

BIRMINGHAM CITY COMMISSION AGENDA
JUNE 3, 2019
MUNICIPAL BUILDING, 151 MARTIN
7:30 P.M.

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Patty Bordman, 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:

- Presentation of Citizens Academy graduates.
- Birmingham Movie Night kicks off the season with a showing of Disney's Zootopia in Booth Park on Friday, June 14th. Pre-show entertainment begins at 7:30 p.m., and the movie begins at dusk.
- June 7th is National Gun Violence Awareness Day. Wearing of orange on that day is encouraged to raise awareness of gun violence in this country.
- This year marks the 100th anniversary of Michigan's ratification of the National Suffrage Amendment, which, on August 26, 1920, became the 19th Amendment to the U.S. Constitution, guaranteeing women the right to vote.
- The City Commission extends its thanks to Jonathan DeWindt for his service on the Historic District Study Committee and wishes him well in his future endeavors.

Appointments:

- A. Interview for the Board of Building Trades Appeals
 - 1. Brad Klein
- B. Appointment to the Board of Building Trades Appeals
To appoint _____, as a regular member to the Board of Building Trades Appeals to serve a three-year term to expire May 23, 2022.
- C. Interviews for the Housing Board of Appeals
 - 1. Robert Taylor
 - 2. Wadette Bradford
- D. Appointments to the Housing Board of Appeals
To appoint _____, as a regular member to the Housing Board of Appeals to serve a three-year term to expire May 4, 2022.

To appoint _____, as a regular member to the Housing Board of Appeals to serve a three-year term to expire May 4, 2022.

To appoint _____, as a regular member to the Housing Board of Appeals to serve the remainder of a three-year term to expire May 4, 2020.

- E. Interview for the Historic District Study Committee
 - 1. Paul Beshouri
- F. Appointment to the Historic District Study Committee
To appoint _____, as a regular member to the Historic District Study Committee to serve a three-year term to expire June 25, 2022.
- G. Interview for the Board of Ethics
 - 1. James Robb
- H. Appointment to the Board of Ethics
To appoint _____, as a regular member to the Board of Ethics to serve a three-year term to expire June 30, 2022.
- I. Interview for Hearing Officer
 - 1. Alexander Stotland
- J. Appointment of Hearing Officer
To appoint _____ as the Hearing Officer to serve a three-year term to expire June 30, 2022.
- K. Interview for the Board of Zoning Appeals
 - 1. Richard Lilley
- L. Appointment to the Board of Zoning Appeals
To appoint _____ as a regular member to the Board of Zoning Appeals to serve the remainder of a three-year term to expire October 10, 2020.
- M. Interview for Parks and Recreation Board Alternate
 - 1. Pam Graham
- N. Appointment to the Parks and Recreation Board
To appoint _____ to the Parks and Recreation Board as an alternate member to serve the remainder of a three-year term to expire March 13, 2020.
- O. Interview for Museum Board
 - 1. Dan Haugen
- P. Appointment to the Museum Board
To appoint _____ to the Birmingham Museum Board to serve the remainder of a three-year term to expire July 5, 2020.
- Q. Administration of Oath of Office to Appointee

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 Regular City Commission meeting minutes of May 20, 2019.
- B. Resolution approving the warrant list, including Automated Clearing House payments, dated May 22, 2019 in the amount of \$726,352.19.

- C. Resolution approving the warrant list, including Automated Clearing House payments, dated May 29, 2019 in the amount of \$288,606.73.
- D. Resolution approving a special event permit as requested by Birmingham Seaholm Harriers for the Birmingham Seaholm Harriers 5K walk/run on Sunday, August 4, 2019 from 9:00 AM – 12:00 PM, with set-up and tear-down on August 4th, contingent upon compliance with all permit and insurance requirements and payment of all fees and, further pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event.
- E. Resolution approving a special event permit as requested by Oral Cancer Awareness for the Oral Cancer Awareness 5K walk/run on Sunday, August 4, 2019 from 9:00 AM – 12:00 PM, with set-up and tear-down on August 4th, 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.
- F. Resolution approving the service agreement with Cultural Council in the amount of \$4,200 for services described in Attachment A of the agreement for fiscal year 2019-2020, account number 101-299.000-811.0000, and further directing the Mayor and City Clerk to sign the agreement on behalf of the City.
- G. Resolution approving the service agreement with Next in the amount of \$107,944 for services described in Attachment A of the agreement for fiscal year 2019-2020, account number 101-299.000-811.0000, and further directing the Mayor and City Clerk to sign the agreement on behalf of the City.
- H. Resolution approving the outside agency service agreements for services described in Attachment A of the agreement for fiscal year 2019-20 with Birmingham Bloomfield Community Coalition in the amount of \$3,000, Birmingham Youth Assistance in the amount of \$18,000, Common Ground in the amount of \$1,500 and HAVEN in the amount of \$2,000 from account number 101-301.000-811.0000, further directing the Mayor and City Clerk to sign the agreements on behalf of the City.
- I. Resolution setting Monday, July 8, 2019 at 7:30 PM for a formal Public Hearing of Necessity related to the 2019 Cape Seal Program; further, setting Monday, July 22, 2019 at 7:30 PM for a formal Confirmation of the Special Assessment Roll related to the 2019 Cape Seal Program, contingent upon an affirmative determination of necessity.
- J. Resolution approving the change of the Greenwood Cemetery Advisory Board's reporting year from a calendar year to the City's fiscal year.
- K. Resolution approving the use of two parking spaces on the east side of Mansfield just north of 14 Mile Road to fulfill the parking requirements per Article 4, section 4.43 (G)(1) of the Zoning Ordinance for the property located on the NE corner of Mansfield and 14 Mile Road to be used for medical/dental office use, subject to the recommended repairs being completed as required by the Engineering Department.

V. UNFINISHED BUSINESS

VI. NEW BUSINESS

- A. Public Hearing to consider a Special Land Use Amendment and Liquor License ownership change for Toast – 203 Pierce.
 - 1. Resolution approving a Special Land Use Permit Amendment for 203 Pierce – Toast, to reflect an ownership change and change in the hours of operation.

AND

Resolution authorizing the Chief of Police to sign the MLCC Police Investigation Report (LC-1800) and to approve the liquor license request of Toast Birmingham, LLC that requests a transfer of interest in a Class C License to be issued under MCL 436.1521(A)(1)(B) and SDM License with Outdoor Service (1 Area) located at 203 Pierce, Birmingham, Oakland County, MI 48009. Furthermore, pursuant to Birmingham City Ordinance, authorizing the City Clerk to complete the Local Approval Notice at the request of Toast Birmingham, LLC approving the liquor license transfer request of Toast Birmingham, LLC that requested a Class C License be transferred under MCL 436.1521 (A)(1)(B) & SDM License with Outdoor Service (1 Area) located at 203 Pierce, Birmingham, Oakland County, MI 48009.

- B. Resolution to meet in closed session to discuss an attorney/client privilege communication in accordance with Section 8(h) of the Open Meetings Act.
(A roll call vote is required and the vote must be approved by a 2/3 majority of the commission. The commission will adjourn to closed session after all other business has been addressed in open session and reconvene to open session, after the closed session, for purposes of taking formal action resulting from the closed session and for purposes of adjourning the meeting.)

VII. REMOVED FROM CONSENT AGENDA

VIII. COMMUNICATIONS

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

X. REPORTS

- A. Commissioner Reports
 - 1. Notice of intent to appoint, on July 8, 2019, two regular members to the Museum Board for three-year terms to expire July 5, 2022.
 - 2. Notice of intent to appoint, on July 8, 2019, two regular members to the Greenwood Cemetery Advisory Board for three-year terms to expire July 6, 2022.
 - 3. Notice of intent to appoint, on July 8, 2019, one regular member to the Historic District Study Committee to serve the remainder of a three-year term to expire June 25, 2022.
- B. Commissioner Comments
- C. Advisory Boards, Committees, Commissions' Reports and Agendas
- D. Legislation
- E. City Staff

XI. ADJOURN

PLEASE NOTE: Due to building security, public entrance during non-business hours is through the Police Department – Pierce St. entrance only.

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

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



Cherilynn Mynsberge <cmynsberge@bhamgov.org>

Historic District Study Committee

Jonathan DeWindt <jmdewindt@gmail.com>

Wed, May 29, 2019 at 9:29 AM

To: Cherilynn Mynsberge <cmynsberge@bhamgov.org>

Cherilynn,

I appreciate you touching base.

I've enjoyed my time on the HDSC and the group has been wonderful. However, with the nature of the committee's role, we've been inactive. Therefore, my plan it to not ask to be reappointed and search out another opportunity within other committees with openings.

Thanks for your understanding.

Best Regards,

Jonathan DeWindt

[Quoted text hidden]

3. ANNOUNCEMENTS



NOTICE OF INTENTION TO APPOINT TO BOARD OF BUILDING TRADES APPEAL

At the regular meeting of Monday, May 6, 2019 the Birmingham City Commission intends to appoint to the Board of Building Trades Appeals one regular member to serve a three-year term to expire May 23, 2022. Applicants shall be qualified by experience or training in fields such as architecture, engineering, mechanical engineering, building, electrical plumbing, heating or refrigeration.

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 1, 2019. 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.

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

Applicant(s) Presented For City Commission Consideration:

Applicant Name	Criteria/Qualifications
	Applicants shall be qualified by experience or training.
Bradley Klein	Electrician

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

SUGGESTED ACTION:

To appoint _____ to the Board of Building Trades Appeals as a regular member to serve a three-year term to expire May 23, 2022.



BOARD OF BUILDING TRADES APPEALS

Chapter 22, Article II, 1972 PA 230, MCL 125.1514

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).

Term: Three years – 6 members

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.

Last Name	First Name	Home Business	E-Mail	Appointed	Term Expires
Force	David		(248) 420-9968	12/11/2006	5/23/2021
557 Henrietta St.				Building Contractor	
Birmingham	48009		<i>force0621@ameritech.net</i>		
Klein	Bradley		(248) 863-6302	6/4/2018	5/23/2019
5063 Parkside Drive				Electrician	
West Bloomfield	48323		<i>bklein@kleinelectric.net</i>		
Mando	Dennis		(248) 767-0515	1/30/2006	5/23/2020
5310 Heron Cove			(248) 669-4338	Heating Contractor	
Beaverton	48612		<i>denny@dennysonline.com</i>		
Stahelin	Benjamin		(248) 210-7764	2/22/2016	5/23/2020
1832 East Lincoln					
Birmingham	48009		<i>stahelinbenjamin@gmail.com</i>		
White	Ronald		(248) 543-5532	7/15/1991	5/23/2021
1825 Bellaire				Electrical Contractor	
Royal Oak	48067		<i>offices@rdwhiteco.com</i>		



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

APPLICATION FOR CITY BOARD OR COMMITTEE

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

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

(Please print clearly)

Board/Committee of Interest Construction Review Board (Board of Building Trades Appeal)

Specific Category/Vacancy on Board _____

Name Bradley H. Klein

Phone (248) 863-6302 (Mobile)

Residential Address 5063 Parkside Drive

Email bklein@kleinelectric.net

Residential City, Zip West Bloomfield, MI 48323

Length of Residence 8 years

Business Address 2044 Winner St.

Occupation Electrician

Business City, Zip Commerce, MI 48390

Reason for Interest: Explain how your background and skills will enhance the board to which you have applied _____
A position on the board became available last year and a colleague of mine suggested that I apply because of my interest in the application of codes.

List your related employment experience Familiar with the installation of electrical in both the residential and commercial applications; also provide consulting services for repairs in the insurance restoration business:


List your related community activities Current member of this board/position.

List your related educational experience Bachelor of Science, Psychology from The University of Michigan, Ann Arbor campus, State of Michigan Master Electrician, State of Michigan Electrical Contractor.

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? Myself

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


Signature of Applicant

3A1

April 22, 2019
Date



NOTICE OF INTENTION TO APPOINT TO THE HOUSING BOARD OF APPEALS

At the meeting of Monday, May 6, 2019, 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, 2022 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, May 1, 2019. These documents will appear in the public agenda for the regular meeting at which time the City Commission will discuss recommendations, and may make nominations and vote on appointments.

Applicant(s) Presented for City Commission Consideration:

Applicant Name	Criteria/Qualifications
	Applicants shall be educated or experienced in building construction administration, social services, real estate or other responsible positions.
Robert Taylor	Realtor
Wadette Bradford	Automotive Dealership Professional

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.

Attendance records are not included. The last official meeting for the HBA was April 3, 2007. The State of Michigan Construction Code Act requires the City to have an appeals board in place to hear appeals of decisions pertaining to the building and property maintenance codes. The HBA is in place to hear appeals from the property maintenance codes. The City has not had an appeal of one of its decisions since 2007.

SUGGESTED ACTION:

To appoint _____ as a regular member to the Housing Board of Appeals to serve a three-year term to expire May 4, 2022.

To appoint _____ as a regular member to the Housing Board of Appeals to serve a three-year term to expire May 4, 2022.

To appoint _____ as a regular member to the Housing Board of Appeals to serve the remainder of a three-year term to expire May 4, 2020.



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	First Name	Home Business	Appointed	Term Expires
Home Address		E-Mail		
Frink	David	(248) 766-2069	9/10/2001	5/4/2020
5277 Coulter Lake Trail			home builder	
Clarkston	48348	<i>davidlfrink@aol.com</i>		
McLogan	Chris	(248) 321-5883	11/23/2015	5/4/2020
612 N. Glenhurst Dr			real estate	
Birmingham	48009	<i>chrismclogan@gmail.com</i>		
Peterson	Kenneth	(586) 615-0452	4/16/2007	5/4/2021
34 Adelaide			home builder	
Detroit	48201	<i>kenpeterson123@gmail.com</i>		
Taylor	Robert	248-892-3316	5/10/2010	5/4/2019
3693 W Bradford			real estate	
Bloomfield Hills	48301	<i>Bob@BobTaylor.com</i>		
VACANT				5/4/2020

Last Name Home Address	First Name	Home Business E-Mail	Appointed	Term Expires
VACANT	A.Jerome resigned			5/4/2019
Vincenti 938 Lakeside Birmingham	Philip 48009	(248) 722-4747 <i>pvincenti@tcwall.com</i>	4/9/2018 building/contractor	5/4/2021



RECEIVED BY

APR 26 2019

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

APPLICATION FOR CITY BOARD OR COMMITTEE

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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 of AppealsSpecific Category/Vacancy on Board ContractorName Robert E. Taylor, Jr.Phone 248-892-3316Residential Address 3693 W. Bradford Dr.Email Bch@RobTaylor.comResidential City, Zip Bloomfield Hills, MI 48301Length of Residence 30 yearsBusiness Address 710 Notre DameOccupation CEOBusiness City, Zip Grosse Pointe, MI 48230

Reason for Interest: Explain how your background and skills will enhance the board to which you have applied An Active REACTOR FOR 40 YEARS, THE MAJORITY OF WHICH WAS IN Birmingham, I am very familiar with the Board of Appeals process

List your related employment experience REACTOR WEIR, MARSH, Snyder; Ranker, (now Colquhoun) Baker & Co. MARSH 1995-2014

List your related community activities Chair Assessor's Board of Review (2007-2019), Chair Zoning Board of Appeals (2008-2019, Chair 2015-2017)

List your related educational experience Numerous planning and governmental oversight classes and programs

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

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

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

Signature of Applicant [Signature]

Date 04/25/19

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



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

APPLICATION FOR CITY BOARD OR COMMITTEE

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

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(Please print clearly)

Board/Committee of Interest HOUSING BOARD OF APPEALS

Specific Category/Vacancy on Board REGULAR MEMBER

Name WADETT BRADFORD

Phone (256) 509-7193

Residential Address 2586 DORCHESTER RD

Email WADETTBRADFORD@YAHOO.COM

Residential City, Zip BIRMINGHAM, MI 48009

Length of Residence 8 MONTHS

Business Address 1000 CHRYSLER DRIVE
CMS 485-03-11

Occupation DEALER NETWORK DIVERSITY
INVESTMENTS MANAGER

Business City, Zip AUBURN HILLS, MI 48326

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

List your related employment experience SUPPORTING ZULUX REALTY OF ATLANTA
GEORGIA IN CONTRACTING, RENOVATION, SALES / RENTAL IS A
SKILLSET THAT WILL BE HELPFUL AS A HOUSING BOARD OF

List your related community activities APPEALS MEMBER.

AS A MEMBER OF THE YOUNG PROFESSIONALS BOARD OF BRAVO
ATLANTA SYMPHONY ORCHESTRA I SUPPORTED OUR DECORATORS

List your related educational experience SHOWHOUSE WORKING WITH BUILDERS & DESIGNERS
AS WELL AS THE GENERAL PUBLIC.

MY MASTERS DEGREE IN PUBLIC AFFAIRS IS RELATED EDUCATIONAL EXPERIENCE

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

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

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

Signature of Applicant

05/14/2010.

Date

Dear Sir or Madam:

I would like to apply for the position of Board Member with the Birmingham Housing Board of Appeals. I am very much aligned with the goals and focus of the Board and I would like to use the skills gained in my time as an automotive executive to help further the efforts.

I have been a Board Member for the Junior Leagues of Georgia State Public Affairs Committee where I served as Chairperson. Under my leadership we were recognized at the United Nations in New York for our legislative efforts which contributed to Georgia's Human Trafficking bill among many other government issues related to the welfare of women and children in need. I have experience in chairing meetings and strategic solutions. My educational background having a master's degree in Public Affairs (Political Science) from the University of Alabama Huntsville has served me well in addition to my undergraduate degree from Alabama A&M University in food science in technology having a minor in business. Currently, I am pursuing a certificate in Diversity and Inclusion from the Yale University School of Management.

Law, governance, policies, procedures and standards pertaining to the ethical conduct are some of my key strengths. I get along well with others and thrive on finding resolutions to problems. I am confident that these qualities together with my commitment to work will be an asset to The Birmingham Housing Board of Appeals.

Some of my personal achievements in my professional capacity I can bring to The Birmingham Board of Appeals are as follows:

- *Represent the organization and serve as a spokesperson.*
- *Take an active role on the board.*
- *Offer a broad knowledge of programs, policies and implementation strategies.*
- *2017 Rising Star Award Winner presented by Cox Automotive & NAMAD*

My enclosed resume will provide you with more details regarding my qualifications and experience. I know that I can bring much benefit with my experience, educational qualifications and skills and I look forward to putting these towards a good cause. Please contact me by phone or email so that we may set up a face to face meeting. I look forward to hearing from you and thank you for your time.

Sincerely,

Wadette Bradford

W. BRADFORD

PHONE: (256)509-7193

EMAIL:WADETTEBRADFORD@YAHOO.COM

PROFESSIONAL SYNOPSIS AND EDUCATION

I am a dynamic, competitive automotive management professional with more than 15 years of experience in retail automotive, marketing and policy implementation. Possessing strong communication, innovative skills through proven management experience makes me a strong cornerstone to teams desiring cognitive diversity.

EDUCATION

The University of Alabama, Master's Degree

Alabama Agricultural & Mechanical University, Bachelor's Degree

INDUSTRY AWARDS AND RECOGNITION

National Automobile Dealers Association Dealer Candidate Academy Graduate -Class DCA 167 McLean, VA

Cox Automotive & National Association of Minority Auto Dealers (NAMAD) Rising Star Award 2017

Breakthrough Leader of the Year Award Women Automotive 2017

PROFESSIONAL EXPERIENCE

Fiat Chrysler Automobiles (FCA)- Auburn Hills, MI

Dealer Network Diversity & Investments Manager 2018-Current

Martin Kia – Bowling Green, KY

General Manager 2016-2018

Coached, trained, motivated and developed a team of associates to consistently achieve Kia Sales Objective. Increased service, parts and body shop gross by 35% month over month. Reduced water, day supply and implemented process to control aging inventory leading to 126% sales effectiveness and increased CSI

Mercedes Benz of Marietta – Marietta, GA

Assistant Service Manager 2015-2016

Maintain proper communications between staff and customers. Train new hires, manage technician and guest expectations while constantly working to exceed profitability and CSI expectations and leading effective labor rate

BMW of South Atlanta – Atlanta, GA

Fixed Operations Assistant Manager

2013-2015

Assisted the director with all daily operations and incorporated practices leading to improved guest experiences. Managed the administrative components of the department ensuring customer accounts, scheduling, warranty repair work, inventory and timekeeping were done per company guidelines. District leader for CSI averaging more than 3 hours per R.O, consistently ranking #1 or #2 in production for monthly sales. Received the BMW Customer First Award, Quarter I 2015 (a dealership first time recognition).

Nalley Honda – Atlanta, GA

Finance Manager

2012-2013

Coached, trained, motivated and developed a team of associates to incorporate 100% F&I T.O. Consistently maintained the highest CSI, top 5% ; Selected sub-prime inventory with pre-owned manager to maximize profitability. Ensured contracts were funded promptly, 72 hours averaged \$1,400 PVR.

Legacy Hyundai of McDonough – McDonough, GA

General Sales Manager

2010-2012

Improved volume position by 30% in area ranking. Conducted regular performance reviews with management and sales staff to assess needs and improve overall operational fitness. Increased market share by 20% and sales by 200% through incorporating process follow through. Awarded sponsorship to attend NADA Dealer Candidate & General Manager training program.

Lexus of Huntsville – Huntsville, AL

General Sales Manager

2006 – 2009

Hired, recruited and trained sales staff as new and pre-owned sales and finance manager leading to increased market share. Increased new and pre-owned volume sales target by 300% and finance performance by 150%

Madison Square Jeep Chrysler – Huntsville, AL

Sales Associate

2004 – 2006

Demonstrated product features and assessed client needs, consistently resulting in top 5% of sales staff. Developed a positive working relationship with customers, coworkers and supervisors to maintain 98% customer satisfaction index.

AFFILIATIONS

National Automobile Dealers Association (NADA) Next Gen Leadership Club

National Association of Minority Auto Dealers (NAMAD) Next Gen

American International Auto Dealers Association Rising Dealers Network



NOTICE OF INTENTION TO APPOINT TO HISTORIC DISTRICT STUDY COMMITTEE

At the regular meeting of Monday, June 3, 2019, the Birmingham City Commission intends to appoint three regular members to the Historic District Study Committee to serve three-year terms to expire June 25, 2022, and one regular member to serve the remainder of three-year terms to expire June 25, 2020.

The goal of the Historic District Study Committee is to conduct historical research regarding the proposed designation of historic landmarks or districts in the City of Birmingham.

A majority of the members shall have a clearly demonstrated interest in or knowledge of historic preservation, although city residency is not required if an expert on the potential historic district topic is not available among city residents. The committee shall include representation of at least one member appointed from one or more duly organized local historic preservation organizations. The meetings are held by resolution of the City Commission.

Interested parties may submit an application available at the City Clerk's Office on or before noon on Wednesday, May 29, 2019. Applications will appear in the public agenda at which time the commission will discuss recommendations, and may make nominations and vote on appointments.

Applicant(s) Presented For City Commission Consideration:

Applicant Name	Criteria/Qualifications
	Shall have a clearly demonstrated interest in or knowledge of historic preservation.
Paul Beshouri	Real estate management; current member of HDSC

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 _____, as a regular member to the Historic District Study Committee to serve a three-year term to expire June 25, 2022.



HISTORIC DISTRICT STUDY COMMITTEE

Goal: To conduct historical research regarding the proposed designation of historic landmarks or districts in the City of Birmingham.

The committee shall consist of seven members in addition to a city appointed liaison. A majority of the members shall have a clearly demonstrated interest in or knowledge of historic preservation, although city residency is not required if an expert on the potential historic district topic is not available among city residents. The committee shall include representation of at least one member appointed from one or more duly organized local historic preservation organizations.

Terms: three years

Meetings are held by resolution of the City Commission.

Last Name	First Name	Home Business E-Mail	Appointed	Term Expires
Beshouri	Paul	(248) 895-4576	12/12/2016	6/25/2019
1740 Grant		<i>beshouri24@gmail.com</i>		
DeWindt	Jonathan	(248) 227-1690	6/12/2017	6/25/2019
1979 Fairway		<i>jmdewindt@gmail.com</i>	not seeking reappointment	
German	Jacob	(734) 934-9051	1/14/2019	6/25/2021
475 S. Adams #18		<i>jake@dunaskiss.biz</i>		
McGough	Colleen	(248) 808-4410	1/14/2019	6/25/2021
543 Watkins		<i>mcgough88@comcast.net</i>		

Last Name	First Name	Home Business E-Mail	Appointed	Term Expires
VACANT				6/25/2019
VACANT				6/25/2020
Xenos 608 W. Lincoln	Michael	(248) 496-8983 <i>mxenos@comcast.net</i>	2/22/2016 Nat'l Trust for Historic Preservation	6/25/2020

CITY BOARD/COMMITTEE ATTENDANCE RECORD

Name of Board: Historic District Study Committee

Year: 2017

Members Required for Quorum: 4

MEMBER NAME	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	Total Mtgs. Att.	Total Absent	Percent Attended Available
REGULAR MEMBERS															
Paul Beshouri	P	P		NM	NM	NM	NM	P	NM	A		P	4	1	80%
Gigi Debbrecht	P	P		NM	NM	NM	NM	P	NM	P		P	5	0	100%
Patricia Lang	P	P		NM	NM	NM	NM	P	NM	P		P	5	0	100%
Gretchen Maricak	A	A		NM	NA	NA	NA	NA	NA	NA	NA	NA	0	2	0%
Michael Xenos	P	P		NM	NM	NM	NM	P	NM	P		P	5	0	100%
Jonathan DeWindt	NA	NA	NA	NA	NA	NA	NA	P	NM	P		P	3	0	100%
Member 7													0	0	#DIV/0!
Reserved															
Reserved															
ALTERNATES															
Member 1															
Member 2															
Reserved													0	0	#DIV/0!
Reserved													0	0	#DIV/0!
Present or Available	4	4	0	0	0	0	0	5	0	4	0	5			

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

Name of Board: Historic District Study Committee

Year: 2018

Members Required for Quorum: 4

MEMBER NAME	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	Total Mtgs. Att.	Total Absent	Percent Attended Available
REGULAR MEMBERS															
Paul Beshouri	NM	NM	NM	NM	NM	NM	P						1	0	100%
Gigi Debbrecht	NM	NM	NM	NM	NM	NM	P						1	0	100%
Jonathan DeWindt	NM	NM	NM	NM	NM	NM	A						0	1	0%
Patricia Lang	NM	NM	NM	NM	NM	NM	P						1	0	100%
Michael Xenos	NM	NM	NM	NM	NM	NM	P						1	0	100%
Member 6	NM	NM	NM	NM	NM	NM									
Member 7	NM	NM	NM	NM	NM	NM							0	0	#DIV/0!
Reserved															
Reserved															
ALTERNATES															
Member 1															
Member 2															
Reserved													0	0	#DIV/0!
Reserved													0	0	#DIV/0!
Present or Available	0	0	0	0	0	0	4	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



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

APPLICATION FOR CITY BOARD OR COMMITTEE

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

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

(Please print clearly)

Board/Committee of Interest Historic District Study Committee

Specific Category/Vacancy on Board N/A

Name Paul Beshouri

Phone 248.895.4576

Residential Address 1740 Grant St.

Email Beshouri24@gmail.com

Residential City, Zip Birmingham, MI 48009

Length of Residence 6 years

Business Address N/A

Occupation Portfolio Assistant - Newmark Knight Frank

Business City, Zip N/A

Reason for Interest: Explain how your background and skills will enhance the board to which you have applied During my first term on the HDSC, my background in local government, real estate and historical research helped the board make thoughtful, well-informed decisions.

List your related employment experience Portfolio Assistant (Real Estate Management) - Newmark Knight Frank (2018-Present); Realtor - Real Estate One (2016 - 2018); Real Estate Reporter - Vox Media (2012-2015)

List your related community activities Birmingham HDSC (term expires 6/25/19); MDOT I-375 Local Advisory Committee (2017-Present)

List your related educational experience Licensed Real Estate Salesperson (2016-Present); Birmingham Citizens Academy (2016);

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.

Paul Beshouri
Signature of Applicant

5/29/19
Date

3E1



NOTICE OF INTENTION TO APPOINT TO THE BOARD OF ETHICS

At the regular meeting of Monday, June 3, 2019, the Birmingham City Commission intends to appoint one regular member to the Board of Ethics to serve a three-year term to expire June 30, 2022.

