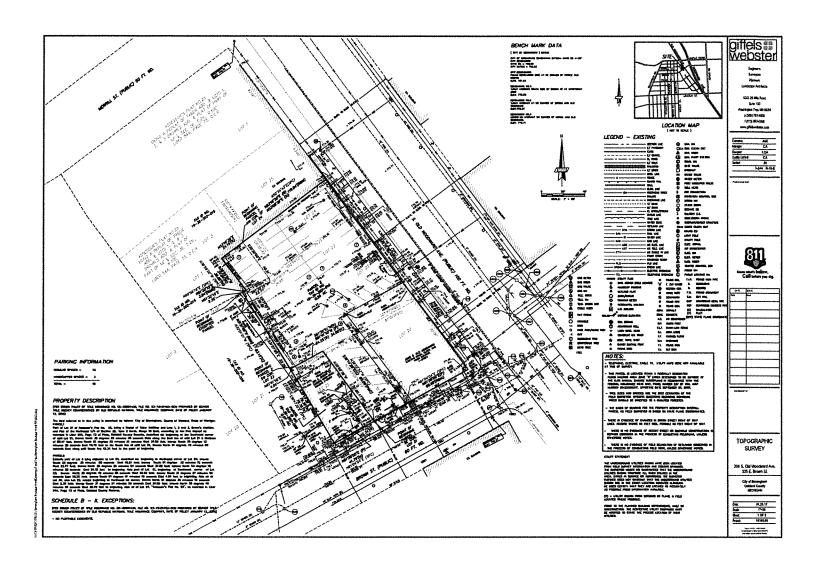
BUILDING MATERIALS











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TOPOGRAPHIC SURVEY Schedule of Structure

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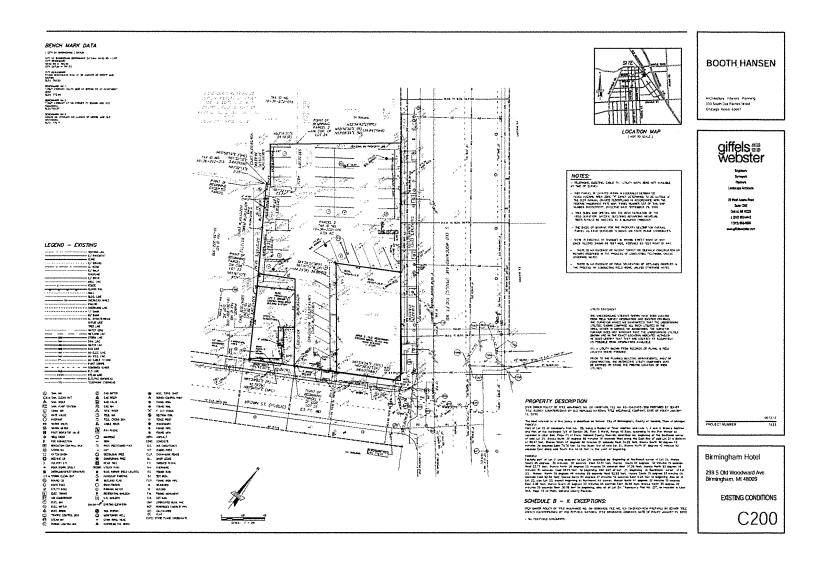
BOOTH HANSEN

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Birmingham Hotel

298 S Old Woodward Ave Birmingham, MI 48009

GENERAL NOTES AND LEGEND C100



SCHEDULE OF STRUCTURES

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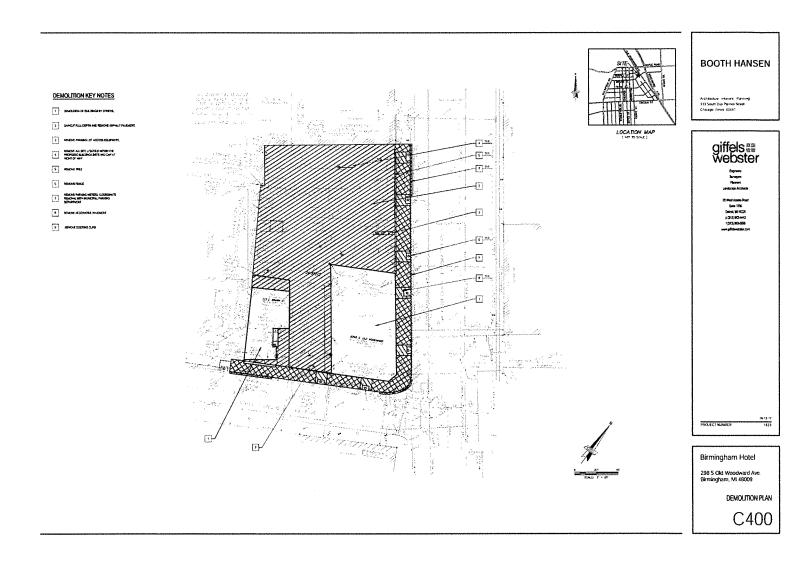
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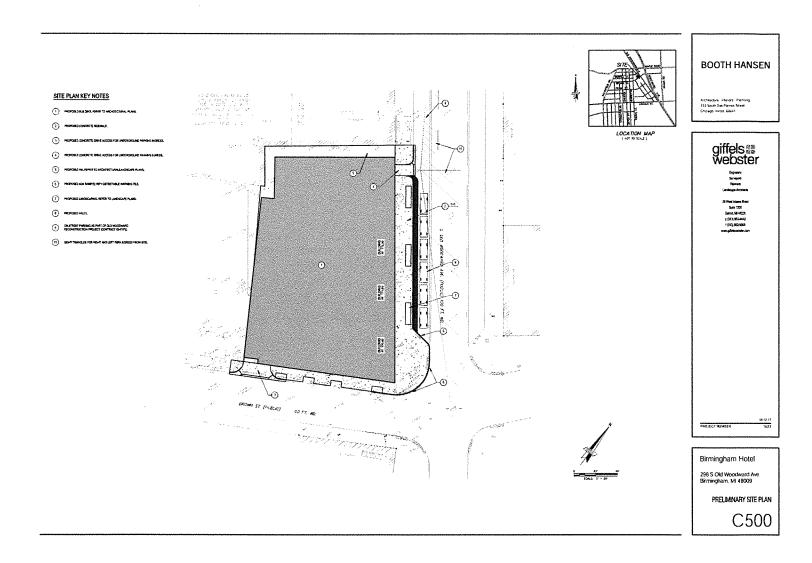
Birmingham Hotel

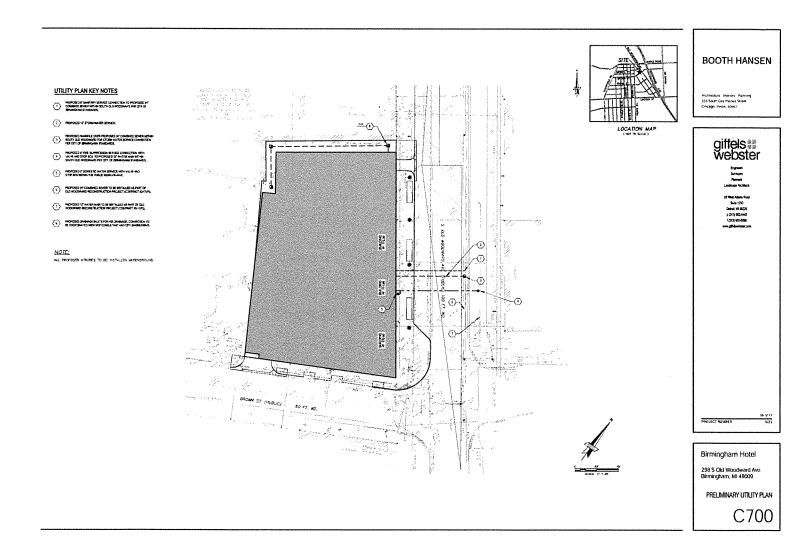
298 S Old Woodward Ave Birmingham, MI 48009

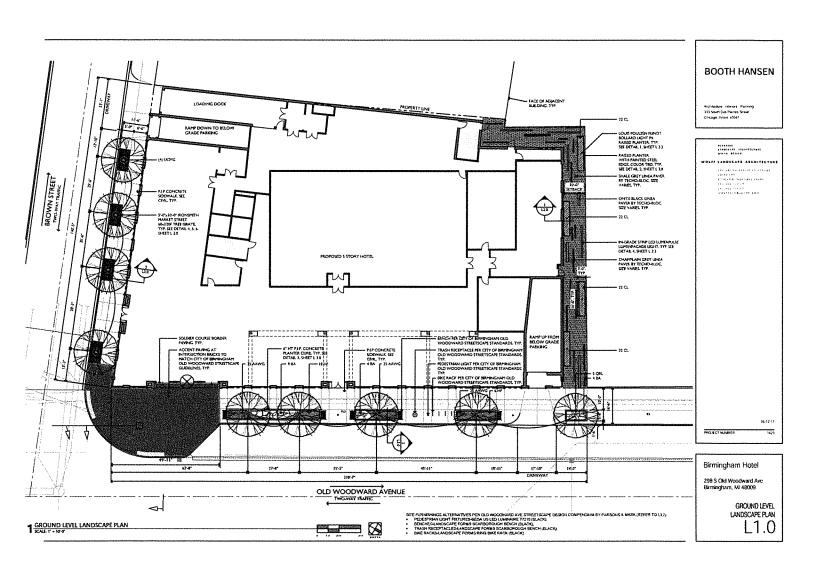
SCHEDULE OF STRUCTURES

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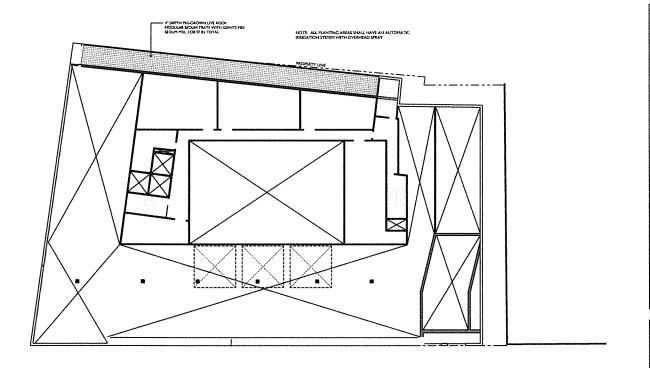
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PARTY OF COMMERCE

06-72-77 PROJECT NUMBER 1623

Birmingham Hotel

298 S Old Woodward Ave Birmingham, MI 48009

MEZZANINE LEVEL LANDSCAPE PLAN L1.1



1 MEZZANINE LEVEL LANDSCAPE PLAN

	DESCRIPTION	QTY
	GREN ROOP SYSTEM WITH XXM MUDIZ SASAR SOAM	270 S.F
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	GALLIN ROOF STYTEN WITH SCHOOL PRICE SECRETHER	794 S.F.

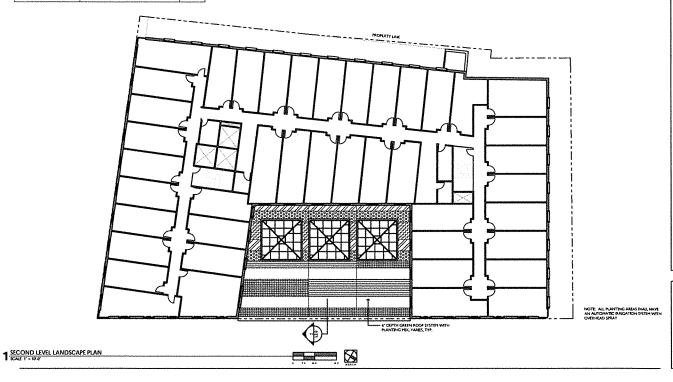
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06-12-17 REBILLIN TOTKORY

Birmingham Hotel

SECOND LEVEL LANDSCAPE PLAN



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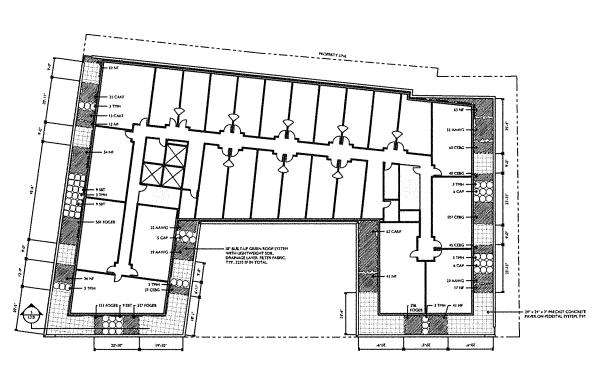
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Birmingham Hotel 298 S Old Woodward Ave Birmingham, MI 48009

> FIFTH LEVEL LANDSCAPE PLAN L1.3

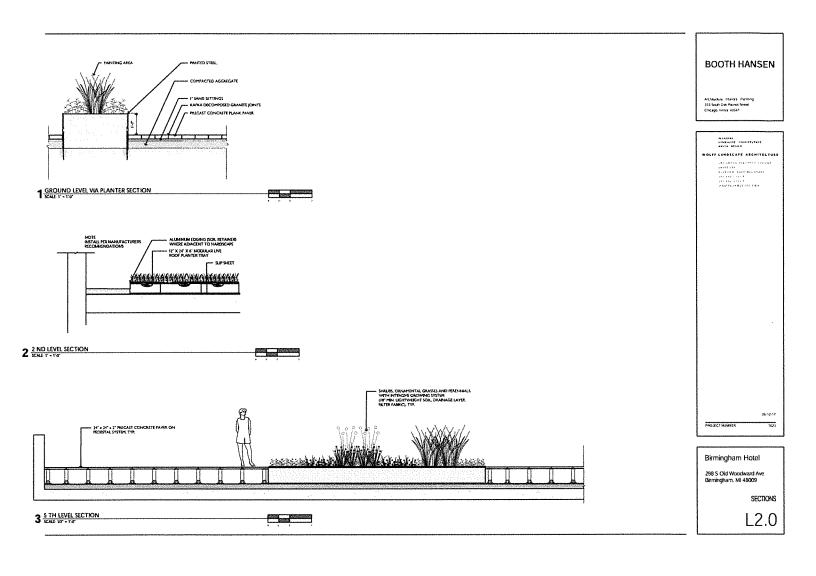
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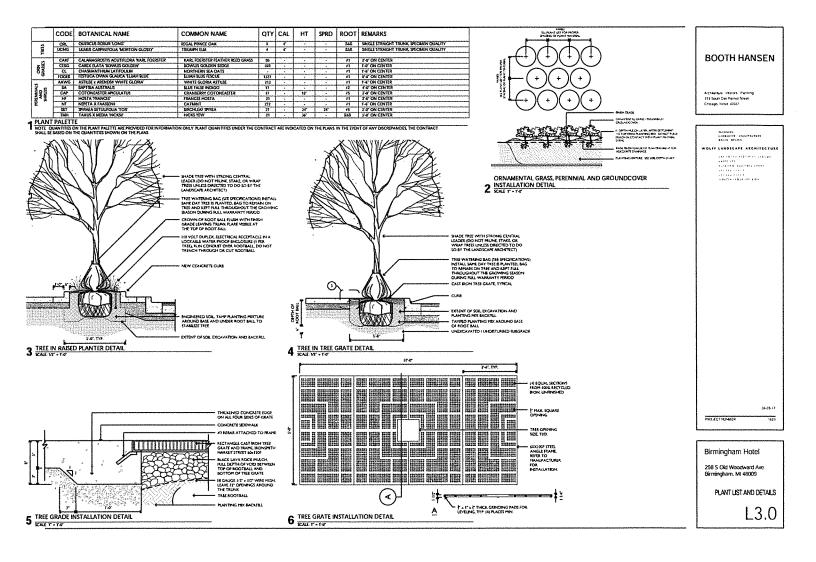


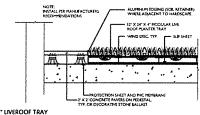
NOTE: ALL PLANTING AREAS SHALL HAVE AN AUTOPATIC BAIGATION SYSTEM CYEAREAD SMAY

1 FIFTH LEVEL LANDSCAPE PLAN

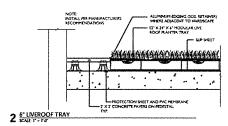








1 4" LIVEROOF TRAY



BOOTH HANSEN

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06-12-17

Birmingham Hotel

PROJECT NUMBER

298 S Old Woodward Ave. Birmingham, MI 48009

GREEN ROOF DETAILS

L3.1



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4 EXISTING OLD WOODWARD BIKE RACK





ALTERNATIVE LANDSCAPE FORMS SCARBOROUGH BENCH (BLACK) SCALE NIS



ALTERNATIVE LANDSCAPE FORMS
SCARBOROUGH TRASH RECEPTACLE (BLACK)
SCALE NIT



ALTERNATIVE LANDSCAPE FORMS RING BIKE RACK (BLACK)

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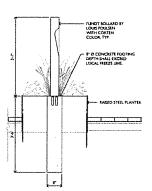
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Birmingham Hotel

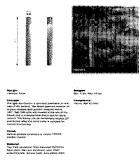
298 S Old Woodward Ave. Birmingham, MI 48009

SITE FURNISHING DETAILS

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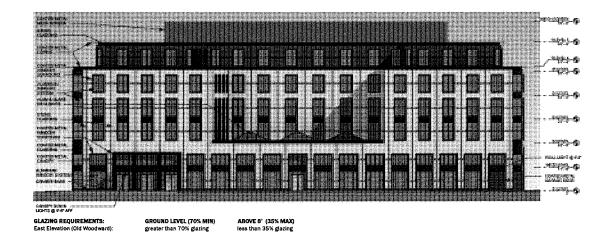
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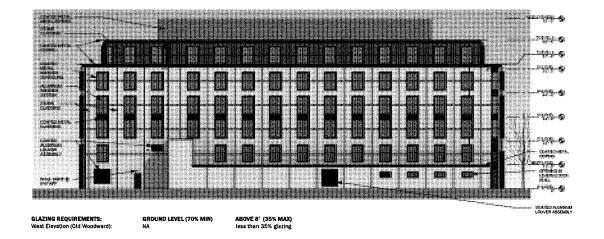
298 5 Old Woodward Ave. Birmingham, Mt 48009

LIGHTING DETAILS

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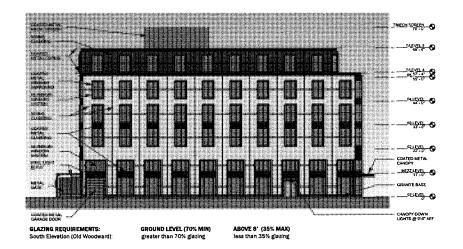


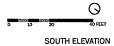






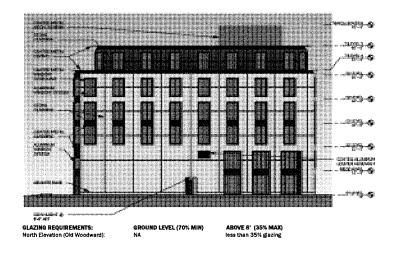
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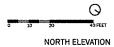




FINAL SITE PLAN

296 S Old Woodward Ave Birmingham, MI 45009 07-26-2017





MAJOR EVENT TRAFFIC PLAN 298 S. OLD WOODWARD HOTEL

TRIGGER EVENT: Any event where the attendance in the banquet room plus the meeting rooms is expected to equal or exceed the (building code) capacity of the banquet room of 321 persons.	Description of Event:		
Important Fact to Consider During a Major Event at the hotel:	The hotel will have two levels of underground parking which will be used during a Major Event. This parking provides the hotel and community with a great advantage as immediate queuing of cars will be under the hotel and not on S. Old Woodward, S. Old Woodward will not be congested and traffic should not be adversely impacted.		
Description of Valet set-up and layout including points of ingress and egress.	• 1st point of arrival is front of hotel. • 2nd a valet moves car underground by turning right onto Brown Street and entering the hotel underground parking garage at the Brown Street entrance and queues cars for valet movement from garage. • 3rd a valet moves cars to offsite parking structures from underground garage staging area by exiting garage with a right turn onto S. Old Woodward and disburses vehicles from that point.		
Notice will be given to stakeholders of any Major Event at the hotel.	Meeting with Valet and all Hotel personnel. Alert Birmingham Police Department Transmittal List: City of Birmingham Police Department		



June 20, 2017

Ms. Jana L. Ecker Planning Director City of Birmingham 151 Martin Street Birmingham, MI 48012 Via Electronic Mail

Re: Traffic Management Plan For Birmingham Boutique Hotel at Brown and Old Woodward (the "Hotel")

Dear Ms. Ecker,

As previously shared, Aparium Hotel Group ("Aparium"), as manager of the Hotel, has extensive experience operating valet and parking in like hotel properties in urban and suburban environments with heavy densities and significant traffic flow.