Board members are to serve as an advisory body for the purposes of interpreting the Code of Ethics. The board consists of three members who serve without compensation. The members shall be residents and have legal, administrative or other desirable qualifications.

Interested citizens may submit an application available at the City Clerk's office or online at www.bhamgov.org/boardopportunities. Applications must be submitted to the City Clerk's office on or before noon on Wednesday, May 29, 2019. These documents will appear in the public agenda for the regular meeting at which time the City Commission will discuss recommendations, and may make nominations and vote on appointments.

Applicant(s) Presented For City Commission Consideration:

Applicant Name	Criteria/Qualifications
	Applicants shall be residents and have legal, administrative or other desirable qualifications.
James Robb 1533 Pleasant Court	Associate Dean and General Counsel, WMU-Cooley Law School

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 _____ as a regular member to the Board of Ethics to serve a three-year term to expire June 30, 2022.



BOARD OF ETHICS

Ordinance 1805 (Birmingham Code of Ordinances Sec. 2-320 through 2-326)

The board shall serve as an advisory body for purposes of interpreting the Code of Ethics.

The board consists of three members who serve without compensation. The members shall be residents and have legal, administrative, or other desirable qualifications.

Last Name	First Name	Home Business	Appointed	Term Expires
Home Address	E-Mail			
Fierro-Share 1040 Gordon Lane	Sophie <i>Sfierro-share1@comcast.net</i>	(248) 642-7340	7/14/2003	6/30/2020
Robb 1533 Pleasant Ct	James <i>robbJ@cooley.edu</i>	(248) 647-2632	8/11/2003	6/30/2019
Schrot 1878 Fairway	John <i>jschrot@berrymoorman.com</i>	(248) 646-6513	7/14/2003	6/30/2021

CITY BOARD/COMMITTEE ATTENDANCE RECORD

Name of Board: Board of Ethics Year: 2017

Members Required for Quorum: 2

MEMBER NAME	2/6	7/17					Total Mtgs. Att.	Total Absent	Percent Attended Available
REGULAR MEMBERS									
Sophie Fierro-Share	A	A					0	2	0%
James Robb	P	P					2	0	100%
John Schrot	P	P					2	0	100%
Reserved									
Reserved									
Present or Available	2	2	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

Name of Board: Board of Ethics **Year:** 2018

Members Required for Quorum: 2

	6/19	10/2	10/11				Total Mtgs. Att.	Total Absent	Percent Attended Available
MEMBER NAME									
REGULAR MEMBERS									
Sophie Fierro-Share	P	P	P				3	0	100%
James Robb	P	P	P				3	0	100%
John Schrot	P	P	P				3	0	100%
Reserved									
Reserved									
Present or Available	3	3	3	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

Name of Board: Board of Ethics Year: 2019

Members Required for Quorum: 2

MEMBER NAME	1/23						Total Mtgs. Att.	Total Absent	Percent Attended Available
REGULAR MEMBERS									
Sophie Fierro-Share	P						1	0	100%
James Robb	P						1	0	100%
John Schrot	P						1	0	100%
Reserved									
Reserved									
Present or Available	3	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



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

APPLICATION FOR CITY BOARD OR COMMITTEE

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

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

(Please print clearly)

Board/Committee of Interest Board of Ethics

Specific Category/Vacancy on Board _____

Name James D. Robb

Phone (248) 647-2632

Residential Address 1533 Pleasant Court

Email robbj@cooley.edu

Residential City, Zip Birmingham 48009

Length of Residence 40+ years

Business Address WMU-Cooley Law School

Occupation Assoc. Dean & Gen. Counsel

Business City, Zip Lansing, MI 48933

Reason for Interest: Explain how your background and skills will enhance the board to which you have applied _____
I seek to continue my work as a founding member of this board to help the city meet its goal of educating employees, volunteers, and contractors about their ethical obligations under the ethics ordinance.

List your related employment experience WMU-Cooley Law School, Assoc Dean & Gen. Counsel, 2002-present;
Wayne State University Law School, Asst. Dean, 1994-2002;
Miller, Canfield, Paddock and Stone, Assoc. & Partner, 1983-1994.

List your related community activities City of Birmingham Board of Ethics, 2003-present.
City of Birmingham Board of Election Canvassers, 1987-2003.
Holy Name Parish Choir.

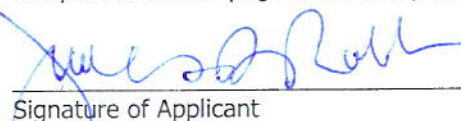
List your related educational experience J.D., cum laude, Wayne State University Law School, 1983
B.A., University of Michigan, Ann Arbor, 1978

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

No.

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

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


Signature of Applicant

May 23, 2019
Date

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

3G1

Updated 01/11/17



NOTICE OF INTENTION TO APPOINT HEARING OFFICER

At the regular meeting of Monday, June 3, 2019, the Birmingham City Commission intends to appoint the hearing officer to serve a three-year term to expire June 30, 2022. The Hearing Officer shall be responsible for hearing disputes to a fee or bill that a property owner or resident of the city shall receive pursuant to the fee collection ordinances (section 1-17).

The hearing officer and alternate shall be residents of the City of Birmingham who have legal, administrative or other desirable qualifications that will aid him or her in the performance of the duties in accordance with provisions of the applicable code. The hearing officer and the alternate hearing office shall serve without compensation.

The hearing officer or alternate shall schedule periodic meetings for hearings as needed.

Interested citizens may submit an application available at the City Clerk's office on or before noon on Wednesday, May 29, 2019. 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 appointment.

Applicant(s) Presented For City Commission Consideration:

Applicant Name	Criteria/Qualifications
	Applicants shall be residents of the City who have legal, administrative or other desirable qualifications that will aid him or her in the performance of the duties of the hearing officer.
Alexander Stotland 698 Hanna St.	Attorney with experience in real estate litigation

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 _____ as the Hearing Officer to serve a three-year term to expire June 30, 2022.



HEARING OFFICER

Ordinance #2178, Adopted March 28, 2016

Term: 3 years

Appointed by the city commission

Qualifications: The hearing officer and alternate shall be residents of Birmingham who have legal, administrative, or other desirable qualifications that will aid him/her in the performance of their duties. The hearing officer and alternate shall serve without compensation and shall not be elected officials or persons appointed to elective office.

Duties: The hearing officer shall be responsible for hearing disputes to a fee or bill that a property owner or resident of the city shall receive pursuant to any of the fee collection ordinances of the code of the City of Birmingham that specifically relate to: returned check fees by real property owners (section 1-15), the removal of debris from a private property upon a public street, alley, sidewalk, or other public place or right-of-way (section 50-27), false alarms (section 74-31), snow removal (section 98-68), sidewalk repair fees (section 98-62), cross connection inspections (section 114-5), and weed cutting (section 118-68). The alternate hearing officer shall be responsible for hearing disputes in the absence of the hearing officer.

Last Name	First Name	Home Business	Appointed	Term Expires
Home Address		E-Mail		
VACANT				6/30/2021
			alternate	
Stotland	Alexander	(248) 636-1645	7/25/2016	6/30/2019
698 Hanna		astotland@hertzschram.com		

CITY BOARD/COMMITTEE ATTENDANCE RECORD

Name of Board: Hearing Officer

Year: 2016 - 2019

Members Required for Quorum: 1

MEMBER NAME	OCT 19 2016	JAN 25 2017	JUN 2018									Total Mtgs. Att.	Total Absent	Percent Attended Available
REGULAR MEMBERS														
Alexander Stotland	P	P	P									3	0	100%
Reserved														
ALTERNATES														
vacant														
Reserved												0	0	#DIV/0!
Present or Available	1	1	1	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



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

APPLICATION FOR CITY BOARD OR COMMITTEE

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

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

(Please print clearly)

Board/Committee of Interest Hearing Officer

Specific Category/Vacancy on Board Hearing Officer

Name Alexander Stotland

Phone (248) 636-1545

Residential Address 698 Hanna St

Email astotland@hertzschram.com

Residential City, Zip Birmingham, 48009

Length of Residence 7 yrs on Hanna St; 14 yrs in Birmingham

Business Address 1760 S. Telegraph Road, Suite 300

Occupation Attorney

Business City, Zip Bloomfield Hills, 48302

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

List your related employment experience See attached

List your related community activities _____

List your related educational experience Hofstra University School of Law, JD 1998; Hofstra University School of Business, BBA 1994; Brooklyn Technical High School, Architecture 1990

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

No

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

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

Signature of Applicant _____

May 23, 2019

Date

APPLICATION FOR CITY BOARD OR COMMITTEE

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

I am the current serving Birmingham Hearing Officer and have served since 2016. I have practiced as an attorney since 1998, and have extensive experience in business, banking and real estate litigation, among other areas. I have participated in dozens of trials, arbitrations and administrative hearings, and would be comfortable interpreting and ruling on applicable law, code, regulation and factual arguments. I have lived in Birmingham since 2005. As a homeowner, avid jogger and dog owner (and walker), I am familiar, interested, and concerned about the condition of Birmingham's sidewalks and properties.

List your related employment experience.

Birmingham Hearing Officer; 2016-present

Hertz Schram PC, Bloomfield Hills, MI; 2011-present (Partner)

Maddin Hauser Wartell Roth & Heller PC, Southfield, MI; 2005-2011 (Senior Associate)

Rand Rosenzweig Smith Radley Gordon & Burnstein, LLP, New York, NY; 2000-2005 (Associate)



NOTICE OF INTENTION TO APPOINT TO BOARD OF ZONING APPEALS

At the regular meeting of Monday, June 3, 2019 the Birmingham City Commission intends to appoint one regular member to the Board of Zoning Appeals to serve the remainder of a three-year term to expire October 10, 2020.

Interested parties may recommend others or themselves for these positions by submitting a form available from the City Clerk's office. Applications must be submitted to the City Clerk's office on or before noon on Wednesday, May 29, 2019. Applications will appear in the public agenda at which time the City Commission will discuss recommendations, and may make nominations and vote on appointments.

Duties of Board

The Board of Zoning Appeals acts on questions arising from the administration of the zoning ordinance, including the interpretation of the zoning map. The Board hears and decides appeals from and reviews any order, requirement, decision or determination made by the Building Official.

Applicant Name	Criteria/Qualifications
	Applicants shall be property owners of record and registered voters.
Richard Lilley 648 Cherry Ct.	Registered voter

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 _____ as a regular member to the Board of Zoning Appeals to serve the remainder of a three-year term to expire October 10, 2020.



BOARD OF ZONING APPEALS

Chapter 126 – Section 126-671 – Seven Members – Three Year Terms
Requirements – Property owners of record and registered voter

The Board of Zoning Appeals acts on questions arising from the administration of the zoning ordinance, including the interpretation of the zoning map. The board hears and decides appeals from and reviews any order, requirement, decision or determination made by the building official.

Last Name Home Address	First Name	Home Business E-Mail	Appointed	Term Expires
Canvasser 369 Kimberly	Jason	(248) 231-9972 <i>jcanvasser@clarkhill.com</i>	7/9/2018 Regular member	10/10/2020
Hart 2051 Villa	Kevin	(248) 4967363 <i>khartassociates@aol.com</i>	2/27/2012 (served as an alternate 2/27/12 - 10/13/14)	10/10/2020
Lilley 648 Cherry Ct.	Richard	248-594-6737 <i>dicklilley@icloud.com</i>	9/6/2018 Alternate	2/17/2020
Lillie 496 S. Glenhurst	Charles	(248) 642-6881 <i>lilliecc@sbcglobal.net</i>	1/9/1984 Attorney	10/10/2019
Miller 544 Brookside	John	(248) 703-9384 <i>feymiller@comcast.net</i>	1/23/2012 (Served as alternate 01/11/10- 01/23/12)	10/10/2021
Morganroth 631 Ann	Erik	(248) 762-9822 <i>emorganroth@comcast.net</i>	10/12/2015	10/10/2021

Last Name Home Address	First Name	Home Business E-Mail	Appointed	Term Expires
Reddy 763 Wallace	Ron	313-820-7491 <i>ron.reddy01@gmail.com</i>	2/11/2019 Alternate	2/17/2020
Rodriguez 333 Pilgrim	Francis	248-631-7933 <i>francis@korolaw.com</i>	12/10/2018 Attorney	10/10/2019
VACANT R. Judd				10/10/2020

CITY BOARD/COMMITTEE ATTENDANCE RECORD

Name of Board: **BOARD OF ZONING APPEALS**

Year: **2018**

Members Required for Quorum: **4**

MEMBER NAME	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	SPEC MTG	SPEC MTG	Total Mtgs. Att.	Total Absent	Percent Attended Available
MEMBERS																	
Lilie, Charles	A	A	P	A	P	A	A	P	P	A	P	P	NM	NM	6	6	50%
Judd, Randy	P	P	P	P	P	A	P	P	P	P	P	P	NM	NM	11	1	92%
Lyon, Peter	P	P	P	P	P	NA	NA	NA	NA	NA	NA	NA	NM	NM	5	0	100%
Jones, Jefferey	P	P	P	P	P	P	P	P	A	NA	NA	NA	NM	NM	8	1	89%
Miller, John	P	P	A	A	P	P	A	P	P	P	P	A	NM	NM	8	4	67%
Hart, Kevin	P	P	P	P	P	P	P	P	A	P	P	P	NM	NM	11	1	92%
Morganroth, Erik	P	P	P	P	P	P	P	A	P	P	P	P	NM	NM	11	1	92%
Canvasser, Jason	NA	NA	NA	NA	NA	NA	P	P	P	P	P	P	NM	NM	6	0	100%
Francis N. Rodriguez	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	P			1	0	100%
ALTERNATES																	
Canvasser, Jason	P	P	P	P	P	P	NA	NA	NA	NA	NA	NA	NM	NM	6	0	100%
Francis N. Rodriguez	NA	P	P	P	A	P	A	P	P	A	P	NA	NM	NM	7	3	70%
Lilley, Richard	NA	NA	NA	NA	NA	NA	NA	NA	P	P	P	P	NM	NM	4	0	100%
Reserved															0	0	#DIV/0!
Present or Available	7	8	8	7	8	6	5	7	7	6	8	7	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



Department Head Signature

CITY BOARD/COMMITTEE ATTENDANCE RECORD

Name of Board: Board of Zoning Appeals

Year: 2019

Members Required for Quorum: 4

MEMBER NAME	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	SPEC MTG	SPEC MTG	Total Mtgs. Att.	Total Absent	Percent Attended Available
REGULAR MEMBERS																	
Lillie, Charles	A	A	P	A	P										2	3	40%
Judd, Randy	P	P	P	P	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	4	0	100%
Miller, John	P	A	P	P	P										4	1	80%
Hart, Kevin	P	P	P	P	P										5	0	100%
Morganroth, Eric	P	P	P	P	P										5	0	100%
Canvasser, Jason	P	A	P	P	P										4	1	80%
Rodriguez, Francis	P	P	P	P	A										4	1	80%
Reserved															0	0	#DIV/0!
Reserved															0	0	#DIV/0!
ALTERNATES																	
Lilley, Richard	P	A	A	P	P										3	2	60%
Reddy, Ron	NA	P	A	A	P										2	2	50%
Reserved															0	0	#DIV/0!
Reserved															0	0	#DIV/0!
Present or Available	7	5	7	7	7	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



Department Head Signature



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

APPLICATION FOR CITY BOARD OR COMMITTEE

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

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

(Please print clearly)

Board/Committee of Interest BOARD OF ZONING APPEALS
Specific Category/Vacancy on Board REGULAR MEMBER
Name RICHARD M LILLEY Phone 248 594 6737
Residential Address 648 CHERRY CT Email DICKLILLEY@ICLOUD.COM
Residential City, Zip B-HAM 48009-1489 Length of Residence 59 YEARS
Business Address SHAME Occupation CONSULTANT
Business City, Zip _____

Reason for Interest: Explain how your background and skills will enhance the board to which you have applied _____
AS A LONG TIME CITY RESIDENT, HAVING INPUT ON THE DEVELOPMENT WITHIN THE CITY IS OF INTEREST; ALSO GIVING BACK TO COMMUNITY

List your related employment experience _____

List your related community activities BOARD OF DIRECTORS - ALLEN HOUSE (PRE HISTORICAL SOCIETY); BSD DREAM CRUISE VOLUNTEER COORDINATOR - 18 YRS; CRANBROOK HOUSE & GARDENS VOLUNTEER + 6 YRS ON BOARD

List your related educational experience _____

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

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

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

Richard M Lilley
Signature of Applicant

MAY 8, 2019
Date

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

Updated 8/16/17

Richard M. Lilley
648 Cherry Court
Birmingham, MI 48009-1489
248.594.6737
dicklilley@icloud.com

September 6, 2018

Addendum to application for Board of Zoning Appeals - Regular Member

Family moved to Birmingham in the summer of 1960

Education:

- Midvale Elementary School
- Barnum Junior High School
- E.W. Seaholm High School – Class of 1967
- Walsh College – Business Degree – 1975

City of Birmingham volunteer experience:

- Maple Road Widening Commission
- Allen House Board of Directors – 5 years
- Birmingham Shopping District Dream Cruise Committee – 18 years
 - Volunteer scheduling
 - Car parking layout for about 300 vehicles
 - Dream Cruise volunteer – 1996 to present

Cranbrook House and Gardens Auxiliary & Cranbrook Educational Community volunteer experience:

- Chair – House and Gardens Auxiliary – 2013-2015
- Vice Chair – Finance – 2011-2013 & 2015-2017
- Gardens volunteer – 14 years
- Cranbrook Board of Trustees Landscape Sub-committee – member 4 years

Additional volunteer programs/opportunities:

- 1996 U.S. Open – Oakland Hills Country Club
- 2004 Ryder Cup – Oakland Hills Country Club
- 2008 PGA Championship – Oakland Hills Country Club
- 2016 U.S. Men's Amateur Championship -- Oakland Hills Country Club
- 2018 Ryder Cup – Le Golf National – Paris, France (September 24-30, 2018)
- Porsche Club of America – Southeast Michigan Region – 13 years:
 - Newsletter Editor – 11 years
 - Board of Directors – 11 years
 - Club President – 2 years

For the past twenty-two years, Lilley Associates, Inc. has been a recognized leader in automotive consulting, specializing in the light vehicle wheel industry. Previously held positions in consulting and data management services as well as new vehicle sales.



NOTICE OF INTENTION TO APPOINT TO THE PARKS AND RECREATION BOARD

At the regular meeting of Monday, May 6, 2019, the Birmingham City Commission intends to appoint one alternate member to the Parks and Recreation Board to serve the remainder of a three-year term to expire March 13, 2020.

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 1, 2019. 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.

Responsibilities

The Parks & Recreation Board consists of seven members and two alternate members who serve for three-year terms without compensation. The goal of the board is to promote a recreation program and a park development program for the City of Birmingham. The Board shall recommend to the City Commission for adoption such rules and regulations pertaining to the conduct and use of parks and public grounds as are necessary to administer the same and to protect public property and the safety, health, morals, and welfare of the public.

The meetings are held the first Tuesday of the month at 6:30 P.M.

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

Applicant(s) Presented for City Commission Consideration:

Applicant Name	Criteria/Qualifications
	Members must be electors (registered voters) of the City of Birmingham.
Pam Graham 884 Knox St.	Registered voter

SUGGESTED ACTION:

To appoint _____, to the Parks and Recreation Board as an alternate member to serve the remainder of a three-year term to expire March 13, 2020.

3M0

PARKS AND RECREATION BOARD

Article II, Section 78

Objectives: The Parks and Recreation Board shall promote a recreation program and a park development program for the City. The Board shall recommend to the city commission for adoption such rules and regulations pertaining to the conduct and use of parks and public grounds as are necessary to administer the same and to protect public property and the safety, health, morals, and welfare of the public.

Seven regular members, Three-year Terms, Appointed by the City Commission

Two alternate members, Three-year Terms, Appointed by the City Commission

Members must be electors of the City of Birmingham

Meetings held the first Tuesday of each month at 6:30 PM.

Last Name	First Name	Home Business E-Mail	Appointed	Term Expires
Butcher	John		2/25/2019	12/31/2019
			Student Representative	
Carmona	Heather	(248) 867-1346	3/12/2018	3/13/2021
887 Lakeview Ave.			Registered Voter	
		<i>htcarmona@sbcglobal.net</i>		
Kaplan	Ross	(248) 645-6526	10/22/2007	3/13/2020
635 Oak			Registered Voter in Birmingham	
		<i>rkaplan@neumannsmith.com</i>		
Longe	Therese	(248) 258-6744	3/29/2004	3/13/2022
1253 Yosemite		(313) 745-0138	Registered Voter in Birmingham	
		<i>tmquattro@gmail.com</i>		

Last Name Home Address	First Name	Home Business E-Mail	Appointed	Term Expires
Meehan 656 Chester	John	(248) 644-5923 <i>john.meehan@att.net</i>	3/18/2002 Registered Voter in Birmingham	3/13/2020
Noble 1160 Lake Park Dr.	Eleanor	(248) 417-7777 <i>elliecnoble@hotmail.com</i>	7/10/2017 Alternate	3/13/2020
Pulis 824 Wimbledon Dr.	Dominick	(586) 381-5831 <i>dompulis@hotmail.com</i>	3/25/2019 Registered Voter in Birmingham	3/13/2022
Rusche 358 Henley St.	John	(248) 731-7068 <i>jprusche@aol.com</i>	9/6/2018 Registered Voter in Birmingham (was Alt)	3/13/2021
VACANT D.Pulis appt'd to regular position			Alternate	3/13/2020
Wiebrecht 1714 Torry	William	(248) 703-6503 <i>whw989@wowway.com</i>	10/14/1991 Registered Voter in Birmingham	3/13/2021



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

APPLICATION FOR CITY BOARD OR COMMITTEE

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

(Please print clearly)

Board/Committee of Interest Parks and Recreation

Specific Category/Vacancy on Board Alternate

Name Pam Graham

Phone 2484086277

Residential Address 884 Knox St

Email pamcracker@gmail.com

Residential City, Zip Birmingham, 48009

Length of Residence 22 years

Business Address 2710 Bellingham

Occupation engineer

Business City, Zip Troy, MI 48009

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

I love living in Birmingham where I am close to everything including parks. As a resident and neighborhood association organizer in South Poppleton Park, I have been waiting for many years to improve the nearest park to me, Adams. Now I understand that the city will delay park improvements until the voters consider a large park bond so I want to help the board make good decisions and get the bond passed.

List your related employment experience I am an automotive test engineer for a safety product. My experience with risk assessments, laboratory building and designing and procuring test equipment could help the board.

I work on global teams. I instruct employees on problem solving techniques. I volunteer with the Society of Automotive engineers to write test standards for my industry. As an engineer, I research problems and speak with data.

List your related community activities I attended Birmingham Citen academy in 2018. I am a member of Birmingham Unitarian church where I worked on a capital campaign to renovate the church and improve ADA accessibility of the building.

My two children attended BPS and I volunteered in various capacities.

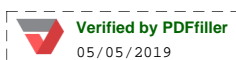
List your related educational experience I went to undergraduate engineering school at MIT and graduate school at Northwestern University.

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

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

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


Signature of Applicant



5/5/2019

3M1 Date



NOTICE OF INTENTION TO APPOINT TO THE MUSEUM BOARD

At the regular meeting of Monday, May 6, 2019, the Birmingham City Commission intends to appoint one regular member to the Museum Board to serve the remainder of a three-year term to expire July 5, 2020.

Interested parties may submit an application available at the city clerk's office on or before noon on Wednesday, May 1, 2019. These applications will appear in the public agenda for the regular meeting at which time the commission will discuss recommendations, and may make nominations and vote on appointments.

Board Duties

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

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

Applicant(s) Presented For City Commission Consideration:

Applicant Name	Criteria/Qualifications
	<ul style="list-style-type: none">• Shall be qualified electors of the City and members of the Birmingham Historical Society
Dan Haugen 1694 E. Melton Rd.	Resident

SUGGESTED ACTION:

To appoint _____ to the Museum Board as a regular member to serve the remainder of a three-year term to expire July 5, 2020.



MUSEUM BOARD

Chapter 62 - Section 62-26

Terms - Three years - expiring first Monday in July

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

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

Last Name	First Name	Home Business E-Mail	Appointed	Term Expires
Cunningham	James	(248) 642-0333 <i>jpc@wwrplaw.com</i>	6/12/2017 Business owner member	7/5/2019
Dixon	Russell	(248) 642-2314 <i>russswdixon@aol.com</i>	11/24/2003 Historical Society Member	7/5/2021
Keefer	Judith	(248) 249-0996 <i>jlw2014@gmail.com</i>	7/11/2016	7/5/2019
Krizanic	Tina	(248) 644-2124 <i>tkrizanic8@gmail.com</i>	1/26/2015 Historical Society Member	7/5/2021

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

Last Name Home Address	First Name	Home Business E-Mail	Appointed	Term Expires
Logue 2010 Buckingham	Marty	(248) 649-4921 <i>gtferos@comcast.net</i>	9/26/2011 Historical Society Member	7/5/2020
Rosso 355 Columbia	Caitlin	(248) 229-4227 <i>caitlinrosso@maxbroock.com</i>	9/21/2015 Historical Society Member	7/5/2020
Weddell [REDACTED]	Meredith	[REDACTED] [REDACTED]	2/25/2019 Student Representative	12/31/2019
VACANT L. Eaton resigned				7/5/2020

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



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

APPLICATION FOR CITY BOARD OR COMMITTEE

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(Please print clearly)

Board/Committee of Interest Museum Board

Specific Category/Vacancy on Board Reg. Member vacancy

Name Dan Haugen

Phone 248-459-0589

Residential Address 1694 E Melton Rd

Email Daniel.L.Haugen@gmail.com

Residential City, Zip Birmingham, 48009

Length of Residence 2y10m

Business Address _____

Occupation Electrical Engineer

Business City, Zip _____

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

Interest in Museum from Citizens Academy - fondness of preserving/learning history

List your related employment experience General knowledge of commercial/residential wiring layouts (Ghafari)

List your related community activities Citizens Academy, Hometown Parade volunteer/marcher

List your related educational experience Citizens Academy

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

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

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

Daniel L. Haugen
Signature of Applicant

5/29/2019
Date

301

BIRMINGHAM CITY COMMISSION MINUTES
MAY 20, 2019
MUNICIPAL BUILDING, 151 MARTIN
7:30 P.M.

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Mayor Patty Bordman called the meeting to order at 7:30 PM.

II. ROLL CALL

Present: Mayor Bordman
Mayor Pro Tem Boutros
Commissioner DeWeese
Commissioner Harris (arrived at 8:46 p.m.)
Commissioner Hoff
Commissioner Nickita
Commissioner Sherman

Absent: none

Administration: City Manager Valentine, City Attorney Ballard, City Attorney Currier, City Planner Cowan, Planning Director Ecker, Finance Director Gerber, Police Commander Grewe, City Engineer O'Meara, City Clerk Mynsberge

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

05-123-19 ANNOUNCEMENTS

Mayor Bordman announced:

- The Birmingham Public Library will be closed Saturday, May 25th through Monday, May 27th, and City Offices will be closed on Monday, May 27th in observance of Memorial Day. Trash collection will be delayed one day the week of May 27.
- The annual Memorial Day ceremony, in memory and appreciation of military veterans, is Monday, May 27th at 10:00 a.m. in Shain Park.

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.

05-124-19 APPROVAL OF CONSENT AGENDA

The following items were removed from the Consent Agenda:

- Commissioner Hoff Item A, Approval of May 6, 2019 City Commission meeting minutes
- Item B, Approval of May 11, 2019 City Council Budget Hearing minutes
- Item J, Piano in Shain Park

MOTION: Motion by Mayor Pro Tem Boutros, seconded by Commissioner Sherman:
To approve the Consent Agenda, excluding Items A, B, and J.