Our entire Front of House staff is expertly trained to handle back flow of guest arrivals. In delivering the very best, luxury service, the first and last guest experience is imperative to our overall success and much stress is put on providing seamless arrival and departure experiences. Our Standard Operating Procedures or "SOPs" are attached as it relates to the Valet component.

In addition, it is very important to us that we are in regular communication with the applicable City channels when we expect large events and increased traffic patterns. As such, we are more than happy, as is the case with our other hotels, to put into practice the following.

- 1.) City parking deck utilization data and reports will be reviewed considering the day, time and month to determine the most suitable parking structure(s) for major events and prioritize their use.
 - a. The Pierce Street deck will be the default parking structure for daily operations of the Hotel.
 - b. Should the Pierce Street structure be fully occupied, the Peabody and Chester parking structures may be used, particularly if there is an event that will require these alternative structures.



- c. To accommodate the longer turnaround times at the Chester and/or Peabody structures, we will consider the use of shuttles to shorten the car retrieval times.
- 2.) The City Police Department will be given advanced notice for major events that would cause for significantly greater traffic patterns.
- 3.) Guests to the Hotel, for any purpose, will be instructed to the greatest extent possible to arrive from the north on Old Woodward for valet drop off.
- 4.) If Old Woodward traffic is expected to be impeded for a meaningful period of time, operations will commit to hiring suitable traffic control persons (i.e. off-duty police) to assist and enforce proper traffic flow.
- 5.) Rather than queuing cars extensively on Old Woodward, the garage would be used for short term arrivals/departures to keep Old Woodward free of congestion.
- 6.) All of the Front of House ("Ambassador") staff will be cross-trained to park and retrieve vehicles and will act quickly to fill any voids in valet staff should in unexpected influx of traffic arrive to the Hotel.

We are, of course, open to further recommendations and suggestions from the City. We remain very confident in our ability to operate the arrival/departure experiences at a world-class hospitality level, without causing burden to the City as a result of the Hotel.

Sincerely,

Mario Tricoci CEO

CEU

Aparium Hotel Group

Attachment:

Aparium Hotel Group Employee Resource Guide (Arrival / Departure Related Contents)

GUEST SERVICES SEQUENCE OF SERVICE

The Sequence of Service is the recommended order that service will be given to every guest or tasks that will need to be done during, before, or after the interaction. Each sequence is created to consistently meet the standards and to ensure efficient and effective service or completion of tasks.

VALET

Guest Automobile Security

- · Always be aware of strangers loitering on the hotel driveway or in the garage
- The valet areas should be off-limits to those who are not associates of the hotel
- If you spot anyone who is without a specific purpose in the valet's area or is loitering, notify your supervisor or security immediately

The following services should be made available through a local garage or auto service:

- Jump starting (based on valet company liability coverage)
- · Fixing a flat tire or adding air
- Window washing
- Car wash/auto detailing
- Gas and oil
- Maintenance
- Lock out assistance
- Associates should not change tires on behalf of guests because of liability issues. It must be done by qualified
 mechanics through a garage or auto service

Handling a challenging guest request

- We will attempt to accommodate any reasonable request that a guest makes
- When a guest asks for something we do not have or is difficult to provide, follow the problem resolution standards:
 - o Listen carefully to what the guest is saying
 - Begin with a positive attitude, empathize
 - Ask questions when appropriate
 - o Offer options; let guest select solution
 - o Follow-up and ensure the solution was given
 - o Tell and involve your manager



Parking Vehicles

Sequence of Service

Greet guest Explain parking Review vehicle Park vehicle Store keys

1. Greet the guest

- a. Approach the guest, acknowledge them within 10 seconds of arriving, "Good morning, welcome to the hotel, will you be valet parking with us today?" if the guest indicates yes, "May I have your name please?"
- b. Next, radio the Front Desk with the name of the guest to start the check in process.

2. Explain parking options

- a. For valet parking inform guest of valet charge for overnight guests only
- b. Generally tickets are marked to indicated whether a guest is parking for an event and will need to pay at the cashier station in the event space or guest is staying in the hotel and charges to be added to the guest room folio
- 3. Review vehicle for damages. Vehicles should be checked for:
 - a. Pre-existing damage. If applicable, a notion should be made on the reverse of the ticket or where available. The guest should be notified of damage on the vehicle while the guest is there, whenever practical, if damage is of concern advise your manager to ensure the guest is informed
 - c. Any items of value left in the vehicle should be reported to a manager or supervisor, with notation on ticket

4. Park Vehicle

- a. If you must move the seat of a guest's automobile to safely operate it, return the seat to its original position when you exit the car
- b. Do not smoke, eat, or drink in any guest's car
- c. Do not listen to or change stations on the radio
- d. Do not drive a guest's automobile to any location outside the designated delivery points, unless instructed to do so by the garage manager
- e. Ensure door locks, lights and windows are properly secured
- f. Do not spin wheels
- g. Do not slam door or trunk
- h. Check side view mirror before opening door
- i. Do not rev the car engine



- j. While driving in the garage, on the motor concourse, or on the street, you should obey all traffic, directional and stop signs
- k. Leave the appropriate portion of the ticket on the dashboard to identify and match numbers when the car is retrieved.
- I. For security reasons, do not write the guest's name and room number on the portion of the ticket that remains visible in the vehicle

5. Store Keys

- a. Tag the car keys
- b. Place keys in locked valet cabinet
- c. Retain the valet ticket portion containing vehicle condition and place in filing system
- d. Do not hold a set of keys for any length of time



Retrieving Vehicles

Sequence of Service

- 1. Retrieve ticket from valet printer or other device
 - a. Upon receiving ticket from printer or other device, locate the valet ticket number for retrieving keys
 - b. Retrieve keys from locked cabinet
 - c. Open cabinet and match the guest ticket number to the valet ticket

2. Locate vehicle

- a. Review valet ticket attached to keys to identify parked location of vehicle
- b. Upon locating vehicle cross reference valet ticket attached to keys to the valet ticket placed in the vehicle
- 3. Drive vehicle to the front drive
 - a. If you must move the seat of a guest's automobile to safely operate it, return the seat to its original position when you exit the car
 - b. Do not smoke, eat, or drink in any guest's car
 - c. Do not listen to or change stations on the radio
 - d. Do not drive a guest's automobile to any location outside the designated delivery points, unless instructed to do so by the garage manager
 - e. Ensure door locks, lights and windows are properly secured
 - f. Do not spin wheels
 - g. Do not slam door or trunk
 - h. Check side view mirror before opening door
 - i. Do not rev the car engine
- 4. Wait for the guest
- 5. Greet the guest
 - a. Inquire if the guest would like a bottle of water
 - b. Retrieve bottled water from the refrigerator underneath the valet counter
- 6. Obtain claim ticket
 - a. Verify the valet claim ticket to the ticket in the vehicle
- 7. Inquire if the guest enjoyed their visit



- 8. Assist the guest with any items
 - a. Inquire where the guest would like the items placed in the vehicle
 - b. Items are to be handled with the utmost of care. Do not toss carelessly or stack improperly in vehicle
- 9. Offer directions
 - a. Inquire if the guest is in need of directions, if the guest says yes, maps and printed directions for popular destinations should be readily available at the door post
- 10. Bid the guest farewell



Door Post

General Responsibilities

Sequence of Service

No. 1	Storage and	Bandine	Year-line .
Parking strategy > Driv	way > work area > Deliveries	> intoxicated > Emergency	> Local area > challenging
/ Plean	cleanliness /	/ guests / Venicles	guest requests

1. Parking strategy

- a. The traffic lane closest to the hotel must be kept clear for the convenience of arriving and departing guests
- b. Established hand signals should be used by door posts with a professional and directive motion while moving traffic through the hotel drive
- c. Arriving guest automobiles should be removed from the hotel entrance immediately to the parking garage
- d. Automobiles should not remain on the drive, this causes congestion and detracts from the welcoming environment of the hotel entrance
- e. Door posts should ensure consistent posting of valet hikers on the drive. Valet hikers must be immediately available to handle all automobiles
- f. Temperature permitting, parked automobiles should have their engines turned off

2. Driveway cleanliness

- a. Cleanliness is imperative to the hotel's image
- b. Litter on the drive and entrance way, ash-urns and trash cans are to be the responsibility of the door attendant to monitor and maintain

3. Storage and work area cleanliness

- a. Umbrellas are freely available at the front door and a stock is kept to ensure they are always available to resident guests of the hotel
- b. Water bottles for guests should be available at all times, a cooling facility fridge or large ice bin should be available within close access to the drive to ensure a constant cold supply is available

4. Deliveries

- a. Large deliveries are to be made through the loading dock without exception
- b. Receiving and banquets are to be notified immediately by telephone when deliveries are referred to the loading dock

5. Handling intoxicated guests

a. In the event you observe a guest to be unsuitable to operate their automobile due to intoxication, you are to contact the GSM and security



- Do not release the automobile unless approved by GSM and/or security. Look for the following conditions:
- c. Slurred speech or diction
- d. Physical coordination- stumbling or falling
- e. Impaired judgment
- f. If a guest is under the influence of alcohol, offer a taxi or the designated driver service through hotel valet to take the guest home or if necessary offer a room to stay-over
- g. The most senior person on duty will handle this tactfully and preferably out of the public view without embarrassing the guest

6. Emergency vehicles

- a. In case of emergencies, all staged or parked automobiles must be promptly moved in the anticipation of emergency automobiles
- b. Door post and valet hikers/parking attendants are to direct emergency response personnel to the proper area within the hotel, always providing clear and precise directions
- c. Contact security immediately via radio

7. Local area knowledge

- a. Door posts and valet parkers are to be well informed and knowledgeable on routes to popular destinations and approximate costs of taxis
- b. Popular roadways or transportation methods to be knowledgeable about include:
- c. Knowledge of the highways, interstates, and motorways within the hotel's vicinity
- d. Directions to and from airports, approximate costs
- e. Airport shuttle services, approximate cost
- f. Provide guest destinations to the cab driver (especially if there may be a language barrier)
- g. Popular destinations and routes to be knowledgeable include:
- Directions and locations of the various restaurants and cuisines, bars and night clubs of interest
- i. Directions to shopping centers, fashion malls, museums, hotels
- j. Directions to sport facilities and main tourist attractions
- k. Knowledge of hotel activities relating to arrivals and departures of guest functions
- I. Knowledge of jogging trails
- m. Knowledge of nearest ATM or bank

8. Handling a challenging guest request

- a. We will attempt to accommodate any reasonable request that a guest makes
- b. When a guest asks for something we do not have or is difficult to provide, follow the problem resolution standards:



- c. Listen carefully to what the guest is saying
- d. Begin with a positive attitude, empathize
- e. Ask questions when appropriate
- f. Offer options; let guest select solution
- g. Follow-up and ensure the solution was given
- h. Tell and involve your manager



Arriving Guest

Sequence of Service

		Offer warking 💉		Open door	
Approved de des visitades					
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	AND THE CONTRACT OF THE PARTY AND THE PARTY				

1. Approach the vehicle

- a. Be aware of all activity in the main entrance area. When an automobile approaches, move towards the vehicle and observe occupants
- b. After you have opened the door and established eye contact, acknowledge the guest by saying "welcome to the hotel."
- c. If the guest is a return guest, welcome them back by saying, "Welcome back, Mr. Smith. We are glad to see vou."
- d. Dialogue should be attentive and natural
- e. Door posts should remain outside the hotel positioned between drive and front doors, striving to greet all automobile doors and assist guests

2. Inquire the guest's purpose

- a. If guest is arriving via house transportation, guest purpose should be determined from the communication center agent or metro dispatch
- b. If guest is arriving in transportation other than house car, decide if the guest is checking in or just visiting the hotel
- c. Determine the reason for the guest's arrival by asking, "How may I assist you today?" or "Welcome back" The guest will provide you with the needed answer if they are checking in, returning, or attending an event or function in the hotel
- d. Ask the guest their name if unknown or check valet ticket
- e. Assist the guest based upon the reason for their visit
- f. If the guest is checking in, immediately radio front desk post of guest arrival in order for escorting ambassador to retrieve the key packet and exit to meet the guest in the courtyard

3. Offer parking options

- a. Offer the guest parking options for:
 - i. Checking in to the hotel
 - ii. Dining in the restaurant
 - iii. Visiting an in house guest
 - iv. Using the spa



v. Attending a function

- b. Be informed of the prices for valet
- c. If parking options are available at your hotel, they should be offered at this time
- d. Know how to respond to guests who request for their vehicle to remain in the driveway
- e. Have street parking information readily available to hand out to guests

4. Assist with luggage

- a. Remove luggage from automobile promptly once doors are open and salutation is completed
- b. Immediately look on the luggage tags for guest's name and count pieces. Confirm with the guest using guest name, "Mr. Smith, we have 3 pieces of luggage. Is this correct?"
- c. If the guest has multiple pieces they are unable to handle, you can assume they will accept your offer of assistance. Explain to the guest, "Mr. Smith, we will have the luggage delivered to your room shortly."
- d. Tag each piece of luggage and provide bell post with claim stubs
- e. Guest luggage is to be handled with the utmost of care. Do not toss carelessly or stack improperly on cart or in storage areas
- f. If luggage is damaged pre-arrival, such as a loose handle or broken zipper, offer damage repair. "Mr. Smith, I noticed your suitcase handle is loose. We can have that sent out and repaired for you" Advise your manager of the response and ensure prompt follow up of the request

5. Open door entrance

- a. The front door will always have an associate in position to assist with opening and closing of the door
- b. All interactions with guests should be enthusiastic, upbeat, positive and immediate
- c. When giving a guest directions, escort them towards the destination until they are comfortable they can find it (for non-check in guests)
- d. Be informed of the daily functions and events that are happening at your property

6. Bid the guest farewell

- a. As a final contact courtesy for a guest arriving to the hotel, bid the guest an enjoyable stay by saying, "Mr. Smith, enjoy your stay with us."
- b. If the guest has arrived at the hotel for a reason other than checking in, you can say, "Enjoy your dinner this evening in the restaurant."
- c. Inform the guest that they may pay for valet by credit card at the front desk.



ASSOCIATE RESOURCE GUIDE

Departing Guests

Sequence of Service

Open deer entrance

Officer assistance

Inquire to guest's needs

Bid the guest farewell

Open door entrance

- a. Door Post will hold doors open for all arriving and departing guests
- The Door Post is in control of maintaining the flow of the driveway or front entrance. A crunch procedure is to be established when the door becomes busy. This includes greeting guests, parking cars and handling of luggage
- c. All interactions with guests should be enthusiastic, upbeat, positive and immediate
- d. Door Posts should remain outside the hotel positioned between drive and front doors, striving to greet all automobile doors and assist guests
- Offer assistance. Here are some suggested phrases:
 - a. "How can we help you?"
 - b. "Let me take your luggage miss."
 - c. "Can I assist you with directions?"
 - d. "Do you need assistance with transportation?"

3. Inquire to guest's needs

- a. Be aware of guests leaving the hotel and anticipate their purpose for their exit of the hotel. Guest will either be:
- b. Checking-out of the hotel and in need of transportation
- c. In need of transportation to another location
- d. Walking to their next destination
- e. Ask departing guests if they would like directions to their destination by saying, "Mr. Smith, do you need directions for the airport?" if the guest says yes, maps and printed directions for popular destinations should be readily available at the Door Post

If a guest is checking-out and departing from the hotel, determine:

- a. Where the guest is going and if they need transportation
- b. If the guest is going to the airport, ask what time their flight is and what airline they are flying on. Provide any useful information about the airport.



Arrange transportation via taxi

- a. Front desk is responsible for all taxi requests.
- b. If valet receives a request they radio guest services to place the call.
- c. Quote the guest the approximate arrival time of the taxi.
- d. Ensure the quality of the taxi cabs used is of our hotel standards and the expectations of our guests
- e. Maintain orderly queue of taxis if they are waiting for guest pick up
- f. Respect guest requests for air-conditioning, non-smoking, etc.
- g. Door attendants have the ability to reject taxis that are not deemed appropriate
- h. Verify interior of taxi and overall cleanliness and condition of automobile
- i. Door Attendant should ask guest of their destination and advise taxi driver
- j. Verify the driver understands the destination. Door Attendant may be expected to give the approximate cost of the taxi ride
- k. Provide guest destination to cab drivers, giving written directions to guest. It is the responsibility of the Door Post and not the guest to inform the driver of the destination

Arrange transportation busses

- a. Be aware of all planned pickups and drop offs by coach companies planned by the hotel
- The door attendant should ensure that the driver has detailed directions for the guest's destination to ensure against errors

Arrange transportation limousine

- a. The hotel will develop local procedures to ensure the smooth communication between the limousine car service, concierge desk and Door Attendants
- Door Attendant will ensure that drivers maintain decorum and composure expected of all associates
- Drivers will advise the Door Attendant of pick up times and information. It is important that the
 Door Attendant maintains good control of the location and placement of drivers while waiting for
 guests
- d. Door Attendant should communicate directly with concierge when drivers arrive at the hotel to ensure good communication with the guest

4. Bid the guest farewell

- a. Offer all departing guests a sincere farewell by saying, "Thank you Mr. Smith for staying with us. We look forward to your return," or "Goodbye Mr. Smith, have a safe journey."
- b. Always use the guest's name during departure. This provides a sense of caring and appreciation that the guest chose us as their hotel of choice
- c. Ensure that the door of the automobile is closed securely



Comparison of GW and F&V Trip Generation Forecasts 1,2

	ITE		Weekday	AM Pe	AM Peak-Hour Trips		PM Peak-Hour Trips		
Land Use	Use	Size	Trips	In	Out	Total	In	Out	Total
	Giffe	els Webster (G\	W) Forecast A	ppearing i	n its Rep	ort of 5-1	1-17		
		Trips on Av	erage Weekda	ay without	Special	Events			
Apartments	220	17 d.u.	113	2	7	9	7	4	11
Hotel ³	310	126 rooms	755	40	27	67	39	37	76
Subto	otals (min)	868	42	34	76	46	41	87
Addi	tional Tri _l	os on a Day Exp	eriencing Max	kimum Use	of Banq	uet and M	eeting Ro	ooms	
Banquet Room	-	321 seats	Unk.	107	0	107	0	80	80
Meeting Rooms	-	174 seats	Unk.	58	0	58	0	44	44
Su	btotals		Unk.	165	0	165	0	124	124
		Wee	ekdays Featur	ing Special	Events				
Tota	als (max)		Unk.	207	34	241	46	165	211
Fleis	& Vande	enBrink (F&V) F	orecast Appe	aring in Its	s Letters	of 5-09-17	and 5-1	9-17	
Apartments	220	17 d.u.	113	2	7	9	7	4	11
Hotel	310	126 rooms	1,029	40	27	67	39	37	76
Su	btotals		1,142	42	34	76	46	41	87
Banquet Facility	710	321 seats	1,186	160	0	160	0	148	148
Mtg. Facilities	710	174 seats	709	95	0	95	0	103	103
Su	btotals		1,894	255	0	255	0	251	251
Totals			3,036	297	34	331	46	293	339
Differences between Total Forecasts, GW(max) – F&V		U nk.	- 90	0	- 90	0	- 128	- 128	

¹ GW would like to note for the record that it had not received the May 9 forecast prior to completing the analysis discussed its May 11 report.

² A trip is defined as a one-directional vehicular movement to or from the site.