ROLL CALL VOTE: Ayes: Mayor Bordman
 Mayor Pro Tem Boutros
 Commissioner DeWeese
 Commissioner Hoff
 Commissioner Nickita
 Commissioner Sherman
 Nays: None

- C. Resolution approving the warrant list, including Automated Clearing House payments, dated May 8, 2019 in the amount of \$455,452.27.
- D. Resolution approving the warrant list, including Automated Clearing House payments, dated May 15, 2019 in the amount of \$640,141.07.
- E. Resolution delegating to the Birmingham City Clerk and her authorized assistants, those being the members of her staff, the following duties of the election commission for the August 6, 2019 and November 5, 2019 elections:
 - Preparing meeting materials for the election commission, including ballot proofs for approval and a listing of election inspectors for appointment;
 - Contracting for the preparation, printing and delivery of ballots;
 - Providing candidates and the Secretary of State with proof copies of ballots;
 - Providing election supplies and ballot containers; and
 - Preliminary logic and accuracy testing.
- F. Resolution designating Finance Director Mark Gerber, Assistant Finance Director Kim Wickenheiser, DPS Director Lauren Wood, Building Official Bruce Johnson, Assistant Building Official Mike Morad, Birmingham Museum Director Pielack, and Police Commander Scott Grewe as representatives for Election Commission members Mayor Patty Bordman, Mayor Pro Tem Pierre Boutros, and Commissioners Carroll DeWeese, Andrew Harris, Rackeline Hoff, Mark Nickita and Stuart Sherman for the purpose of conducting the Public Accuracy Tests of the electronic tabulating equipment which will be used to count votes cast at the August 6, 2019 and November 5, 2019 elections.
- G. Resolution setting Monday, June 24, 2019 at 7:30 PM for a public hearing to consider approval of a Special Land Use Permit Amendment for 250 & 280 E. Merrill, to expand the existing Sidecar Slider Bar restaurant into a portion of the neighboring restaurant, RoJo in accordance with Article 7, Section 7.34 of the Zoning Ordinance.
- H. Resolution setting Monday, June 24, 2019 at 7:30 PM for a public hearing to consider an amendment to Article 3, Section 3.04(E)(12) of the Zoning Code - Balcony, Railing and Porch Materials in the Downtown Overlay District.
- I. Resolution setting Monday, June 24, 2019 at 7:30 PM for a public hearing to consider an amendment to Article 4, Section 4.54(B)(8) of the Zoning Code – Screening Materials for Trash Enclosures.
- K. Resolution appointing City Engineer Paul T. O'Meara as Representative and Assistant City Engineer Austin W. Fletcher as Alternate Representative of the City of Birmingham on the SOCWA Board of Trustees for the fiscal year starting July 1, 2019.

- L. Resolution appointing City Manager Joseph A. Valentine as Representative and DPS Director Lauren Wood as Alternate Representative of the City of Birmingham on the SOCRRA Board of Trustees for the fiscal year starting July 1, 2019.
- M. Resolution accepting the recommendation of the Ad Hoc Unimproved Streets Committee to authorize engagement with an outside Engineering firm, for a cost not to exceed, \$7,000 to conduct research and information gathering and provide a final report to the committee regarding road design alternatives for converting unimproved roads to be paid using fund #203-449.007-804.0100.
- N. Resolution approving a special event permit as requested by Woodward Camera for the Veterans Hospitality Tent during the Cruise on Saturday, August 17, 2019 from 9:00 a.m. – 9:00 p.m., with set-up on August 16 and tear-down on August 18, 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.

V. UNFINISHED BUSINESS

05-125-19 MAPLE ROAD RECONSTRUCTION, SOUTHFIELD ROAD TO WOODWARD AVE. BENCHES, TREE, AND PLANTER ALIGNMENT

Planning Director Ecker introduced Brad Strader and Haley Wolfe from MKSK.

Mr. Strader:

- recommended placing Frontier Elm trees adjacent to parking and Honey Locust trees at bump-outs and mid-block crossings based on the street tree guide that the City published.
- briefly outlined eight options, noting site furnishings will be like the materials used in Phase I. noted five of the options have street trees and benches at the corners.
- suggested flush tree grates on corners and all other trees in planter boxes.
- confirmed the pedestrian zone on each side will be 12'.

Commissioner Nickita would like to see trees at the intersections but articulated differently from those between intersections, to help designate the intersection. He felt there should be less landscape on the corners than between intersections.

MSK representatives explained the following:

- The tree grates are ADA compliant and do not pose a hazard to public safety.
- Storm water will flow through the tree grates.
- The grates can be made any color.
- Weeds may come through the grates and require maintenance.
- Normal irrigation via irrigation lines is sufficient for watering.
- The planter boxes will require more maintenance and there will be similar weed growth.
- It is best to put trees in a greater amount of soil, but grates using structural soil do very well. Examples can be found in Columbus, Ohio.

Mr. Strader expressed MKSK's preference is Option 2B (planter with tree grate and bench). In the instance where there is no need for a bench and space is available, Option 2A (planter with tree grate) is an appropriate choice.

After discussion on the application of the arrangements, Mr. Strader explained that Option 2B could extend the planter to accommodate the trees in the planter rather than in a grate. He also confirmed that the recommendation is to have consistency at the intersections.

Mayor Bordman reminded the commission that the decision made today will affect the City of Birmingham's infrastructure for decades to come. She also shared that she is inclined to put benches everywhere because, if the goal is to have a walkable city, people get tired and need a place to sit down.

MOTION: Motion by Mayor Pro Tem Boutros, seconded by Commissioner DeWeese:
To direct staff to use Option 2B, with an extended planter box rather than a flush grate, for the landscape and street furnishing design of the Maple Road Reconstruction Project and further, to use Frontier Elms along all on-street parking zones, and to use Honey Locusts at pedestrian crossing and street transition locations.

VOTE: Yeas, 6
 Nays, 0

05-126-19 E. MAPLE ROAD AND ETON ROAD INTERSECTION – MULTI-MODAL TRANSPORTATION BOARD RECOMMENDATIONS

Planning Director Ecker presented the item and introduced Julie Kroll from Fleis and Vandenbrink.

Ms. Kroll:

- presented numerous options for the configuration of the intersection and recommended Option 3 WB40 Splitter Island that would prohibit anything larger than a WB40 (truck with a 40' wheelbase) from turning from westbound Maple to southbound Eton.
- stated all options maintain the prohibition on all articulated trucks turning right from northbound Eton to eastbound Maple.
- noted all options have 3' extra width of sidewalk on west side.

There were discussions about moving the stop bar forward on westbound Maple Road to allow more stacking under the bridge, the number of trucks that will have to travel west to go south, how the businesses on Eton will be affected, sizes of islands, and the significant increase in cost.

Director Ecker stated that the recommendation from MMTB is Option 1A WB65, but they did not understand that option would not allow enhanced sidewalks on the west side. She confirmed Option 3 includes wider sidewalks and a larger island.

Ms. Kroll clarified a WB40 truck pulling a 33' trailer can make the right turn from northbound Eton; trucks over 39' will be prohibited. For left turns from westbound Maple onto Eton, there can be no trucks over 46'.

Mayor Bordman compared the size of the proposed island in Option 3 to the size of a living room. She called for reactions from the commission and asked Ms. Kroll why an island that large is recommended.

Ms. Kroll commented:

- The idea is to look at ways to make the space pedestrian friendly and to slow traffic.
- Planning a large island will achieve these goals.

Commissioner Nickita was in favor of the size of the island as shown in Option 3.

Commissioner Hoff expressed concern for the safety of pedestrians standing on the island while traffic is turning in every direction. She felt there should be rolling curbs.

Commissioner DeWeese saw advantages to the island as shown.

Commissioner Harris arrived at 8:46 p.m.

Mayor Pro Tem Boutros was in favor of Option 3.

MOTION: Motion by Mayor Pro Tem Boutros, seconded by Commissioner Nickita:
To direct staff to proceed with the pedestrian enhancement Option 3 for the block of S. Eton Rd. from Maple Rd. to Yosemite Blvd. Further, to direct staff to amend the 2019 Concrete Sidewalk Program, Contract #6-19(SW), to construct these improvements in the 2019 construction season. Further, to approve the appropriations and amendments to the 2018 - 2019 Major Street Fund budget as presented.

Jason Eddleston, Birmingham Public Arts Board and trucking company owner, suggested restricting the time of day when trucks can make turns.

VOTE:	Yeas,	7
	Nays,	0

MOTION: Motion by Commissioner Sherman, seconded by Mayor Pro Tem Boutros:
To move the stop bar on the westbound Maple lanes further west by approximately two car lengths.

VOTE:	Yeas,	7
	Nays,	0

VI. NEW BUSINESS

05-127-19 CHANGES TO 2019-2020 RECOMMENDED BUDGET AND 2019-2020 BUDGET APPROPRIATIONS RESOLUTION

Finance Director Gerber presented the item, and noted the only change to the recommended budget as presented on May 11, 2019, is to adjust the Sewage Disposal Fund's revenue and expense budgets for updated sewage disposal costs and related user fee revenues as detailed in his May 14, 2019 memo to City Manager Valentine.

MOTION: Motion by Commissioner Sherman, and seconded by Commissioner Hoff:
To approve the budget appropriations resolution adopting the City of Birmingham's budget and establishing the total number of mills for ad valorem property taxes to be levied for the fiscal year commencing July 1, 2019 and ending June 30, 2020. (*Complete resolution appended to these minutes as Attachment A*).

VOTE: Yeas, 7
 Nays, 0

05-128-19 WATER/SEWER RATE CHANGES FOR 2019-2020

Finance Director Gerber presented the item. He presented a revised memo which corrected the proposed fees for the industrial surcharge.

MOTION: Motion by Commissioner Sherman, seconded by Commissioner Nickita:
To amend the Schedule of Fees, Charges, Bonds and Insurance, Water and Sewer Service Sections, for changes in sewer, storm water, industrial surcharge, and industrial waste control charge rates effective for bills with read dates on or after July 1, 2019 as recommended Finance Director Gerber's May 14, 2019 memo to City Manager Valentine.

VOTE: Yeas, 7
 Nays, 0

05-129-19 ELECTRICAL BOX PAINTING

City Planner Cowan presented the item.

Commissioner Nickita would like to discuss policy for consistency in the approach to terminating vistas.

Commissioner DeWeese agreed with Commissioner Nickita that all of the electrical boxes should be examined immediately. He also expressed the following:

- The most iconic building in the City is the theater and the proposed concept fits in with the current landscape and is fun.
- The worst case scenario is that the box may need to be repainted.
- He is supportive of adopting this project and wants to give the challenge to the Public Arts Board to suggest what could be done at other locations.

City Planner Cowan stated that terminating vistas throughout the city had not been considered; the proposal by the Public Arts Board is a one-time solution for this specific vista.

Commissioner Hoff liked the idea but noted that the vista is partially in front of Hyde Park Steakhouse. She asked if anyone spoke with the owners of Hyde Park.

Mr. Cowan said that while he has not heard back from Ted Fuller, Hyde Park Steakhouse owner, the employees and staff liked the idea.

City Manager Valentine explained that decorating power boxes and creation of terminating vistas are two separate things.

Mayor Bordman felt the proposal was a very clever idea and fun. However, she agrees that the City must come up with something that is more appropriate for terminating vistas. She supported Commissioner Sherman's suggestion to use "and" instead of "or" in the resolution language. Mayor Bordman further inquired about the paint that will be used on this project.

Barbara Miller, Chair of Public Arts Board and painting conservator, explained:

- The paint can be removed from metal.
- It is the same type of paint that is used on all metal utility boxes.
- The surface must be prepared again before repainting.
- The paint is for outdoor use and is supposed to last for a number of years.
- A lot of cities paint these boxes in a number of artistic ways, and the Public Arts Board has a lot of ideas.

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

To accept the recommendation that the electrical box in the planter on the east sidewalk on S. Old Woodward at the intersection of Merrill Street be painted by Anne Ritchie as the popcorn box design created by Anne Ritchie and recommended by the Public Arts Board in an amount not to exceed \$250 charged to account #101-299-000-811-0000.

AND

To direct the Public Arts Board to pursue alternative concepts for this location and work with adjoining businesses to develop a concept that will incorporate a design or sculpture that will meet the objective of creating a terminating vista at Merrill and South Old Woodward, Hamilton and Old Woodward, and Henrietta and Maple.

Commissioner Nickita was interested in studying this topic more to understand what a terminating vista should be. He also believed the artwork should be something thoughtful.

Mayor Bordman added that she would like to see the Public Arts Board take an inventory around the City for other potential possibilities.

Mayor Pro Tem Boutros suggested the Public Arts Board use alternative concepts tailored to Birmingham's downtown as a whole rather than a particular business.

VOTE: Yeas, 7
 Nays, 0

05-130-19 CLOSED SESSION

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

To meet in closed session pursuant to the Open Meetings Act, Section 8(h) to consider material exempt from discussion or disclosure by state or federal statute.

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

ROLL CALL VOTE: Ayes: Mayor Bordman
 Mayor Pro Tem Boutros
 Commissioner DeWeese
 Commissioner Harris
 Commissioner Hoff
 Commissioner Nickita
 Commissioner Sherman

Nays: None

VII. REMOVED FROM CONSENT AGENDA

05-131-19 CITY COMMISSION MEETING MINUTES OF MAY 6, 2019 (ITEM A).

Commissioner Hoff noted on page 11 and several other instances, that there is a reference to Alternate Bid #3 in regards to N. Old Woodward project. She wants to see a description of Alternate Bid #3 at the first reference.

Commissioner Nickita noted on Page 15, under the 3rd from last bullet point, the word "need" should be added after "fills a parking".

Mayor Bordman asked that the comments on the Special Event Permit for Art in the Alley, on page 4, be expanded to include her comments about the student representatives, to include their names, and to note that she asked Mr. Wohlfel to speak about the project.

MOTION: Motion by Commissioner Hoff, seconded by Mayor Pro Tem Boutros:
To approve the Regular City Commission minutes of May 6, 2019 as corrected

VOTE: Yeas, 7
Nays, 0

05-132-19 RESOLUTION APPROVING THE CITY COMMISSION BUDGET HEARING MEETING MINUTES OF MAY 11, 2019. (ITEM B)

Commissioner Hoff noted, on Page 7 under Greenwood Cemetery Perpetual Care Fund, "1718" should be changed to "FY2017-18".

MOTION: Motion by Commissioner Hoff, seconded by Mayor Pro Tem Boutros:
To approve the City Commission Budget Hearing minutes of May 11, 2019 as corrected.

VOTE: Yeas, 7
Nays, 0
Abstain 1 (Harris)

05-133-19 PIANO IN SHAIN PARK (ITEM J)

Commissioner DeWeese expressed concerns about keeping a piano outdoors in the weather.

City Planner Cowan explained the band shell cover will partially protect the piano in Shain Park. While he knows that the cover will not protect the piano from humidity and heavy rains, Mr. Cowan was advised that instruments in the park are intended to be a fun thing and will eventually become decommissioned. Therefore, it is planned as a summer activity that is budgeted to be moved at the end of the season.

Commissioner Hoff expressed that this is a unique idea that should receive publicity. She asked that the donation from Michael and Marybeth Flynn be publicly acknowledged and that the Flynn be thanked for their generosity to the City of Birmingham.

Mayor Bordman mentioned that Cole Wohlfiel, student representative, is doing a lot of work on this project. She expressed appreciation for the enthusiasm of the student representatives on the Public Arts Board, commended Jason Eddleson for his leadership, and commented it is wonderful to have this donation.

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

Resolution recommending the piano donated by Michael and Maybeth Flynn be placed in the location beneath the pavilion at Shain Park as suggested by the Public Arts Board for the time period of June 1st, 2019 to August 31st, 2019, with the conditions that the piano be equipped with industrial grade wheels, a cover be provided during Shain Park events, and that the City Commission vote on whether or not to keep the piano in the park beyond August 31st, 2019 in August 2019. Also, that the painting of the piano occur at a space outside of Shain Park, and that the Public Arts Board be responsible for funding the moving of the piano if the City Commission chooses to have the piano removed on August 31st, 2019, or any time before that. And further, authorizing funds in an amount not to exceed \$750 from account #101-299-000-811-0000.

Commissioner Nickita expressed that he has seen this in a number of cities including Detroit at Campus Martius. He went on to advise that the piano be creatively painted and coated with a preservative finish.

Jason Eddleston, Birmingham Public Arts Board, suggested doing some epoxy work on the upright piano, since the plan was to paint it anyway. He also asked for suggestions from Commission on design.

Mayor Pro Tem Boutros advised the details be left to the Public Arts Board.

VOTE:	Yeas,	7
	Nays,	0

VIII. COMMUNICATIONS

None

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

None

X. REPORTS

05-134-19 COMMISSIONER COMMENTS

Commissioner Nickita stated that there are three issues he wants to bring to the attention of the commission and City Manager Valentine in downtown where concrete is a problem and needs to be addressed:

- Depression of concrete on the southwest corner of Old Woodward and Maple by the new building.
- Very fine scoring in front of the mediterranean restaurant north of Salon 6. The edges are chipped away and inconsistent with everything else in downtown.
- The deconstructing conditions of the amphitheater.

City Engineer O'Meara confirmed that work is planned for all three areas in 2019. The first two will be addressed by Iafrate in late June. The 3rd issue is part of the 2019 sidewalk repair program.

Commissioner Hoff, in reference to the annual Celebrate Birmingham Hometown Parade, thought the turnout was much less than in previous years. She cited weather as a probable factor and suggested the City Clerk's Office look at bringing in more student which should draw more spectators. She also suggested more publicity.

Mayor Bordman agreed with Commissioner Hoff regarding the parade and expressed that it is one of her favorite events. She suggested having float contests with local schools, and commented that maybe the student representatives on the Public Arts Board would have some ideas to improve turnout. She went on to say that given the string of bad weather in recent years and declining participation, a change in date could be in order.

Mayor Pro Tem Boutros believed, along with others he encountered the morning of the parade, that weather was a factor on this year's attendance. He agreed with Commissioner Hoff and Mayor Bordman that there is a need to create more awareness and more participation from local groups.

City Manager Valentine complimented City Clerk Mynsberge and her staff for their work and commitment to the parade and party in the park.

05-135-19 CITY STAFF

Review of the 2019 Asphalt Paving Program; Contract #9-19(P) as submitted by City Engineer O'Meara.

Parking Utilization Dashboard as submitted by Assistant City Manager Gunter.

XI. ADJOURN

Mayor Bordman adjourned the meeting to closed session at 9:43 p.m.

Mayor Bordman reconvened the regular meeting at 9:54 p.m. and adjourned the meeting at 9:54 p.m.

J. Cherilynn Mynsberge, City Clerk

RESOLUTION NO. 05-127-19
BUDGET APPROPRIATIONS RESOLUTION

WHEREAS, the City Manager has submitted the proposed 2019-2020 Budget, and;

WHEREAS, the City Commission has reviewed the 2019-2020 Budget, and;

WHEREAS, the City Commission has held a Public Hearing on the 2019-2020 Budget;

WHEREAS, Chapter VII, Section 14 of the Birmingham City Charter requires that the City Commission pass an annual appropriations resolution, and;

NOW THEREFORE, BE IT RESOLVED, that the City Commission does hereby adopt the following estimated revenues for the City of Birmingham for the fiscal year commencing July 1, 2019, and ending June 30, 2020:

GENERAL FUND:

Taxes	\$ 26,114,630
Licenses & Permits	3,053,720
Intergovernmental Revenue	2,157,650
Charges for Services	3,403,470
Fines & Forfeitures	1,776,140
Interest & Rent	621,090
Other Revenue	418,820
Contributions from Other Funds	<u>200,000</u>
Total General Fund	\$ 37,745,520

MAJOR STREETS FUND:

Intergovernmental Revenue	\$ 1,457,100
Interest & Rent	40,950
Contributions from Other Funds	3,246,000
Draw from Fund Balance	<u>934,350</u>
Total Major Streets Fund	\$ 5,678,400

LOCAL STREETS FUND:

Intergovernmental Revenue	\$ 592,300
Interest & Rent	26,460
Other Revenue	395,120
Contributions from Other Funds	<u>2,500,000</u>
Total Local Streets Fund	\$3,513,880

COMMUNITY DEVELOPMENT BLOCK GRANT FUND:

Intergovernmental Revenue	<u>\$ 33,630</u>
Total Community Development Block Grant Fund	\$ 33,630

SOLID WASTE DISPOSAL FUND:

Taxes	\$ 1,935,000
Intergovernmental	4,200
Charges for Services	18,000
Interest	31,820
Draw from Fund Balance	<u>95,840</u>
Total Solid Waste Disposal Fund	\$ 2,084,860

LAW AND DRUG ENFORCEMENT FUND:

Fines & Forfeitures	\$ 35,000
Interest	1,100
Draw from Fund Balance	<u>61,760</u>
Total Law and Drug Enforcement Fund	\$ 97,860

DEBT SERVICE FUND:

Taxes	\$ 1,609,500
Intergovernmental	3,660
Interest	<u>2,990</u>
Total Debt Service Fund	\$ 1,616,150

GREENWOOD CEMETERY PERPETUAL CARE FUND:

Charges for Services	\$ 80,000
Interest	<u>16,800</u>
Total Greenwood Cemetery Perpetual Care Fund	\$ 96,800

PRINCIPAL SHOPPING DISTRICT FUND:

Special Assessments	\$ 1,054,970
Charges for Services	150,000
Interest	13,700
Other Revenue	190,000
Draw from Fund Balance	<u>96,320</u>
Total Principal Shopping District Fund	\$ 1,504,990

BALDWIN LIBRARY FUND:

Taxes	\$ 3,370,950
Intergovernmental Revenue	1,029,190
Charges for Services	81,150
Interest	52,290
Draw from Fund Balance	<u>1,677,170</u>
Total Baldwin Library Fund	\$ 6,210,750

BROWNFIELD REDEVELOPMENT AUTHORITY FUND:

Taxes	\$ 264,870
Charges for Services	1,500
Interest	11,340
Other Revenue	<u>20,000</u>
Total Brownfield Redevelopment Authority Fund	\$ 297,710

TRIANGLE DISTRICT CORRIDOR IMPROVEMENT AUTHORITY FUND:

Interest	\$ 470
Total Triangle District Corridor Improvement Authority Fund	\$ 470

CAPITAL PROJECTS FUND:

Interest	\$ 45,520
Contribution from Other Funds	<u>814,000</u>
Total Capital Projects Fund	\$ 859,520

AUTOMOBILE PARKING SYSTEM FUND:

Charges for Services	\$ 7,049,710
Interest	<u>386,510</u>
Total Automobile Parking System Fund	\$ 7,436,220

WATER-SUPPLY SYSTEM RECEIVING FUND:

Taxes	\$ 1,000,000
Charges for Services	4,773,320
Interest	77,330
Draw from Net Position	<u>892,370</u>
Total Water-Supply System Fund	\$ 6,743,020

SEWAGE DISPOSAL FUND:

Taxes	\$ 1,691,780
Intergovernmental Revenue	3,710
Charges for Services	9,144,950
Interest	68,630
Draw from Net Position	<u>1,120,050</u>
Total Sewage Disposal Fund	\$ 12,029,120

LINCOLN HILLS GOLF COURSE:

Charges for Services	\$ 705,100
Interest	62,500
Other Revenue	200
Draw from Net Position	<u>55,660</u>
Total Lincoln Hills Golf Course Fund	\$ 823,460

SPRINGDALE GOLF COURSE:

Charges for Services	\$ 486,100
Interest & Rent	19,200
Other Revenue	200
Draw from Net Position	<u>65,590</u>
Total Springdale Golf Course Fund	\$ 571,090

COMPUTER EQUIPMENT FUND:

Charges for Services	\$ 635,450
Interest	19,850
Other Revenue	3,000
Draw from Net Position	<u>316,280</u>
Total Computer Equipment Fund	\$ 974,580

AND, BE IT FURTHER RESOLVED, that the City Commission does hereby adopt on a budgetary center basis the following expenditures for 2019-2020:

GENERAL FUND:

General Government	\$ 6,177,180
Public Safety	14,314,400
Community Development	3,136,700
Engineering & Public Services	6,201,150
Transfers Out	7,846,380
Contribution to Fund Balance	<u>69,710</u>
Total General Fund	\$ 37,745,520

MAJOR STREETS FUND:

Maintenance of Streets and Bridges	\$ 371,310
Street Cleaning	157,670
Street Trees	266,270
Traffic Controls & Engineering	943,100
Snow and Ice Removal	301,800
Administrative	20,510
Capital Outlay-Engineering and Construction of Roads and Bridges	<u>3,617,740</u>
Total Major Streets Fund	\$ 5,678,400

LOCAL STREETS FUND:

Maintenance of Streets and Bridges	\$ 964,340
Street Cleaning	186,190
Street Trees	526,790
Traffic Controls & Engineering	70,790
Snow and Ice Removal	165,030
Administrative	28,980
Capital Outlay-Engineering and Construction of Roads and Bridges	<u>651,740</u>
Contribution to Fund Balance	<u>920,020</u>
Total Local Streets Fund	\$3,513,880

COMMUNITY DEVELOPMENT BLOCK GRANT FUND: \$ 33,630

SOLID WASTE DISPOSAL FUND:

Personnel Services	\$ 187,380
Supplies	12,000
Other Charges	1,869,480
Capital Outlay	<u>16,000</u>
Total Solid Waste Disposal Fund	\$ 2,084,860

LAW AND DRUG ENFORCEMENT FUND: \$ 97,860

DEBT SERVICE FUND:

Debt Service	\$ 1,610,300
Contribution to Fund Balance	<u>5,850</u>
Total Debt Service Fund	\$ 1,616,150

GREENWOOD CEMETERY PERPETUAL CARE FUND:

Expenditures	\$ 20,000
Contribution to Fund Balance	<u>76,800</u>
Total Greenwood Cemetery Perpetual Care Fund	\$ 96,800

PRINCIPAL SHOPPING DISTRICT FUND: \$ 1,504,990

BALDWIN LIBRARY FUND:

Expenditures	\$ 6,210,750
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BROWNFIELD REDEVELOPMENT AUTHORITY FUND:

Expenditures	\$ 189,280
Contribution to Fund Balance	<u>108,430</u>
Total Brownfield Redevelopment Authority Fund	\$ 297,710

TRIANGLE DISTRICT CORRIDOR IMPROVEMENT AUTHORITY FUND:

Contribution to Fund Balance	\$470
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CAPITAL PROJECTS FUND:

Expenditures	\$ 579,000
Contribution to Fund Balance	<u>280,520</u>
Total Capital Projects Fund	\$ 859,520

AUTOMOBILE PARKING SYSTEM FUND:

Expenses	\$ 6,743,020
Contribution to Net Position	<u>693,200</u>
Total Automobile Parking System Fund	\$ 7,436,220

WATER-SUPPLY SYSTEM RECEIVING FUND: \$ 6,743,020

SEWAGE DISPOSAL SYSTEM FUND: \$ 12,029,120

LINCOLN HILLS GOLF COURSE:	\$ 823,460
SPRINGDALE GOLF COURSE:	\$ 571,090
COMPUTER EQUIPMENT FUND:	\$ 974,580

BE IT FURTHER RESOLVED that the budget summary above be approved as the 2019-2020 City Budget and that this resolution shall be known as the City of Birmingham 2019-2020 General Appropriations Act.

BE IT FURTHER RESOLVED that the City Commission does hereby designate \$27,649,010 to be raised by 11.1206 mills levied for General Purposes on the taxable valuation of all real and personal property subject to taxation in the City.

BE IT FURTHER RESOLVED that the City Commission does hereby designate \$3,409,680 to be raised by 1.3714 mills levied for Library Operations on the taxable valuation of all real and personal property subject to taxation in the City

BE IT FURTHER RESOLVED that the City Commission does hereby designate \$2,717,900 to be raised by 1.0861 mills levied for Debt Service Requirements on the taxable valuation of all real and personal property subject to taxation in the City.

BE IT FURTHER RESOLVED that the City Commission does hereby designate \$1,940,000 to be raised by 0.7803 mills levied on the taxable valuation of all real and personal property subject to taxation in the City for the purpose of the collection and removal of garbage and trash of the City as authorized by MCL 123.261, et. seq.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to make budgetary transfers within the budgetary centers established through the adoption of this budget, and that all transfers between budgetary centers may be made only by further action of the City Commission pursuant to the provisions of the Michigan Uniform Accounting and Budgeting Act.

BE IT FURTHER RESOLVED that the 2019-2020 budget shall be automatically amended on July 1, 2019, to re-appropriate encumbrances outstanding and reserved at June 30, 2019.

BE IT FINALLY RESOLVED that the City Treasurer be authorized to add to all taxes paid after September 3, 2019, three-fourths of one percent ($\frac{3}{4}$ of 1%) penalty each and every month, or fraction thereof, that remains unpaid. On all taxes paid after February 14, 2020, and through March 2, 2020, there shall be added a late penalty charge equal to three percent (3%) of such tax.

I, J. Cherilynn Mynsberge, City Clerk of the City of Birmingham, do hereby certify that the foregoing resolution was passed by the Commission of the City of Birmingham, Michigan at a regular meeting held May 20, 2019.

J. Cherilynn Mynsberge, City Clerk

City of Birmingham
Warrant List Dated 05/22/2019

Meeting of 06/03/2019

Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
266319	*	MISC	2100 EAST MAPLE RD LLC	2,104.00
266320	*	000855	48TH DISTRICT COURT	100.00
266321	*	000855	48TH DISTRICT COURT	100.00
266322	*	000855	48TH DISTRICT COURT	100.00
266323	*	000855	48TH DISTRICT COURT	11.00
266324	*	008226	KATHERINE ABELA	341.00
266327	*	007266	AETNA BEHAVIORAL HEALTH LLC	469.43
266328		MISC	ALBAUGH MASONRY STONE AND TILE	200.00
266330		005376	ALLEN AUDIO SYSTEM, LLC	900.00
266331		008246	ANCHOR BAY POWDER COAT, LLC	4,500.00
266332		007033	APPLIED IMAGING	5,396.50
266333		MISC	ARNOLD ROOFING & CONSTRUCTION INC	100.00
266334		007586	ARROW INTERNATIONAL INC	348.45
266335	*	006759	AT&T	248.30
266336	*	006759	AT&T	259.87
266337	*	006759	AT&T	263.30
266338	*	004027	AUTOMATED BENEFIT SVCS INC	9,083.44
266342		001122	BOB BARKER CO INC	876.18
266343	*	003839	MATTHEW J. BARTALINO	17.32
266344	*	MISC	BASEBALLTIPS, INC.	2,380.00
266345		003012	BATTERIES PLUS	22.50
266346	*	009042	RANDY BEARDEN	125.00
266347		002231	BILLINGS LAWN EQUIPMENT INC.	1,424.28
266348		006683	BIRMINGHAM LAWN MAINTENANCE	10,304.00
266350		MISC	BOLYARD LUMBER	500.00
266351		MISC	BOYCE, REX	850.00
266352		008179	BUCCILLI GROUP, LLC	4,398.00
266353		MISC	BUILDING DETAIL INC	500.00
266354	*	006177	BULLSEYE TELECOM INC	118.67
266355		003907	CADILLAC ASPHALT, LLC	283.59
266358	*	007835	SARAH CHUNG	153.25
266359		000605	CINTAS CORPORATION	109.40
266361	*	MISC	CLASSIC BUILDING CO	200.00
266362		MISC	COBURN INVESTMENTS LLC	2,133.14
266363	*	004026	COFINITY	1,458.00
266364	*	000627	CONSUMERS ENERGY	4,612.53
266365		008582	CORE & MAIN LP	520.00
266366	*	008288	THOMAS BROOKS COWAN	263.07
266368		MISC	DA CONTRACTING	500.00
266369		003120	CITY OF DEARBORN	30.00
266370	*	006999	CHRISTOPHER DEMAN	13.50
266372	*	006907	DENTEMAX, LLC	145.80

City of Birmingham
Warrant List Dated 05/22/2019

Meeting of 06/03/2019

Check Number	Early Release	Vendor #	Vendor	Amount
266373	*	007980	CURTIS DAVID DICHO	522.00
266374		MISC	DONALD A BOSCO BUILDING INC	2,500.00
266375		MISC	DRIFORCE PROPERTY RESTORATION	100.00
266376	*	000180	DTE ENERGY	8,237.73
266377		MISC	E L ELECTRICAL CONTRACTING	188.00
266378		000493	ED RINKE CHEVROLET BUICK GMC	802.97
266379		000196	EJ USA, INC.	1,662.80
266381		008581	ENGLISH GARDENS	305.99
266382		005446	ETHNIC ARTWORK	163.00
266383		001495	ETNA SUPPLY	2,520.00
266384		000936	FEDEX	18.75
266386		000213	FIRE DEFENSE EQUIP CO INC	75.96
266387		MISC	FOUNDATION SYSTEMS OF MICHIGAN INC.	100.00
266389	*	008868	JULIA FRYKMAN	22.50
266391		007172	GARY KNUREK INC	22.00
266392		000920	GLOBAL EQUIPMENT COMPANY INC	269.95
266393	*	004983	GREAT AMERICAN BUSINESS PRODUCTS	461.03
266395		001531	GUNNERS METER & PARTS INC	280.00
266396	*	006799	NATALIA HAASE	372.50
266397	*	001956	HOME DEPOT CREDIT SERVICES	3,583.81
266398		000342	IBS OF SE MICHIGAN	216.90
266401		004088	KGM DISTRIBUTORS INC	299.00
266402	*	000352	JILL KOLAITIS	1,843.00
266403	*	000362	KROGER COMPANY	12.96
266404		008998	LINCOLN OF TROY	1,129.41
266406	*	007354	ALIS MANOOGIAN	469.50
266407	*	008763	MARYKO HOSPITALITY, LLC	7,500.00
266408	*	MISC	MAS TEC NETWORK SOLUTIONS	300.00
266409		000369	MCFI	1,125.00
266410		MISC	MERRILLWOOD INVESTMENT LLC	200.00
266413		000230	MIKE SAVOIE CHEVROLET INC	264.00
266414		001950	MILLER CANFIELD PADDOCK AND	19,228.98
266417	*	009063	CALEB NIVA	270.00
266418	*	000477	OAKLAND COUNTY	413,715.41
266419		006972	OBSERVER & ECCENTRIC NEWSPAPERS	65.00
266420	*	008198	OCAA	10.00
266422	*	000481	OFFICE DEPOT INC	131.50
266425	*	001753	PEPSI COLA	264.34
266426		007775	THE PGA OF AMERICA	621.00
266427		MISC	POBLETE CEMENT	100.00
266430		MISC	ROBERT J SOWLES	100.00
266431		000218	ROYAL OAK P.D.Q. LLC	1,130.06
266433	*	008983	BRENNA SANDLES	279.00

City of Birmingham
Warrant List Dated 05/22/2019

Meeting of 06/03/2019

Check Number	Early Release	Vendor #	Vendor	Amount
266434	*	MISC	SAV A TREE	335.00
266435	*	007897	JEFFREY SCAIFE	1.55
266437		006783	STATE OF MICHIGAN	30.00
266438	*	MISC	STEVE NICHOLS	100.00
266439		006749	SUPERIOR SCAPE, INC	15,448.00
266440		008748	TECHSEVEN COMPANY	5,141.75
266441	*	008476	TELLY'S NURSERY	5,109.62
266443	*	009044	JOEL TOMASZEWSKI	25.00
266444	*	004692	TRANSPARENT WINDOW CLEANING	1,750.00
266445		MISC	TRI PHASE COMMERCIAL CONST LLC	300.00
266447	*	000158	VERIZON WIRELESS	90.12
266448	*	000158	VERIZON WIRELESS	50.62
266449		006491	VILLAGE AUTOMOTIVE	134.72
266451		MISC	WESLEY KARL GILLETTE	100.00
266452	*	007355	LINDSAY WILLEN	680.00
266453		005112	WOLVERINE	106,471.00
266454	*	003890	LAUREN WOOD	525.00
SUBTOTAL PAPER CHECK				\$664,239.95

ACH TRANSACTION

*	008847	ABS- AUTOMATED BENEFIT SVCS, INC	13,990.20
	007288	ABC HARLEY-DAVIDSON INC.	2,028.08
	003243	AMERICAN PRINTING SERVICES INC	1,345.00
	000518	BELL EQUIPMENT COMPANY	127.19
*	003282	LISA MARIE BRADLEY	624.00
*	006380	C & S ICE RESURFACING SERVICES, INC	408.26
*	000243	GRAINGER	85.23
	001672	HAYES PRECISION INC	30.50
	008851	INSIGHT INVESTMENT	4,338.03
	000261	J.H. HART URBAN FORESTRY	9,686.00
	003458	JOE'S AUTO PARTS, INC.	144.43
*	007837	LARYSSA R KAPITANEC	243.00
	005876	KROPF MECHANICAL SERVICE COMPANY	205.00
*	003945	SANDRA LYONS	373.50
	001089	MUNICIPAL CODE CORP.	1,188.00
*	003352	JAMIE CATHERINE PILLOW	3,856.17
	008389	R.C. SYSTEMS, INC.	2,250.00
*	003554	RKA PETROLEUM	8,110.81
	000478	ROAD COMM FOR OAKLAND CO	80.82
*	000478	ROAD COMM FOR OAKLAND CO	8,602.02
	001181	ROSE PEST SOLUTIONS	71.00
*	005380	SALZBURG LANDSCAPE SUPPLY	2,495.00
	007278	WHITLOCK BUSINESS SYSTEMS, INC.	335.00
*	000306	WOLVERINE CONTRACTORS INC	1,495.00

City of Birmingham
Warrant List Dated 05/22/2019

Meeting of 06/03/2019

Check Number	Early Release	Vendor #	Vendor	Amount
SUBTOTAL ACH TRANSACTION				\$62,112.24
GRAND TOTAL				\$726,352.19

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



Mark Gerber
Finance Director/ Treasurer

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

City of Birmingham
Warrant List Dated 05/29/2019

Meeting of 06/03/2019

Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
266455	*	000855	48TH DISTRICT COURT	100.00
266456	*	000855	48TH DISTRICT COURT	100.00
266457	*	000855	48TH DISTRICT COURT	50.00
266458		MISC	ABELARDE, JOHN J	200.00
266459		006054	AGROSCAPING, INC.	17,390.00
266460		MISC	ALL SEASON WINDOW RESTORATION	100.00
266461		006092	ALLIANCE OF ROUGE COMMUNITIES	3,812.00
266462	*	003839	MATTHEW J. BARTALINO	513.30
266463		002231	BILLINGS LAWN EQUIPMENT INC.	114.46
266464		MISC	BIRMINGHAM BLOOMFIELD ART CENTER	362.78
266465	*	001086	CITY OF BIRMINGHAM	288.61
266466		009051	BLADES N FLAKES LANDSCAPING LLC	4,151.00
266467		MISC	BLOSSOMS	420.00
266469		003907	CADILLAC ASPHALT, LLC	1,050.18
266472		000571	CAR TRUCKING INC	1,300.00
266473		008540	CERTIFIED LABORATORIES	108.69
266474		MISC	CHRISTINE DALTON	500.00
266475		000605	CINTAS CORPORATION	193.39
266476	*	008955	COMCAST	111.85
266477	*	000627	CONSUMERS ENERGY	1,482.93
266478		001367	CONTRACTORS CONNECTION INC	361.55
266479		008582	CORE & MAIN LP	624.24
266480	*	008288	THOMAS BROOKS COWAN	66.99
266481		004386	CYNERGY PRODUCTS	1,140.26
266482		MISC	DANIEL JOSEPH LYNCH	5,900.00
266483		008641	DINGES FIRE COMPANY	126.00
266484		009073	DORSEY EMERGENCY MEDICAL ACADEMY	840.00
266485	*	000179	DTE ENERGY	18,698.43
266486	*	000179	DTE ENERGY	77.52
266487	*	000179	DTE ENERGY	47.24
266488	*	000179	DTE ENERGY	124.00
266489	*	000179	DTE ENERGY	485.61
266490		MISC	DUNRITE ROOFING AND SIDING COMPANY	100.00
266491		000196	EJ USA, INC.	1,389.48
266493		MISC	EMILY MINNS	27.60
266494		MISC	ERIC TAYLOR	100.00
266495	*	004514	FEDEX OFFICE	23.80
266496		MISC	FELICCIA CONSTRUCTION CO	100.00
266497		MISC	FLATROCK CONCRETE CONSTRUCTION	200.00
266498		007172	GARY KNUREK INC	1,930.14
266499		MISC	GGA SERVICES LLC	2,400.00
266500		MISC	GILBERT HOMES INC	2,500.00

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266501		MISC	GRACE BAPTIST CHURCH	500.00
266502		MISC	GREAVES INC/DBA MR ROOF	100.00
266503		MISC	GREGORY JAY TITTLE	100.00
266504		001531	GUNNERS METER & PARTS INC	1,270.00
266505		003132	HASTINGS AIR-ENERGY CONTROL INC	470.99
266507		MISC	HOME DEPOT USA INC	500.00
266508		007690	HORTMARK	736.36
266509		MISC	HUGHES BUILDING LLC	300.00
266510		MISC	HUGHES, JOHN	300.00
266511		MISC	IDEAL BUILDERS AND REMODELING INC	1,900.00
266512		MISC	J & J HOME IMPROVEMENT	100.00
266513		008564	JERRY'S TIRE	2,136.00
266514		000347	JOHN R. SPRING & TIRE CENTER INC.	2,528.18
266515		MISC	KENNETH DUANE TURTON	100.00
266516		MISC	L & A CONSTRUCTION	200.00
266517		MISC	LIVE WELL CUSTOM HOMES LLC	900.00
266518		MISC	MAINSTREET DESIGN BUILD	200.00
266519		MISC	MAMATAS, NIKOLAS	2,000.00
266520		MISC	MASSIMO D AGOSTINO	200.00
266521		000888	MCKENNA ASSOCIATES INC	42,607.50
266522		MISC	MGA ROOFING LLC	100.00
266523		MISC	Michael Pilles	100.00
266524	*	007659	MICHIGAN.COM #1008	65.00
266525		MISC	MNC & ANC PROFESSIONAL SERVICES	200.00
266526		MISC	MODIFIED ROOFING & CONSTR.	100.00
266527		MISC	MUNACO LANDSCAPE	100.00
266528		008437	NAGY DEVLIN LAND DESIGN LLC	4,080.00
266529		MISC	NELSON BROS SWR & PLBG SVC INC	75.00
266530		008687	NORTH BREATHING AIR, LLC	120.00
266531		MISC	OAKES ROOFING SIDING & WINDOWS INC	100.00
266532	*	000481	OFFICE DEPOT INC	434.32
266533		MISC	ON THE LEVEL HOME IMPROVEMENT	100.00
266534	*	003881	ORKIN PEST CONTROL	100.00
266535		MISC	OSCAR W. LARSON COMPANY	200.00
266536	*	007633	CASEY PEDERSEN	258.31
266537		008821	POLLARDWATER	73.93
266538		001263	POSITIVE PROMOTIONS INC	331.50
266539		004137	R & R FIRE TRUCK REPAIR INC	513.50
266540		002405	R.D. WHITE CO., INC.	285.00
266541		MISC	RONIN CONSTRUCTION LLC	100.00
266542		MISC	ROSS & BARR INC.	100.00
266543		MISC	RUDNICK, MATTHEW E	100.00
266544	*	008073	SITEONE LANDSCAPE SUPPLY, INC	507.46

City of Birmingham
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Check Number	Early Release	Vendor #	Vendor	Amount
266545		MISC	SOMERSET PAINTING & HOME IMPROVEMEN	100.00
266546		MISC	STERLING DEVELOPMENT CORP	500.00
266547		004544	STRYKER SALES CORPORATION	3,298.51
266548	*	008507	SUPERFLEET MASTERCARD PROGRAM	196.74
266549		008748	TECHSEVEN COMPANY	5,765.00
266550		009035	THE HOSE MONSTER COMPANY	982.00
266554		MISC	TRADEMARK CONSTRUCTION SERVICES	1,000.00
266555		MISC	TRESNAK CONSTRUCTION INC	100.00
266556		MISC	TRI PHASE COMMERCIAL CONST LLC	200.00
266557	*	000158	VERIZON WIRELESS	682.04
266558	*	000158	VERIZON WIRELESS	1,241.31
266559	*	000158	VERIZON WIRELESS	126.17
266560	*	009036	TIM WILCZEK	80.00
266561		003427	TEREZ WILLIS	69.00
266562		MISC	Young h Hwang	95.00
SUBTOTAL PAPER CHECK				\$149,340.87
<u>ACH TRANSACTION</u>				
	*	002284	ABEL ELECTRONICS INC	1,524.81
	*	008847	ABS- AUTOMATED BENEFIT SVCS, INC	26,454.02
		007345	BEVERLY HILLS ACE	286.23
		000207	EZELL SUPPLY CORPORATION	436.15
		007314	FLEIS AND VANDENBRINK ENG. INC	8,630.15
		002407	J & B MEDICAL SUPPLY	602.50
		000261	J.H. HART URBAN FORESTRY	11,246.00
		000186	JACK DOHENY COMPANIES INC	303.28
		003458	JOE'S AUTO PARTS, INC.	331.81
		006370	KLM SCAPE & SNOW LLC	23,424.99
		006359	NYE UNIFORM COMPANY	623.15
		001062	QUALITY COACH COLLISION	310.00
		000254	SOCRRA	64,056.00
		000273	TERMINAL SUPPLY CO.	133.06
		000278	TROY AUTO GLASS CO INC	820.46
		000298	VESCO OIL CORPORATION	83.25
SUBTOTAL ACH TRANSACTION				\$139,265.86

City of Birmingham
Warrant List Dated 05/29/2019

Meeting of 06/03/2019

Check Number	Early Release	Vendor #	Vendor	Amount
GRAND TOTAL				\$288,606.73

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



Mark Gerber
Finance Director/ Treasurer

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



MEMORANDUM

Clerk's Office

DATE: May 24, 2019
TO: Joseph A. Valentine, City Manager
FROM: J. Cherilynn Mynsberge, City Clerk
SUBJECT: Birmingham Seaholm Harriers 5K Walk/Run

INTRODUCTION:

Birmingham Seaholm Harriers submitted a Special Event application for the Harriers 5K walk/run to be held Sunday, August 4, 2019 from 9:00 AM-12:00 PM. Set-up will take place on the day of the event from 7:00 AM – 9:00 AM. Tear-down will be at the conclusion of the event until 1:00 PM.

Seaholm H.S. Harriers and Oral Cancer Awareness hold this event jointly beginning at Seaholm H.S. and continuing through the neighborhood streets.

BACKGROUND:

Prior to application submission the Police Department reviewed the proposed event details for street closures and the need for safety personnel and approved the details. DPS, Planning, Building, Police, Fire, and Engineering have indicated their approval. SP+ Parking has been notified of the event for planning purposes.

The following events occur in August in Birmingham and do not pose a conflict for this event:

Farmers Market	Sundays	Lot 6
In the Park concerts	Wednesdays	Shain Park
Cruise	Saturday, August 17	Woodward
Veterans Hospitality Tent	Saturday, August 17	Woodward
		Camera
Blessing of the Animals (tentative)	Sunday, August 18	Shain Park
Movies in Booth Park	Friday, August 23	Booth Park

LEGAL REVIEW:

n/a

FISCAL IMPACT:

n/a

SUMMARY

The City Commission is being asked to approve a special event permit for the Birmingham Seaholm Harriers 5K walk/run to be held on Sunday, August 4th, with set-up to begin at 7:00 AM and tear-down on August 4th at the conclusion of the event until approximately 1:00 PM.

ATTACHMENTS:

1. Special Event application
2. Notification letter with map of event area distributed to residents/businesses within 300 feet of the event area on May 18, 2019. Notification addresses are on file in the Clerk's Office.
3. Department Approval page with comments and estimated costs

SUGGESTED RESOLUTION:

To approve a special event permit as requested by Birmingham Seaholm Harriers for the Birmingham Seaholm Harriers 5K walk/run on Sunday, August 4, 2019 from 9:00 AM – 12:00 PM, with set-up and tear-down on August 4th, 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.

6/3/19

19-00011543

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

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

Police Department acknowledgement: _____

I. EVENT DETAILS

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

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

(Please print clearly or type)

Date of Application

April 22, 2019

Name of Event

Birmingham Harriers 5k

Detailed Description of Event (attach additional sheet if necessary)

See attached

Location

Seaholm High School and neighborhood

Date(s) of Event

Sunday, August 4

Hours of Event

9 am - 12 noon

Date(s) of Set-up

Aug 4th

Hours of Set-up

7 am - 9 am

NOTE: No set-up to begin before 7:00 AM, per City ordinance.

Date(s) of Tear-down

Sunday, Aug 4

Hours of Tear-down

12 - 1 pm

Organization Sponsoring Event

Birming Harriers

Organization Address

675 Yarmouth

Organization Phone

734 358 4110

Contact Person

Terri McCardell

Contact Phone

734 358 4110

Contact Email

terrimeccardell@gmail.com

II. EVENT INFORMATION

1. Organization Type Community Group
(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.) Oral Cancer
Awareness Michigan
3. Is the event a fundraiser? YES ☒ NO ☐
List beneficiary Birmingham Harriers
List expected income \$3,000
Attach information about the beneficiary.
4. First time event in Birmingham? YES ☐ NO ☒
If no, describe _____
5. Total number of people expected to attend per day 300
6. The event will be held on the following City property: (Please list) See attached
☐ Street(s) _____
☐ Sidewalk(s) _____
☐ Park(s) _____
7. Will street closures be required? YES ☒ NO ☐
(Police Department acknowledgement prior to submission of application is required) (initial here) [Signature]
8. What parking arrangements will be necessary to accommodate attendance? Seaholm Lots

9. Will staff be provided to assist with safety, security and maintenance? YES ☒ NO ☐
If yes, please provide number of staff to be provided and any specialized training received.

Describe _____

10. Will the event require safety personnel (police, fire, paramedics)? YES ☒ NO ☐
(Police Department acknowledgement prior to submission of application is required.) (initial here) [Signature]

Describe _____

11. Will alcoholic beverages be served? YES ☐ NO ☒
If yes, additional approval by the City Commission is required, as well as the Michigan Liquor Control Commission.

12. Will music be provided? YES ☐ NO ☒
_____ Live _____ Amplification _____ Recorded _____ Loudspeakers
Time music will begin _____
Time music will end _____
Location of live band, DJ, loudspeakers, equipment must be shown on the layout map.

13. Will there be signage in the area of the event? YES ☒ NO ☐
Number of signs/banners Approximately 10 on School property
Size of signs/banners Yard sign size mile markers
Submit a photo/drawing of the sign(s). **A sign permit is required.**

14. Will food/beverages/merchandise be sold? YES ☐ NO ☒
 - Peddler/vendor permits must be submitted to the Clerk's Office, **at least two weeks prior to the event.**
 - You must obtain approval from the Oakland County Health Department for all food/beverage sales/donations. Contact ehclerk@oakgov.com or 248-535-9612 to obtain Health Department approval.
 - There is a \$50.00 application fee for all vendors and peddlers, in addition to the \$10.00 daily fee, per location.

DESCRIPTION: This is a 5K (3.1 mile) road running race to raise money for the Birmingham Harriers, which supports Seaholm Running Programs. The event will take place at Seaholm High School, but includes the use of roads around the school. Please find enclosed the course map. The race begins promptly at 9am. Roads will be opened as soon as all participants have passed a given barrier. This event is co-sponsored with the Oral Cancer Awareness Michigan.

LOCATION: Course Start will be on Midvale Street and the Finish will be at Seaholm High School track. The course will include the following streets: Midvale Street, Berwyn Street, Avon Street, Argyle Street, , Midvale Street, Larchlea Street, Lincoln Street, Arlington Street, Shirley Street, and Woodlea Court. Although not part of the race route, Wellesley Street will be affected for the very beginning of the race, which starts at 9 AM.

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

N/A

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

III. EVENT LAYOUT

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

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

EQUIPMENT	QUANTITY	COST	NOTES
Picnic Tables		6 for \$500.00	A request for more than six tables will be evaluated based on availability.
Trash Receptacles		\$6.00 each includes 1 bag. For additional bags, the cost is \$32/per case.	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		\$350.00/per dumpster 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		\$224.75/per hydrant. Includes the use of 5,000 gallons of water. Any additional water usage will be billed.	Applicant must supply their own means of disposal for all sanitary waste water. Waste water is NOT allowed to be poured into the street or on the grass.
Audio System		\$200.00 per day	Must meet with City representative.
Meter Bags / Traffic Cones / Barricades	# to be determined by the Police Department.		

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

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

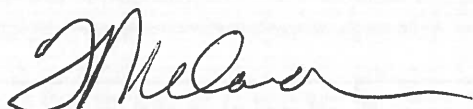
ON
SEAHOLM
WFIELD

SIGNATURE OF APPLICANT REQUIRED

EVENT NAME Birmingham Harpers Sk
EVENT DATE Sunday August 4, 2019

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

4-22-19

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.

SEAHOLM HIGH SCHOOL ATHLETIC DEPARTMENT

Aaron Frank, Athletic Director • af02bps@birmingham.k12.mi.us
2436 W. Lincoln • Birmingham, MI 48009 • Phone (248) 203-3773 • Fax (248) 203-3713



April 22, 2019

HOLD HARMLESS AGREEMENT

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

Sincerely,

Aaron Frank, CAA
Athletic Director
Seaholm High School
Birmingham Public Schools



SPECIAL EVENT REQUEST NOTIFICATION LETTER

DATE: Monday, April 22, 2019

TO: Property Owner
Birmingham, MI 48009

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

EVENT NAME: Birmingham Harriers 5K Run/Walk

LOCATION: Course Start will be on Midvale Street and the Finish will be at Seaholm High School track. The course will include the following streets: Midvale Street, Berwyn Street, Avon Street, Argyle Street, Midvale Street, Larchlea Street, Lincoln Street, Arlington Street, Shirley Street, and Woodlea Court. Although not part of the race route, Wellesley Street will be affected for the very beginning of the race, which starts at 9 AM.

DATE OF EVENT: Sunday, August 4, 2018

HOURS OF EVENT: Race start 9AM. The last participant done by 10:30 AM.

DESCRIPTION: This is a 5K (3.1 mile) road running race to raise money for the Birmingham Harriers, which supports Seaholm Running Programs. The event will take place at Seaholm High School, but includes the use of roads around the school. Please find enclosed the course map. The race begins promptly at 9am. Roads will be opened as soon as all participants have passed a given barrier. This event is co-sponsored with the Oral Cancer Awareness Michigan.