BIRMINGHAM BOUTIQUE HOTEL GW RESPONSES TO F&V COMMENTS OF 5-19-17

- 1. The latest trip generation forecasts of Giffels Webster and Fleis and VandenBrink are compared in the attached table, per F&V's request of 6-12-17.
- 2. In any future analyses, we would propose to limit the Synchro street network to Old Woodward's intersections with Brown and Merrill. As in earlier analyses, only the Brown intersection would be considered part of the study area; the Merrill intersection would be included only to reflect any influence it might have on SB traffic approaching Brown.
- 3. As can be seen on our attached aerial photo, the NB Old Woodward approach to Brown is wide enough to facilitate its restriping to match the directional distribution of both current and future traffic volumes. Presently, the left-turn lane is too short and the right-turn lane is unnecessarily long. Pending the City's 2022 provision of a continuous left-turn lane on this section of Old Woodward, this approach could be restriped to lengthen the existing 80-ft-long left-turn lane to as long as 200 ft, thereby substantially decreasing the potential frequency of left-turn vehicles spilling back into the through lane. In conjunction with this restriping, it would be advisable to relocate the Old Woodward crosswalk at Daines to the south side of the intersection (i.e., out of the left-turn lane entry gap and nearer the existing SB bus shelter).
- 4. Despite the modeling need to identify a discrete exit point from the valet service bay, assumed here to be the longitudinal midpoint, the actual exiting points will vary with stopping position and the manner in which vehicles are processed.
- 5. The requisite clear-vision triangles are best illustrated on the proposed site plan. These triangles are shown (but not detailed) for the garage exit on Old Woodward in Figure 19 of our revised TIS report. To minimize the loss of parking along Old Woodward north of the garage exit, consideration should be given to converting the first few angled parking spaces to parallel parking, effectively removing them the clear-vision triangle. No clear-vision triangles will be needed at the site access drive on Brown, as that drive will serve only entering traffic.
- 6. The existing infrastructure adjacent to the site includes varying widths of sidewalk but no pedestrian benches or bike racks (see Figure 3 in our TIS reports). The nearest bus stops in each direction are (and will remain) one block away. The site plan details proposed sidewalk and associated landscaping improvements, pedestrian benches and bike racks, and other amenities (as determined by others). As previously proposed, consideration should also be given to installing directional signing to the nearest bus stops north and south of the site.
- 7. Comment acknowledged. No further response on our part is required.
- 8. Comment acknowledged. Please note, however, that the reference to "existing public offstreet parking facilities" only applies to the two City parking decks addressed in our study

- (Pierce and Peabody). Other public (as well as authorized private) parking spaces, elsewhere in Birmingham, may also be used by the hotel's valet operator.
- 9. It is expected that the valet operator will identify and make appropriate use of alternative parking locations within a reasonable distance of the hotel (per response 8). It is not certain that there will be any displacement of current users of existing City parking facilities.
- 10. The quotation from our TIS report is an alternative way of stating what we have said in response 8 (above). The applicant cannot identify and commit to specific off-parking parking locations at this early stage. This is an operational decision to be made closer to the time of hotel completion and occupancy. The hotel operator has a vested interest in ensuring a successful valet operation.
- 11. Relative to our modeling of the valet operation:
 - The 4.7-minute average valet service time was estimated by GW, not ABM.
 - The service time sampling was done by two people significantly older and slower than
 typical valets. Also contributing to the estimation of conservatively high service times was
 GW's method of making all runs to the top level of the Pierce deck. Together, these two
 aspects of the method were considered adequate to offset the transaction times between
 valets and customers, which were not explicitly estimated or modeled.
 - Hotel guest traffic as a percent of total traffic would be only about 28% in the AM peak hour and 36% in the PM peak hour. It is GW's opinion that any time spent loading or unloading (the typically minimal) amount of luggage, for this small proportion of total valet traffic, would be so minor relative to the overall valet service time as to be negligible.
 - Test runs were made in the late morning of a typical weekday, verging on the onset of the lunchtime peak.
 - One must insert a ticket into the exiting machine and have it processed, regardless of the time spent in the parking deck. Any additional time needed to process a credit card (for stays exceeding 2 hours) was considered negligible relative to overall run time.
 - GW is confident that experienced valet operators are efficient at locating and retrieving vehicles parked earlier.
 - All employees will be encouraged to self-park at relatively remote locations. None will be authorized to use the hotel's valet service.

- Lastly, it should be noted that the valet queuing analyses documented in the revised TIS report also estimated the valet requirements for a hypothetical average service time 50% longer than sampled; that is, 7 minutes.
- 12. See comment 4 above relative to the operation of the valet service bay. As discussed in the Traffic Management section of GW's revised report, "Valet staffing levels will be adjusted as required to meet the operational requirements of the hotel and/or banquet events... In instances where southbound through traffic and hotel traffic are at unusual peak levels, traffic control personnel (private and/or public/police) will be engaged to maintain traffic flow in the area." Also, in response to the meeting discussion of 6-08-17, GW has determined that the underground garage could easily accommodate as many as 21 additional vehicles if short-term stacking is needed to avoid backups into the through lane of SB Old Woodward.
- 13. During the peak special event operations, hotel ownership, management, and its valet company is committed to providing required number of valets to maintain the queue within the valet staging area and expected turnaround times. It is noted that hotel staff is crosstrained to act as valets in the event that the regular valets are not able to maintain adequate turnaround times. To assist in special event operations, the hotel parking garage can be used as a valet staging area to take some pressure off the on-street staging area. On rare occasions, the hotel and valet company will coordinate with the city's Police Department to ensure that traffic operations at the hotel do not significantly impact S. Old Woodward.

TAB 3



DESIGN. BUILD. OPERATE

July 19, 2017

VIA EMAIL

Ms. Jana L. Ecker Planning Director City of Birmingham 151 Martin Street Birmingham, Michigan 48012

RE: Birmingham Boutique Hotel – Brown & Old Woodward Revised Traffic Impact & Parking Study Review

Dear Ms. Ecker:

Fleis & VandenBrink (F&V) staff has completed our review of the revised traffic and parking study completed for the proposed Hotel development located in the northwest quadrant of the Brown Street & Old Woodward intersection. The study prepared by Giffels Webster (GW) is dated May 11, 2017 and was received by F&V on May 17, 2017, and the supplemental Synchro/SimTraffic models were received by F&V on May 18, 2017. In addition, Aparium has provided a traffic management plan dated June 20, 2017. Based on this review, we have the following comments and observations:

- A typical day at the proposed hotel will include trips generated by the apartments and the hotel. The trips
 generated by a typical day at this facility can be accommodated by the adjacent roadway network. There
 may be days where the meeting rooms and/or the banquet facility will be occupied. If both of these ancillary
 uses are concurrently occupied, the hotel will implement their Traffic Management Plan (TMP). The
 implementation of this plan will help provide mitigation for delays identified in the traffic impact study.
- It should be noted that the TMP will not entirely mitigate all traffic delays associated with the peak operations of the site; however, these events will be short duration events that occur only during the peak ingress and egress of the events and not a typical day-to-day operation. If the hotel finds that the event facility and meeting rooms are frequently occupied (more than 3 days per week), then more permanent mitigation measures (such as geometric improvements) should be implemented.
- The proposed development includes the elimination of 10 on-street parking spaces to provide the egress
 driveway to the parking garage and the valet drop-off lane.
- The intersection sight distance shows there will be some limitation for vehicles exiting the parking garage onto Old Woodward. Approximately four additional parking spaces would need to be eliminated to meet the recommended sight distance requirements.
- There are currently no pedestrian benches in the vicinity of the site development that will be impacted; however, there is a single bike rack that will be removed. The proposed development includes the addition of landscaping improvements and six bike racks which will be provided in the pedestrian walkway between the hotel and the adjacent Plaza building to the north.
- The hotel proposes to use valet services for all hotel patrons, including the meeting rooms and banquet
 facility uses. The valet will use the on-site parking garage to accommodate patrons on typical days. In the
 event the on-site parking is full, the valets will utilize the Peabody and/or Pierce Street decks, depending
 on parking availability.

- Apartment residents will have access to reserved parking in the on-site parking garage and employees will be responsible for self-parking offsite.
- During the peak special event operations, the valet will need to provide 24-27 staff to accommodate the demand.
- Overall, the daily operations of the site are expected to have limited impact to the adjacent roadway network.
 The TMP should be implemented as necessary to address the peak operations. The TMP should also be reviewed by the City of Birmingham Police Department.

We hope that this review satisfies the City's current planning needs regarding this project. If you have any questions or concerns, please contact our office.

Sincerely,

FLEIS & VANDENBRINK

Michael J. Labadie, PE

Group Manager

JMK:mjl



City of Birmingham ADVISORY PARKING COMMITTEE

REGULAR MEETING

Birmingham City Hall Commission Room 151 Martin, Birmingham, Michigan Wednesday, August 2, 2017

MINUTES

These are the minutes for the Advisory Parking Committee ("APC") regular meeting held on Wednesday, August 2, 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 Al Vaitas

Absent: Judith Paskiewicz

Birmingham Richard Astrein Shopping District Ingrid Tighe

SP+ Parking: Catherine Burch

Sara Burton Jay O'Dell

Administration: Commander Mike Albrecht

Austin Fletcher, Asst. City Engineer

Paul O'Meara, City Engineer

Carole Salutes, Recording Secretary

RECOGNITION OF GUESTS (none)

MINUTES OF REGULAR MEETING OF July 12, 2017

Motion by Ms. Champagne Seconded by Dr. Vaitas to approve the Minutes of the APC Meeting of July 12, 2017 as presented.

TAB 4

Advisory Parking Committee Proceedings August 2, 2017 Page 2 of 6

Motion carried, 6-0.

VOICE VOTE:

Yeas: Champagne, Vaitas, Honhart, Kalczynski, Krueger, Kuhne

Nays: None

Absent: Paskiewicz

298 S. OLD WOODWARD AVE. VALET PARKING REQUEST

Mr. O'Meara advised that the owner of the above property, located at the northwest corner of Brown St., has submitted plans requesting a permit to construct a five-story hotel with two underground levels of private parking. The plans have received Community Impact Study ("CIS") and Preliminary Site Plan approval from the Planning Board. As a condition of such approval, the Planning Board asked the applicant to appear before the Advisory Parking Committee ("APC") to receive a recommendation relative to the removal of on-street parking, as proposed on their plan.

The applicant is requesting approval to remove all existing parking spaces to create a permanent valet service at the front door of the new building on S. Old Woodward Ave. The applicant plans to have valet service available for all visitors to the building, whether they are overnight guests, long term residents, patrons at the restaurant, meeting attendees, etc. Vehicles will be taken to the building's proposed Brown St. garage entrance when space permits, and they will be returned to the valet area using the S. Old Woodward garage exit. When space does not permit, the valet drivers will seek other options, such as the Pierce St. Parking Structure. There is precedent in town for removing parking spaces for valet. The Townsend Hotel pays a fee for the meters and uses seven parking spaces along Merrill St.

With the recent change in the metered parking rate to \$1.50 per hour, the City will now charge \$3,000/year per meter per space.

At the July 12, 2017 meeting of the Advisory Parking Committee ("APC"), the above topic was reviewed. The APC asked to have the opportunity to review the traffic impact analysis prepared for the project as a part of the Planning Board's review. That information is now provided.

It was mentioned that there is no space on Brown St. for delivery trucks to line up to unload, as there is only the one traffic lane. Mr. Kalczynski observed that traffic flow and parking are intertwined. The APC is being asked to remove eight

Advisory Parking Committee Proceedings August 2, 2017 Page 3 of 6

spaces at a time when the City is in a crisis mode with parking. When additional people are added, where do they go?

Addressing a question, Mr. O'Meara advised the bus stop will be moved north of Merrill St., and the space will be turned back to parking. The redesign will represent a net gain of two parking spaces.

Mr. John Gaber, Attorney with Williams Williams Rattner & Plunkett, PC, spoke to represent the property owner, Lorient Capital, LLC. Mr. Gaber wanted to ensure there is no conflict of interest with respect to Mr. Kalczynski being the manager of the Townsend Hotel. The Chairman indicated the nature of this board is that it is comprised of stakeholders. Mr. Kalczynski provides insight into situations that the committee would not have otherwise.

Mr. Kalczynski noted he does not have a conflict of interest. His role on the APC is only to approve or disapprove recommendations for parking. Therefore he will not recuse himself from the consideration of this matter.

Mr. Gaber went on to note that under the current parking nine spaces will be removed. After the street is reconstructed, the area is proposed for 12 spaces. However, accommodating three spaces for the driveway and one space for the sidewalk bumpout at the corner gets it down to eight. The project is a five-story luxury boutique hotel comprised of 126 guest rooms with 17 rental apartments on the fifth floor. There will be a banquet hall, meeting rooms, restaurants, and bars. One component of the building is the two floors of underground parking which provide 56 parking spaces. Only 22 of those spaces are required for the apartment units on the top floor. So the other 34 are available for the general use of the facility. Another feature of this project is enhancement of the streetscape which will help to facilitate some of the City's goals and objectives relative to pedestrian and bicycle traffic.

Their Traffic Management Plan has been reviewed by the City's Traffic Engineer and he has signed off, as has the Planning Board. That plan provides for valet at the front. From there the valets will circulate around the Brown St. side of the building and enter the parking garage there. If there is not room below to park the cars they will be stacked and the valets will relocate them off site. One feature of the Plan they think is important is there will be cross training of hotel employees in valet service. Then they can assist when needed.

With regard to the loading situation on Brown St., trucks will back up into a driveway, be off of the road, and be able to use that area for loading and unloading.

Advisory Parking Committee Proceedings August 2, 2017 Page 4 of 6

There was discussion by the APC members that \$3,000/year per space seems low. Mr. O'Meara explained that figure is based on 60% occupancy. Mr. Richard Astrein received confirmation that the City Commission is the final arbitor of the cost structure.

Motion by Ms. Champagne

Seconded by Ms. Krueger to recommend to the City Commission the removal of eight on-street parking spaces at 298 S. Old Woodward Ave. to allow for the operation of a valet service by the adjacent property owner, in exchange for an annual payment of \$24,000 (at \$3,000 per meter) to be charged annually once the adjacent hotel is open for business.

Ms. Champagne added she thinks one of the things that makes the Townsend Hotel really special and part of the ambiance of the City is the valet in front.

Mr. Gaber stated they think that a hotel is the highest and best use for this property. The City could be looking at a dense office building there. That would put more daytime peak demand on the system than the hotel will. Secondly, in addition to the 56 spaces underneath, there is stacking for 20 more cars. Also, if public spaces are not available they are obligated to work out an arrangement for other parking. Lastly, progress is being made because the City has recognized the parking problem and is expanding the N. Old Woodward Structure.

Motion carried, 5-1.

VOICE VOTE:

Yeas: Champagne, Krueger, Honhart, Kuhne, Vaitas

Nays: Kalczynski Absent: Paskiewicz

Mr. Astrein brought up the point that the rate to pay into the Parking Assessment District is low, as is the rate being charged to the hotels for taking meters off the street. Someone coming into the Parking Assessment District now should be paying market rates to buy in to the structures.

AD HOC PARKING DEVELOPMENT COMMITTEE UPDATE

Mr. O'Meara reported there were four different development teams that submitted a response to the Request for Qualifications of how they thought the N. Old Woodward Ave. property could be redeveloped. All four were brought to the Ad Hoc Parking Development Committee. It was decided that all four are viable options and the teams will have another 90 days to submit their final proposal.

Advisory Parking Committee Proceedings August 2, 2017 Page 5 of 6

After that the Development Committee will review them and interview the parties that are still on the table.

CONSTRUCTION UPDATE

Mr. O'Meara advised that the painting project at the Park St. project is now well under way. It is still cheaper to keep fixing that structure than to tear it down and start over.

MONTHLY FINANCIAL REPORTS

Mr. O'Dell noted there have been increases in revenue both in the monthly and the transient figures. They are seeing the garages being slower than last year. As a direct result of all of the new equipment that has been added, there have been fewer free cars. The number of people who were previously scamming the system has been cut down. Generally SP+ keeps a very close eye on the app to make sure it relays an accurate report on the available spaces in each garage.

The Chairman asked if there is a way to audit whether the people who have permits are still the ones using them. Mr. O'Dell replied that when an account gets behind, the contact the owner of the permit. The permit is taken away when a customer says they don't park there anymore. Individuals are not allowed to switch their permit to another individual.

People without a credit card can purchase an In Card, which has been popular. Also, the readers have been placed as close as they can go to the vehicles, and that has resulted in a better traffic flow in and out of the structures.

MEETING OPEN FOR MATTERS NOT ON THE AGENDA

After discussion, Commander Albrecht agreed to address the valet service about parking cars too close to the intersections.

Chairman Kuhne noted the rates on the street and in the structures have been increased to reflect market rates. However, the one core thing that does not reflect market rates is allowing the first two hours free. Ms. Burch observed that that pricing strategy is still important. Not having that feature would reduce usage of the parking structures, and people would be circling the streets looking for a spot or not coming at all. Neighboring communities are modeling what Birmingham is doing in this regard.

Dr. Vaitas noted he has been getting reports about the new meters. When a meter is below the maximum time limit with a few minutes left and a parker puts

Advisory Parking Committee Proceedings August 2, 2017 Page 6 of 6

in a quarter, the meter zeroes out before adding time. So, the parker loses a few minutes rather than having time added up to the max time limit. Commander Albrecht verified there is still a ten minute grace period.

As the former vice-chairman is no longer on the committee, the following motion was made:

Motion by Ms. Champagne Seconded by Ms. Honhart to nominate Dr. Vaitas as Vice-Chairman.

Motion carried, 6-0.

VOICE VOTE:

Yeas: Champagne, Honhart, Kalczynski, Krueger, Kuhne, Vaitas

Nays: None

Absent: Paskiewicz

NEXT REGULARLY SCHEDULED MEETING

September 6, 2017

ADJOURNMENT

No further business being evident, the chairman adjourned the meeting at 9:10 a.m.

City	[,] Engineer	Paul	O'Meara	

TAB 5

REVISED TRAFFIC & PARKING STUDY FOR PROPOSED BIRMINGHAM BOUTIQUE HOTEL



Prepared for LORIENT CAPTIAL LLC Birmingham, MI

By
GIFFELS WEBSTER
Washington Township, MI

May 11, 2017

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^{*} For additional background material, see Appendices A-F in *Traffic & Parking Study for Proposed Birmingham Boutique Hotel*, Giffels Webster, April 2017.

^{**} Printouts for the current and future background traffic scenarios are found only in Appendix I of the April 2017 report.

REVISED TRAFFIC & PARKING STUDY FOR PROPOSED BIRMINGHAM BOUTIQUE HOTEL

EXECUTIVE SUMMARY

Lorient Capital LLC is proposing to demolish the two existing one-story office buildings on the northwest corner of Old Woodard and Brown and replace them with a five-story boutique hotel. The first four levels of the hotel (plus a mezzanine) will include 126 guest rooms, two restaurants, two bars, a banquet room, four meeting rooms, and other ancillary facilities. Level 5 will include 17 rental apartments. Two underground levels will provide 56 on-site parking spaces, 22 of which must (by ordinance) be reserved for the apartments. Proposed floor plans for all levels are included in the body of this report. Construction and full use of the building is desired within two years.

The cars of all arriving residents and patrons will be parked (and later un-parked) by valets based at a service bay on the hotel's Old Woodward frontage. These valets will take those cars to the building's underground garage, one or more City parking decks, or other available public places in the general area; those needing to be parked during the peak hours of street traffic are expected to be parked west of Old Woodward in the general vicinity of the new hotel.

This study was prepared by Giffels Webster staff, guided by the City of Birmingham's Traffic Study Questionnaire Form B, comments by the City's traffic engineering consultant, and widely accepted traffic planning and engineering practice for such studies. Since the April 2017 release of the original study report, the proposed site plan has changed somewhat, along with various study's assumptions, findings, and conclusions. Appendices A-F of the earlier report contain information still valid in the revised study, so they are incorporated herein by reference.

Key findings and conclusions developed in this revised study are as follows:

u	valets. The hotel's proposed two-level underground garage will feature 56 parking spaces, with 22 of those spaces being reserved for fifth-floor apartment residents and 34 being available to other valeted visitor cars. Valets needing to park additional cars will seek public off-site parking spaces, ideally in the City's nearby Pierce Street parking deck.
	The trip generation forecast provides a separate forecast for the proposed banquet and meeting rooms, since their combined floor area (7,446 s.f.) will be relatively large compared to the number of guest rooms (126). At the direction of the City's traffic consultant, this study assumes a maximum special-event scenario, wherein the banquet and meeting rooms are in full simultaneous day-long use, with all arrivals occurring during the AM peak hour of street traffic and all departures occurring during the PM peak hour of street traffic. Also at the consultant's request, no walking trips are assumed, whether from guest rooms within the hotel or from various off-site locations.

Valet queuing analyses were completed for both an average weekday without special events and a maximum special-event weekday. Based on field measurements, it was assumed that the valet service time would average 4.7 minutes. To keep the service bay occupancy limited to its six-vehicle capacity (at a 95% confidence level), it was found that on an average weekday, the AM peak hour would require nine valets and the PM peak hour would require ten valets. On a maximum special-event day, however, the peak-hour valet requirements could be as high as 27 and 24, respectively.
The traffic impacts of the proposed hotel will be minimal and can be easily mitigated. For the future total peak-hour traffic volumes forecasted at the Old Woodward/Brown intersection, very acceptable levels of service of C or better – for most individual movements as well as for the overall intersection – can be achieved with signal retiming (level of service is assigned on an A-F grading scale based on anticipated vehicular delays).
Vehicles exiting the hotel's parking garage and valet service bay can be expected to experience a level of service of B. On average, southbound backups from the signal at Brown should not materially interfere with egress from the service bay. Drivers attempting to exit that bay will, however, occasionally find it to their advantage to pause until signal-queued vehicles have discharged after receiving the green light.
The valet operation and associated pedestrian movements will benefit from the street-scape plan outlined in this report. In addition to the features shown, it is recommended that the plan also include pedestrian benches and bike racks on the site's Old Woodward frontage (at a minimum, on the nearby intersection bump-out). Directional signing for the nearest has stops porth and south of the site may also be appropriate

TRAFFIC & PARKING STUDY FOR PROPOSED BIRMINGHAM BOUTIQUE HOTEL

INTRODUCTION

Lorient Capital LLC is proposing to demolish the two existing one-story office buildings on the northwest corner of Old Woodard and Brown (Figures 1-3) and replace them with a five-story boutique hotel. The first four levels of the hotel (plus a mezzanine) will include 126 guest rooms, two restaurants, two bars, a banquet room, four meeting rooms, and other ancillary facilities. Level 5 will include 17 rental apartments. Two underground levels will provide 56 on-site parking spaces, 22 of which must (by ordinance) be reserved for the apartments. Proposed floor plans for all levels are included in the body of this report (Figures 4-10). Construction and full use of the building is desired within two years.