TIME OF SET-UP: Saturday 6:00 PM to 8:00 AM Sunday 7:30 AM

TIME OF TEAR DOWN: 11 AM to 12PM

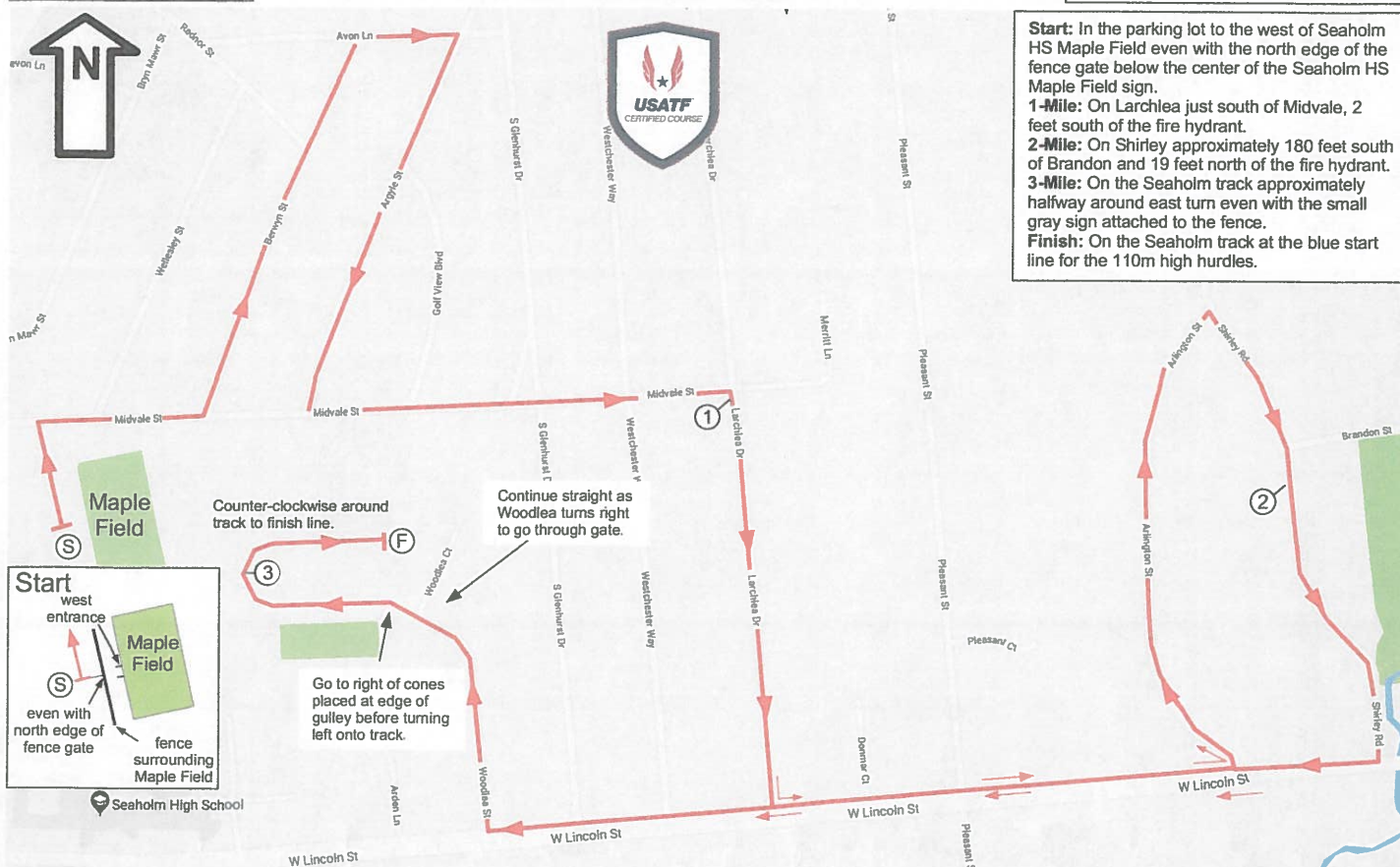
DATE OF CITY COMMISSION MEETING: Monday, June 3. The City commission meets in room 205 of the Municipal Building at 151 Martin at 7:30PM. **A complete copy of the application to hold this special event is available for your review at the City Clerk's Office (248/530-1880).**

EVENT ORGANIZER and EVENT DAY CONTACT: Birmingham Harriers/Seaholm Cross Country: Teresa (Terri) McCardell **PHONE:** 734-358-4110 **ADDRESS:** 675 Yarmouth, Bloomfield Township, 48301 **Oral Cancer Awareness of Michigan:** Jennifer Menser, RDH **PHONE:** 248-343-5467 **ADDRESS:** 47448 Pontiac Trail, Ste #255 Wixom, MI 48393

USATF Certificate
MI18019MN

Birmingham Harriers 5k Run/Walk
Birmingham, Michigan

Effective Dates
13-JUL-2018 to 31-DEC-2028



Unless otherwise noted, runners can use the entire width of all roads in order to follow the shortest possible route.

Measured by
Mark Neal
runnermark@gmail.com
1-JUL-2018



Road Running Technical Council
USA Track & Field
Measurement Certificate



Name of course Birmingham Harriers 5k Run/Walk Distance 5 km
Location (state) Michigan (city) Birmingham
Type of course: ☒ road race ☐ calibration
Measuring Methods: ☒ bicycle ☐ steel tape ☐ electronic distance meter
Measured by (name, address, phone & e-mail) Mark Neal
323 Griggs Street, Rochester, MI, 48307, 248-894-3846, runnermark@gmail.com
Race Contact (name, address, phone & email) Teresa McCardell
675 Yarmouth, Bloomfield Township, MI, 734-358-4110, terrimccardell@gmail.com

DEPARTMENT APPROVALS

EVENT NAME SEAHOLM HARRIERS 5K

LICENSE NUMBER #19-00011543

COMMISSION HEARING DATE: JUNE 3, 2019

NOTE TO STAFF: Please submit approval by **MAY 1, 2019**

DATE OF EVENT: AUG. 4, 2019

DEPARTMENT	APPROVED	COMMENTS	PERMITS REQUIRED (Must be obtained directly from individual departments)	ESTIMATED COSTS (Must be paid two weeks prior to the event. License will not be issued if unpaid.)	ACTUAL COSTS (Event will be invoiced by the Clerk's office after the event)
PLANNING 101-000.000-634.0005 248.530.1855	BC	No Cost No Comment			
BUILDING 101-000.000.634.0005 248.530.1850	MJM	No Building Department involvement	Tents over 120 sq ft	\$0	
FIRE 101-000.000-634.0004 248.530.1900	JMC	<ol style="list-style-type: none">1. No Smoking in any tents or canopy. Signs to be posted.2. All tents and Canopies must be flame resistant with certificate on site.3. No open flame or devices emitting flame, fire or heat in any tents. Cooking devices shall not be permitted within 20 feet of the tents.4. Tents and Canopies must be properly anchored for the weather conditions, no stakes allowed.5. Clear Fire Department access of 12 foot aisles must be maintained, no tents, canopies or other obstructions in the access aisle unless approved by the Fire		\$0	

		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.			
POLICE 101-000.000.634.0003 248.530.1870	SG	Personnel and Barricades for road closures and directing traffic.		\$550	
PUBLIC SERVICES 101-000.000-634.0002 248.530.1642	Carrie Laird	Barricade placement must done by DPS staff.		\$225	
ENGINEERING 101-000.000.634.0002 248.530.1839	A.F.	No Comments	None	\$0	\$0
SP+ PARKING					

INSURANCE 248.530.1807	CA	Hold Harmless in file; school to send COI	None	\$0	\$0
CLERK 101-000.000-614.0000 248.530.1803		Notification letters mailed by applicant on _____. 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 7/20/19.	Applications for vendors license must be submitted no later than 7/20/19.	\$165 pd	
				TOTAL DEPOSIT REQUIRED \$775.00	ACTUAL COST

FOR CLERK'S OFFICE USE

Deposit paid _____

Actual Cost _____

Due/Refund _____

Rev. 5/23/19

h:\shared\special events\general information\approval page.doc



MEMORANDUM

Clerk's Office

DATE: May 24, 2019
TO: Joseph A. Valentine, City Manager
FROM: J. Cherilynn Mynsberge, City Clerk
SUBJECT: Oral Cancer Awareness Michigan

INTRODUCTION:

The Oral Cancer Awareness MI submitted a Special Event application for the Oral Cancer Awareness 5K walk/run to be held Sunday, August 4, 2019 from 9:00 AM-12:00 PM. Set-up will take place on the day of the event from 7:00 AM – 9:00 AM 12:00 noon-8:00 PM. Tear-down will begin at the conclusion of the event until-1:00 PM.

Oral Cancer Awareness and the Seaholm H.S. Harriers hold this event jointly beginning at Seaholm H.S. and continuing through the neighborhood streets.

BACKGROUND:

Prior to application submission the Police Department reviewed the proposed event details for street closures and the need for safety personnel and approved the details. DPS, Planning, Building, Police, Fire, and Engineering have indicated their approval. SP+ Parking has been notified of the event for planning purposes.

The following events occur in August in Birmingham and do not pose a conflict for this event:

Farmers Market	Sundays	Lot 6
In the Park concerts	Wednesdays	Shain Park
Cruise	Saturday, August 17	Woodward
Veterans Hospitality Tent	Saturday, August 17	Woodward
		Camera
Blessing of the Animals (tentative)	Sunday, August 18	Shain Park
Movies in Booth Park	Friday, August 23	Booth Park

LEGAL REVIEW:
n/a

FISCAL IMPACT:
n/a

SUMMARY

The City Commission is being asked to approve a special event permit for the Oral Cancer Awareness 5K walk/run to be held on Sunday, August 4th, with set-up to begin at 7:00 A.M. and tear-down on August 4th at the conclusion of the event until approximately 1:00 PM.

ATTACHMENTS:

1. Special Event application
2. Notification letter with map of event area distributed to residents/businesses within 300 feet of the event area on May 18, 2019. Notification addresses are on file in the Clerk's Office.
3. Department Approval page with comments and estimated costs

SUGGESTED RESOLUTION:

To approve a special event permit as requested by Oral Cancer Awareness for the Oral Cancer Awareness 5K walk/run on Sunday, August 4, 2019 from 9:00 AM – 12:00 PM, with set-up on August and tear-down on August 4th, 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.

19-00011556

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

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

Police Department acknowledgement:

I. EVENT DETAILS

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

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

(Please print clearly or type)

Date of Application 4-17-19

Name of Event Oral Cancer Awareness Michigan

Detailed Description of Event (attach additional pages if needed)

Detailed Description of Event (attach additional sheet if necessary)

5K walk/run w/ Stephen Harrison

Location Stanhope HS

Date(s) of Event 8-4-19 Hours of Event 9am - 12pm

Date(s) of Set-up 8-4-19 Hours of Set-up 7AM-9AM

NOTE: No set-up to begin before 7:00 AM, per City ordinance.

Date(s) of Tear-down 8-4-19 Hours of Tear-down 12-1pm

Organization Sponsoring Event Oral Cancer Awareness Month

Organization Address 4744B Pontiac TPC. #255 Wixom MI 48393

Organization Phone 248-343-5467

Contact Person Jennita Menser

Contact Phone 248-343-5467

Contact Email Support@onecancerml.org

II. EVENT INFORMATION

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

3. Is the event a fundraiser? YES ☒ NO ☐
List beneficiary _____
List expected income _____
Attach information about the beneficiary.
4. First time event in Birmingham? YES ☐ NO ☒
If no, describe _____

5. Total number of people expected to attend per day 200
6. The event will be held on the following City property: (Please list)
☒ Street(s) map provided for walk

☐ Sidewalk(s) _____

☐ Park(s) _____

7. Will street closures be required? YES ☒ NO ☐
(Police Department acknowledgement prior to submission of application is required) (initial here) _____
8. What parking arrangements will be necessary to accommodate attendance? Ø

9. Will staff be provided to assist with safety, security and maintenance? YES ☒ NO ☐
If yes, please provide number of staff to be provided and any specialized training received.

Describe 20 Staff members trained

10. Will the event require safety personnel (police, fire, paramedics)? YES ☒ NO ☐
(Police Department acknowledgement prior to submission of application is required.) (initial here) _____

Describe _____

11. Will alcoholic beverages be served? YES ☐ NO ☒
If yes, additional approval by the City Commission is required, as well as the Michigan Liquor Control Commission.

12. Will music be provided? YES ☐ NO ☒
_____ Live _____ Amplification _____ Recorded _____ Loudspeakers

Time music will begin _____

Time music will end _____

Location of live band, DJ, loudspeakers, equipment must be shown on the layout map.

13. Will there be signage in the area of the event? YES ☐ NO ☒

Number of signs/banners _____

Size of signs/banners _____

Submit a photo/drawing of the sign(s). **A sign permit is required.**

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

- Peddler/vendor permits must be submitted to the Clerk's Office, **at least two weeks prior to the event.**
- You must obtain approval from the Oakland County Health Department for all food/beverage sales/donations. Contact ehclerk@oakgov.com or 248-535-9612 to obtain Health Department approval.
- There is a \$50.00 application fee for all vendors and peddlers, in addition to the \$10.00 daily fee, per location.

SIGNATURE OF APPLICANT REQUIRED

EVENT NAME Oral Cancer Awareness Michigan
EVENT DATE 8-4-19

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.

Jennifer Menser 4-18-19
Signature Date

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


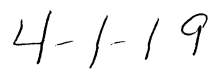
- Organizer must notify all potentially affected residential property and business owners of the date and time this application will be considered by the City Commission. *(Sample letter attached to this application.)*
- Attach a copy of the proposed letter to this application. The letter will be reviewed 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.



April 1, 2019

HOLD-HARMLESS AGREEMENT

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

Applicant's signature  Date 



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/30/2019

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

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

PRODUCER VTC Insurance Group 1175 W. Long Lake, Suite 200 PO Box 4960 Troy MI 48098-4960		CONTACT NAME: PHONE (A/C, No. Ext): (248) 828-3377 FAX (A/C, No): (248) 828-3741 E-MAIL ADDRESS:	
INSURED Oral Cancer Awareness Michigan 47448 Pontiac Trail #255 Wixom MI 48393		INSURER(S) AFFORDING COVERAGE INSURER A: USLI INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 701148	

COVERAGES**CERTIFICATE NUMBER:** SPECIAL EVENT CERT**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: SPECIAL EVENT		X	MSE019A7251	08/04/2019	08/04/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Where required by written contract, The City of Birmingham, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof are additional insured on the General Liability policy with respects to ongoing operations performed by the named insured. Where required by written contract, additional insured coverage provided under the General Liability policy applies on a primary and noncontributory basis.

CERTIFICATE HOLDER**CANCELLATION**

City of Birmingham
151 Martin Street
Birmingham, MI 48009

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

AUTHORIZED REPRESENTATIVE

Jeffrey Hamlin/SLUARK

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SPECIAL EVENT REQUEST NOTIFICATION LETTER

DATE: Monday, April 22, 2019

TO: Property Owner
Birmingham, MI 48009

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

EVENT NAME: Birmingham Harriers 5K Run/Walk

LOCATION: Course Start will be on Midvale Street and the Finish will be at Seaholm High School track. The course will include the following streets: Midvale Street, Berwyn Street, Avon Street, Argyle Street, , Midvale Street, Larchlea Street, Lincoln Street, Arlington Street, Shirley Street, and Woodlea Court. Although not part of the race route, Wellesley Street will be affected for the very beginning of the race, which starts at 9 AM.

DATE OF EVENT: Sunday, August 4, 2018

HOURS OF EVENT: Race start 9AM. The last participant done by 10:30 AM.

DESCRIPTION: This is a 5K (3.1 mile) road running race to raise money for the Birmingham Harriers, which supports Seaholm Running Programs. The event will take place at Seaholm High School, but includes the use of roads around the school. Please find enclosed the course map. The race begins promptly at 9am. Roads will be opened as soon as all participants have passed a given barrier. This event is co-sponsored with the Oral Cancer Awareness Michigan.

TIME OF SET-UP: Saturday 6:00 PM to 8:00 AM Sunday 7:30 AM

TIME OF TEAR DOWN: 11 AM to 12PM

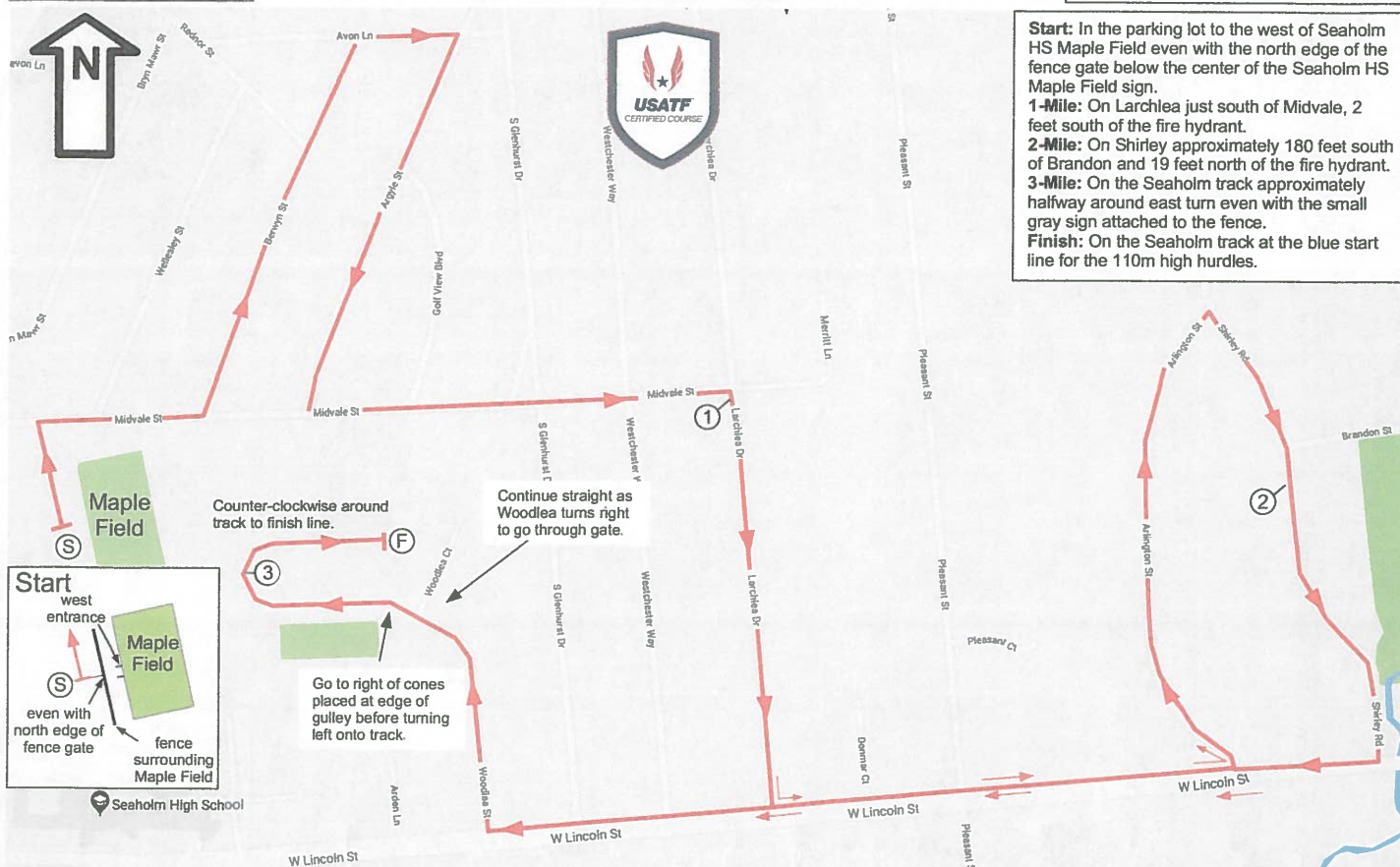
DATE OF CITY COMMISSION MEETING: Monday, June 3. The City commission meets in room 205 of the Municipal Building at 151 Martin at 7:30PM. **A complete copy of the application to hold this special event is available for your review at the City Clerk's Office (248/530-1880).**

EVENT ORGANIZER and EVENT DAY CONTACT: Birmingham Harriers/Seaholm Cross Country: Teresa (Terri) McCardell **PHONE:** 734-358-4110 **ADDRESS:** 675 Yarmouth, Bloomfield Township, 48301 **Oral Cancer Awareness of Michigan:** Jennifer Menser, RDH **PHONE:** 248-343-5467 **ADDRESS:** 47448 Pontiac Trail, Ste #255 Wixom, MI 48393

USATF Certificate
MI18019MN

Birmingham Harriers 5k Run/Walk
Birmingham, Michigan

Effective Dates
13-JUL-2018 to 31-DEC-2028



Start: In the parking lot to the west of Seaholm HS Maple Field even with the north edge of the fence gate below the center of the Seaholm HS Maple Field sign.
1-Mile: On Larchlea just south of Midvale, 2 feet south of the fire hydrant.
2-Mile: On Shirley approximately 180 feet south of Brandon and 19 feet north of the fire hydrant.
3-Mile: On the Seaholm track approximately halfway around east turn even with the small gray sign attached to the fence.
Finish: On the Seaholm track at the blue start line for the 110m high hurdles.

Unless otherwise noted, runners can use the entire width of all roads in order to follow the shortest possible route.

Measured by
Mark Neal
runnermark@gmail.com
1-JUL-2018



Road Running Technical Council
USA Track & Field
Measurement Certificate



Name of course Birmingham Harriers 5k Run/Walk Distance 5 km
Location (state) Michigan (city) Birmingham
Type of course: ☒ road race ☐ calibration
Measuring Methods: ☒ bicycle ☐ steel tape ☐ electronic distance meter
Measured by (name, address, phone & e-mail) Mark Neal
323 Griggs Street, Rochester, MI, 48307, 248-894-3846, runnermark@gmail.com
Race Contact (name, address, phone & email) Teresa McCardell
675 Yarmouth, Bloomfield Township, MI, 734-358-4110, terrimccardell@gmail.com

DEPARTMENT APPROVALS

EVENT NAME Oral Cancer Awareness Foundation 5K

LICENSE NUMBER #19-00011556

COMMISSION HEARING DATE: June 3, 2019

NOTE TO STAFF: Please submit approval by **May 13, 2019**

DATE OF EVENT: August 4, 2019

DEPARTMENT	APPROVED	COMMENTS	PERMITS REQUIRED (Must be obtained directly from individual departments)	ESTIMATED COSTS (Must be paid two weeks prior to the event. License will not be issued if unpaid.)	ACTUAL COSTS (Event will be invoiced by the Clerk's office after the event)
PLANNING 101-000.000-634.0005 248.530.1855	BC	No Cost No Comment			
BUILDING 101-000.000.634.0005 248.530.1850	MJM	No Building Department involvement	Tents over 120 Sqft.	\$0	
FIRE 101-000.000-634.0004 248.530.1900	JMC	<ol style="list-style-type: none"> 1. No Smoking in any tents or canopy. Signs to be posted. 2. All tents and Canopies must be flame resistant with certificate on site. 3. No open flame or devices emitting flame, fire or heat in any tents. Cooking devices shall not be permitted within 20 feet of the tents. 4. Tents and Canopies must be properly anchored for the weather conditions, no stakes allowed. 5. Clear Fire Department access of 12 foot aisles must be maintained, no tents, canopies or other obstructions in the access aisle unless approved by the Fire 		\$0	

		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. Do Not obstruct fire hydrants or fire sprinkler connections on buildings			
POLICE 101-000.000.634.0003 248.530.1870	SG	Personnel and Barricades. Costs on Harries Run Application.		\$550	\$0
PUBLIC SERVICES 101-000.000-634.0002 248.530.1642	Carrie Laird	Barricades will already be placed from the Seaholm Run		\$225	
ENGINEERING 101-000.000.634.0002 248.530.1839	A.F.	No Comments	None	\$0	\$0
SP+ PARKING					

INSURANCE 248.530.1807	CA	Hold Harmless on file in Clerk's Office; COI approved	None	\$0	\$0
CLERK 101-000.000-614.0000 248.530.1803		Notification letters mailed by applicant on 5/18/19. Notification addresses on file in the Clerk's Office.	Applications for vendors license must be submitted no later than 7/19/19	\$165 pd	
				TOTAL DEPOSIT REQUIRED \$775	ACTUAL COST

FOR CLERK'S OFFICE USE

Deposit paid _____

Actual Cost _____

Due/Refund_____



MEMORANDUM

Finance Department

DATE: May 29, 2019
TO: Joseph A. Valentine, City Manager
FROM: Mark Gerber, Director of Finance/Treasurer
SUBJECT: Cultural Council 2019-2020 Service Agreement

INTRODUCTION:

The City contracts with outside agencies which provide services that benefit the community and are not provided by City operations. These contracts are reviewed on an annual basis along with a description of services to be provided in the next fiscal year and a summary of services provided in the current fiscal year.

BACKGROUND:

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

LEGAL REVIEW:

The City attorney has reviewed and approved the contract with Cultural Council.

FISCAL IMPACT:

Cultural Council is requesting funding totaling \$4,200 for fiscal year 2019-2020. This is the same funding as fiscal year 2018-2019. Funding has been approved in the fiscal year 2019-2020 budget in account 101-299.000-811.0000 for this expenditure.

SUMMARY:

Based on the services that Cultural Council provides and the direct benefit to the City, it is recommended that the City Commission approve Cultural Council's funding request in the amount of \$4,200.

ATTACHMENTS:

1. Contract with Cultural Council for fiscal year 2019-2020
2. Attachment A – Summary of Services to be Provided – Fiscal Year 2019-2020
3. Attachment B – Summary of Services Provided – Fiscal Year 2018-2019

SUGGESTED RESOLUTION:

To approve the service agreement with Cultural Council in the amount of \$4,200 for services described in Attachment A of the agreement for fiscal year 2019-2020, account number 101-299.000-811.0000, and further direct the Mayor and City Clerk to sign the agreement on behalf of the City.

SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement"), made this 5 day of MAY, 2018 by and between the **CITY OF BIRMINGHAM**, having its principal office at 151 Martin Road, Birmingham, MI 48009 ("CITY"), and Cultural Council of Birmingham Bloomfield , whose address is P.O. Box 465 Birmingham, Mi. 48012 ("SERVICE PROVIDER"), provides as follows:

WITNESSETH:

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

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

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

1. SERVICE PROVIDER shall perform the services as set forth on Attachment A. The type, nature and scope may be changed if mutually agreed upon in writing by SERVICE PROVIDER and the CITY.
2. The CITY shall pay a total of \$ 4200.00 to SERVICE PROVIDER for the performance of this Agreement, which amount shall compensate SERVICE PROVIDER for all aspects of the services to be performed including, but not limited to, all preparation, coordination, management, staffing and all other services incidental thereto. Payment shall be made to SERVICE PROVIDER pursuant to the schedule contained in Attachment A.
3. All services performed shall be of the highest quality and standards that meet or exceed that which is required and expected in that service industry.

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

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

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

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

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

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

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

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

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

- C. Motor Vehicle Liability: SERVICE PROVIDER shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than \$ 1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- D. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be *Additional Insureds*: The City of Birmingham, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary and any other insurance maintained by the additional insureds shall be considered to be excess and non-contributing with this insurance required from SERVICE PROVIDER under this Section.
- E. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal shall be sent to: Finance Department, City of Birmingham, P.O. Box 3001, 151 Martin Street, Birmingham, Michigan 48012.
- F. Proof of Insurance Coverage: SERVICE PROVIDER shall provide the CITY at the time the contracts are returned for execution, Certificates of Insurance and/or policies, acceptable to the CITY, as listed below.
1. Two (2) copies of Certificate of Insurance for Workers' Compensation;
 2. Two (2) copies of Certificate of Insurance for Commercial General Liability;
 3. Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
 4. If so requested, Certified Copies of all policies mentioned above will be furnished.
- G. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, SERVICE PROVIDER shall deliver renewal certificates and/or policies to the CITY at least (10) days prior to the expiration date.

12. If, after the effective date of this Agreement, any official of the CITY or spouse, child, parent or in-law, of such official or employee shall become directly or indirectly interested in this

Agreement, or the affairs of SERVICE PROVIDER, the CITY shall have the right to terminate this Agreement without further liability to SERVICE PROVIDER if the disqualification has not been removed within thirty (30) days after the CITY has given SERVICE PROVIDER notice of the disqualifying interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.

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

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

15. SERVICE PROVIDER and the CITY agree that SERVICE PROVIDER shall be liable for its own actions and neither SERVICE PROVIDER nor its employees or contractors shall be construed as employees of the CITY. Neither party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as specifically outlined herein. SERVICE PROVIDER, including its employees and contractors, shall not be considered entitled or eligible to participate in any benefits or privileges given or extended by the CITY, or be deemed an employee of the CITY for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation and other employer contributions on behalf of SERVICE PROVIDER or SERVICE PROVIDER's employees or contractors.

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

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

THE CITY OF BIRMINGHAM

By: _____
Patricia Bordman, Mayor


By: _____
J. Cherilynn Mynsberge, City Clerk

[SERVICE PROVIDER]

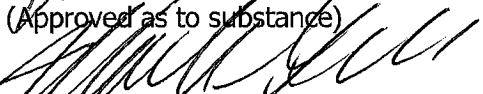
By: Laurie Tennent , President

Its: Laurie Tennent

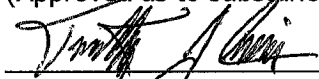
APPROVED:



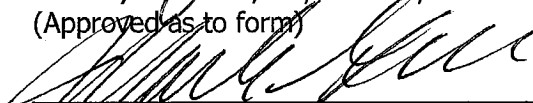
Joseph A. Valentine, City Manager
(Approved as to substance)



Department Head
(Approved as to substance)



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



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

ATTACHMENT A

I. Funding Request: \$4,200.00

A. CityScapes \$3,979.00

B. Cultural Awards 221.00

TOTAL \$4,200

II Amount of Funding Previously Received From City: \$4,200

III. Organization's Purpose or Mission with Emphasis on how Organization Serves the City:

The Cultural Council of Birmingham/Bloomfield promotes the area as an arts and cultural center and serves as an information resource, catalyst, and advocate for cultural resources in the City of Birmingham as well as the greater community it serves as a "downtown" center.

Increases in cultural programming have been demonstrated to result in enhanced community image, appeal to educated citizens, increased desirability as a city to live in and visit, sustained residential property value, and overall citizen satisfaction. The strategic partnership between the Cultural Council and the City of Birmingham results in unique programming that contributes to the quality of life, the economy and the vibrancy of the City.

The main activities of this service to the City and CityScapes are a visible expression of the City of Birmingham moniker, *A Walkable Community*. CityScapes contributes to Birmingham as a destination downtown, strengthen visibility for residential and business concerns through increased foot traffic and media publicity, provide diversion and entertainment for residents and visitors, and enhance the image and reputation of the City of Birmingham as a special place to live, work, do business and pursue recreational activities.

IV. Date(s) of Service(s):

CityScapes Ongoing throughout the year

Cultural Council Awards October 2018

V. Description of Services to be Provided (Scope of Work):

CITYSCAPES, a joint project of the City of Birmingham Public Arts Board and the Cultural Council of Birmingham/Bloomfield, through the Joint Committee for CityScapes, installs outdoor sculptures at designated locations throughout downtown Birmingham. The present program is a revival of a Cultural Council program originally created in 1990 that had languished for a time following City establishment of the Public Arts Board. The Cultural Council acts as contractor

ATTACHMENT A - continued

VI. Describe Direct Benefit of Services to Birmingham Residents:

Cultural Council services to the City of Birmingham as outlined above strengthen the resources of the Public Arts Board for the placement of art in public places, contribute to Birmingham as a destination downtown, strengthen visibility for residential and business concerns through increased foot traffic and media publicity, provide diversion and entertainment for residents and visitors, and enhance the image and reputation of the City of Birmingham as a special place to live, work, do business and pursue recreational activities.

First Quarter (July 1, 2018 – September 30, 2018)

[illegible]

Second Quarter (October 1, 2018 – December 31, 2018)

[illegible]

Name of Organization: Cultural Council of Birmingham Bloomfield

Third Quarter (January 1, 2019 – March 31, 2019)

[illegible]

Fourth Quarter (April 1, 2019 – June 30, 2019)

[illegible]



CULTU-1

OP ID: NT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/23/2019

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

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

PRODUCER TFC O'Connell Agency 27500 Farmington Rd Farmington Hills, MI 48334 Nancy A. O'Connell		248-848-1900		CONTACT NAME: Nancy A. O'Connell PHONE (A/C, No, Ext): 248-848-1900 FAX (A/C, No): 248-848-1912 E-MAIL ADDRESS: noconnell@tfcassoc.com	
INSURED Cultural Council of B'ham/Bfld P.O. Box 465 Birmingham, MI 48012-0465				INSURER(S) AFFORDING COVERAGE INSURER A: Auto Owners Insurance Co. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
				NAIC # 18988	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		04108614	07/15/2019	07/15/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER

CANCELLATION

City of Birmingham Attn: Finance Department P.O. Box 3001 Birmingham, MI 48012-1669	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Nancy A. O'Connell
--	--



Cultural Council of Birmingham Bloomfield
P.O. Box 465 Birmingham, MI. 48012

MAY 25, 2019

CITY OF BIRMINGHAM
MARK GERBER
151 Martin Street, P.O. Box 3001
Birmingham, MI. 48012

To whom it may concern,

This letter is to confirm the following:

Worker compensation coverage is not required for the Cultural Council of Birmingham Bloomfield due to the fact all of the staff are volunteers. There are no employees.

Auto Insurance Coverage is not required for the CCBB due to the fact that CCBB does not own any automobiles and no autos are utilized for services provided.

Sincerely,

Laurie Tennent

Laurie Tennent
President, CCBB



MEMORANDUM

Finance Department

DATE: May 21, 2019
TO: Joseph A. Valentine, City Manager
FROM: Mark Gerber, Director of Finance/Treasurer
SUBJECT: Next 2019-2020 Service Agreement

INTRODUCTION:

The City contracts with outside agencies which provide services that benefit the community and are not provided by City operations. These contracts are reviewed on an annual basis along with a description of services to be provided in the next fiscal year and a summary of services provided in the current fiscal year.

BACKGROUND:

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

LEGAL REVIEW:

The City attorney has reviewed and approved the contract with Next.

FISCAL IMPACT:

Next is requesting funding totaling \$107,944 for fiscal year 2019-2020. This is an increase of \$3,144, or 3%, in funding from fiscal year 2018-2019. Funding has been approved in the fiscal year 2019-2020 budget in account 101-299.000-811.0000 for this expenditure.

SUMMARY:

Based on the services that Next provides and the direct benefit to the City, it is recommended that the City Commission approve Next's funding request in the amount of \$107,944.

ATTACHMENTS:

1. Contract with Next for fiscal year 2019-2020
2. Attachment A – Summary of Services to be Provided – Fiscal Year 2019-2020
3. Attachment B – Summary of Services Provided – Fiscal Year 2018-2019

SUGGESTED RESOLUTION:

To approve the service agreement with Next in the amount of \$107,944 for services described in Attachment A of the agreement for fiscal year 2019-2020, account number 101-299.000-811.0000, and further direct the Mayor and City Clerk to sign the agreement on behalf of the City.

SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement"), made this 13 day of May, 2018 by and between the **CITY OF BIRMINGHAM**, having its principal office at 151 Martin Road, Birmingham, MI 48009 ("CITY"), and Next, Your Place to Stay Active & Connected, whose address is 2121 Midvale, Birmingham MI 48009 ("SERVICE PROVIDER"), provides as follows:

WITNESSETH:

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

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

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

1. SERVICE PROVIDER shall perform the services as set forth on Attachment A. The type, nature and scope may be changed if mutually agreed upon in writing by SERVICE PROVIDER and the CITY.
2. The CITY shall pay a total of \$107,944.00 to SERVICE PROVIDER for the performance of this Agreement, which amount shall compensate SERVICE PROVIDER for all aspects of the services to be performed including, but not limited to, all preparation, coordination, management, staffing and all other services incidental thereto. Payment shall be made to SERVICE PROVIDER pursuant to the schedule contained in Attachment A.
3. All services performed shall be of the highest quality and standards that meet or exceed that which is required and expected in that service industry.

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

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

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

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

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

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

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

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

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

- C. Motor Vehicle Liability: SERVICE PROVIDER shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than \$ 1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- D. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be *Additional Insureds*: The City of Birmingham, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary and any other insurance maintained by the additional insureds shall be considered to be excess and non-contributing with this insurance required from SERVICE PROVIDER under this Section.
- E. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal shall be sent to: Finance Department, City of Birmingham, P.O. Box 3001, 151 Martin Street, Birmingham, Michigan 48012.
- F. Proof of Insurance Coverage: SERVICE PROVIDER shall provide the CITY at the time the contracts are returned for execution, Certificates of Insurance and/or policies, acceptable to the CITY, as listed below.
1. Two (2) copies of Certificate of Insurance for Workers' Compensation;
 2. Two (2) copies of Certificate of Insurance for Commercial General Liability;
 3. Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
 4. If so requested, Certified Copies of all policies mentioned above will be furnished.
- G. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, SERVICE PROVIDER shall deliver renewal certificates and/or policies to the CITY at least (10) days prior to the expiration date.

12. If, after the effective date of this Agreement, any official of the CITY or spouse, child, parent or in-law, of such official or employee shall become directly or indirectly interested in this

Agreement, or the affairs of SERVICE PROVIDER, the CITY shall have the right to terminate this Agreement without further liability to SERVICE PROVIDER if the disqualification has not been removed within thirty (30) days after the CITY has given SERVICE PROVIDER notice of the disqualifying interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.

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

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

15. SERVICE PROVIDER and the CITY agree that SERVICE PROVIDER shall be liable for its own actions and neither SERVICE PROVIDER nor its employees or contractors shall be construed as employees of the CITY. Neither party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as specifically outlined herein. SERVICE PROVIDER, including its employees and contractors, shall not be considered entitled or eligible to participate in any benefits or privileges given or extended by the CITY, or be deemed an employee of the CITY for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation and other employer contributions on behalf of SERVICE PROVIDER or SERVICE PROVIDER's employees or contractors.

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

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

THE CITY OF BIRMINGHAM

By: _____
Patricia Bordman, Mayor

By: _____
J. Cherilynn Mynsberge, City Clerk

[SERVICE PROVIDER]

By: Clement Brown

Its: Executive Director, Next

APPROVED:

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

Mark Gerber
Department Head
(Approved as to substance)

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

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

ATTACHMENT A

I. Name of Organization: Next, Your Place to Stay Active & Connected

II. Funding Request: \$107,944.00

III. Amount of funding received from City in current fiscal year: \$104,800.00

IV. Organization's Purpose or Mission:

The mission of Next, is to identify and meet the needs of older adults by soliciting and coordinating community resources to provide educational recreational and social programs; support outreach searches; and volunteer opportunities.

V. Description of Services to be provided (Scope of Work):

Extensive quality programming for community residents to include lifelong learning and wellness, fitness, creative arts and social enrichment. In addition, Next provides comprehensive support services to assist residents who need additional support to age in place. This might include but not limited to Meals on Wheels, transportation, free tax preparation, health screenings and legal assistance, low income assistance with home and yard maintenance, home loans for major repairs along with information and referrals.

VI. Explain the value of the services to the City of Birmingham:

As Birmingham's aging population continues rapidly grow, Next provides vital enrichment opportunities while supporting independence to area residents. Strong communities are built and sustained when there is a diverse population of engaged citizens. A partnership between the city and Next is important to provide a wide variety of high quality activities, and supportive services to Birmingham residents in order to live comfortably in the City.

VII. Provide a list of the other funding sources: (List below. Attach additional sheet if necessary.)

Facility use, in-kind donation Birmingham Public Schools 36% of Next operating budget, additional sources of revenue as part of the operating budget: business donations 11%, transportation 10%, fundraisers 8% program fees 7%, membership dues 5% of the Next operating budget.

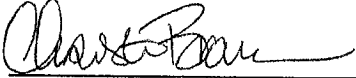
VIII. Provide a detailed list of services provided in the 2018-2019 Fiscal Year (July 1, 2018 – June 30, 2019). Include the following for each quarter:

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

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

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

Submitted by: Chestine Braun Title: Executive Director, Nlex
(Print Name)

Signature:  Date: May 13, 2019

Name of Organization: Next

First Quarter (July 1, 2018 – September 30, 2018)

Name and Explanation of Program/Service	Date of Service	Duration of Service (timeframe)	Cost of Program/Service	# Total Participants	# of Birmingham Participants	Breakdown of funds used for Program/Service
Transportation to area doctors, hospitals, grocery stores, Next, etc	7/1-9/30 2018	On going	\$32,892	1687 rides given	1265	\$6,166
Meals delivered to homes	7/1-9/30 2018	On going	\$5,417	1818 meals delivered	1454 meals delivered	\$1,083
Outreach support to area residents	7/1-9/30 2018	On going	\$45,299	910 units of service	627 units of service	\$7,802
Programs- In house: weekly speakers, daily fitness and creative art classes, health education classes, enrichment and social opportunities	7/1-9/30 2018	On-going	\$53,012	1800 plus members	1550 visits to Next - 700 plus Bham residents come to Next in various degrees of frequency	\$5,153
Travel – overnight & daytrips	7/1-9/30 2018	On going	\$20,000	174	120	\$3,420

Second Quarter (October 1, 2018 – December 31, 2018)

Name and Explanation of Program/Service	Date of Service	Duration of Service (timeframe)	Cost of Program/Service	# Total Participants	# of Birmingham Participants	Breakdown of funds used for Program/Service
Transportation to area doctors, hospitals, grocery stores, Next, etc	10/1-12/30 2018	On going	\$32,892	1687 rides given	1265	\$6,166
Meals delivered to homes	10/1-12/30 2018	On going	\$5,417	1818 meals delivered	1454 meals delivered	\$1,083
Outreach support to area residents	10/1-12/30 2018	On going	\$45,299	910 units of service	627 units of service	\$7,802
Programs- In house: weekly speakers, daily fitness and creative art classes, health education classes, enrichment and social opportunities	10/1-12/30 2018	On going	\$53,012	1800 plus members	1550 visits to Next - 700 plus Bham residents come to Next in various degrees of frequency	\$5,153
Travel – overnight & daytrips	10/1-12/30 2018	On going	\$20,000	174	120	\$3,420

Name of Organization: Next

ATTACHMENT B

Third Quarter (January 1, 2019 – March 31, 2019)

Name and Explanation of Program/Service	Date of Service	Duration of Service (timeframe)	Cost of Program/Service	# Total Participants	# of Birmingham Participants	Breakdown of funds used for Program/Service
Transportation to area doctors, hospitals, grocery stores, Next, etc	1/1/- 3/31-2019	On-going	\$32,892	1687 rides given	1265 rides given	\$6,166
Meals on Wheels home delivery nutrition support	1/1/- 3/31-2019	On-going	\$5,417	1818 meals delivered	1454 meals delivered	\$1,083
Outreach to area residents	1/1/- 3/31-2019	On-going	\$45,299	910 units of service	627 units of service	\$7,802
Programs- In house: weekly speakers, daily fitness and creative art classes, health education classes, enrichment and social opportunities	1/1/- 3/31-2019	On-going	\$53,012	1800 plus members	1550 visits to Next - 700 plus Bham residents come to Next in various degrees of frequency	\$5,153
Travel – overnight & daytrips	1/1/- 3/31-2019	On-going	\$20,000	174	120	\$3,420

Fourth Quarter (April 1, 2019 – June 30, 2019)

Name and Explanation of Program/Service	Date of Service	Duration of Service (timeframe)	Cost of Program/Service	# Total Participants	# of Birmingham Participants	Breakdown of funds used for Program/Service
Transportation to area doctors, hospitals, grocery stores, Next, etc	4/1-6/30-2019	On-going	\$32,892	1687 rides given	1265 Rides given	\$6,166
Meals on Wheels home delivery nutrition support	4/1-6/30-2019	On-going	\$5,417	1818 meals delivered	1454 meals delivered	\$1,083
Outreach to area residents	4/1-6/30-2019	On-going	\$45,299	910 units of service	627 units of service	\$7,802
Programs- In house: weekly speakers, daily fitness and creative art classes, health education classes, enrichment and social opportunities	4/1-6/30-2019	On-going	\$53,012	1800 plus members	1550 visits to Next - 700 plus Bham residents come to Next in various degrees of frequency	\$5,153
Travel – overnight & daytrips	4/1-6/30-2019	On-going	\$20,000	174	120	\$3,420



BIRMARE-01

LJOLLIFF

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/21/2019

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

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

PRODUCER Hershey Insurance Group, Inc. 2855 Coolidge Highway Ste 204 Troy, MI 48064	CONTACT NAME: PHONE (A/C, No, Ext): (888) 843-7743 FAX (A/C, No, Ext): (248) 619-3480 E-MAIL ADDRESS: sales@higmi.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Birmingham Area Seniors Coordinating Council dba NEXT 2121 Midvale Street Birmingham, MI 48009	INSURER A: Philadelphia Insurance Co. NAIC # 18058	
	INSURER B: Citizens Insurance Company of America 31534	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PROF \$1mil/\$2MIL <input checked="" type="checkbox"/> ABUSE \$500K/\$500K GENL AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	PHPK1878284	11/1/2018	11/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	PHPK1878284	11/1/2018	11/1/2019	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		PHUB646548	11/1/2018	11/1/2019	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	W2B7925648	1/9/2019	1/9/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Birmingham, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary and any other insurance maintained by the additional insureds shall be considered to be excess and non-contributing.

CERTIFICATE HOLDER

CANCELLATION

City of Birmingham P.O. Box 3001 Birmingham, MI 48012	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



MEMORANDUM

DATE: April 30, 2019

TO: Joseph A. Valentine, City Manager

FROM: Mark H. Clemence, Chief of Police

SUBJECT: Outside Agency Agreements Fiscal Year 2019-20

INTRODUCTION:

The City Commission reviews outside agency service agreements on an annual basis as part of the budget preparation and expenditure approval process. The police department has supported BBCC, BYA, Common Ground and HAVEN for a number of years. Department approved budget request amounts are consistent from year to year. After review of Attachments A and B submitted by the outside agencies the City Commission considers renewal of funding.

The City Commission previously approved a master service agreement to be used by various outside agencies that request funding from the City. The following organizations have completed the required service agreements, Attachment A and Attachment B to provide a description of the services to be provided and the direct benefit of the services to the City and its residents.

<u>Agency Name</u>	<u>Department Budget Request Amount</u>
Birmingham Bloomfield Community Coalition (BBCC)	\$3,000
Birmingham Youth Assistance (BYA)	\$18,000
Common Ground	\$1,500
HAVEN	\$2,000

The department request funding totals for Birmingham Bloomfield Community Coalition, Birmingham Youth Assistance, Common Ground and HAVEN reflect the same amount of funding received by these agencies for the past fiscal year (2018-2019). It should be noted that although the department funding request totals remained the same as the previous fiscal year, the amount requested (not department approved) from HAVEN reflected a \$3,000 increase from the previous year.

The police department recommends approving the (4) attached service contracts for the 2019-20 outside agency agreements for Birmingham Bloomfield Community Coalition, Birmingham Youth Assistance, Common Ground and Haven.

Sufficient funds have been budgeted in the police department other contracted services account #101-301-000-811.0000 to provide for these contracts.

BACKGROUND:

The police department has provided financial support to these (4) agencies since the 2011-12 fiscal year. When the budget preparation season begins, each agency is sent a letter that details the requirements that need to be met in order for the department to include funding in the upcoming fiscal year budget. Those requirements include completion of Attachments A and B in addition to submitting an updated insurance certificate with the City named as additional insured.

Attachment A is a document that summarizes the organization's name, amount of funding requested for current and prior fiscal years and also details the agency's mission, purpose and services provided to Birmingham residents. Attachment B is a detailed explanation of the organization's financial data and also details programs or services provided, number of participants (total attendees and residents) and also includes a quarterly breakdown of funds used for the provided service.

LEGAL REVIEW:

The City Attorney has reviewed and approved the (4) attached service agreements.

FISCAL IMPACT:

Sufficient funding in the amount of \$24,500 has been requested in the 2019-20 police department general fund other contracted services account # 101-301-000-811.0000 to support these (4) budgeted outside agency service agreements.

SUMMARY:

The department recommends that all four agencies receive the same amount of funding from previous fiscal years. BBCC, BYA and Common Ground all submitted funding requests in the same amount as last year. HAVEN requested a funding increase of \$3,000 as compared to last fiscal year and the increase was not recommended by the department.

The (4) attached outside agency service contracts are in compliance with the requirements of Attachment A, Attachment B and insurance regulations have been met and funding approval for the 2019-20 fiscal year may be granted by the City Commission. Also, the City Commission may direct the Mayor and City Clerk to sign the agreements on behalf of the city.

ATTACHMENTS:

1. Birmingham Bloomfield Community Coalition - Service Agreement
2. Birmingham Bloomfield Community Coalition - Attachment A
3. Birmingham Bloomfield Community Coalition - Attachment B
4. Birmingham Youth Assistance - Service Agreement
5. Birmingham Youth Assistance - Attachment A
6. Birmingham Youth Assistance - Attachment B
7. Common Ground - Service Agreement
8. Common Ground - Attachment A
9. Common Ground - Attachment B
10. Haven - Service Agreement
11. Haven - Attachment A
12. Haven - Attachment B

SUGGESTED RESOLUTION:

To approve the outside agency service agreements for services described in Attachment A of the agreement for fiscal year 2019-20 with Birmingham Bloomfield Community Coalition in the amount of \$3,000, Birmingham Youth Assistance in the amount of \$18,000, Common Ground in the amount of \$1,500 and HAVEN in the amount of \$2,000 from account number 101-301.000-811.0000, further to direct the Mayor and City Clerk to sign the agreements on behalf of the City.

SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement"), made this ____ day of _____, 2019 by and between the **CITY OF BIRMINGHAM**, having its principal office at 151 Martin Road, Birmingham, MI 48009 ("CITY"), and Birmingham Bloomfield Community Coalition, whose address is 1525 Covington Road, Bloomfield Hills, MI 48301 ("SERVICE PROVIDER"), provides as follows:

WITNESSETH:

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

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

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

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

2. The CITY shall pay a total of \$3,000.00 to SERVICE PROVIDER for the performance of this Agreement, which amount shall compensate SERVICE PROVIDER for all aspects of the services to be performed including, but not limited to, all preparation, coordination, management, staffing and all other services incidental thereto. Payment shall be made to SERVICE PROVIDER pursuant to the schedule contained in Attachment A.

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

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

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

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

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

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

9. SERVICE PROVIDER agrees that neither it nor its employees will discriminate against any employee, independent contractor, or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight or marital status. SERVICE PROVIDER shall inform the CITY of all claims or suits asserted against it by SERVICE PROVIDER's employees or contractors who work pursuant to this Agreement. SERVICE

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

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

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

- A. Workers' Compensation Insurance: SERVICE PROVIDER shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- B. Commercial General Liability Insurance: SERVICE PROVIDER shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence for combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability

Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

- C. Motor Vehicle Liability: SERVICE PROVIDER shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than \$ 1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- D. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be *Additional Insureds*: The City of Birmingham, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary and any other insurance maintained by the additional insureds shall be considered to be excess and non-contributing with this insurance required from SERVICE PROVIDER under this Section.
- E. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal shall be sent to: Finance Department, City of Birmingham, P.O. Box 3001, 151 Martin Street, Birmingham, Michigan 48012.
- F. Proof of Insurance Coverage: SERVICE PROVIDER shall provide the CITY at the time the contracts are returned for execution, Certificates of Insurance and/or policies, acceptable to the CITY, as listed below.
 - 1. Two (2) copies of Certificate of Insurance for Workers' Compensation;
 - 2. Two (2) copies of Certificate of Insurance for Commercial General Liability;
 - 3. Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
 - 4. If so requested, Certified Copies of all policies mentioned above will be furnished.
- G. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, SERVICE PROVIDER shall deliver renewal certificates and/or policies to the CITY at least (10) days prior to the expiration date.

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

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

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

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

15. SERVICE PROVIDER and the CITY agree that SERVICE PROVIDER shall be liable for its own actions and neither SERVICE PROVIDER nor its employees or contractors shall be construed as employees of the CITY. Neither party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as specifically outlined herein. SERVICE PROVIDER, including its employees and contractors, shall not be considered entitled or eligible to participate in any benefits or privileges given or extended by the CITY, or be deemed an employee of the CITY for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation and other employer contributions on behalf of SERVICE PROVIDER or SERVICE PROVIDER's employees or contractors.

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

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

THE CITY OF BIRMINGHAM

By: _____
Patricia Bordman

Its: Mayor

By: _____
J. Cherilynn Mynsberge

Its: City Clerk

BIRMINGHAM & BLOOMFIELD COMMUNITY COALITION

By: _____
Carol Mastroianni

Its: Executive Director

APPROVED:

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

Mark H. Clemence, Chief of Police
(Approved as to substance)

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

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

ATTACHMENT A

- I Name of Organization: Birmingham Bloomfield Community Coalition
- II Amount of Funding Requested: \$3,000
- III Amount of funding received from City in current fiscal year: \$3,000
- IV. Organization's Purpose or Mission:

The Birmingham Bloomfield Community Coalition (BBCC), a 501(c)(3), was founded in 1994, and incorporated in September 1995 by a group of Seaholm High School parents who recognized the need for a community wide approach to prevent the abuse of alcohol, tobacco and other drugs. Bloomfield Hills officially joined the Birmingham Coalition in September 2005 and was renamed the Birmingham Bloomfield Community Coalition.

The Coalition works with 13 sectors in the Birmingham Bloomfield community including: Youth, parents, business, media, schools, youth-serving organizations, law enforcement, religious/fraternal organizations, civic/volunteer groups, healthcare professionals, state/local government, other substance abuse organizations., and the recovery community. The Coalition also collaborates with other area substance abuse prevention coalitions, including the Alliance of Coalitions for Healthy Communities (ACHC) and national organizations such as Community Anti-Drug Coalitions of America (CADCA).

BBCC's service area includes those who live, work, play, worship, and attend public and private schools within the boundaries of the Birmingham and Bloomfield School Districts. This includes the **primary municipalities** of Birmingham, Bloomfield Hills, Bloomfield Township, and Villages of Beverly Hills Bingham Farms, Franklin. Portions of Orchard Lake, Southfield, Troy and West Bloomfield are covered via the public schools' boundaries.

The **mission of BBCC** is to raise awareness and mobilize the entire community to prevent the abuse of alcohol and other drugs, with a primary focus on our youth. By focusing on prevention, health and wellness, BBCC and its Youth Action Board (YAB) take a research-driven, evidenced-based approach by providing education, tools, activities, and support to help youth rise above life's challenges and encourage adults to thoughtfully support them.

BBCC strives to "Save Kids Lives" through an expanded focus on the overall health and wellness of young people as well as:

- Envision the brightest drug-free future for our youth
- Celebrate kids who are doing the right thing
- Bring the right people and resources together
- Work collaboratively with 12 community sectors, local, state and national coalitions

Name of Organization: Birmingham Bloomfield Community Coalition (BBCC)

- Weave sustainable prevention efforts into the fabric of our community
- Have a plan approved by our peers and the Executive Office of the President (of the United States), Office of National Drug Control Policy
- Achieve outcomes for reducing alcohol, marijuana, vaping, and prescription drug use/abuse by teens in our community

V Description of Services to be provided (Scope of Work):

Youth Action Board (YAB) is an inclusive group of teen volunteers from 11 public and private high schools in the Birmingham and Bloomfield Hills community. YAB's goal is to provide youth with a positive voice and presence to peers and the broader community on issues important to teens with a focus on substance abuse prevention, mental health and wellness. The YAB meets on a regular basis, year-round, to discuss substance abuse trends and other important issues teens face today. Based on this information, they plan and organize safe, fun, community-based events and leadership opportunities for teens.

Bi-annual Teen Substance Use Survey administered since 2005 on a bi-annual basis to 8th – 12th grade students in Birmingham and Bloomfield Hills' 5 public high schools and 7 middle schools capturing data from over 7,000 students on alcohol, marijuana and prescription drugs as well as trends, access, influence, and other key points. In 2013, Detroit Country Day middle and high school were included in the survey. BBCC uses this information to plan/modify prevention strategies according to what is happening in our community.

Other surveys are used throughout the year as needed. For example, in BBCC works with the Alliance of Coalitions for Healthy Communities (ACHC) and the other 19 prevention coalitions in Oakland County to implement parent and youth surveys.

Covey 7 Habits of Highly Effective Teens training offered to 9th and 10th grade high school students provides a step-by-step framework for boosting self-image, building friendships resisting peer pressure, achieving goals, & much more.

Alcohol, Marijuana (vaping), Prescription Drug, and Mental Health/Wellness Campaigns developed by teens for teens provides a visual reminder of making healthy choices for your best future self.

Serve as community resource for timely, accurate information about substances abuse prevention, mental health and wellness. For example, since 2015 youth in our community have been experiencing a dramatic increase in abuse of ENDS (electronic nicotine delivery system) products. BBCC has focused its efforts on getting the word out to schools, parents and youth about the dangers of vaping and

Name of Organization: Birmingham Bloomfield Community Coalition (BBCC)

misinformation being disseminated about it. Some of the other areas that BBCC is focusing on are opioids, buzzed driving, adult binge drinking, youth underage drinking, and stress/anxiety amongst our youth.

Community dialogues including, CHOICES: Youth Dialogue Day. Students, parents, and educators from the public and private high schools, witness “eye-opening,” live court cases, heard directly from Judge D’Agostini of the 48th District Court and selected speaker(s) whose story demonstrates the very real-life consequences that come with impulsive decisions teens make to use drugs and alcohol. Hands-on activities follow to further enhance the learning experience.

Keep them Safe, Keep them Healthy provides education and awareness to both parents and their teens to open up the lines of communication between them. By taking a unique perspective in presenting the various reasons why our young people are abusing substances and what can be done to prevent it, parents gain the ability to look at their children with more compassion as well as have doable steps to take to safeguard your child and home. For student assemblies geared for 8th – 12th graders, young adults in recovery relate their personal experience and tragedies as a result of substance abuse or share their expertise.