The cars of all arriving residents and patrons will be parked (and later un-parked) by valets based at a service bay on the hotel's Old Woodward frontage. These valets will take those cars to the building's underground garage, one or more City parking decks, or other available public places in the general area; those needing to be parked during the peak hours of street traffic are expected to be parked west of Old Woodward in the general vicinity of the new hotel.

This study was prepared by Giffels Webster staff, guided by the City of Birmingham's Traffic Study Questionnaire Form B, comments by the City's traffic engineering consultant, and widely accepted traffic planning and engineering practice for such studies. Since the April 2017 release of the original study report, the proposed site plan has changed somewhat, along with various study assumptions, findings, and conclusions. Appendices A-F of the earlier report contain information still valid in the revised study, so they are incorporated herein by reference.

EXISTING CONDITIONS

Roadway Characteristics

Both Old Woodward and Brown are lighted, 25-mph streets under the jurisdiction of the City of Birmingham. The existing lane configuration of the two streets near their intersection can be seen in Figure 3. This intersection is controlled by a two-phase pre-timed traffic signal now operating on an 80-sec cycle 24 hours a day, seven days a week (per timing permit in Appendix C of April report).

Alternative Modes

Given their downtown location, both streets abutting the site are equipped with sidewalks on both sides. All four intersection approaches are equipped with zebra-bar crosswalks and count-down pedestrian signals. There are no public pedestrian benches near the intersection.

SMART offers fixed-route bus service along Old Woodward, with two bus stops for each direction of travel within one block of Brown. The nearest stops for SB travel are on the southwest corner of Old Woodward and Merrill and a short distance south of Daines. For NB travel, there are stops opposite both Daines and Merrill.

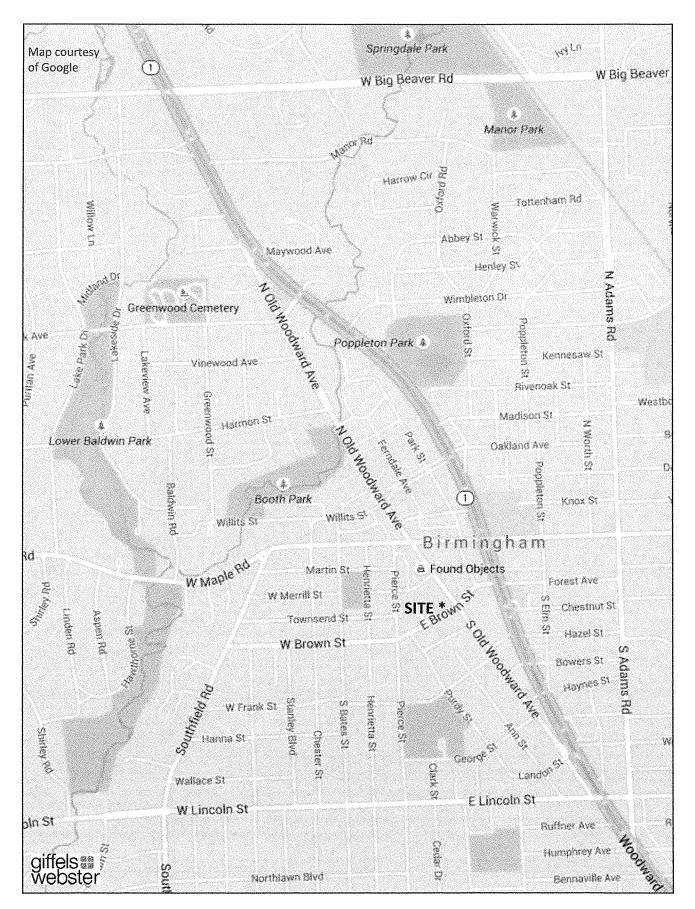


Figure 1. Vicinity Map

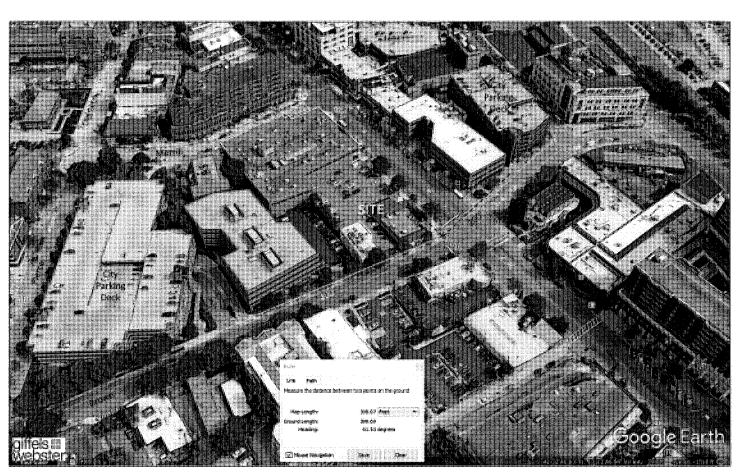
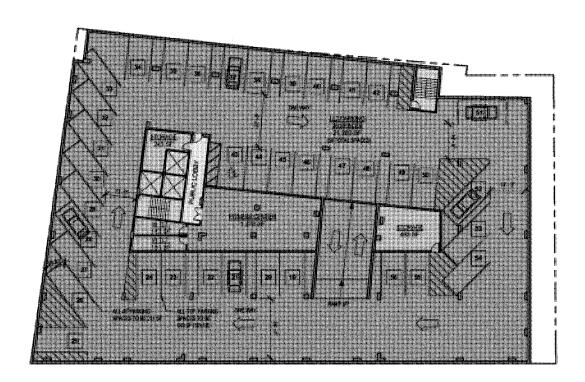


Figure 2. Walking Distance, Site to Nearest Two City Parking Decks



Figure 3. Site Aerial



TOTAL PARKING: 56 SPACES

LOWER LEVEL 2

BOOTH HANSEN CONCEPT PLANS

0 5 10 20 40



Birmingham Hotel 2017.06.0 1623

Figure 4. Floor Plan for Lower Underground Parking Level

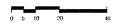


TOTAL PARKING: 56 SPACES

LOWER LEVEL 1

BOOTH HANSEN

CONCEPT PLANS





Birmingham Hot 2017:05:0 162

Figure 5. Floor Plan for Upper Underground Parking Level

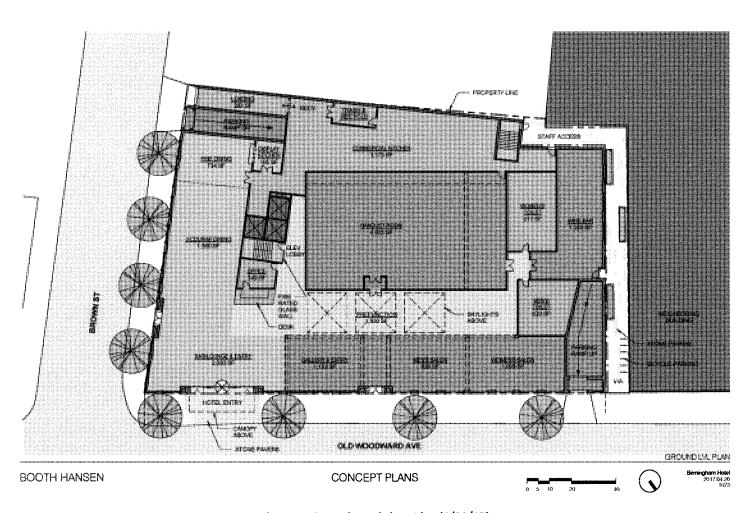


Figure 6. Ground-Level Floor Plan (4/20/17)

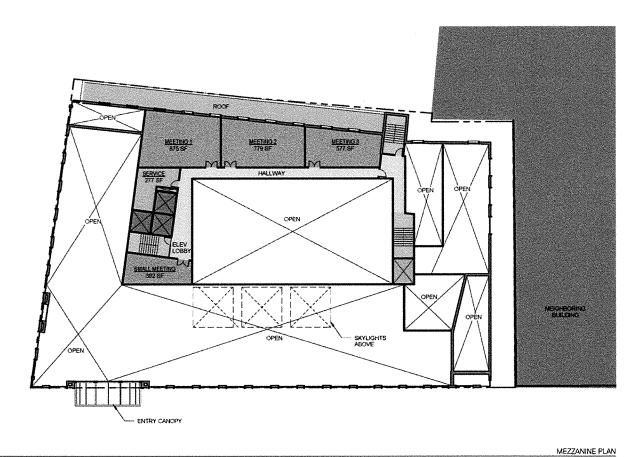
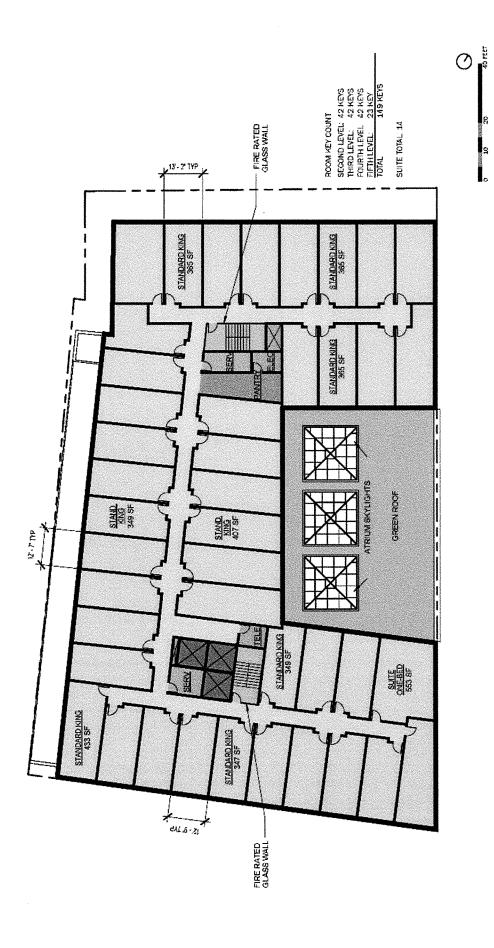


Figure 7. Mezzanine-Level Floor Plan (4/20/17)

SECOND LEVEL PLAN



CONCEPT PLANS

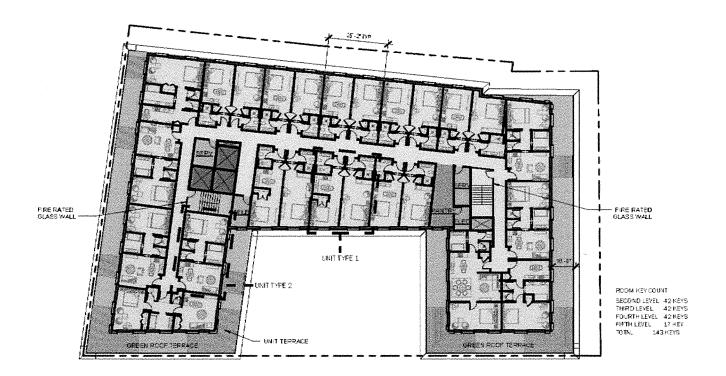
BOOTH HANSEN

Figure 8. Second-Level Floor Plan

THIRD - FOURTH LEVEL PLAN



Figure 9. Third- and Fourth-Level Floor Plan





FIFTH LEVEL PLAN

COMMUNITY IMPACT STUDY

35-31-331

Figure 10. Fifth-Level Floor Plan

Presently, there are no signed bike lanes or bike routes near the site. Most bicycle parking in the area occurs informally. There is only one nearby bike rack, on the southwest corner of Old Woodward and Merrill.

Current Use of Pierce and Peabody Street Parking Decks

It is expected that the hotel parking valets will primarily utilize the City's Pierce and/or Peabody Street parking decks. To determine the prospective parking space availability in those decks – as now configured – GW acquired current occupancy data from the deck operator (SP+) for representative weeks in July 2016 and March 2017. These data are detailed in Appendix E of this study's April report and are summarized in Tables 1 and 2 (below).

If the existing parking availability in the Pierce and Peabody decks is insufficient to handle proposed new developments in the area, one or both decks may have to be enlarged by the City as part of its parking assessment district. Alternatively, other locations for adding parking in the general vicinity may have to be identified by the City. Certain simplifying assumptions in this regard are made in this study, however, in order to reasonably distribute the hotel's valet-related parking traffic (see later section on trip distribution).

Current Traffic Volumes

At the direction of the City's traffic consultant, GW estimated the current (March 2017) peak-hour volumes at the Old Woodward and Brown (shown in Figure 11) by adjusting the May 2016 counts done for the City by Traffic Data Collection (see Appendix F of the April report). The needed adjustment factor was developed by first estimating the average annual rate of increase in the Annual Average Daily Traffic (AADT) volume on Old Woodward. In searching SEMCOG's on-line data base, the nearest point on that street for which AADT data were found to exist for two different years was north of the site, between Maple and Oak. The two-way AADT volumes on that segment were 10,355 in 2013 and 8,830 in 2007, which indicate an effective annual average rate of increase of 2.7%. Since only 10 months elapsed between May of last year and March of this year, it was then estimated that the increase over this period was likely on the order of (10/12) x 2.7%, or 2.25%. The latter value was applied to the City counts to predict the current volumes. The above method and results were reviewed and approved by the City's traffic consultant.

Assuming that traffic volume in the PM peak hour represents a typical 9% of daily traffic, the estimated current PM peak-hour volumes suggest that the average daily volumes at the subject intersection are approximately 8,200 vehicles on Old Woodward and 10,300 on Brown.

FUTURE CONDITIONS

Background Traffic Volumes

A traffic impact study generally forecasts the future background traffic that can be expected to exist at the time of project build-out, but in its hypothetical absence; this is done to provide a suitable "base case" for evaluating the impacts of adding project-generated traffic. The projected growth in

Table 1. Open Parking Deck Spaces in July 2016

11	Pierce	e Deck	Peabo	dy Deck	Total of T	wo Decks
Hour	Weekdays	Saturdays	Weekdays	Saturdays	Weekdays	Saturdays
12:00 AM	609	676	385	146	994	822
1:00 AM	628	679	386	334	1014	1013
2:00 AM	635	682	385	395	1020	1077
3:00 AM	637	682	386	396	1023	1078
4:00 AM	648	684	412	407	1060	1091
5:00 AM	694	696	424	425	1118	1121
6:00 AM	688	690	409	423	1097	1113
7:00 AM	667	684	396	422	1063	1106
8:00 AM	565	673	337	431	902	1104
9:00 AM	395	661	203	399	598	1060
10:00 AM	224	655	86	398	310	1053
11:00 AM	147	651	143	382	290	1033
12:00 PM	98	653	34	353	132	1006
1:00 PM	61	650	30	325	91	975
2:00 PM	75	648	38	311	113	959
3:00 PM	1 25	648	58	314	183	962
4:00 PM	169	647	76	296	245	943
5:00 PM	232	653	187	280	419	933
6:00 PM	312	662	246	257	558	919
7:00 PM	273	664	268	234	541	898
8:00 PM	257	666	316	209	573	875
9:00 PM	344	668	371	186	715	854
10:00 PM	468	669	391	158	859	827
11:00 PM	558	673	387	155	945	828

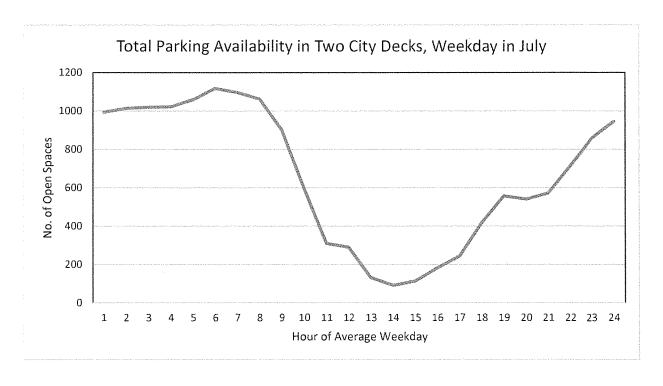
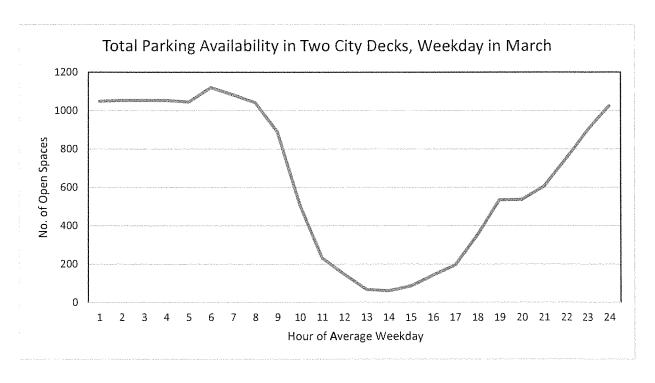


Table 2. Open Parking Deck Spaces in March 2017

Hour	Pierco	e Deck	Peabo	dy Deck	Total of T	wo Decks
nour	Weekdays	Saturdays	Weekdays	Saturdays	Weekdays	Saturdays
12:00 AM	657	575	392	392	1049	967
1:00 AM	660	624	393	410	1053	1034
2:00 AM	659	646	394	411	1053	1057
3:00 AM	659	648	394	411	1053	· 1059
4:00 AM	667	654	378	419	1045	1073
5:00 AM	695	694	425	427	1120	1121
6:00 AM	685	689	398	427	1083	1116
7:00 AM	662	676	380	422	1042	1098
8:00 AM	562	640	326	383	888	1023
9:00 AM	361	580	149	326	510	906
10:00 AM	197	480	35	300	232	780
11:00 AM	136	401	11	312	147	713
12:00 PM	60	336	8	291	68	627
1:00 PM	53	283	8	265	61	548
2:00 PM	78	280	8	249	86	529
3:00 PM	128	323	15	294	143	617
4:00 PM	164	358	32	304	196	662
5:00 PM	233	394	120	304	353	698
6:00 PM	320	418	215	307	535	725
7:00 PM	301	379	237	304	538	683
8:00 PM	323	346	283	285	606	631
9:00 PM	423	378	329	274	752	652
10:00 PM	536	439	362	318	898	757
11:00 PM	636	520	388	371	1024	891



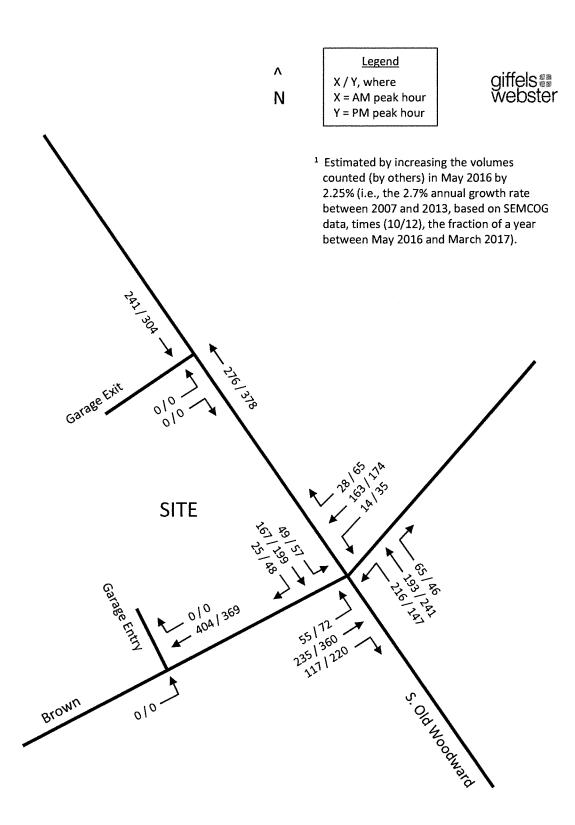


Figure 11. Current Peak-Hour Traffic Volumes¹

background traffic typically accounts for both regional economic development and the future occupation of approved but as yet unbuilt nearby developments. The City and its traffic consultant confirmed that there are no such developments likely to add significant new traffic to the Old Woodward/Brown intersection during this project's assumed two-year buildout period. Hence, the study assumes the above-forecasted 2.7% annual rate of traffic growth, compounded over two years to yield a 5.5% volume increase between 2017 and 2019. Figure 12 shows the expected peakhour background traffic at the earliest time the hotel is likely to be built and fully occupied.

Hotel Parking

Since the subject site is within the City's downtown Parking Assessment District, only its residential uses (i.e., 17 apartments) require on-site parking spaces. The Zoning Ordinance specifies 1.25 parking spaces per residential unit, so 22 of the 56 new underground spaces must be reserved for residents. The parking demand generated by the building's other proposed uses can be partially accommodated in the 34 spare underground spaces, with the balance served by off-site public parking spaces, at a location or locations selected by the applicant.

Since the non-residential uses within the proposed hotel will share the use of an off-site parking supply (via valet service), it is appropriate to estimate the needed total supply with the Urban Land Institute's *Shared Parking Model* (the 2nd Edition of the *SPM* was released in 2005). This Excelbased model was designed to account for:

<u>Timesharing of parking space use</u> . The <i>SPM</i> uses nationally sampled typical variations in parking demand by use, month, type of day (weekday versus weekend day), hour of the day, and type of arrival (visitor versus employee). These time-based variations are represented by a series of embedded tables indicating the percentage of peak parking demand occurring each hour for each arrival type.
<u>Capture and mode adjustments</u> . Ordinance-specified parking ratios in most Michigan communities generally reflect a suburban, non-CBD setting. These ratios are intended to establish the peak parking needs of individual land uses as if each use is isolated and operated independently of all other uses. They also assume negligible walking, transit use and ridesharing. To more realistically estimate the parking needed for a mixed-use development, the <i>SPM</i> includes capture and mode adjustments reflecting the reduction in parking due to the use of alternative modes — primarily walking between one site use and

At the direction of the City' traffic consultant in this particular application, no capture or mode adjustments were assumed in the analysis described below. The shared parking analysis requested by the City's traffic consultant also assumes:

another (internal capture) or between the site and off-site locations (mode adjustment).

Full simultaneous use of the proposed banquet and meeting rooms. These rooms have a total floor area of 7,446 s.f.; per the building code, this would accommodate 496 persons.
To properly apply the <i>Shared Parking Model</i> , the amount of "conference" space per guest room must be determined; per the preceding assumption, this ratio is (7,446 s.f./126 guest

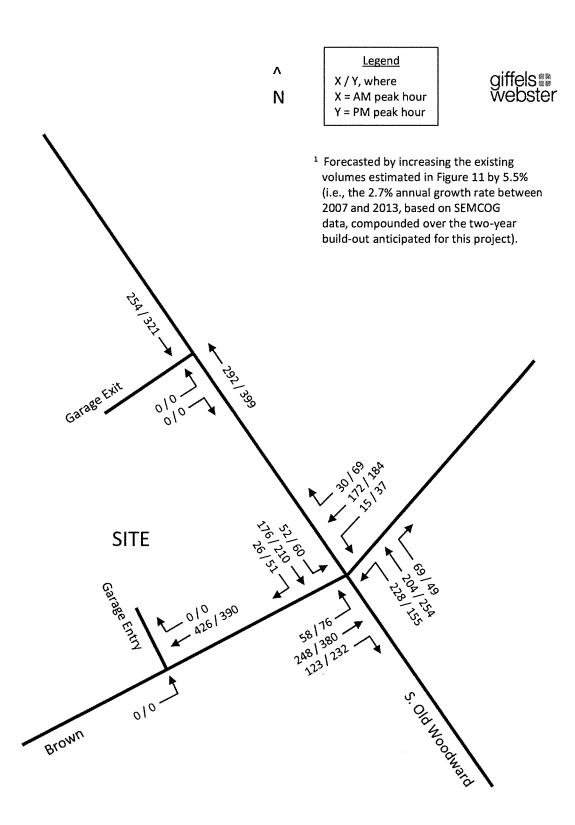


Figure 12. Future Background Peak-Hour Traffic Volumes¹

rooms=) 59.1 s.f./guest room. As can be seen in appendix Table A-1, ULI considers this high of a ratio to indicate "convention" space rather than "conference center/banquet" [space]. The "Convention Space' designation prompts lower recommended parking ratios, and as will be seen later, also yields a critical parking scenario in the daytime rather than evening.

Absent any timesharing of parking spaces, the ULI-recommended parking ratios for the preceding uses indicate a total need for 307 spaces on a weekday and 210 spaces on a weekend day (see columns headed "Max Parking Spaces" in Table A-2).

An SPM analysis based on the above assumptions predicts that the time of peak parking need will be 9 a.m. on a weekday in February, when the total need (with timesharing) will be 253 spaces. At the same time on a weekend day in the same month, the total need will be 162 spaces (Table A-3).

The model also predicts the parking need by hour in the peak month (February), for both weekdays and weekend days (Table A-4). The peak parking demand by month is graphed for weekdays and for weekend days in Figures A-1 and A-2, respectively. Finally, the hotel's peak-month daily parking demand by hour and type of day is charted in Figure 13.

For the City's planning purposes, the hotel's projected late-winter weekday parking demand by hour is compared in Table 3 to the corresponding deck parking space availability this March. This table predicts significant deficiencies in the existing midday parking supply. These predicted deficiencies should be considered "worst-case," however, in that they are based on the very conservative shared parking assumptions described above.

It is also important to recognize that more of the hotel's off-site parking will likely consist of self-parking — on-street or in other lots — than assumed here. Again, the reader is reminded that the projected hotel parking demand is not an issue relative to site plan approval; it should be, however, a matter of some concern to the City as it plans its future public parking supply.

Trip Generation

Table 4 summarizes the trip generation forecast prepared in general accordance with GW's understanding of the guidelines provided by the City's traffic consultant. This forecast assumes:

	The "hotel" forecast includes trips generated by the guest rooms plus all ancillary facilities except the banquet and meeting rooms. The latter are treated separately because their combined floor area is relatively large compared to the number of guest rooms, likely more so than typical in ITE's trip generation sample for generic hotels (predominately suburban).
	Full simultaneous use of the proposed banquet and meeting rooms. These rooms have a total floor area of 7,446 s.f.; per the building code, this would accommodate 496 persons.
a	Consistent with the ULI Shared Parking Model, the banquet and meeting rooms are considered "convention space," with all arrivals occurring during the AM peak hour of adjacent street traffic and most departures occurring during the PM peak hour of adjacent street traffic (about 75%, according to the model's estimated hourly parking demands;

Peak Month Daily Parking Demand by Hour

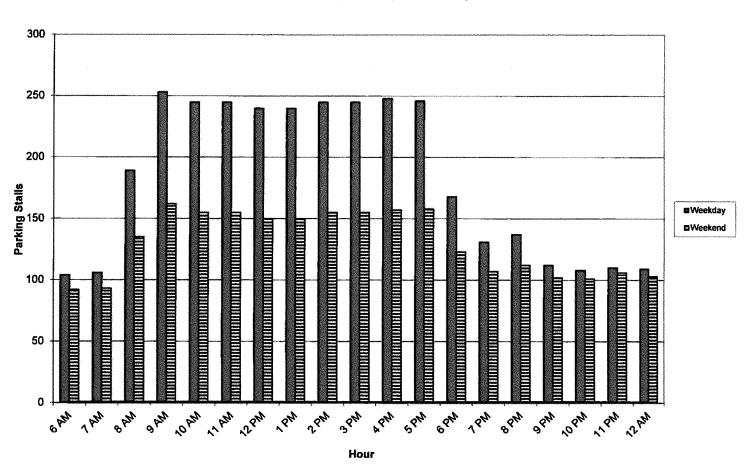


Figure 13. Total Peak Hotel Parking Need Based on Shared Parking Model (with Combined Meeting Spaces and No Capture)

Table 3. Weekday-in-March Parking Space Availability in Two City Decks vs.

Potential Hotel Off-Site Parking Need in Peak Month of February, per Shared Parking Model¹

	Supply	in March 2017	(Table 2)	Hotel Off-Site	Surplus (Sup	oply - Need)
Hour	Pierce	Peabody	Total	Need (Table A-4 less 34)	Both Decks	Pierce
12:00 AM	657	392	1049	75	974	582
1:00 AM	660	393	1053			
2:00 AM	659	394	1053	Values not		
3:00 AM	659	394	1053	computed by		
4:00 AM	667	378	1045	SPM .		
5:00 AM	695	425	1120			
6:00 AM	685	398	1083	70	1013	615
7:00 AM	662	380	1042	72	970	590
8:00 AM	562	326	888	155	733	407
9:00 AM	361	149	510	219	291	142
10:00 AM	197	35	232	211	21	-14
11:00 AM	136	11	147	211	-64	-75
12:00 PM	60	8	68	206	-138	-146
1:00 PM	53	8	61	206	-145	-153
2:00 PM	78	8	86	211	-125	-133
3:00 PM	128	15	143	211	-68	-83
4:00 PM	164	32	196	214	-18	-50
5:00 PM	233	120	353	212	141	21
6:00 PM	320	215	535	134	401	186
7:00 PM	301	237	538	97	441	204
8:00 PM	323	283	606	103	503	220
9:00 PM	423	329	752	78	674	345
10:00 PM	536	362	898	74	824	462
11:00 PM	636	388	1024	76	948	560

¹ Assumes banquet room and all four meeting rooms simultaneously occupied at full capacity; no internal capture (walking between those rooms and hotel guest rooms); no downtown capture (walking between the hotel and other buildings or self-park locations); and no hotel room guests using alternative transportation services (taxis, limousines, shuttles, etc.).

Table 4. Trip Generation Forecast (without Capture)1

Land Use	ITE	Size	Weekday	AM P	eak-H o ur	Trips	PM Peak-Hour Trips		
Land Ose	Use	Size	Trips	In	Out	Total	In	Out	Total
	Trips on Average Weekday without Special Events								
Apartments	220	17 d.u.	113	2	7	9	7	4	11
Hotel ²	310	126 rooms	755	40	27	67	39	37	76
Su	btotals		868	42	34	76	46	41	87
Additio	nal Trips	on a Day Expe	riencing Maxi	mum Use	of Banqu	et and M	eeting Ro	oms ^{3,4}	
Banquet Room	*	321 seats	Unk.	107	0	107	0	80	80
Meeting Rooms	_	174 seats	Unk.	58	0	58	0	44	44
Subtotals			Unk.	165	0	165	0	124	124
	Weekdays Featuring Special Events⁵								
Totals			Unk.	207	34	241	46	165	211

- 1 A trip is defined as a one-directional vehicular movement to or from the site. All trips will be serviced here by valets; however, to simplify this table, only trips by apartment residents and other site visitors are listed. Reverse trips by valets are not shown in this table but are accounted for in the valet queuing and traffic impact analyses. Trip forecasts for the apartments and hotel are based on rates and methodology recommended by the Institute of Transportation Engineers in its *Trip Generation Manual* 9th Edition (2012). All trip forecasts in this table are conservatively high, as they assume that all visitors will arrive and depart in an automobile, and all employees will park on-site.
- 2 Hotels sampled by ITE typically include supporting facilities, such as "restaurants, cocktail lounges, meeting and banquet rooms, limited recreational facilities, and/or other retail and service shops," and are generally located in suburban rather than downtown locations.
- ³ Given the sizable amount of meeting and banquet space proposed relative to the number of guest rooms separate "worst-case" trip forecasts are made here for the banquet and meeting rooms. ITE has not published any trip rates for this type of use; however, in cases such as this, it does state that another "reasonable predictor of trip generation may be used" (see *Transportation Impact Analyses for Site Development*, 2005, p. 40). Accordingly, the forecasts in this table assume seating capacities consistent with the building code (1 person per 15 s.f.) and vehicle occupancies consistent with the Zoning Ordinance parking requirement for banquet facilities (3 persons per vehicle).
- ⁴ The shared parking analysis (Table A-4) estimates peak "convention space" parking to be 149 spaces at 9 a.m.; hence, all visitors to the banquet and meeting rooms are assumed to arrive in the preceding hour, which happens here to be the peak hour of adjacent street traffic. The shared parking analysis also estimates "convention space" parking of 149 spaces at 4 p.m. and 75 spaces at 6 p.m.; it is reasonable to assume that the average of these two values, 112 spaces, occurs at 5 p.m., the start of the afternoon peak hour of adjacent street traffic. The exiting trips that hour are therefore assumed to equal (112/149 =) 0.75 times the number of arrivals in the AM peak hour. Absent any available data to the contrary, it is assumed that visitors make no exiting trips in the AM peak hour or entering trips in the PM peak hour.
- ⁵ These trip totals would occur only on days featuring special events making maximum use of the banquet room and all four meeting rooms.

Note: No internal capture (i.e., walking internally between hotel guest rooms and the banquet and meeting rooms) is quantified in this table, since the associated ITE methodology uses data collected at relatively large mixed-use suburban study sites (not downtown infill sites), and since it does not address banquet facilities per se.

see footnote 4). For purposes of this analysis, no departures are assumed to occur in the AM peak hour, and no arrivals are assumed to occur in the PM peak hour.

Special events making maximum simultaneous use of the banquet and meeting rooms are expected by the operator to be rare to non-existent. Hence, subsequent analyses in this study look at two operating scenarios: an average weekday without special events, and weekdays featuring maximum potential special events.

Valet Service

As mentioned in this study's first report, the proposed valet service bay will be large enough to accommodate six passenger vehicles. To determine the number of valets needed to generally keep single-file queuing of vehicles within the bay, an analysis was performed using methodology outlined on pp. 230-231 of ITE's *Transportation and Land Development (1st Edition, 1988)*. This analysis assumed Poisson (random) arrivals and negative exponential service times.

One of the main inputs to the queuing analysis is the assumed average arrival rate, in vehicles per hour. The trip generation forecast in Table 4 shows only arriving and departing residents and patrons; it does not show the reverse "trips" made by valet drivers. To properly evaluate the flow of all vehicles – driven by valets as well as residents and patrons – this flow is referred to here as "throughput." See Table 5.

To estimate valet service rate for use in the queuing analysis, several tests were conducted in the field. These tests found that a valet would need about 4.6 minutes to drive from the midpoint of the site's Old Woodward frontage (approximating the future hotel's main entrance) to the top level of the Pierce parking deck (via Brown Street) and then walk briskly back to the starting point. It was also found that a valet would need about 5.0 minutes to walk briskly from the future main entrance to the top of the deck and then drive back to the starting point (via Pierce, Merrill, and Old Woodward). Weighting these two round-trip times by the corresponding number of trips in Table 4, it was found that the overall average valet service time would be about 4.7 minutes. Working full-time at peak demand, each valet would be able to service (60/4.7=) 12.8 vehicles per hour.

To facilitate queuing analyses of the valet operation for alternative sets of assumptions, the queuing model was formulated as an Excel spreadsheet. Several alternatives each were evaluated for an "average weekday without special events" and for "all hotel traffic on a maximum special-event weekday," and the results are shown in Tables 6 and 7, respectively. To limit queues to six or fewer vehicles with a confidence level of 95%:

On average weekdays, 9 valets would be needed in the AM peak hour and 10 valets would be needed in the PM peak hour.
On maximum special-event weekdays, 27 valets would be needed in the AM peak hour and 24 valets would be needed in the PM peak hour. (Bear in mind that this scenario assumes 496 convention attendees arriving in the AM peak hour, plus hotel guests and employees, restaurant patrons, and apartment residents – both coming and going.)

Table 5. Valet Service Bay Throughput in Weekday Peak Hours¹

Land Use	ITE	Ci	Vehicle	AM Pe	ak-Hour V	ehicles	PM Peak-Hour Vehicles		
Land Ose	Use	Size	Class	In	Out	Total	In	Out	Total
Anartment	220	17 d.u.	Resident	2	7	9	7	4	11
Apartment	220	17 a.u.	Valet	7	2	9	4	7	11
Hotel	310	126 rooms	Patron	40	27	67	39	37	76
notei	210	1201001115	Valet	27	40	67	37	39	76
Average Weekday	Through	put without Spe	ecial Events	76	76	152	87	87	174
Panaust Bases		221 costs	Patron	107	0	107	0	80	80
Banquet Room	•	321 seats	Valet	0	107	107	80	0	80
Mosting Rooms		174 seats	Patron	58	0	58	0	44	44
Meeting Rooms		174 SeatS	Valet	0	58	58	44	0	44
Maximun	Maximum Special-Event Throughput			165	165	330	124	124	248
Maximum Total Weekday Throughput				241	241	482	211	211	422

¹ Necessary to properly complete the queuing analysis for the valet service bay. Resident and patron numbers here are also shown in the Table 4 trip generation forecast. All residents and patrons are assumed to arrive and depart by automobile.

Table 6. Valet Queuing Analysis:
Average Weekday without Special Events¹

No. of Peak- Hour Valets	Assumed Valet Cycle Time (min.) ²	Total Service Rate (Q, vph)	Utilization Factor (ρ = q/Q)	Q _M (= ρ for n=1)	Confidence l 90% (p =)	95% (p =)			
					0.10	0.05			
	AM Peak Hour								
		Arrival Rate =	76	vph					
8	4.7	102.1	0.7442	0.7442	6	8			
9	4.7	114.9	0.6615	0.6615	4	5			
13	7.0	111.4	0.6821	0.6821	4	6			
17	9.4	108.5	0.7004	0.7004	4	6			
			PM Peak Hour						
		Arrival Rate =	87	vph					
9	4.7	114.9	0.7572	0.7572	6	9			
10	4.7	127.7	0.6815	0.6815	4	6			
15	7.0	128.6	0.6767	0.6767	4	6			
20	9.4	127.7	0.6815	0.6815	4	6			

¹ Based on methodology described in the ITE publication entitled *Transportation and Land Development (1st Edition, 1988)* and the average arrival rates shown in Table 5 (which assume everyone arrives by automobile). A confidence level of 95% is most often preferred. The valet service bay will accommodate a single file of 6 queued vehicles (hence the bolding).

² An average valet cycle time of 4.7 min. was sampled for the Pierce St deck. This table also shows what the effects would be hypothetically increasing that average cycle time by 50% and 100%.

Table 7. Valet Queuing Analysis:
All Hotel Traffic on a Maximum Special-Event Weekday¹

No. of Peak-	Assumed Valet Cycle	Total Service	Utilization Factor	Q _M	No. of Queued Vehicles by Confidence Level (p. 231)			
Hour Valets	Time (min.) ²	Rate (Q, vph)	$(\rho = q/Q)$	(= ρ for n=1)	90% (p =)	95% (p =)		
					0.10	0.05		
	AM Peak Hour							
		Arrival Rate =	241	vph				
25	4.7	319.1	0.755 1	0.7551	6	9		
27	4.7	344.7	0.6992	0.6992	4	6		
40	7.0	342.9	0.7029	0.7029	5	6		
			PM Peak Hour					
		Arrival Rate =	211	vph				
22	4.7	280.9	0.7513	0.7513	6	8		
24	4.7	306.4	0.6887	0.6887	4	6		
36	7.0	308.6	0.6838	0.6838	4	6		

¹ Based on methodology described in the ITE publication entitled *Transportation and Land Development (1st Edition, 1988)* and the average arrival rates shown in Table 5 (which assume everyone arrives by automobile). A confidence level of 95% is most often preferred. The valet service bay will accommodate a single file of 6 queued vehicles (hence the bolding).

² An average valet cycle time of 4.7 min. was sampled for the Pierce St deck. This table also shows what the effects would be hypothetically increasing that average cycle time by 50%.

Trip Distribution

approaching the valet service bay, as well as the directional distribution of valet-driven vehicles leaving the bay after drivers and passengers have alighted. These distributions assume that: ☐ The percentage arriving from the north will correspond to the SB directional split of total traffic now passing the site on Old Woodward: 47% in the AM peak hour and 45% in the PM peak hour. The balance will generally approach from the east, west, and south in proportion to the number of vehicles at Old Woodward and Brown now turning right from WB Brown, left from EB Brown, and continuing through from NB Old Woodward. Given that U turns will not be permitted to enter the service bay, arrivals from the east and south will pass the site and use other streets west of Old Woodward (such as Pierce and Merrill) to reach a SB site approach on Old Woodward. Arrivals from the west will turn left before reaching the site and use such streets to reach the site frontage. The critical hour in the morning experiences the maximum-event arrival traffic forecasted in Table 4. In that hour, the new underground garage will have more-than-adequate parking for residents, plus 34 other spaces available for parking event visitors (cars belonging to overnight hotel guests are assumed here to have been parked off-site, so as to alleviate the morning "surge" of event arrivals). Hence, the number of arriving cars assumed to be parked by valets in the new garage that hour equals (2 residents + 34 visitors=) 36. The corresponding percentage of entering valets is therefore (36/207=) 17%. ☐ The balance of valet-driven arrival vehicles (83%) will be parked west of Old Woodward, since this maximizes the share of traffic exiting the service bay able to turn right at Brown (easier than turning left). It also avoids requiring patrons and valets to cross Old Woodward on foot during the busiest traffic hours. Figure 15 shows the expected peak-hour directional distribution of resident and patron vehicles departing the valet service bay, along with the directional distribution of valet-driven vehicles approaching the bay prior to pick-up. These distributions assume that: Resident and patron vehicles – all departing to the south – will distribute at the Old Woodward/Brown intersection in proportion to the current peak-hour volumes there. ☐ Given that U turns will not be permitted in exiting the service bay, departing drivers desiring to go north will make SB right turns at Brown and "go around the block" to reach northbound Old Woodward (e.g., via Pierce and Merrill). Per Table 4, only valet-driven resident vehicles will exit the new garage in the AM peak hour, destined for the valet service bay. They will constitute (7/34=) 21% of all departure-serving valet traffic that hour; the other 79% will go to the service bay from off-site parking locations west of Old Woodward.