Parent directed campaigns such as Parents Who Host, Lose the Most provides parents and other adults valuable information to help make teen parties safe and ensure parents/adults know the local laws.

Substance-free community opportunities and activities for teens, families and people of all ages include our Teen Talent Showcase held in the summer. **Friday, June 14, 2019** is our next YAB Teen Summer Concert that provides youth, families and community members with a safe, fun, substance-free outlet to enjoy and celebrate our talented teens as the opening act of the Shain Park Summer Music Series. Youth Action Board (YAB) teens take the lead in planning and implementing this event that shares key prevention, health and wellness information and recognizes our graduating YAB teens. BBCC also supports many other community programs and events.

Middle School Transitions Program for eighth graders focuses on the “Truths and Consequences of Substance Use” through an interactive presentation. Data used is from BBCC’s Teen Drug and Alcohol Use Survey, along with important and compelling facts. When available, high school students participate by answering the 8th graders’ questions about the high school experience and the transition itself. On average each school year, over 400 eighth graders from the middle schools participate in this educational program.

Name of Organization: Birmingham Bloomfield Community Coalition (BBCC)

Strengthening Families Program for Parents and Youth 10-14. Youth need skills to help them resist the peer pressure that leads to risky behaviors. Research shows that protective parenting improves family relationships and decreases the level of family conflict, contributing to lower levels of substance use. In just seven sessions parents and children learn how to build stronger communication and respect for each other.

Tobacco and Alcohol Retailer Education visits take place annually as BBCC works with the County and State to ensure our retail establishments are informed by distributing and reviewing tobacco and alcohol retailer education kits and surveying the establishments.

VI Explain the value of the services to the City of Birmingham:

**Please note, that the dollar values listed include in-kind donations.*

- Youth Action Board (YAB) is the only inclusive group for the 11 public and private high school students in the Birmingham Bloomfield communities where teens come together, on a regular basis throughout the year, to discuss substance abuse trends and other important issues teens face today. YAB gives teens a voice and a presence and the ability to plan and organize safe, fun community-based events and learning/leadership opportunities. BBCC has had teens say that the YAB was the only place they can go to be themselves and be around like-minded individuals – individuals who do not want to abuse substances, who want to find healthier ways to manage their life, and be a role model for others. The YAB costs approximately \$1,000/year per student to run.
- *Bi-annual Teen Substance Use Survey is truly priceless. Nowhere else does Birmingham receive community-specific information about their youth's substance use, perceptions, mental, and other key findings that have been tracked in a self-designed survey since 2005. This information is used to adjust, design and implement prevention programming. Value of survey to develop, administer and analyze is \$20,000. *Next survey takes place in December 2019 with results analyzed in 2020.
- Other surveys – Key information is gathered about parents and used to adjust, design and implement prevention programming.
- Covey 7 Habits of Highly Effective Teens training builds young people up from the inside out by utilizing proven methods to boost self-image, build friendships, resist peer pressure, achieve goals and much more. To have young people in the community who are making positive decisions for their future selves and to be a role model for others is priceless and reduces crime, family heartache, and more. Value is \$2,500 per session for up to 30 students.
- Alcohol, Marijuana (vaping), Prescription Drug, and Mental Health/Wellness Campaigns keep messaging on key issues “top of mind” for youth especially since these campaigns are created by teens for teens. The more youth we have making positive decisions for themselves, the less juvenile delinquency the community will experience. Value is \$6,490.

Name of Organization: Birmingham Bloomfield Community Coalition (BBCC)

- Serve as community resource for timely, accurate information about substances abuse prevention, mental health and wellness. BBCC is able to eliminate some of the phone calls by or visits to citizens by the police department. By raising awareness, educating and supporting families and schools in the community, we prevent a number of situations before they get worse.
- Community dialogues including, CHOICES: Youth Dialogue Day provides students with the ability to see real-life consequences unfold and how one decision can change the trajectory of someone's life. This is an extremely impactful event and one where students have commented that they were on the fence about whether or not to use drugs and that this program helped them decide that drugs are not the answer. Value is \$10,000*.
- Keep them Safe, Keep them Healthy Program has been extremely impactful for students because they are able to hear directly from a young person in recovery, in a relatable way, how insecurities or issues at home, lead them to make a decision that changed the trajectory of their lives. Students are able to understand how this could happen to them and understand ways to make different decisions and reach out for help. This is also one of the only programs that has a separate parent component that encourages parents and children to talk about what is commonly a difficult topic to bring up. Once again, this program reduces youth substance use or self-harm and reduces juvenile delinquency in the community. Value is \$3,950* per session.
- Parent directed campaigns such as Parents Who Host, Lose the Most reduces parent hosted parties where alcohol is provided to underage youth thus lowering the number of police visits needing to be made. Value is \$10,384*.
- Substance-free community opportunities and activities for teens, families and people of all ages include our Teen Summer Concert as a way to celebrate youth making great choices and providing a venue that youth and their families can go to that is substance free. This shows young people that you can have fun without getting drunk or high which can lead to reduced instances where police intervention is needed. Value is \$6,000* for each event.
- Middle School Transitions Program for eighth graders focuses on the "Truths and Consequences of Substance Use" educates 8th graders at a critical juncture in their life about substances and the reality of substance use in high school, the impact of substances on brain development and more. Helping young people to make more informed decisions for themselves, leads to reduce substance use and juvenile delinquency.
- Tobacco and Alcohol Retailer Education visits educate local retailers of the appropriate ages of people to sell tobacco and alcohol to. This reduces youth access, which, in turn, reduces youth use. More compliant retailers lead to less police visits, too.
- YAB 5K provides a means to really raise awareness around the importance of the entire community coming together to support our youth and understand the issues young people are dealing with today in terms of stress, anxiety, opioids, vaping, etc. By having more community members involved in prevention, health and wellness of

Name of Organization: Birmingham Bloomfield Community Coalition (BBCC)

our youth, this ultimately lightens the load of the police department.

VII List all municipal and/or other funding sources, the percentage of programming costs covered by each source, and the actual dollar amount covered by each source in the current fiscal year. (List below. Attach additional sheet if necessary.)

BBCC fiscal year runs October 1 – September 30

Birmingham Bloomfield Community Coalition

8:11 PM

Profit &

Loss

12/06/2018

October 2017 through September 2018

Accrual Basis

Oct '17 - Sep 18

Ordinary Income/Expense

Income

Contributions

Board Contributions

825.00

Individuals

2,390.02

Total Contributions

3,215.02

Grants

ACHC

35,000.00

SFP

4,713.30

STOP Act Grant

47,145.00

Total Grants

86,858.30

Interest Income

79.35

Organizations

Municipalities

Bingham Farms

1,000.00

Birmingham

3,000.00

Bloomfield Township

12,000.00

Total Municipalities

16,000.00

Schools

Birmingham Schools

1,000.00

Bloomfield Hills

10,000.00

Cranbrook schools

4,878.00

Detroit Country Day

200.00

PTO

300.00

PTSA

100.00

Total Schools

16,478.00

Total Organizations

32,478.00

Other Income

Amazon Fundraiser

23.39

Kroger Rewards Fundraiser

69.76

Miscellaneous

5.00

Program Service Revenue

600.00

Name of Organization: Birmingham Bloomfield Community Coalition (BBCC)

Tobacco Edu & Synar Inspections	868.00
Total Other Income	1,566.15
Sponsorships	
Choices	3,000.00
Total Sponsorships	3,000.00
Total Income	127,196.82
Gross Profit	127,196.82

Name of Organization: Birmingham Bloomfield Community Coalition (BBCC)

VIII. Provide a detailed list of services provided in the 2017-2018 Fiscal Year (July 1, 2017 – April 30, 2019). Include the following for each quarter:

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

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

Individuals Participating in Programs:

- Youth Action Board (YAB)
 - Takes place all year long, at least twice a month
 - 45 students throughout the year; 8 of those teens are from 48009
- Bi-annual Teen Substance Use Survey
 - Survey was administered during the first two weeks of December 2017 to all 8th-12th graders in Birmingham Public, Bloomfield Hills Public and Cranbrook High Schools. Over 5,000 youth participated in the survey, many of whom live in 48009.
 - We have been sharing survey results throughout the community. For example, most recently, we presented to the Rotary Club of Birmingham on April 22, 2019.
 - We are also preparing the survey instrument and logistics of survey administration for our next survey in December 2019. These efforts are being coordinated with Birmingham Public Schools, Bloomfield Hills Public Schools and possibly a private school.
- Other surveys – BBCC is creating and will administer a parent survey in the summer of 2019.
- Alcohol, Marijuana (vaping), Prescription Drug, and Mental Health/Wellness Campaigns and events
 - Campaign materials are distributed throughout the year. Survey results show several hundred students see the campaigns, many of whom live in 48009
 - February 9, 2019, BBCC partnered with several other prevention coalitions in Oakland County to offer the World of Wellness event. Over 70 adults attended and approximately 5 were from 48009.
 - March 2, 2019, BBCC participated in the Surviving the Social Jungle and Teens Empowered Conference held at Academy of the Sacred Heart. Over 400 youth, parents and educators attended, many of whom live in 48009.
 - April 16, 2019, BBCC partnered with BYA and presented to 26 adults and teens about the dangers of vaping.


Name of Organization: Birmingham Bloomfield Community Coalition (BBCC)

- April 26 and 27, 2019, BBCC and the YAB were stationed in Gazelle Sports Shop with a table to educate shoppers on a variety of information including how to properly dispose of unwanted medicines and about buzzed driving.
 - May 2, 2018 held a presentation on vaping for the community at Birmingham Public Schools Administration Building. 29 individuals were in attendance and approximately 6 were from 48009.
- Serve as community resource for timely, accurate information about substances abuse prevention, mental health and wellness.
 - BBCC distributes information via all of our high schools and middle schools; we send out an e-newsletter with a subscriber based of 1,200, have many of our programs run on Birmingham/Bloomfield Cable TV, and we field numerous phone calls and email inquiries. Easily several hundred 48009 residents are impacted.
- Community dialogues including, CHOICES: Youth Dialogue Day on March 20, 2018.
 - 112 students from Seaholm, Groves, Detroit Country Day, Brother Rice, International Academy, West Bloomfield, and Roeper High Schools attended.
 - 34 adults attended including youth assistance, school personnel, parents, Congressman Levin's office, etc.
- CHOICES 2019 was held on March 22, 2019
 - 89 students from Seaholm, Groves, Brother Rice, West Bloomfield, Bloomfield Hills High School
 - 38 adults attended including youth assistance, school personnel, parents, hospital personnel, Birmingham Police
- Keep them Safe, Keep them Healthy Program
 - April 4, 2018, 100 12th grade students at Cranbrook High School participated in this program of which 20 are from 48009
- Parent directed campaigns such as Parents Who Host, Lose the Most
 - Over 300 parents/adults have received information thus far
- Substance-free community opportunities and activities for teens, families and people of all ages include our Teen Summer Concert, June 15, 7:30 – 10:00 a.m. in Shain Park.
 - Over 150 youth and adults attended and participated in the event. This concert was also shared throughout the community via the Birmingham/Bloomfield Cable TV.
 - The next YAB Teen Summer Concert is being held on June 14 in Shain Park.
 - Participated in Day on the Town on August 11, 2018 to educate attendees on a variety of youth focused substance abuse, mental health and wellness topics.

Name of Organization: Birmingham Bloomfield Community Coalition (BBCC)

- Middle School Transitions Program for eighth graders focuses on the "Truths and Consequences of Substance Use"
 - Over 200 8th graders participated in this program
- Tobacco and Alcohol Retailer Education visits
 - 29 retail visits were made of which 15 are located in 48009 in April/May 2018
 - BBCC is currently conducting the 2019 retailer visits in the community
- YAB 5K
 - 138 participated on the day of. We know at least 12 live in 48009. The beginning of this event, which provides key prevention messaging, will be run on Birmingham/Bloomfield Cable TV.

Submitted by: Carol Mastroianni Title: Executive Director
(Print Name)

Signature:  Date: December 21, 2018

Name and Explanation of Program/Service	Date of Service	Duration of Service (timeframe)	Cost of Program/Service	# Total Participants	# of Birmingham Participants	Breakdown of funds used for Program/Service
Day on the Town	August 11, 2018	9 a.m. – 5 p.m.; set up one hour earlier	\$1,045	*113 (that stopped by our table)	*33	Portion of staff time: \$234 Brochures, bracelets, pens, paper, posters: \$203 Total funds used = \$437
					* = estimated	

[illegible]

Name of Organization: Birmingham Bloomfield Community Coalition**Third Quarter (January 1, 2019 – March 31, 2019)**

Name and Explanation of Program/Service	Date of Service	Duration of Service (timeframe)	Cost of Program/Service	# Total Participants	# of Birmingham Participants	Breakdown of funds used for Program/Service
CHOICES 2019	March 22, 2019	8:00 a.m. – 12:30 p.m.	\$10,000*	127	24	Portion of staff time that also includes prep, the program, set-up and clean-up: \$650
			*Includes in-kind			
Fourth Quarter (April 1, 2019 – June 30, 2019)						
Think Vaping's Safe? Don't be Fooled	April 16, 2019	7:00 - 9:00 pm	\$847	26	9*	Staff time including prep \$799,
						Pens, notepads, brochures \$48
					*estimated	Total funds expended = \$847

Fourth Quarter (April 1, 2018 – June 30, 2018)

Name and Explanation of Program/Service	Date of Service	Duration of Service (timeframe)	Cost of Program/Service	# Total Participants	# of Birmingham Participants	Breakdown of funds used for Program/Service
Keep them Safe, Keep Them Healthy Program for 12 th grade students at Cranbrook	April 4, 2018	10:20 a.m. – 12:20 p.m.	\$1,950	100	20	-Planning/coordinating the session; attendance/administration of the session -Materials: bracelets for the students #LiveDrugFree/#What's Your Influence? = \$246.42
YAB Meeting	April 15, 2018	1:30 pm – 3:00 pm	\$25,000 for the year	18	6	Portion of staff time = \$327.30
YAB Meeting	April 22, 2018	1:30 pm – 4:00 pm	\$25,000 for the year	15	5	Portion of staff time = \$344.13
Vaping Presentation	May 2, 2018	7:00 pm – 8:30 pm	\$600	29	6*	Portion of staff time = \$96.15
Distribution of Parents Who Host information in Downtown Birmingham	May 18, 2018	Noon – 4 p.m.		85	12	Portion of Staff time = \$78.00
YAB Teen Summer Concert	June 15, 2018	6:00 – 11:00 p.m.	\$6,000	450* This event was recorded by and will be played on Birmingham/ Bloomfield	55*	City Events group, \$350 for sound equipment; program booklet, \$75; Jeff the on-site sound engineer \$200; portion of staff time, \$1,283 = TOTAL \$1,908.00

SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement"), made this ____ day of _____, 2019 by and between the **CITY OF BIRMINGHAM**, having its principal office at 151 Martin Road, Birmingham, MI 48009 ("CITY"), and Birmingham Youth Assistance Committee, whose address is 2436 W. Lincoln, Suite F102, Birmingham, MI 48009 ("SERVICE PROVIDER"), provides as follows:

WITNESSETH:

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

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

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

1. SERVICE PROVIDER shall perform the services as set forth on Attachment A. The type, nature and scope may be changed if mutually agreed upon in writing by SERVICE PROVIDER and the CITY.
2. The CITY shall pay a total of \$18,000.00 to SERVICE PROVIDER for the performance of this Agreement, which amount shall compensate SERVICE PROVIDER for all aspects of the services to be performed including, but not limited to, all preparation, coordination, management, staffing and all other services incidental thereto. Payment shall be made to SERVICE PROVIDER pursuant to the schedule contained in Attachment A.
3. All services performed shall be of the highest quality and standards that meet or exceed that which is required and expected in that service industry.

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

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

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

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

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

9. SERVICE PROVIDER agrees that neither it nor its employees will discriminate against any employee, independent contractor, or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight or marital status. SERVICE PROVIDER shall inform the CITY of all claims or suits asserted against it by SERVICE PROVIDER's employees or contractors who work pursuant to this Agreement. SERVICE

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

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

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

- A. Workers' Compensation Insurance: SERVICE PROVIDER shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- B. Commercial General Liability Insurance: SERVICE PROVIDER shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence for combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability

Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

- C. Motor Vehicle Liability: SERVICE PROVIDER shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than \$ 1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- D. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be *Additional Insureds*: The City of Birmingham, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary and any other insurance maintained by the additional insureds shall be considered to be excess and non-contributing with this insurance required from SERVICE PROVIDER under this Section.
- E. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal shall be sent to: Finance Department, City of Birmingham, P.O. Box 3001, 151 Martin Street, Birmingham, Michigan 48012.
- F. Proof of Insurance Coverage: SERVICE PROVIDER shall provide the CITY at the time the contracts are returned for execution, Certificates of Insurance and/or policies, acceptable to the CITY, as listed below.
 - 1. Two (2) copies of Certificate of Insurance for Workers' Compensation;
 - 2. Two (2) copies of Certificate of Insurance for Commercial General Liability;
 - 3. Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
 - 4. If so requested, Certified Copies of all policies mentioned above will be furnished.
- G. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, SERVICE PROVIDER shall deliver renewal certificates and/or policies to the CITY at least (10) days prior to the expiration date.

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

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

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

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

15. SERVICE PROVIDER and the CITY agree that SERVICE PROVIDER shall be liable for its own actions and neither SERVICE PROVIDER nor its employees or contractors shall be construed as employees of the CITY. Neither party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as specifically outlined herein. SERVICE PROVIDER, including its employees and contractors, shall not be considered entitled or eligible to participate in any benefits or privileges given or extended by the CITY, or be deemed an employee of the CITY for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation and other employer contributions on behalf of SERVICE PROVIDER or SERVICE PROVIDER's employees or contractors.

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

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

THE CITY OF BIRMINGHAM

By: _____
Patricia Bordman

Its: Mayor

By: _____
J. Cherilynn Mynsberge


Its: City Clerk


BIRMINGHAM YOUTH ASSISTANCE


By:  _____
Richard Stasys

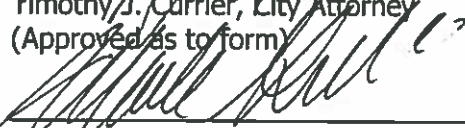
Its: Treasurer

APPROVED:

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

 _____
Mark H. Clemence, Chief of Police
(Approved as to substance)

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

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

ATTACHMENT A – Birmingham Youth Assistance

- I. Name of Organization: Birmingham Youth Assistance
- II. Funding Request: 2019/2020: \$18,000
- III. Amount of funding received from city in current fiscal year: \$18,000
- IV. Organization's Purpose or Mission:

The mission of Birmingham Youth Assistance is to strengthen youth and families and to reduce the incidence of delinquency, abuse and neglect through community involvement. BYA is a partnership of the Oakland County Circuit Court – Family Division; the City of Birmingham and the Villages of Beverly Hills, Bingham Farms and Franklin; the Birmingham Public Schools; and community volunteers.

Birmingham Youth Assistance implements its prevention mission through a two-part program. The first component provides family-focused casework services to youth and families residing within the boundaries of the Birmingham Public School District. The second component is various volunteer-based programs, described below.

- V. Description of Services to be Provided (Scope of Work):

- A. Casework/Counseling

Short-term counseling and casework services, offered year-round, available during and after school hours, for youth and their families referred by police, school counselors or administrators, or parents.

These services include both preventing juvenile offenses and diverting at-risk youth from the court system, saving the community the costs of prosecution and incarceration.

Birmingham Youth Assistance's caseworker referrals continued at a steady rate from both the schools and the Birmingham Police Department. Casework services have expanded to incorporate more group work and staff training to help accommodate the increased number of complex referrals. Direct casework services were provided to 81 active referrals of the 46 new referrals, 19 were from the Police Department.

- Additionally, the caseworker has responsibility for local children re-entering the community upon completion of formal court placement. BYA had seven for 2017/2018.

Birmingham Youth Assistance continues to retain its full-time County-paid caseworker (not the situation for all Youth Assistance communities) to meet these needs, thanks to strong support from our municipalities, schools, and BYA volunteers.

- B. Prevention Programs and Positive Alternatives, including:

Camp – Camp Scholarships for children from families in financial and/or emotional need.

Youth Enrichment Program – Designed to assist caseload families and provide skill building opportunities to their children. This includes but is not limited to: after school tutoring,

special camps or clubs, and after school activities. These funds are also used to help offset the costs of boot camp and/or treatment based modalities.

Support Groups for Children & Youth – After-school and/or evening support groups may be offered to children and youth struggling with divorce, anger, anxiety, and peer relationships.

Family Education – Teaching parenting skills through classes and workshops. This also provides for group classes offered to youth and parents.

Mentors Plus – This is a county based one-to-one program that matches youth who need an extra-supportive relationship with a positive adult role model.

Shoplifting Program – A program for fifth grade classes that included a nationally recognized video and presentations by a police school-liaison officer and the Birmingham Youth Assistance caseworker.

C. Public Relations and Events for Children and Families:

Some of these events charge an admittance fee to reduce program costs, but the main focus is to raise awareness of Birmingham Youth Assistance in the community and what BYA offers local youth and families, while providing a family fun event.

Breakfast with Santa – An annual seasonal event for young children and their families. Non-caseload youth and their families pay for the breakfast, which often is their first exposure to Birmingham Youth Assistance, in a positive setting.

Kids' Dog Show – this annual event features a “Best in Show” trophy, ribbons, and a T-shirt design contest, targeting pre-school, elementary and middle school age children and their families.

Youth – in – Service Recognition – A recognition program to honor youth in the community for performing outstanding volunteer service.

Touch-a-Truck – An annual family-oriented event for pre-school and elementary school age children, it features a variety of commercial and local municipality vehicles.

Birmingham Farmer's Market and Day on the Town – BYA volunteers donate time to help run the Kid's Zone which entails providing a craft for young children while sharing the BYA mission with parents and patrons of these community wide events.

D. Fundraising:

BYA RedRasier – Our RedRaisers are our signature fundraising events developed to help raise funds for programming. Our plan is to offer these events annually or bi-annually as the opportunity arises.

- Summer Concert
- Vinoteca

VI. Explain the value of the services to the City of Birmingham:

Through its intervention and prevention programs, Birmingham Youth Assistance helps prevent and reduce juvenile delinquency, child abuse and child neglect in this community.

The casework/counseling and prevention services of Birmingham Youth Assistance continues to relieve the City of Birmingham from providing these vital services directly using City personnel and facilities, and saves the much greater costs of sending these youth through the court and corrections facilities. An average stay at Children's Village is \$30,420 vs. \$300 for BYA services.

Birmingham Youth Assistance is a unique and irreplaceable asset in the community. We had the privilege of celebrating our 56th Anniversary in 2018 and were proud to celebrate 56 years of serving the Birmingham Community.

- VII. Provide a list of the other funding sources:
- a. Village of Beverly Hills
 - b. Village of Bingham Farms
 - c. Village of Franklin
 - d. The Birmingham School District
 - e. Grant from the Village Club
 - f. Grant from The Lyon Foundation
 - g. BYA RedRaisers

Name of Organization: **Birmingham Youth Assistance**

VIII. Provide a detailed list of services provided in the 2017-2018 Fiscal Year (July 1, 2017 – June 30, 2018). Include the following for each quarter:

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

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

Submitted by: Richard Stasys Title: Treasurer
(Print Name)

Signature:  Date: 12/13/2018

BIRMINGHAM YOUTH ASSISTANCE - BUDGET PROPOSAL 2019-2020

1

	FY 17/18 PROPOSED	FY 17/18 ACTUALS	FY 18/19 PROPOSED	FY 19/20 PROPOSED
CASH REVENUES				
Community Sponsors *	\$ 35,200	\$ 34,200	\$ 32,700	\$ 33,700
Donations	\$ 5,000	\$ 2,146	\$ 5,000	\$ 4,000
Fund Raising	\$ 7,000	\$ 2,903	\$ 6,000	\$ 5,000
Grants	\$ 2,500	\$ 2,600	\$ 2,500	\$ 3,000
Registration Fees	\$ 9,500	\$ 7,455	\$ 7,000	\$ 7,500
Miscellaneous	\$ 500	\$ 389	\$ 200	\$ 200
TOTAL CASH REVENUES	\$ 59,700	\$ 49,694	\$ 53,400	\$ 53,400
OPERATING EXPENSES				
Bank Charges	\$ 30	\$ 34	\$ 60	\$ 40
Copier	\$ 300	\$ 158	\$ 200	\$ 200
Dues	\$ 300		\$ 300	\$ 200
Fees/Professional Organization costs	\$ 600	\$ 220	\$ 300	\$ 300
Insurance	\$ 800	\$ 819	\$ 800	\$ 850
Miscellaneous	\$ 500	\$ 830	\$ 600	\$ 600
Payroll taxes	\$ 5,800	\$ 3,215	\$ 5,800	\$ 3,382
wages	\$ 17,000	\$ 12,875	\$ 17,000	\$ 18,818
Workers comp Ins	\$ 800	\$ 248	\$ 750	\$ 500
Postage	\$ 500	\$ 248	\$ 300	\$ 500
Printing	\$ 500	\$ 82	\$ 500	\$ 300
Contractual	\$ 1,500	\$ 1,685	\$ 1,800	\$ 1,800
Subscriptions	\$ 300		\$ 40	\$ 50
Supplies	\$ 1,500	\$ 1,163	\$ 1,200	\$ 1,200
Website	\$ 400	\$ 1,252	\$ 500	\$ 1,200
TOTAL OPERATING EXPENSE	\$ 30,830	\$ 22,829	\$ 30,150	\$ 29,940
PROGRAM EXPENSES				
Annual Report	\$ 600		\$ 200	\$ 200
Camp	\$ 9,000	\$ 5,979	\$ 9,000	\$ 9,000
Enrichment	\$ 4,000	\$ 250	\$ 1,000	\$ 1,500
Family Education	\$ 3,000	\$ 334	\$ 3,000	\$ 3,000
Farmer's Market	\$ 420	\$ 289	\$ 400	\$ 300
Fund Raising	\$ 2,000	\$ 66	\$ 500	\$ 400
Mentor's PLUS	\$ 100		\$ 100	\$ 100
Public Relations	\$ 1,600		\$ 1,000	\$ 1,000
Scholarships	\$ 500	\$ 500	\$ 500	\$ 500
Shoplifting Program	\$ 200		\$ 100	\$ 100
Annual Meeting	\$ 300	\$ 307	\$ 350	\$ 300
Youth in Service	\$ 3,800	\$ 2,218	\$ 3,000	\$ 3,000
BWS	\$ 2,150	\$ 3,624	\$ 2,000	\$ 1,500
Dog Show	\$ 600	\$ 1,198	\$ 1,500	\$ 2,000
Donations				
Touch a Truck	\$ 600	\$ 293	\$ 600	\$ 560
TOTAL PROGRAM EXPENSE	\$ 28,870	\$ 15,058	\$ 23,250	\$ 23,460
TOTAL EXPENSES	\$ 59,700	\$ 37,887	\$ 53,400	\$ 53,400
SURPLUS (DEFICIT)	\$ -	\$ 11,806.98		

	FY 17/18 PROPOSED	FY 17/18 ACTUALS	FY 18/19 PROPOSED	FY 19/20 PROPOSED
REVENUES INKIND*				
Birmingham Schools	\$ 25,750	\$ 26,500	\$ 26,000	\$ 27,000
Oakland County	\$ 125,475	\$ 125,475	\$ 125,475	\$ 127,322
Operations In kind	\$ 2,000	\$ 2,500	\$ 2,000	\$ 3,000
Program In kind	<u>\$ 16,000</u>	<u>\$ 18,514</u>	<u>\$ 16,000</u>	<u>\$ 20,000</u>
TOTAL REVENUE INKIND	\$ 169,225	\$ 172,989	\$ 169,475	\$ 177,322
COMMUNITY SPONSORS				
City of Birmingham	\$ 21,000	\$ 18,000	\$ 18,000	\$ 18,000
Village of Beverly Hills	\$ 10,000	\$ 10,000	\$ 11,000	\$ 12,000
Village of Bingham Farms	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200
Village of Franklin	<u>\$ 3,000</u>	<u>\$ 5,000</u>	<u>\$ 2,500</u>	<u>\$ 2,500</u>
TOTAL SPONSORS	\$ 35,200	\$ 34,200	\$ 32,700	\$ 33,700