Figure 14 shows the expected peak-hour directional distribution of resident and patron vehicles

(continued)

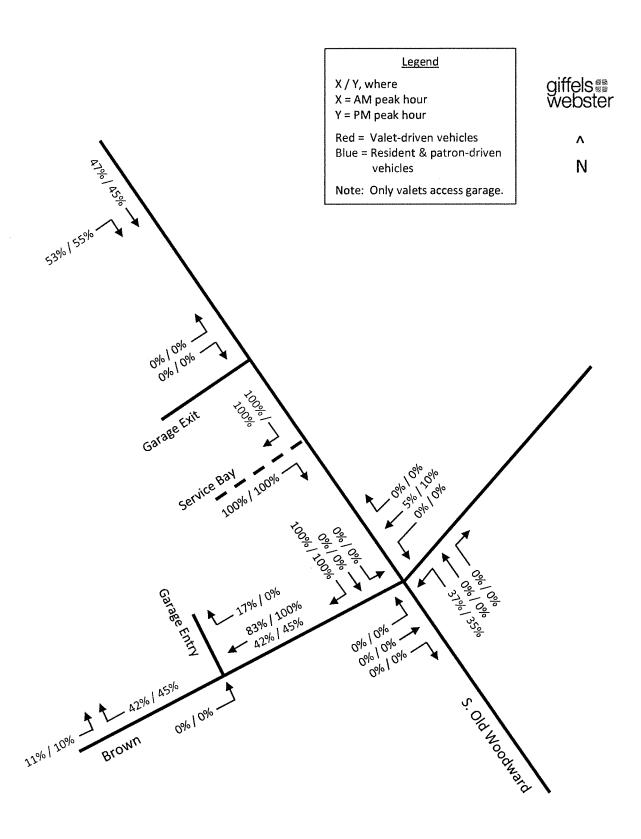


Figure 14. Distribution of Arriving Vehicles (Residents + Patrons In & Valets Out)

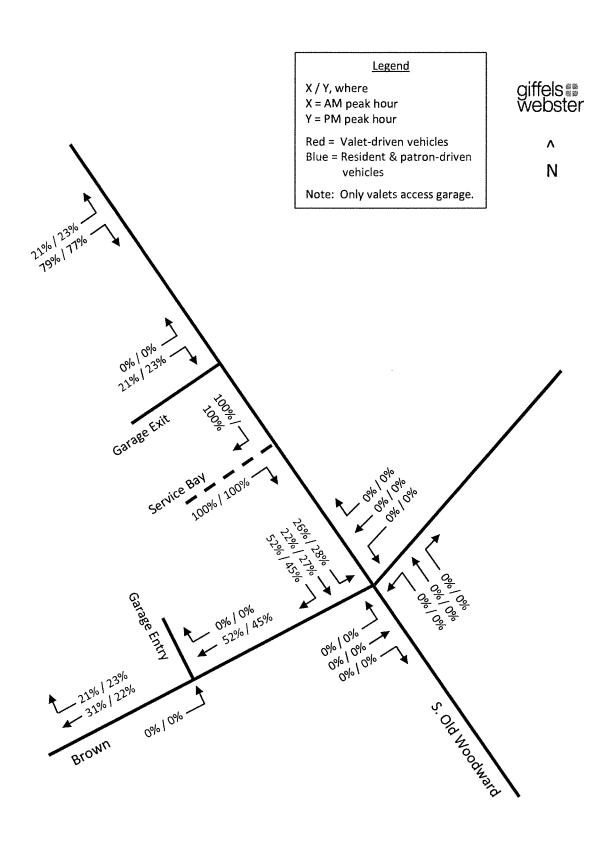


Figure 15. Distribution of Departing Vehicles (Valets In & Residents + Patrons Out)

In the PM peak hour, valet traffic exiting the new garage will consist of the four exiting resident vehicles (per Table 4) plus 34 "convention" vehicles assumed to have been parked there all day. This subtotal of 38 vehicles will constitute (38/165=) 23% of all valet-driven departure vehicles that hour.

Traffic Assignment

The trip distribution percentage models described above were applied to the corresponding trip generation subtotals in Table 4 (with consideration given to the associated valet "trips") to produce the peak-hour assignments of arrival- and departure-related site traffic illustrated in appendix Figures B-1 and B-2, respectively. Figure 16 (below) sums those two figures to determine the total volumes of peak-hour site traffic. Finally, Figure 17 forecasts future total traffic by adding the site traffic shown in Figure 16 to the future background traffic shown in Figure 12.

IMPACT ANALYSES

Levels of Service

Method and Criteria — Capacity analyses were conducted using the Synchro 9 Light computerized traffic model, based on methodologies contained in the Transportation Research Board's 2010 Highway Capacity Manual. The primary objective of such analyses is to determine the level of service, a qualitative measure of the "ease" of traffic flow based on vehicular delay. Analytical models are used to estimate the average control delay for specific vehicular (through or turning) movements — and in the case of all-way stop-controlled and signalized intersections — each approach and the overall intersection as well. The models account for lane configuration, grade (if any), type of traffic control, traffic volume and composition, and other traffic flow parameters.

Level of service (LOS) is expressed on a letter grading scale, with A being the highest level and F being the lowest level. Achieving an overall intersection and/or approach LOS of D or better is the normal objective in an urban or suburban area; however, LOS of E or worse may be unavoidable for some turning movements onto heavily traveled roads, especially when those movements are controlled by stop signs as opposed to signals.

Table 8 (below) defines LOS, in terms of average control delay per vehicle, for signalized intersections and unsignalized intersections, respectively (the latter include road/driveway intersections).

Unmitigated Results – *Synchro* was used to evaluate AM and PM peak-hour traffic conditions at the intersection of Old Woodward and Brown under current, future background, and future total traffic volumes, and at the valet bay and garage exit under future total traffic. The entry-only driveway on Brown was not included in the *Synchro* network, since there will be no entering left turns there as well as no exiting movements (entering right turns are not assigned a LOS rating).

Synchro printouts for the current and future background traffic scenarios appear in Appendix I of the April study report and are included here by reference. Printouts for future total traffic scenario are included in Appendix C of the present report.

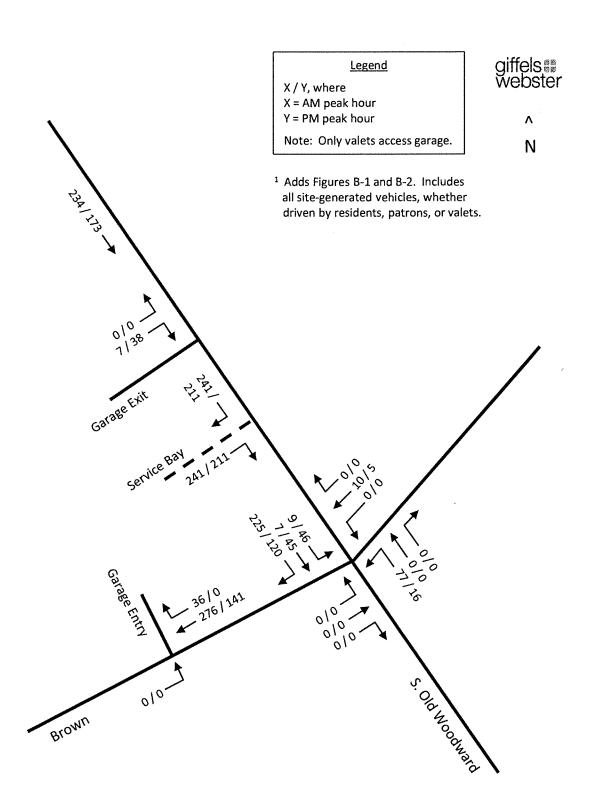


Figure 16. Site-Generated Trips¹

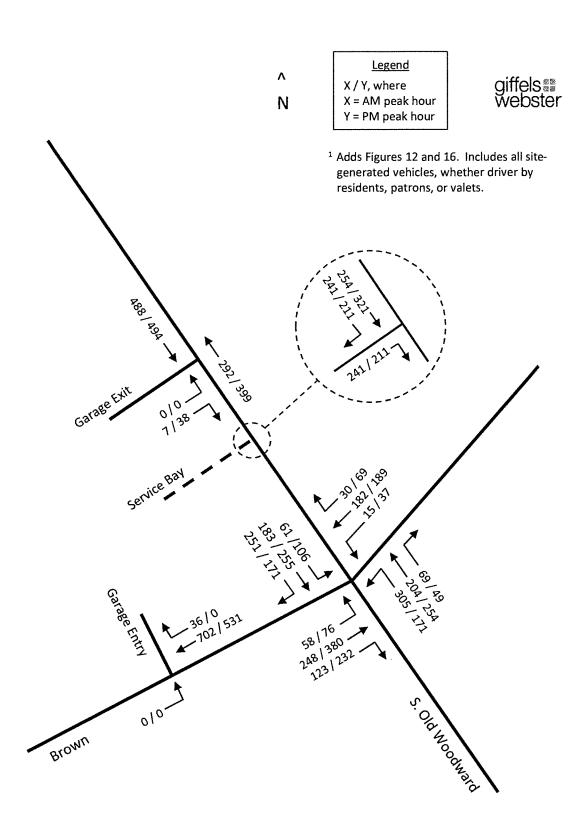


Figure 17. Future Total Peak-Hour Volumes¹

Table 8. Level of Service Criteria

Lavel of Carries	Control Delay per Vehicle (sec)				
Level of Service	Signalized Intersections	Unsignalized Intersections			
Α	≤ 10	≤10			
В	> 10 and ≤ 20	>10 and ≤15			
С	> 20 and ≤ 35	> 15 and ≤ 25			
D	> 35 and ≤ 55	> 25 and ≤ 35			
E	> 55 and ≤ 80	> 35 and ≤ 50			
F	> 80	> 50			

The estimated average delays and associated levels of service are summarized in Tables 9-11 (below). All of these "unmitigated" results assume no changes to lane use or signal timing at the Old Woodward/Brown intersection.

Table 9 shows northbound left turns to be the only movement of potential concern, as follows:

- Background traffic growth alone will decrease this movement's PM peak-hour LOS to a D from the current C; however, a D would still be acceptable and would be due to an increase in average delay of only 2.4 sec (7%).
- The further addition of site-generated traffic would without any signal timing changes decrease the LOS for NB left turns to F in both peak hours; this would be undesirable and should be mitigated if possible.

Tables 10 and 11 (above) show that site traffic exiting both the valet bay and garage would experience a level of service of B in both peak hours.

Mitigated Results – Given the LOS F predicted for northbound left turns in the PM peak hour, *Synchro* was used to hypothetically optimize signal timing for the forecasted future AM and PM peak-hour volumes; basically, this involved borrowing some green time from Brown to decrease delays on Old Woodward (maintaining the current 80-sec signal cycle). Table 12 shows that such mitigation would yield for that movement acceptable levels of service of D in the AM peak hour and C in the PM peak hour, while retaining LOS A, B, or C or all other movements.

Signal-Related Queuing

The City's traffic consultant asked that this study evaluate signal-produced traffic backups potentially affecting site access. The only affected access locations requiring evaluation in this regard are the proposed valet service bay — and possibly the proposed garage exit — both on Old Woodward. The garage entry on Brown will receive entering right turns only, so EB traffic backups from the signal will not be an issue.

SimTraffic, a companion microsimulation based on Syncho inputs, was used to forecast the extent of the peak-hour traffic backups on the SB Old Woodward approach to Brown, assuming that the

Table 9. Unmitigated Levels of Service at Old Woodward and Brown

Approach	Movement	AM Peak Hour			PM Peak Hour		
	Iviovement	Volume	Delay (sec)	LOS	Volume	Delay (sec)	LOS
			Current	Traffic			
Inters	section	1,327	20.2	С	1,664	20.9	С
	L	55	20.6	С	72	16.5	В
EB	T+R	352	20.9	С	580	17.4	В
W/D	L	14	22.6	С	35	21.3	С
WB	T+R	191	19.6	В	239	14.3	В
	L	216	25.3	С	147	34.1	С
NB	Т	193	13.4	В	241	20.1	С
	R	65	12.2	В	46	16.9	В
CD	L	49	25.1	С	57	33.0	С
SB	- T+R	192	22.2	С	247	29.2	С
			Future Backg	round Traffic			
Intersection		1,401	20.8	С	1,757	21.6	С
	L	58	21.3	С	76	17.3	В
EB	T+R	371	21.3	С	612	18.0	В
	L	15	23.2	С	37	22.4	С
WB	T+R	202	19.9	В	253	14.5	В
·····	L	228	26.9	С	155	36.5	D
NB	Т	204	13.5	В	254	20.4	С
	R	69	12.2	В	49	17.0	В
	L	52	25.6	С	60	33.8	С
SB	T+R	202	22.4	С	261	29.7	С
		Futu	e Total (Backgi	ound + Site) 1	raffic		
Inters	ection	1,729	43.3	D	1,989	27.7	С
	L	58	21.6	С	76	17.5	В
EB	T+R	371	21.3	С	612	18.0	В
	L	15	23.3	С	37	22.4	С
WB	T+R	212	20.2	С	258	14.6	В
· · · · · · · · · · · · · · · · · · ·	L	305	154.6	F	171	96.2	F
NB	Т	204	13.5	В	254	20.4	С
	R	69	12.2	В	49	17.0	В
CD	L	61	16.4	В	106	27.7	С
SB	T+R	434	20.1	С	426	31.5	С

Table 10. Levels of Service at Old Woodward and Valet Service Bay

Approach	Mayamant	AM Peak Hour			PM Peak Hour		
Approach	pproach Movement		Delay (sec)	LOS	Volume	Delay (sec)	LOS
Future Total (Background + Site) Traffic							
EB	R	241 14.4 B 211 14.6					В

Table 11. Levels of Service at Old Woodward and Hotel Parking Garage Exit

Annroach	Managara	AM Peak Hour		PM Peak Hour			
Approach Movement		Volume	Delay (sec)	LOS	Volume	Delay (sec)	LOS
	Future Total (Background + Site) Traffic						
EB	L+R	7	11.7	В	38	12.4	В

Table 12. Mitigated Levels of Service at Old Woodward and Brown

A I-	Movement	AM Peak Hour			PM Peak Hour		
Approach		Volume	Delay (sec)	LOS	Volume	Delay (sec)	LOS
		Futur	e Total (Backg	round + Site) 7	raffic		
Inters	ection	1,729	26.0	С	1,989	25.1	С
EB	L	58	32.6	С	76	37.0	D
EB	T+R	371	30.3	С	612	30.3	С
WB	L	15	30.7	С	37	34.4	С
	T+R	212	27.8	С	258	22.4	С
	L	305	51.7	D	171	33.7	С
NB	Т	204	9.4	Α	254	13.4	В
	R	69	8.5	A	49	11.3	В
SB	L	61	11.4	В	106	18.1	В
	T+R	434	13.4	В	426	18.0	В

Table 13. Future Queuing on SB Old Woodward Approach to Brown (feet)¹

Lane	Type of Queue	AM Peak Hour	PM Peak Hour
1	Average	35	37
L	95 th -Percentile	76	74
T 1 D	Average	79	71
T + R	95 th - Percentile	102	88

¹ Assumes future total traffic flows shown in Table 12.

signal timing is optimized. These simulated queuing results are detailed in Appendix C and summarized in Table 13 (above).

On average, the predicted SB queues on Old Woodward are not expected to materially interfere with egress from the valet service bay. Ample times for egress will be available near the end of each signal cycle's green phase, if not sooner. It is important to bear in mind that the predicted 95th-percentile queues would be experienced (if at all) only very briefly within either peak hour.

Transportation Standards

When the abutting section of Old Woodward is rebuilt in the near future, it will include a narrow two-way left-turn lane. This lane will not be needed for access to the hotel, however, since there will not be any entering left (or right) turns at the proposed garage access on Old Woodward.

There are generally no existing right-turn lanes along Old Woodward, even at Maple, and their addition — at Maple or elsewhere — would be inconsistent with the City's future design concept for the street (e.g., such lanes lengthen crosswalks). Adding a right-turn lane for the proposed valet service bay is unnecessary and would be inappropriate as well, since it could result in visibility-blocking vehicle stacking north of the garage access drive. Vehicles entering that bay should use the opening provided by the garage access drive as a taper area.

At a minimum, the clear line of sight to and from the north for vehicles exiting the hotel parking garage should be sufficient for through drivers on Old Woodward to stop from an assumed 25 mph approach speed. From a viewing point 10 feet (minimally) to 14.5 feet (desirably) west of the through lane, exiting drivers should be able to see the center of the southbound through lane at least 155 feet to the north; this may require some curtailment in the on-street parking north of the proposed driveway.

Bicycle and Transit Activity

Once rebuilt, Old Woodward will feature "sharrow" markings reminding drivers to share the road with bicyclists. In recognition of the increased bicycle riding thus encouraged, bike racks should be added – at a minimum, on the proposed intersection "bump-outs" (aka "curb extensions"), including the new bump-out to be built on the hotel's corner.

As noted earlier in this report, there are existing bus stops on Old Woodward for each direction of travel, all about a block north and south of the hotel. To encourage bus ridership by hotel guests as well as employees, it would be advisable to provide some related directional signing for pedestrians exiting the hotel's main entrance.

Pedestrian Activity

Several areas of improvement are proposed for the Old Woodward frontage of the proposed hotel. The sidewalk will be widened to a minimum of 17 feet in accordance with the Old Woodward frontage plan provided by the City Engineer. Within these 17 feet will be a clear width of sidewalk

of 10 feet adjacent to the building, a 5-foot-wide planter, and a 2-foot buffer area between the planters and face of curb. A curbed bump-out will be constructed at the northwest corner of Brown and Old Woodward, in accordance with the City's streetscape plan. This bump-out will lessen the east-west crossing distance of Old Woodward, protect the valet staging area, and add a pedestrian movement area between the hotel entrance doors and valet staging area (Figure 19).

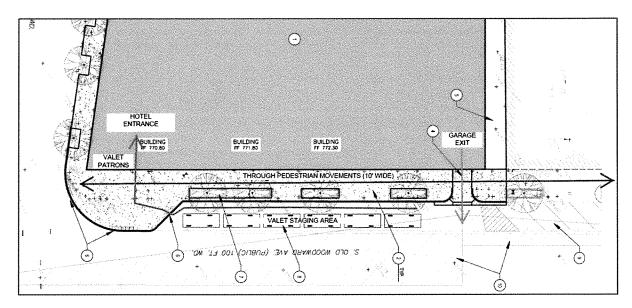


Figure 19. Concept Plan for Pedestrian Movements along Old Woodward Frontage

Valet staging is proposed for the parking area between the curbed bump-out and the garage exit drive. The valet staging (or service) area will be wide enough to keep valeted vehicles and the associated drivers, passengers, and valets safely clear of the southbound travel lane. Passengers alighting in this area will be able to proceed to the bump-out and directly enter the hotel, thus minimizing any conflicts with through pedestrian movements along the main-line sidewalk. The streetscape planters will also separate the valet operations from through pedestrian movements.

Traffic Management

As noted above, all hotel parking will be serviced by valets. The hotel operator will be contracting with a professional parking management / valet service company (ABM Parking Services) to provide valet operations. On-site parking will be provided for the fifth-floor apartments and a limited number of additional vehicles. Off-site parking will occur in City-owned parking decks and/or at other locations to be determined (as required).

All valet operations will be southbound on Old Woodward, generally operating in a clockwise direction around the site and making right turns. There will be space for six vehicles in the valet staging area on Old Woodward. Valet staffing levels will be adjusted as required to meet the operational requirements of the hotel and/or banquet events. Normal valet operations are not expected to significantly impact, or be impacted by, southbound through traffic on Old Woodward.

In instances where southbound through traffic and hotel traffic are at unusual peak levels, traffic control personnel (private and/or public/police) will be engaged to maintain traffic flow in the area.

Deliveries to the building will be to the loading dock area on Brown Street. The loading dock area will be large enough to accommodate most delivery vehicles and not block Brown, except briefly when trucks are entering or leaving.

KEY FINDINGS AND CONCLUSIONS

Key findings and conclusions developed in this study are as follo	Kev findings and	conclusions	developed in	this study	v are as follow
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All cars transporting building residents and visitors to and from the site will be parked by valets. The hotel's proposed two-level underground garage will feature 56 parking spaces, with 22 of those spaces being reserved for fifth-floor apartment residents and 34 being available to other valeted visitor cars. Valets needing to park additional cars will seek public off-site parking spaces, ideally in the City's nearby Pierce Street parking deck.
The trip generation forecast provides a separate forecast for the proposed banquet and meeting rooms, since their combined floor area (7,446 s.f.) will be relatively large compared to the number of guest rooms (126). At the direction of the City's traffic consultant, this study assumes a maximum special-event scenario, wherein the banquet and meeting rooms are in full simultaneous day-long use, with all arrivals occurring during the AM peak hour of street traffic and all departures occurring during the PM peak hour of street traffic. Also at the consultant's request, no walking trips are assumed, whether from guest rooms within the hotel or from various off-site locations.
Valet queuing analyses were completed for both an average weekday without special events and a maximum special-event weekday. Based on field measurements, it was assumed that the valet service time would average 4.7 minutes. To keep the service bay occupancy limited to its six-vehicle capacity (at a 95% confidence level), it was found that on an average weekday, the AM peak hour would require nine valets and the PM peak hour would require ten valets. On a maximum special-event day, however, the peak-hour valet requirements could be as high as 27 and 24, respectively.
The traffic impacts of the proposed hotel will be minimal and can be easily mitigated. For the future total peak-hour traffic volumes forecasted at the Old Woodward/Brown intersection, very acceptable levels of service of C or better – for most individual movements as well as for the overall intersection – can be achieved with signal retiming (level of service is assigned on an A-F grading scale based on anticipated vehicular delays).
Vehicles exiting the hotel's parking garage and valet service bay can be expected to experience a level of service of B. On average, southbound backups from the signal at Brown should not materially interfere with egress from the service bay. Drivers attempting to exit that bay will, however, occasionally find it to their advantage to pause until signal-queued vehicles have discharged after receiving the green light.

The valet operation and associated pedestrian movements will benefit from the street-scape plan outlined in this report. In addition to the features shown, it is recommended that the plan also include pedestrian benches and bike racks on the site's Old Woodward frontage (at a minimum, on the nearby intersection bump-out). Directional signing for the nearest bus stops north and south of the site may also be appropriate.



MEMORANDUM

Office of the City Manager

DATE: April 9, 2018

TO: Joseph A. Valentine, City Manager

FROM: Tiffany J. Gunter, Assistant City Manager

SUBJECT: Parking Capacity Increase – 34952 Woodward Avenue

In an effort to increase the number of available permits to monthly parkers within the Central Business District, the Advisory Parking Committee encouraged staff to explore opportunities to partner with owners of underutilized surface lots located within close proximity to the CBD. As such, staff identified a location that would allow for approximately 138 additional parking spaces at 34952 Woodward Avenue located on the corner of Woodward Avenue and Maple and the APC made a recommendation on April 4, 2018 for consideration by the City Commission.

The proposed contract, included with this memo, details the specifics regarding permitted uses, termination clauses, lease costs, and the necessary treatments to prepare the lot for daily parking.

Staff negotiated a minimum term of eighteen (18) months to ensure the cost to implement the parking expansion program would not exceed the benefits. The capital outlay is estimated at \$87,400. The cost breakdown is as follows:

Earth Excavation = \$9,968 Subgrade Undercut = \$6,000 New 4" stone base for drive lanes = \$21,340 New 2" stone base for parking areas = \$18,270 Fencing = \$8,750 Landscaping = \$1,000 Concrete at gates = \$7,100 Signs, Parking Space Markers = \$5,000 Gates, Card Reader, Sensor, Telephone Connection = \$10,000

Subtotal = \$87,400

Assuming a 10% contingency, the total cost for implementation would be \$96,100. The cost per space for opening this lot would be approximately \$700 per space. On average, the cost per space for surface lots in core downtown areas is upwards of \$27,000.

The lease payment would be \$7,500 per month. This cost assumes the sale of 125 parking passes at a cost of \$60 per pass. Although, it is important to note that the facility design estimates an ability to sell 150 permits allowing the city a potential benefit of \$1,500 monthly if all passes are sold. Additionally, the rendering illustrates a concrete section that runs along

Woodward. Cars are currently parking for free in this location. APC also recommends the sale of 20 hang tag permits to further serve our waitlisted customers. This recommendation will result in the sale of 170 total passes located near the existing Peabody garage. Staff will instruct SP+ to offer the passes to the members of the Peabody waitlist first and then open to other users if passes remain available.

Staff recognizes the need to continue to explore other viable longer term opportunities to reduce the permit parking wait list and will continue to partner, where possible to expand parking capacity.

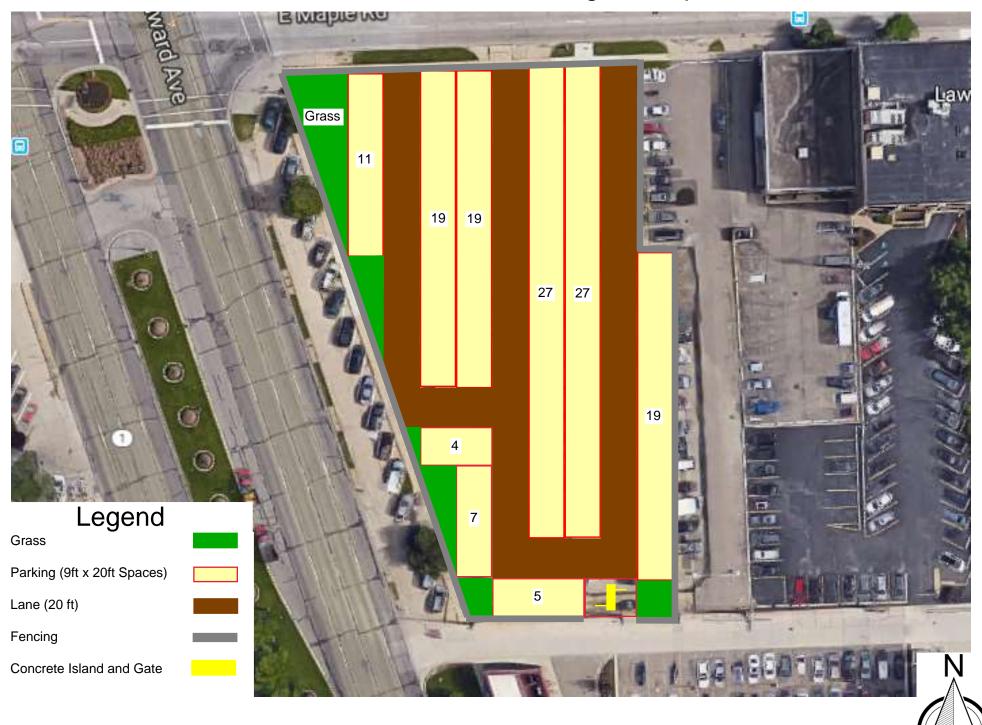
SUGGESTED RECOMMENDATION:

To approve the recommendation from the Advisory Parking Committee to authorize the contract between Markyo Hospitality, LLC and the City of Birmingham to expand the capacity for permit parking within the Central Business District by 150 parking spaces at a cost of \$60 per permit

-AND-

To approve the recommendation from the Advisory Parking Committee to authorize the sale of 20 hangtag parking permits at a cost of \$60 per permit for the adjacent concrete lot on Woodward.

34952 Woodward Parking Concept



Feet

100

LEASE

THIS LEASE is entered as of_	, day of	2018, between
MARYKO HOSPITALITY, LLC	(Parcel 19-36-226-002) and,	whose address is 30500
Northwestern Highway, Suite #525,	Farmington Hills, MI, 48334	("Lessor") and CITY OF
BIRMINGHAM whose address is 151	Martin Street, Birmingham, M	II 48009 ("Lessee").

RECITALS

- A. Lessor desires to lease to Lessee and Lessee desires to lease from Lessor a parking lot sufficient for approximately 125 parking spaces and necessary ingress and egress located on the Lessor's real property described in Exhibit A, which is attached, and conditions set forth in this Lease;
 - B. Lessee intends to use the parking spaces for public parking for a fee.

In consideration of the mutual promises, the rents reserved, and the mutual benefits to be derived by Lessor and Lessee, the parties agree as follows:

- 1. **Premises.** Lessor leases to Lessee and Lessee leases from Lessor portions of the real property located in the City of Birmingham, Oakland County, Michigan, as legally described in Exhibit A ("Entire Premises"). The Lessee shall assume the oversight and access to the gate located on the southeast corner of the property for ingress and egress to the parking lot described and outlined in Exhibit A. Lessor shall assist Lessee by providing any electronic transponders, keys, spare equipment, etc., that are necessary to fully utilize and maintain the existing gate system. In addition, the Lessor and the Lessee agree the following improvements will be installed to the premises by the Lessee that are necessary to operate a parking lot:
- (a) **Grading.** The lot shall be graded by the Lessee and a suitable covering will be placed upon the graded soil to accommodate parking.
- (b) **Reflectors and Signs.** The addition of reflectors and signs to the property to provide information as to the entrances, exits and the restrictions on the lot.
- (c) **Gate System.** In addition to the existing gate at the southeast corner off of the existing alley, an automatic gate system will be installed so as to restrict ingress and egress to permit holders.
 - (d) **Lighting.** The Lessee may add lighting to the lot.

- 2. **Term.** (a) **Primary Term.** This Lease will be for an initial minimum contract term of eighteen (18) months and shall commence upon written notification to Lessor by Lessee of the commencement date. A notice to terminate may be sent prior to the completion of the initial term so long as Lessee shall have been provided possession for the entire initial minimum term (Primary Term).
- (b) **Extended Term.** Lessee has the right to extend the term of the Lease beyond the Primary Term on a month-to-month basis (the "Extended Term"), beginning upon the expiration of the Primary Term. Lessee may exercise the right by giving written notice to Lessor not less than 90 days before the expiration of the Primary Term. Any Extended Term will be on the same terms and conditions as the Primary Term. The Primary Term and any Extended Term are collectively referred to as the "Lease Term."
- (c) Early Termination by Lessee. Lessee may, in its sole discretion, for any reason or no reason, elect to terminate the Primary Term of this Lease by providing not less than 120 days prior written notice to Lessor.
- (d) **Early Termination by Lessor.** So long as the initial minimum term of eighteen (18) months will have been met, Lessor may, in its sole discretion, for any reason or no reason, elect to terminate the Primary Term of this Lease by providing not less than 120 days prior written notice to Lessee.
- (e) **Termination of Extended Term.** Either party may terminate the month-to-month Extended Term by giving not less than 120 days prior written notice to the other party.
- 3. **Rent.** Lessee shall pay "Rent" to Lessor, upon written notification of the commencement date, the sum of Seven Thousand Five Hundred Dollars (\$7,500) per month, to be paid the first week of each month.

4. Use.

- (a) **Permitted Uses.** The Leased Premises will be used primarily for vehicle parking and other limited uses approved by the Lessee for a period not to exceed ninety (90) days.
- (b) Compliance with Legal Requirements. Lessee will, at its cost, comply with and cause the Leased Premises to comply with all of the following (collectively called "Legal Requirements"): (i) all local, state and federal laws, orders and regulations now or hereafter applicable to the Leased Premises or use thereof or the health and welfare of Lessee's employees, agents, customers, invitees or licensees, and (ii) all agreements entered into by Lessee with regard to the Leased Premises, including insurance policies. Legal requirements include, without limitation, all legal requirements that require unforeseen alterations or repairs to the Leased Premises.

- 5. **Covenant of Quiet Enjoyment.** As long as Lessee is not in default under this Lease, Lessee will be entitled to quiet possession of the Leased Premises during the Lease Term.
- 6. **Environmental.** Lessee has not owned or leased this property at any time prior to this Lease. The parties agree that: (a) Lessee is not in control or responsible for any condition on this property, (b) Lessee does not have authority to decide any compliance with environmental laws and regulations, (c) Lessee controls only the surface of the Leased Premises and does not control any material beneath the surface of the Leased Premises, and (d) Lessee may not conduct any activities that require disturbance of the material beneath the surface or require the Lessor to do the same under the terms of this Lease.
- 7. **Maintenance.** Lessee will, at its own expense, clean and remove snow and ice from the Premises and will maintain and repair parking areas, as may be reasonably required in Lessee's judgment. Lessee shall be responsible for grading, gravel, fencing, landscaping, lighting, parking blocks and signage as deemed necessary by Lessee.
- 8. **Taxes.** During any term of this Lease, Lessor will pay all real estate taxes and special assessments levied against the entire Leased Premises.

9. Insurance.

- (a) Commencing on the Commencement Date, Lessee will procure and maintain commercial general liability insurance, insuring and defending against any cost, loss, damage or expense incurred by reason of any claim, suit, liability or demand for bodily injury, death or property damage occurring on the Leased Premises or arising out, pertaining to, or involving this Lease or the use, occupancy, control, maintenance or repair on the Leased Premises by Lessee, its successors, assigns, employees, agents, customers, invitees and licensees, including without limitation, those arising as result of Leasehold Improvements or pursuant to Lessee's activities in Section 11, in the minimum amounts of \$2,000,000 for bodily injury or death to any one person, \$3,000,000 for bodily injury or death to any number of persons in any once incident, and \$1,000,000 for property damage, with regard to each such claim, suit, liability or demand.
- (b) Lessee will procure workers' compensation insurance to the extent required by Michigan law.
- (c) Every insurance policy procured by Lessee must: (i) be issued by a company of nationally recognized financial standing legally authorized to do insurance business in Michigan; (ii) provide that such policy shall not be cancelled without at least thirty days' prior written notice to the named and additional insureds; and (iii) not be invalidated or the proceeds not payable because of the nature of any occupancy or use. Lessee will furnish evidence of such

insurance to Lessor. Lessee will have Lessor named as an additional insured on any such insurance policy and provide proof to Lessor of Lessor's status as additional insured.

- (d) The Lessor and Lessee each release the other from any liability resulting from damage by fire or other casualty to the extent of proceeds received under any insurance policy or under any pooled coverage program. Because these releases will prevent the assignment of claims to any insurer, by way of subrogation or otherwise, Lessee will procure from its insurer such endorsements to the insurance policies that are necessary to prevent invalidation or reduction of any insurance coverage provided thereunder.
- 10. **Responsibility**. Lessee will be responsible, for itself and its successors and assigns, for any cost, loss, damage or expense, including, without limitation, attorney fees and the reasonable costs of investigation, incurred as a result of any claim, suit, liability or demand occurring on or in the Leased Premises or arising out of, pertaining to or involving this Lease or the use, control, maintenance, repair, alteration, or occupancy on, of or to the leased Premises, the Entire Premises or personal property, by Lessee, its successors, assigns, employees, agents, customers and invitees.
- 11. **Lessee's Covenant Not to Sue.** Lessee will not sue or take any civil, judicial or administrative action against Lessor for any claims arising out of, pertaining to, or involving the use, control, maintenance, repair, alteration, or occupancy on, of or to the Leased Premises, the Entire Premises, or structures installed by Lessee, its successors, assigns, employees, agents, customers and invitees, except to the extent such claims arise out of conduct by Lessor, its successors, assigns, employees, agents, customers or invitees.
- 12. **Utilities.** Lessor will pay when due all bills for water, gas, electricity, and other utilities and services for the Leased Premises during the Lease Term, except Lessee will pay bills for electricity for lights to be installed by Lessee.
- 13. **Signs.** Lessee may install, maintain, and remove signs and striping of parking spaces appropriate to its use, in or about the Entire Premises as Lessee may deem necessary or desirable. The signs will be in compliance with all governmental regulations.
- 14. **No Liens.** Lessee will not permit any mechanic's or other lien or security interest to be filed against any part of the Entire Premises which arises out of the use, occupancy, control, maintenance or repair of the Leased Premises or for work or materials furnished to the Leased Premises or to Lessee, its successors, assignees, sub-lessees, or licensees. Lessee must discharge any lien, at Lessee's expense, within thirty days after Lessee's receipt of notice thereof. Lessor will not be liable for any labor, service or material furnished or to be furnished to Lessee.

- 15. **Assignment and Subletting.** Lessee will not assign this lease without the written consent of the Lessor. Lessee may enter into any sublease using less than 25% of the total square footage being leased without the written consent of the Lessor for a period not to exceed 90 days.
- 16. Damage to Leased Premises. If, during the Lease Term, the Leased Premises or any portion of the Entire Premises is partially or totally damaged or destroyed, Lessor, subject to the conditions set forth in this section, will repair such damage and restore the parking lot to substantially the same condition it was immediately before such damage or destruction,. Lessor shall not be responsible to repair and restore the Leased Premises in the event such damage or destruction was caused by Lessee, its successors, assignees, sub-lessees, or licensees, in whole or in part. Lessor will notify Lessee in writing, within thirty days after the date of the damage or destruction if Lessor anticipates that the restoration will take more than ninety days from the date of the damage or destruction to complete. In such event, either Lessor or Lessee may terminate this Lease effective as of the date of such damage or destruction by giving written notice to the other within ten days after Lessor's notice. Lessor must take such steps as may be necessary during the Lease Term to secure the Leased Premises from further damage. If damage or destruction that is not the responsibility of Lessee, in whole or in part, occurs during the last six months of the Lease Term, the Lessor may cancel this Lease. This paragraph does not apply to any damage or destruction to items installed under Paragraphs 14 and 15 of this Lease that are not caused solely by Lessor.
- 17. **Eminent Domain.** If (i) all of the Leased Premises are taken by any public authority under the power of eminent domain, (ii) any part of the Leased Premises is so taken and the remainder thereof is insufficient for the reasonable operation of Lessee's use, or (iii) any of the Entire Premises is so taken, and, in Lessor's opinion, it would be impractical or the condemnation proceeds are insufficient to restore the remainder of the Entire Premises, this Lease will terminate and all unaccrued obligations under this Lease shall cease as of the day before possession is taken by the condemnor.

If there is a taking by eminent domain and this Lease has not been terminated pursuant to this section, (i) Lessor will restore the Leased Premises and the leasehold improvements which are a part of the Entire Premises to a condition and size as nearly comparable to the condition and size thereof immediately before the date upon which the condemner took possession, and (ii) the obligations of Lessor and Lessee will be unaffected by such condemnation.

Surrender of Leased Premises. Upon the expiration or termination of the Lease Term, Lessee will surrender the Leased Premises, together with all existing leasehold improvements, to Lessor "broom clean" and in good order, repair and condition, except for ordinary wear and tear. Before the expiration or termination date, Lessee will remove all personal property, fixtures and equipment placed or affixed on the Leased Premises by Lessees, its assignees, sub-lessees, customers, invitees, or licensees, and repair all damage to the Leased Premises caused by such removal. If Lessee fails to so remove or repair, Lessor may remove and dispose of such property

and repair any damage caused by removal. Lessee agrees to pay the costs of such removal, and disposal within ten days of receipt of a statement therefor from Lessor. No such removal, disposal or repair will cause Lessor to be the owner of such property, by conversion or otherwise. This section survives the termination or expiration of this Lease.

- 18. **Lessee's Default.** (a) Events of Default. Any of the following occurrences, acts or omissions constitute an "Event of Default" under this Lease: (i) Lessee fails to observe or perform any other provision of this Lease within twenty-five days of Lessee's receipt of notice from Lessor, except that if the failure cannot reasonably be cured within such 25-day period, then such failure shall not be an Event of Default if Lessee begins to cure within such 25-day period and proceeds diligently and in good faith thereafter to cure such failure and cures such failure within a reasonable time.
- (b) **Notice to Terminate.** If an Event of Default has happened and continues, Lessor may terminate this Lease upon written notice to Lessee. Upon Lessee's receipt of such written notice, (1) the Lease Term and the estate in this Lease granted expires and terminates as fully and completely and with the same effect as if such date were the date in this Lease fixed for the expiration of the Lease Term, and (2) all rights of Lessee under this Lease expire and terminate (but Lessee remains liable as set forth in this Lease).
- (c) **Right to Re-enter.** If an Event of Default has happened and continues, Lessor may re-enter and repossess the Leased Premises by summary proceedings, ejectment, or in any other lawful manner Lessor determines to be necessary or desirable. Lessor is under no liability to Lessee by reason of any such re-entry or repossession. Lessor's re-entry of the Leased Premises is not an election by Lessor to terminate this Lease unless Lessor gives Lessee a notice of such intention or unless such a court of competent jurisdiction orders such termination.
- (d) Lessee's Liability Continues. (i) No expiration or termination of the Lease Term pursuant to this section, or by operation of law or otherwise, (ii) no re-entry or repossession of the Leased Premises pursuant to this section or otherwise, and (iii) no reletting of the Leased Premises pursuant to this section or otherwise, will relieve Lessee of its liabilities and obligations hereunder, all of which survive such expiration, termination, reentry, repossession or re-letting.
- 19. **Remedies.** No right or remedy under this Lease or at law or equity is exclusive of any other right or remedy but is cumulative. Failure to insist upon strict performance of any provision of this Lease or to exercise any right or remedy of this Lease or law or equity does not constitute a waiver of any future performance. Receipt by Lessor of any Rent with knowledge of an Event of Default or Lessee's breach of this Lease does not constitute Lessor's waiver of such Event of Default or breach. Any waiver by either party of any provision of this Lease must be in writing. Each party is entitled to injunctive relief in the event of breach or threatened breach of its material obligations under this Lease beyond

applicable cure periods. Lessee waives and releases for itself and all those claiming under it, including creditors of any kind, any right and privilege which it or any of them may have to redeem the Leased Premises or to continue this Lease after expiration or termination of Lessee's right of occupancy by order or judgment, any legal process or writ, or under the terms of this Lease.

- 20. **Holding Over.** If Lessee remains in occupancy of the Leased Premises beyond the expiration or termination of the Lease Term, Lessee will remain solely as a subtenant from month-to-month and all provisions of this Lease applicable to the Lease Term remain in full force and effect. Nothing in this section is intended or may be construed to permit Lessee to occupy the Leased Premises beyond the expiration or termination of the Lease Term or to waive any right or remedy of Lessor as a result thereof.
- 21. **Estoppel Certificate.** Lessee will, from time to time, upon fifteen days' prior written request from Lessor, cause to be executed, acknowledged and delivered a certificate stating that this Lease is unmodified and in full effect (or, if there have been modifications that this Lease is in full effect as modified and describing such modifications), the amount of rent and the date through which rent has been paid, and stating that, to the knowledge of the signer of such certificate, either no default exists under this Lease or specifying each such default of which the signer has knowledge.
- 22. **Title and Condition.** (a) Lessor leases the Leased Premises to Lessee in their present condition, without representation or warranty, express or implied, except as otherwise set forth in this Lease, and subject and subordinate to all easements, restrictions and agreements of record.
- (b) By execution of this Lease, Lessee acknowledges that it has inspected the Leased Premises and Lessee accepts the Leased Premises and the Common Areas on the Commencement Date in their then "as is" and "where is" physical and environmental condition and releases and discharges Lessor from any claim, demand, liability or suit related to or arising from the physical or environmental condition of the Leased Premises. Lessee acknowledges that neither Lessor nor its agents or employees have made any express warranty or representation regarding the physical or environmental condition of the Leased Premises, that quality of material or workmanship of the Leased Premises, latent or patent, or the fitness of the Leased Premises for any particular use or purpose and that no such representation or warranty is implied bylaw.
- 23. **Representations and Warranties.** Lessee represents and warrants to Lessor that (a) Lessee is a Michigan municipal corporation, duly organized, validly existing and in good standing under the laws of Michigan, is exempt from federal and state taxes, and has the power to own its property and assets and carry on its business; (b) the execution of this

lease constitutes the binding obligation of Lessee and has been authorized by Lessee's City Commission; (c) the Lease of the Leased Premises will not conflict with or result in a breach of Lessee's charter or ordinances or any agreement to which Lessee is a party or by which it may be bound, or violate any state or federal law, statute, ordinance or regulation.

- 24. **Notices, Demands and Other Communications.** All notices, demands or other communications given pursuant to this Lease must be in writing and will be deemed given on the date mailed if mailed by nationally recognized overnight courier or by registered or certified mail, return receipt requested, with postage prepaid if: (a) when mailed to Lessor, it is addressed to Lessor at its address set forth above, marked "Attention: Kenny Koza" and (b) when mailed to Lessee, it is addressed to Lessee at its address set forth above, marked "Attention: City Manager". The parties may specify any other address in the United States with fifteen days prior notice.
- 25. **Severability.** If a court of competent jurisdiction declares invalid or unenforceable any provision of this Lease or its application to any person or circumstance, (a) the remaining provisions of this Lease, or the application of such provisions to persons or circumstances other than those to which it is invalid or unenforceable, are not affected thereby, and (b) each provision is valid and enforceable to the extent permitted by law.
- 26. **Binding Effect.** All provisions of this Lease are binding upon, inure to the benefit of, and are enforceable by the respective successors and assigns of Lessor and Lessee. The covenants and obligations of Lessor under this Lease are not binding upon the Lessor with respect to any period after the assignment of all its interests in the Leased Premises to a subsequent Lessor. In the event of any such assignment, Lessee may enforce the performance of any term, covenant, obligation, warranty or representation of Lessor solely against the Lessor's assignees, but only after such assignment.
- 27. **Governing Law.** This Lease is interpreted under the laws of the State of Michigan.
- 28. **Interpretation.** The recitals of this Lease are incorporated in this Lease. The section and subsection captions are for convenient reference only and are not intended to modify the interpretation of the section or subsection from an interpretation that is indicated by the text of the section or subsection. All of the representations, warranties and indemnities contained in this Lease survive indefinitely the expiration or termination of this Lease. This Lease is the product of negotiation. This Lease will be interpreted in accordance with its fair and apparent meaning and not for or against either party.

- 29. **Entire Agreement.** This Lease contains the entire agreement of the parties with respect to the Leased Premises. All prior negotiations or agreements, whether oral or written, are superseded and merged in this Lease.
- 30. **Amendment.** This Lease may not be changed or amended except by a writing duly authorized and executed by the party against whom enforcement is sought.
- 31. **Brokers.** Lessee represents to Lessor that Lessee has not entered into any agreement providing payment to any party of any fee or commission in connection with the transactions contemplated by this Lease. If any individual or entity shall assert a claim to a finder's fee or commission as a broker or a finder, then the party who is alleged to have retained such individual or entity or whose acts, omissions or representations are alleged to give rise to such claim shall defend (with counsel reasonably acceptable to the indemnified party), indemnify and hold harmless the other party from and against any such claim and all costs, expenses, liabilities and damages, including attorney fees, incurred in connection with such claim or any action or proceeding arising from such claim or action.

	OF BIRMINGHAM
("Less	see")
Ву:	
Its:	
MAR	YKO HOSPITALITY, LLC ("Lessor")
-	
Ву: _	President
Its: _	
	Kenny Koza

APPROVED:

Joseph A. Valentine, City Manager

(As to Form)

Kimbery Ochaherei

Mark Gerber Director of Finance

(As to Financial Obligation)

Kimberly Wicken heiser

Assistant Finance Director

EXHIBIT A To Lease Between MARYKO HOSPITALITY, LLC and THE CITY OF BIRMINGHAM

near Hazel-Birmingham



Legal Description

Land situated in the City of Birmingham, Count of Oakland, State of Michigan, described as follows:

Parcel Identification No.: 19-36-226-002

Township 2 North, Range 10 East, Part of Section 36, Assessor's Plat No. 3, Lots 2, 4, 5 & 6, except that part taken for Maple Road and Hunter Boulevard, also a southerly portion of Lot 7, approximately 6' wide from east to west and 77' long from north to south, located on the southwest corner of Lot 7, also that part of vacated High Street adjacent to same, as depicted in the attached diagram which shall be controlling.



MEMORANDUM

Office of the City Manager

DATE: April 9, 2018

TO: Joseph A. Valentine, City Manager

FROM: Tiffany J. Gunter, Assistant City Manager

SUBJECT: Free Parking Garage - Saturdays -During Old Woodward

Construction

The City is committed to creating the most user friendly environment possible during the Old Woodward reconstruction project that will span the next four months. As such, the Advisory Parking Committee at its meeting of April 4, 2018 made a recommendation that would allow for free parking in the garages on Saturdays. The intent is to increase the desirability of the downtown for shoppers and restaurant goers who might otherwise opt to avoid the area due to the reconstruction and demonstrate to our merchants that the City is sincere in its efforts to support local business.

In 2017, between the months of April and July, the total revenue collected for all parking garages on Saturdays was \$103,411. We anticipate that utilization will be down by approximately 15% due to the reconstruction. Therefore, the total impact to the Automobile Parking System (APS) resulting from offering free Saturdays would be approximately \$88,000. This amount is significantly less than 1% of the total revenue earned during the 2016-2017 Fiscal Year for the APS.

Our goal is to continue to identify and implement solutions that minimize frustration and increase user satisfaction with parking, especially during periods of major construction.

SUGGESTED RESOLUTION:

To approve the recommendation of the Advisory Parking Committee to implement a temporary free parking garage option on Saturdays during the period of reconstruction for Old Woodward.



NOTICE OF INTENTION TO APPOINT TO BOARD OF BUILDING TRADES APPEALS

At the regular meeting of Monday, May 14, 2018 the Birmingham City Commission intends to appoint to the Board of Building Trades Appeals two regular members to serve three-year terms to expire May 23, 2021, and one regular member to serve the remainder of a three-year term to expire May 23, 2019. Applicants shall be qualified by experience or training.

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, May 9, 2018. 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.

The Board of Building Trades Appeal hears and grants or denies requests for variances from strict application of the provisions of the Michigan Building, Residential, Mechanical and Plumbing Codes and the National Electrical Code. The board will decide on matters pertaining to specific code requirements related to the construction or materials to be used in the erection, alteration or repair of a building or structure.

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 qualified by experience or training. (such as architect, engineer, mechanical engineer, building contractor, electrical contractor, plumbing contractor, heating contractor, and refrigeration contractor)	5/9/18	5/14/18



NOTICE OF INTENTION TO APPOINT TO THE CITY OF BIRMINGHAM BROWNFIELD REDEVELOPMENT AUTHORITY

At the regular meeting of Monday, May 14, 2018 the Birmingham City Commission intends to appoint one regular member to the City of Birmingham Brownfield Redevelopment Authority to serve a three-year term to expire May 23, 2021.

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, May 9, 2018. 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.	5/9/18	5/14/18



NOTICE OF INTENTION TO APPOINT TO THE MULTI-MODAL TRANSPORTATION BOARD

At the regular meeting of Monday, May 14, 2018, the Birmingham City Commission intends to appoint one alternate member to the Multi-Modal Transportation Board to serve the remainder of a three-year term to expire October 27, 2019.

Interested citizens may submit an application available at the city clerk's office or online at www.bhamgov.org/boardopportunities. Applications must be submitted to the city clerk's office on or before noon on Wednesday, May 9, 2018. 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.

<u>In so far as possible</u>, the seven member committee shall be composed of the following: one pedestrian advocate member; one member with a mobility or vision impairment; one member with traffic-focused education and/or experience; one bicycle advocate member; one member with urban planning, architecture or design education and/or experience; and two members at large living in different geographical areas of the city. Applicants for these positions may or may not be electors or property owners in the City.

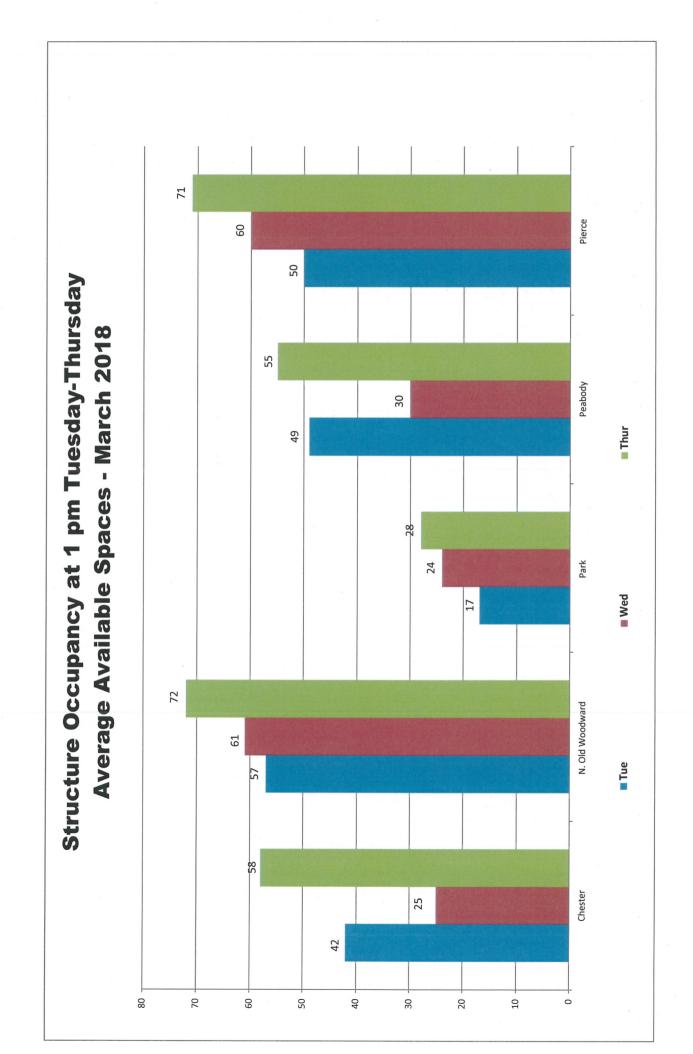
Duties of the Multi-modal Transportation Board

The purpose of the Multi-Modal Transportation Board shall be to assist in maintaining the safe and efficient movement of motorized and non-motorized vehicles and pedestrians on the streets and walkways of the city and to advise the city commission on the implementation of the Multi-Modal Transportation Plan, including reviewing project phasing and budgeting.

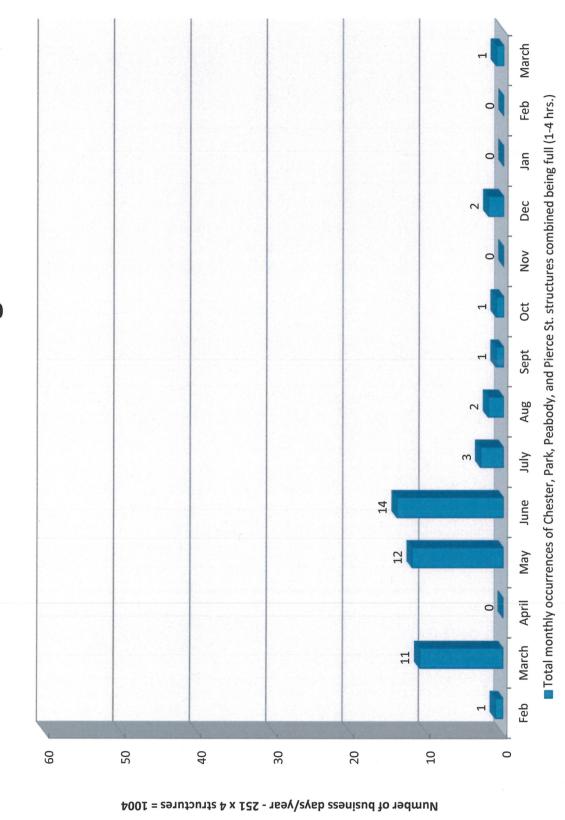
Criteria/Qualifications of Open Position	Date Applications Due (by noon)	Date of Interview
In so far as possible, members shall represent pedestrian advocacy, mobility or vision impairment, traffic-focused education and/or experience, bicycle advocacy, urban planning, architecture or design education and/or experience, or different geographical areas of Birmingham.	5/9/18	5/14/18
Members may or may not be electors (registered voter) or property owners of the City of Birmingham.		

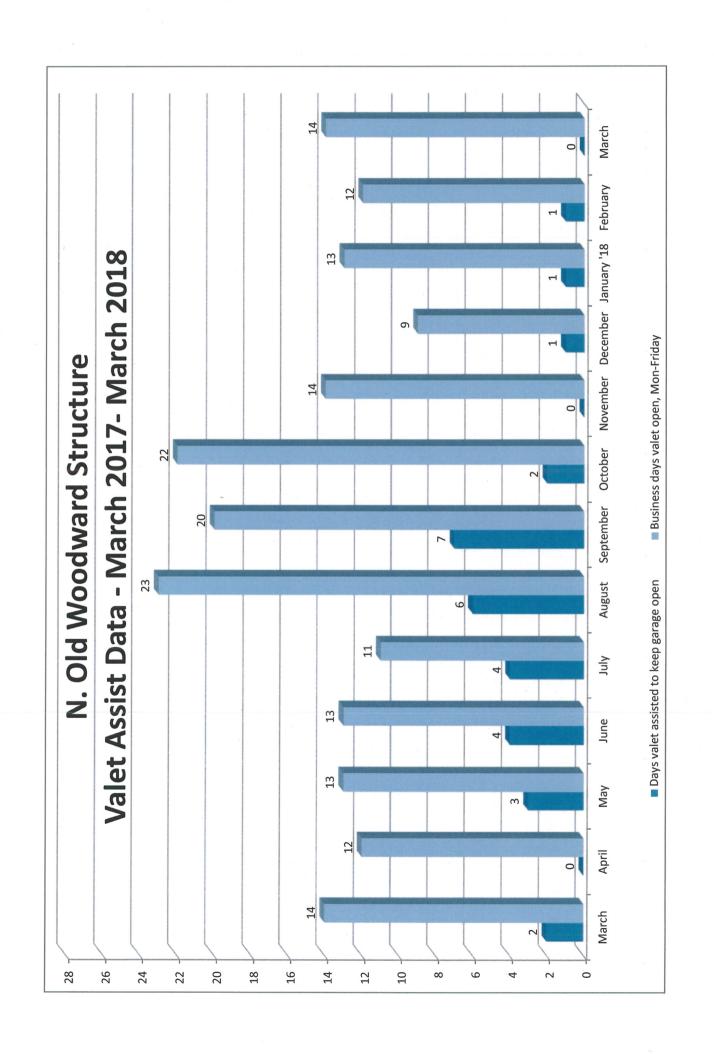
NOTE: All members of boards and commissions are subject to the provisions of City of Birmingham City Code Chapter 2, Article IX, Ethics and the filing of the Affidavit and Disclosure Statement.

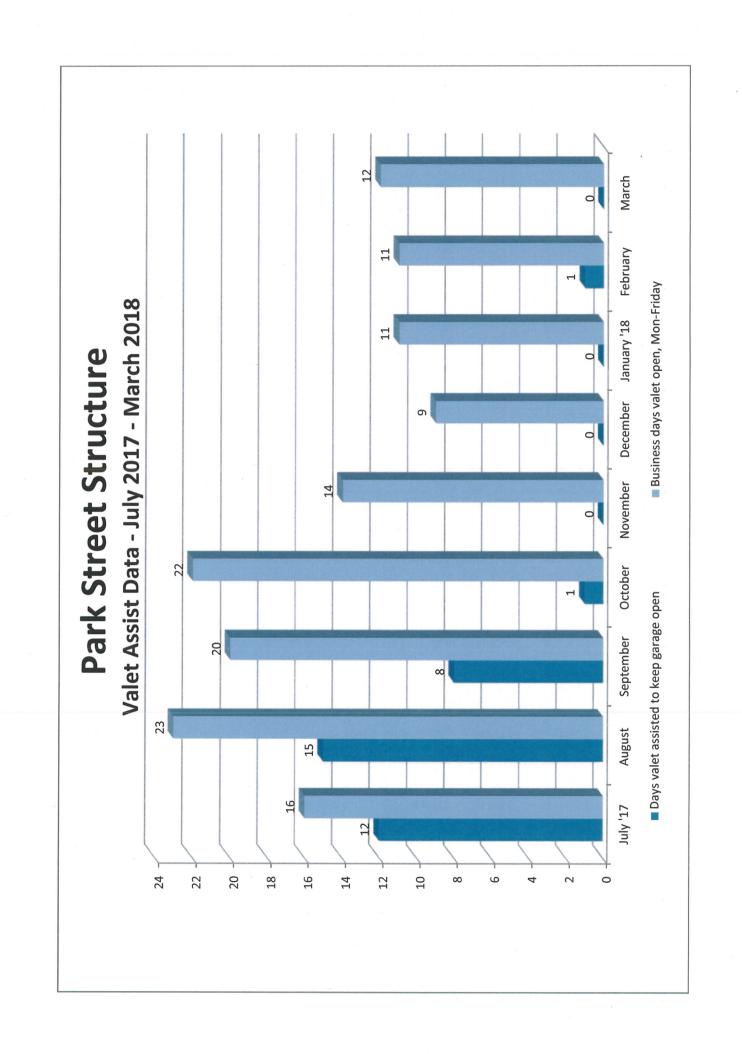
10 Parking Full Status by Structure March 2018 Business Days Only (M-Friday) ■ Total Occurrences by structure of being full 1-4 hrs Rooftop valet utilized Rooftop valet utilized 1 day 0 0 0 Park St. Peabody St. Pierce St. Chester N.Old Woodward



2017-18 Combined Parking Structure Full Status









March 29, 2018

Ms. Cherilynn Brown, Clerk City of Birmingham 151 Martin St. Birmingham, MI 48012-3001

RE: Important Information—Channel Lineup Changes

Dear Ms. Brown:

I am contacting you today regarding upcoming programing changes in Birmingham. The changes are as follows and are effective May 10, 2018. Customers are being notified of these changes via bill message.

- We will no longer carry the Cartoon Network, Disney Channel, and Food Network on the Digital Economy tier. These channels will be available on our Digital Starter service.
- We will no longer carry Disney Jr, Disney XD, ESPNU, ESPN News, NFL Network, Nick Jr, Nick Toons and Teen Nick will no longer be included in Xfinity Instant TV.

We know you may have questions about these changes. If I can be of any further assistance, please contact me at 734-254-1557.

Sincerely

Kyle W. Mazurek

Manager of External Affairs Comcast, Heartland Region

41112 Concept Drive Plymouth, MI 48170