*The above figures are based upon actual values that are provided by the individual organization sponsors

Invoice for City of Birmingham
Birmingham Youth Assistance
July, August, September 2018

Invoice # 11202018

P.O. # 113059

OPERATIONAL EXPENSES

Contractual Services:

	Payroll 1	\$	392.84
Payroll:	Wages	\$	3,293.60
	Taxes	\$	760.22

Subscriptions:

Other Operating Expenses:

Office Supplies	\$	57.23
BYA Brochures Printing	\$	97.50
OCYACC Insurance	\$	336.20
Konica Minolta - Copier	\$	77.41
OMA Comp - Websiet	\$	14.00

TOTAL OPERATIONAL EXPENSES **\$ 5,029.00**

PROGRAM & EVENT EXPENSES

Camperships:

Camp Copneconic	\$	660.00
Sancta Maria	\$	250.00
Birmingham YMCA	\$	890.00
B'ham Community Ed.	\$	1,916.50
Family Ed Program	\$	80.73
Farmer's Market Craft	\$	25.15
Enrichment - Orchestra	\$	200.00
Kids' Dog Show	\$	275.26
Touch a Truck	\$	40.73

TOTAL PROGRAM & EVENT EXPENSES **\$ 4,338.37**

TOTAL QUARTERLY EXPENSES	\$ 9,367.37
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**Invoice for City of Birmingham
Birmingham Youth Assistance
October, November and December 2018**

Invoice # 02192019

P.O. # 113059

OPERATIONAL EXPENSES

Contractual Services:

	Payroll 1	\$	336.72
Payroll:	Wages	\$	3,289.30
	Taxes	\$	792.18

Subscriptions:

Other Operating Expenses:

Office Supplies	\$	50.50
Konica Minolta - Copier	\$	77.41
OMA Comp - Website	\$	63.00

TOTAL OPERATIONAL EXPENSES **\$ 4,609.11**

PROGRAM & EVENT EXPENSES

Enrichment - Camp Tall Tree	\$	250.00
Annual Meeting & Report	\$	272.13
Breakfast with Santa	\$	2,661.51
Family Ed Program	\$	820.00
Farmer's Market Craft	\$	19.88
TOTAL PROGRAM & EVENT EXPENSES	\$	<u>4,023.52</u>

Operational Expenses for Casework Services

		Birmingham Families Serviced
10/1-10/31	Family and Youth Counseling	40
11/1-11/30	Family and Youth Counseling	39
12/1-12/31	Family and Youth Counseling	39
		<u>118</u>

\$ 4,609.11

Total Operational Expenses for Casework Services and Programming **\$ 8,632.63**

Invoice for City of Birmingham
Birmingham Youth Assistance
January, February, March 2019

P.O. # 113059

OPERATIONAL EXPENSES

Contractual Services:

	Payroll 1	394.47
Payroll:	Wages	4433.54
	Taxes	927.06

Other Operating Expenses:

Office Supplies	176.71
Tax Prep Fee	350
Konica Minolta - Copier	69.7

TOTAL OPERATIONAL EXPENSES \$ **6,351.48**

PROGRAM & EVENT EXPENSES

Camperships:

Kids Dog Show	960.88
PayPal/Constant Contact	378
Family Education/Vaping	161.96
Breakfast with Santa	545.23
Annual Report	12.4
PR/Wristbands/earbuds	344.5

TOTAL PROGRAM & EVENT EXPENSES \$ **2,402.97**

TOTAL QUARTERLY EXPENSES	\$ 8,754.45
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2019 Kids' Dog Show

	<u>2019</u>
dogs registered	50
Income:	
<hr/>	
Registration fees (2019)	
Online	\$ 540.00
Mail/Walk-In	\$ 210.00
Donation Can	\$ 17.00
Popcorn/Candy/Water Sales	\$ 178.00
Sponsors:	
Premier Pet	\$ 250.00
SMOTC	\$ 300.00
Beverly Hills Vet	\$ 250.00
Mills Pharmacy	\$ 250.00
 TOTAL INCOME:	 \$ 1,995.00
Expenses:	
<hr/>	
Dog Show Clean-up Supplies	\$ 22.85
Reg. form/flyer/poster printing costs (sent o	\$ 525.16
DJ	\$ 300.00
Frisbees - 200 / Bag Dispensors - 250	\$ 277.94
Category Posters - 2019 estimated	\$ 57.50
Ribbons & Trophy	\$ 176.65
Supplies (prim. number bibs in 2018)	\$ 184.21
Popcorn Machine Rental & supplies	\$ 25.00
Concession - Candy and Water	\$ 33.00
PayPal Processing Fee	\$ 26.64
website updates	\$ 98.00
Post Event Appreciation gift	\$ 66.98
TOTAL EXPENSESE:	\$ (1,793.93)
START-UP CASH:	
 TOTAL PROFIT:	 \$ 261.37

Kids' Dog Show Income/Expenses

Sunday, February 4, 2018

2018

Income:

Registration fees (2018)

Online (42 Dogs @ \$15)	\$	630.00
Mail/walk-in (31 dogs @ \$15)	\$	465.00

T-Shirts Sold:

Pre-Sale (21 @ \$15)	
Day of Show (4 @ \$15) (+ \$125 start up)	
Vintage (3 @ \$ 5)	

Donation Can \$ 148.00

Popcorn/Candy/Water Sales \$ 232.00

Sponsors:

Premier Pet	\$	250.00
SMOTC	\$	200.00
Kurt's Kustom Promotions		
Canine Couture	\$	250.00
Beverly Hills Vet	\$	250.00
Dick Stasys (concessions)	\$	46.00

TOTAL INCOME: \$ 2,471.00

Expenses:

Dog Show Clean-up Supplies

Reg. form/flyer/poster printing costs (sent \$ 336.00

Postcards to the community

Postage for postcards (2740 postcards)

DJ \$ 300.00

Photobooth

Frisbees - 200 / Bag Dispensars - 250

Category Posters (5) estimated

Ribbons & Trophy \$ 39.40

T-Shirt Design Winner Gift Cards

Pre-purchased T-Shirt Refunds

Supplies (prim. number bibs in 2018) \$ 25.62

Popcorn Machine Rental & supplies \$ 88.59

popcorn machine delivery/pickup \$ 50.00

Concession - Candy and Water \$ 46.00

PayPal Processing Fee \$ 31.08

T-Shirt Printing Costs (ordered 50)

Post Event Appreciation (flowers)

TOTAL EXPENSESE: \$ (916.69)

START-UP CASH:

TOTAL PROFIT: \$ 1,554.31

Expense/Income Report

BYA/Optimist YIS Breakfast 2018

INCOME:

Funds collected for Breakfast	\$	860.00	
PayPal Deposits from online registrations (less \$38.58 in fees)	\$	941.42	
TOTAL FUNDS COLLECTED FROM BREAKFAST			\$ 1,801.42

*Note: 20 Nominees - No charge on Breakfast	\$	400.00
TOTAL COMP.	\$	400.00

EXPENSES (Paid for by BYA)

Cost of Breakfast	\$	1,936.80
Less Receipts for Breakfast	\$	(1,801.42)
Jane Parker Ward Award	\$	500.00
Plaque for Jane Parker Ward Award	\$	130.00
Printing of Certificates and RSVPs	\$	4.00
Printing of Programs (125)	\$	<u>147.50</u>

Total Expenses \$ (916.88)

Touch-a-Truck Expense/Profit Report 2018

2018

Total Cash Deposited (includes start up) \$ 1,387.50

Total Monies Collected: \$ 1,387.50

Number of Car Loads 234

Expenses:

Donuts, Bagels & Coffee for volunteers \$ 40.73

Food to Sell and Ice \$ 49.50

Posters & Flyers \$ 43.50

Total Expenses: 133.73

Minus Start-up Cash: \$ (200.00)

Total Profit: \$ 1,053.77

In-Kind Donations:

Costco donated gift cards to cover
the cost of food to sell \$ 150.00

Doantion of Custodial fee - 6 hours 253.5

Donation of coffee, bagels and donuts

Donation of Balloons

Bus Loop Rental from School District \$ 100.00

Truck Owners and Drivers' Time \$ 3,500.00

Total in Kind: \$ 4,003.50

Breakfast With Santa 2018 Expenses

Date	Paid To/Received from	Description	Amount Paid	Amount Rec'd.
11/08/18	The Townsend Hotel	Deposit for the Event	\$ 2,642.76	
10/31/18	BPS	Printing - Save the Date	\$ 21.75	
	OMA Comp	Setting up BWS on Website	\$ 147.00	
11/08/18	Absolutely Baffling Magic	Magician for BWS Deposit - Total is \$525	\$ 525.00	
11/13/18	Oriental Trading	goody bags and stuff	\$ 79.21	
12/08/18		Decorations	\$ 46.30	
	PayPal	128 tickets		\$ 3,036.00
	PayPal fees		\$ 93.79	
12/11/18	Dick Stasys	gift card for Santa	\$ 105.95	
	Donations			\$ 1,000.00
		TOTALS	\$ 3,661.76	\$ 4,036.00
		Profit/Loss		\$ 374.24

Attachment B Attachent
Birmingham Youth Assistance
July, August, September 2017

PROGRAM & EVENT EXPENSES

		# of Youth	# of Adults
Camperships:			
Camp Copneconic	\$ 850.00	3	
CYO - Christian Youth Organization	\$ 200.00	1	
Birmingham YMCA	\$ 901.00	6	
Camp Skyline	\$ 800.00	3	
B'ham Community Ed.	\$ 2,020.00	13	
TCH	\$ 325.00	2	
Girl Scout Camp	\$ 250.00	1	
Springhill	\$ 300.00	2	
Detroit PAL	\$ 200.00	1	
Masta String Camp	\$ 300.00	<u>1</u>	
	\$ 6,146.00	33	
Farmer's Market Craft:			
8/13/2017		139	142
10/1/2017		<u>139</u>	<u>141</u>
Crafts cost	\$ 288.48	278	283
Enrichment Orchestra Classes	\$ 250.00		
TOTAL PROGRAM & EVENT EXPENSES		<u>\$ 6,684.48</u>	

Operational Expenses for Casework Services

7/1 - 7/31 Family and Youth Counseling
8/1 - 8/31 Family and Youth Counseling
9/1 - 9/30 Family and Youth Counseling

Birmingham Families Serviced

30
32
46
108

Total Operational Expenses for Casework Services

\$5,800.17

Total Quarterly Expenses

\$12,485.01

Name of Organization: Birmingham Youth Assistance

ATTACHMENT B

First Quarter (July, 2018 – September, 2018)

Date of Service	Duration of Service (timeframe)	Explain the services provided	Number of Birmingham residents in attendance or affected by the service	Breakdown of the funds used for that service
7/1-9/30	1 week	camp scholarships	22	see attached
8/12, 9/16	5 hours per date	run kids zone at farmer's market	286 kids, 291 adults	provided crafts for \$25.15
7/1-9/30	ongoing	Caseworker services/ Youth and Family	125	

Second Quarter (October 1, 2018 – December 31, 2018)

Date of Service	Duration of Service (timeframe)	Explain the services provided	Number of Birmingham residents in attendance or affected by the service	Breakdown of the funds used for that service
Oct 2018	1 week	Camp scholarship	1	\$250 Partial payment
28-Oct	5 hours	manned kids zone at Bham Farmers Market	160 kids/92 adults	provided crafts \$14.88
11-Oct	2 hours	annual meeting/125 Annual Reports	32 adults	\$272.13 - printing and meeting
8-Dec	6 hours	holiday family event - The Townsend	72 kids/71 adults	\$2,661.51
5-Nov	4 hours	responsible social media for parents	4 kids, 70 adults	\$820 program expense
10/1-12/31	ongoing	Caseworker services/ Youth and Family	118	

Third Quarter (January 1, 2019 – March 31, 2019)

Date of Service	Duration of Service (timeframe)	Explain the services provided	Number of Birmingham residents in attendance or affected by the service	Breakdown of the funds used for that service
1/18/2019	4 hours	Every Brilliant Thing for teens/parents	56 adults 24 youth	\$600 speaker \$33 printing
2/3/2019	6 hours	Kids Dog Show	126 adults 88 youth	Registration, PR \$707, Event expense \$1086
2/11-2/15		U Matter Week	687 Youth	PR material \$344
3/22/2019		Choices 2019	38 adult, 102 youth	PR material \$245
1/26-3/23	8 days	Pistons Youth Camp	2 youth	\$310 scholarship
1/1 - 3/31	ongoing	Caseworker services/ Youth and Family	136	

Fourth Quarter (April 1, 2019 – April 30, 2019) - Partial[illegible]

SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement"), made this ____ day of _____, 2019 by and between the **CITY OF BIRMINGHAM**, having its principal office at 151 Martin Road, Birmingham, MI 48009 ("CITY"), and Common Ground, whose address is 1410 S. Telegraph, Bloomfield Hills, MI 48302 ("SERVICE PROVIDER"), provides as follows:

WITNESSETH:

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

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

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

1. SERVICE PROVIDER shall perform the services as set forth on Attachment A. The type, nature and scope may be changed if mutually agreed upon in writing by SERVICE PROVIDER and the CITY.
2. The CITY shall pay a total of \$1,500.00 to SERVICE PROVIDER for the performance of this Agreement, which amount shall compensate SERVICE PROVIDER for all aspects of the services to be performed including, but not limited to, all preparation, coordination, management, staffing and all other services incidental thereto. Payment shall be made to SERVICE PROVIDER pursuant to the schedule contained in Attachment A.
3. All services performed shall be of the highest quality and standards that meet or exceed that which is required and expected in that service industry.

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

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

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

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

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

9. SERVICE PROVIDER agrees that neither it nor its employees will discriminate against any employee, independent contractor, or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight or marital status. SERVICE PROVIDER shall inform the CITY of all claims or suits asserted against it by SERVICE PROVIDER's employees or contractors who work pursuant to this Agreement. SERVICE

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

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

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

- A. Workers' Compensation Insurance: SERVICE PROVIDER shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- B. Commercial General Liability Insurance: SERVICE PROVIDER shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence for combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability

Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

- C. Motor Vehicle Liability: SERVICE PROVIDER shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than \$ 1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- D. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be *Additional Insureds*: The City of Birmingham, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary and any other insurance maintained by the additional insureds shall be considered to be excess and non-contributing with this insurance required from SERVICE PROVIDER under this Section.
- E. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal shall be sent to: Finance Department, City of Birmingham, P.O. Box 3001, 151 Martin Street, Birmingham, Michigan 48012.
- F. Proof of Insurance Coverage: SERVICE PROVIDER shall provide the CITY at the time the contracts are returned for execution, Certificates of Insurance and/or policies, acceptable to the CITY, as listed below.
 - 1. Two (2) copies of Certificate of Insurance for Workers' Compensation;
 - 2. Two (2) copies of Certificate of Insurance for Commercial General Liability;
 - 3. Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
 - 4. If so requested, Certified Copies of all policies mentioned above will be furnished.
- G. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, SERVICE PROVIDER shall deliver renewal certificates and/or policies to the CITY at least (10) days prior to the expiration date.

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

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

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

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

15. SERVICE PROVIDER and the CITY agree that SERVICE PROVIDER shall be liable for its own actions and neither SERVICE PROVIDER nor its employees or contractors shall be construed as employees of the CITY. Neither party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as specifically outlined herein. SERVICE PROVIDER, including its employees and contractors, shall not be considered entitled or eligible to participate in any benefits or privileges given or extended by the CITY, or be deemed an employee of the CITY for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation and other employer contributions on behalf of SERVICE PROVIDER or SERVICE PROVIDER's employees or contractors.

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

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

THE CITY OF BIRMINGHAM

By: _____
Patricia Bordman

Its: Mayor

By: _____
J. Cherilynn Mynsberge

Its: City Clerk

COMMON GROUND

By: Heather Rae
Heather Rae

Its: President and CEO

APPROVED:

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

Mark H. Clemence
Mark H. Clemence, Chief of Police
(Approved as to substance)

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

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

ATTACHMENT A

I. Name of Organization: Common Ground

II. Funding Request: \$1,500

III. Amount of funding received from City in current fiscal year: \$1,500

IV. Organization's Purpose or Mission: _____
See page 3

V. Description of Services to be provided (Scope of Work): _____
Please see page 4 for description of services.

VI. Explain the value of the services to the City of Birmingham: _____
See page 4.

VII. Provide a list of the other funding sources: (List below. Attach additional sheet if necessary.)
See page 8.

Name of Organization: Common Ground

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

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

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

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

Submitted by: Jeff Karscinski Title: Director, Business Development
(Print Name)

Signature: [Signature] Date: 12/14/18

Common Ground is requesting the amount of \$1,500 from the City of Birmingham to help support our efforts to respond to crisis, provide safety and advocacy, and build a community of support to your residents.

Common Ground has a strong connection to the City of Birmingham as we originated in 1971 in Birmingham, near the corner of Woodward and Adams Avenues. With an effort of a few students supported by caring adults, this once small office with a modest budget, has grown into an agency serving people in Michigan and well beyond our geographical borders.

Common Ground, a nonprofit agency whose core purpose is "Helping People Move from Crisis to Hope," has been dedicated to helping youths, adults, and families in crisis. The agency's programs provide services in three distinct impact areas.

First, responding to crisis - the agency provides 24-hour crisis telephone, text, chat and face to face crisis intervention, 24-hour psychiatric emergency services, and free legal services.

Second, providing safety and advocacy - the agency provides shelter and supported housing for runaway and homeless youth and intervention for victims of crime.

Third, building communities of support - the agency provides ongoing support groups and education for survivors of suicide, survivors of homicide, survivors of domestic violence, survivors of teen sexual abuse, data rape or incest, Mental Health First Aid, Becoming a Love and Logic Parent parenting classes, and Parent Support group for parents of children with special needs.

Common Ground's program serves as a lifeline for youth, families in crisis, victims of crime, people with mental illness and others in the City of Birmingham and surrounding communities.

Value of the services to the City of Birmingham:

Common Ground is available to help anyone in crisis. Our many programs help people from all walks of life and most of our services are free. 90% of all funding goes directly to service and help is just a phone call away at 1-800-231-1127. Last year we served 30 people who were Birmingham residents with the cost of services in the amount of \$99,525.

Common Ground Program Description Mission, Vision, and Values

*This is the core mission of Common Ground:
Helping people move from crisis to hope.*

The vision of Common Ground is commitment to establishing, maintaining, and providing the necessary resources for the operation of continuous quality improvement/outcomes management program that seeks to ensure the greatest benefit to consumers of our services.

Common Ground's core values are: Empowerment, Collaboration, Innovation, Diversity and Inclusivity.

Agency Overview

Common Ground is a state-of-the-art, nonprofit, crisis intervention agency that provides a comprehensive array of services designed and implemented to meet the crisis and service eligibility needs of the people of Oakland County, Michigan and beyond. For more than 40 years, the agency has provided the tools -our 24-hour Resource and Crisis Helpline, youth and family services, emergency psychiatric services and other programs -that empower individuals to craft their own lives and futures in their own way. Our programs and services are a lifeline for people in times of crisis, victims of crime, people with mental illness, and others in critical situations.

With an annual operating budget of more than \$12 million, Common Ground serves more than 80,000 individuals each year. The agency is supported in part by state and federal grants, contracts, individual and corporate contributions, foundation grants, special events, and Oakland Community Health Network, Genesee Health System and United Way for Southeastern Michigan. Most of our services are free of charge and 90% of funds we receive go to direct service.

Common Ground's programs and services (1) respond to crisis, (2) provide safety and advocacy, and (3) build communities of support. With compassionate caring and concern, professional counseling, and collaboration with other agencies and organizations, we help people move from crisis to hope.

Common Ground Responds to Crisis

Our **24-Resource and Crisis Helpline** provides immediate help to anyone in crisis and access to adults and children seeking mental health assessments. Trained crisis interventionists are available to receive crisis calls, chats, and texts to offer confidential support and resources.

The Oakland Assessment and Crisis Intervention Services (OACIS) provides recovery-oriented, face-to-face emergency assessment, crisis intervention, psychiatric evaluation, peer support, and stabilization services for all Oakland County residents, including children, on a 24-hour, 7 day per week, 365 day per year basis. OACIS focuses on problem solving and assertive crisis resolution strategies as an alternative to hospitalization. Based in Pontiac, OACIS is staffed by psychiatrists, psychologists, nurses, master's prepared mental health professionals, peer support specialists, and paraprofessionals.

The Community Liaison Team is imbedded within prominent community agencies to ensure the identification and prompt treatment of individuals requiring mental health services in Oakland County. Liaison Team members are currently based at the Oakland County Community Corrections, 6th District Court, and Oakland County hospitals when people are involuntarily hospitalized or require court ordered outpatient mental health treatment (Kevin's Law).

The Oakland Crisis Intervention and Recovery Team (OCIRT) provides recovery oriented, trauma informed crisis intervention to those within Oakland County requiring/desiring additional supports between the crisis and the onset of treatment, including those accessing mental health services through a hospital emergency department.

The Legal Clinic is a venue for volunteer attorneys to provide free legal advice, referrals, and counseling to people with legal concerns that range from child custody and divorce to finance- related issues. Services are on a first come, first served basis.

Common Ground Provides Safety and Advocacy

The Victim Assistance Program (VAP) provides 24-hour access to counselors and advocates for victims of any crime, including domestic violence, sexual abuse, homicide and workplace violence.

The Retreat (CRU) is a voluntary alternative to hospitalization for those who meet 401 criteria. The multidisciplinary team consists of psychiatrists, nurses (RNs and LPNs), licensed clinicians, art therapists, recovery coaches, nutrition & wellness specialists, and various support staff. The residential setting is infused with treatment methods and techniques that emphasize recovery, wellness, and trauma informed care. These include an extensive art therapy program, music therapy, yoga, and meditation, on-site support groups, and a hydroponic tower garden that is used to create healthful meal options for clients.

Sanctuary is a 24-hour residential setting for children ages 10-17 who are in the midst of crisis. The program offers individual and group counseling, family therapy sessions, art therapy, and follow-up case management. The Sanctuary's Peer Mentoring program connects clients with trained peers in their age group who lead life skills training, crisis role-playing, and academic tutoring sessions. The Sanctuary also offers community mental health services such as respite care

A Step Forward is a 24-hour residential setting that provides a safe and home-like transitional living shelter for homeless youths ages 16-21, who are seeking self-sufficiency. The program also provides counseling, job training, career development, educational assistance, financial subsidies, and medical assistance to program participants for up to 21 months.

Graduated Apartment Program provides young adults living with chronic mental illness who are homeless with housing subsidies and supportive services. Case managers work alongside each client to help them develop a greater level of self-sufficiency, interpersonal skills, and housing readiness.

Common Ground Builds Communities of Support

Outpatient Counseling is a voluntary counseling program open to youths who identify as any gender from 10 to 17 years old. With the goal of family helping families draw on their own resources and abilities to get through a crisis, individual and family counseling is available for up to three months in a variety of settings. Either at the Basic Center shelter, at a community site, another Common Ground site, or in-home.

Survivors of Suicide Loss Support Group is a bi-monthly, 12-week support group for people who have lost a loved one due to suicide.

Growth and Healing Support Group provides support for young women ages 14-17 who have been victims of sexual assault and/or abuse.

Becoming a Love & Logic Parent® parenting classes is a six-week program for parents of children of all ages that combines discussion, video, support and guest speakers. The program is held three times per year.

Public Education is provided to the community via Common Ground's The Empower Initiative program and Crisis to Hope Presentations.

The Empower Initiative is a prevention-based, theater program comprised of Peer Mentors, ages 15-25. The group presents live performances on issues facing children, teens, young adults and families. Topics include peer pressure, bullying, teasing, substance abuse, dating violence, conflict resolution, stress, and others.

The **Crisis to Hope** Presentations consist of inspirational stories that get to the heart of Common Ground's key impact areas: Responding to Crisis, Providing Safety and Advocacy, and Building Communities of Support. The stories are delivered through personal experiences of the agency's CEO, Board of Trustees, program managers and people who have received our services. Participants come away with a better understanding of how critical Common Ground is to our community.

Birmingham Funding request |

Source	Amount	Percentage
Health and Human Services (Federal)	\$394,726	2.7%
Housing and Urban Development	\$223,723	1.5%
Department of Health and Human Services (State)	\$543,687	3.7%
VOCA	\$480,966	3.3%
Lighthouse (MSHDA)	\$33,821	.2%
Oakland Community Health Network (OCHN)	\$8,047,201	54.8%
Oakland Community Health Network (OCHN) PA 2	\$2,864,030	19.5%
Emergency Shelter Grant	\$10,173	.1%
United Way	\$106,00	.7%
Genesee Health System	\$1,033,404	7.0%
Salvation Army	\$22,568	.2%
Department of Justice	\$132,496	.9%
Public Support	\$515,000	3.5%
Business Revenue	\$123,660	.8%
National Suicide Prevention Lifeline (NSPL)	\$80,000	.5%
Text/Chat funding from prior year	\$39,815	.3%
Strategic planning from prior year incentive dollars	\$40,000	.3%
TOTAL	\$14,691,270	

SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement"), made this ____ day of _____, 2019 by and between the **CITY OF BIRMINGHAM**, having its principal office at 151 Martin Road, Birmingham, MI 48009 ("CITY"), and HAVEN, whose address is P.O. Box 431045, Pontiac, MI 48343-1045 ("SERVICE PROVIDER"), provides as follows:

WITNESSETH:

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

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

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

1. SERVICE PROVIDER shall perform the services as set forth on Attachment A. The type, nature and scope may be changed if mutually agreed upon in writing by SERVICE PROVIDER and the CITY.
2. The CITY shall pay a total of \$2,000.00 to SERVICE PROVIDER for the performance of this Agreement, which amount shall compensate SERVICE PROVIDER for all aspects of the services to be performed including, but not limited to, all preparation, coordination, management, staffing and all other services incidental thereto. Payment shall be made to SERVICE PROVIDER pursuant to the schedule contained in Attachment A.
3. All services performed shall be of the highest quality and standards that meet or exceed that which is required and expected in that service industry.

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

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

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

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

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

9. SERVICE PROVIDER agrees that neither it nor its employees will discriminate against any employee, independent contractor, or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight or marital status. SERVICE PROVIDER shall inform the CITY of all claims or suits asserted against it by SERVICE PROVIDER's employees or contractors who work pursuant to this Agreement. SERVICE

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

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

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

- A. Workers' Compensation Insurance: SERVICE PROVIDER shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- B. Commercial General Liability Insurance: SERVICE PROVIDER shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence for combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability

Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

- C. Motor Vehicle Liability: SERVICE PROVIDER shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than \$ 1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- D. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be *Additional Insureds*: The City of Birmingham, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary and any other insurance maintained by the additional insureds shall be considered to be excess and non-contributing with this insurance required from SERVICE PROVIDER under this Section.
- E. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal shall be sent to: Finance Department, City of Birmingham, P.O. Box 3001, 151 Martin Street, Birmingham, Michigan 48012.
- F. Proof of Insurance Coverage: SERVICE PROVIDER shall provide the CITY at the time the contracts are returned for execution, Certificates of Insurance and/or policies, acceptable to the CITY, as listed below.
 - 1. Two (2) copies of Certificate of Insurance for Workers' Compensation;
 - 2. Two (2) copies of Certificate of Insurance for Commercial General Liability;
 - 3. Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
 - 4. If so requested, Certified Copies of all policies mentioned above will be furnished.
- G. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, SERVICE PROVIDER shall deliver renewal certificates and/or policies to the CITY at least (10) days prior to the expiration date.

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

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

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

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

15. SERVICE PROVIDER and the CITY agree that SERVICE PROVIDER shall be liable for its own actions and neither SERVICE PROVIDER nor its employees or contractors shall be construed as employees of the CITY. Neither party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as specifically outlined herein. SERVICE PROVIDER, including its employees and contractors, shall not be considered entitled or eligible to participate in any benefits or privileges given or extended by the CITY, or be deemed an employee of the CITY for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation and other employer contributions on behalf of SERVICE PROVIDER or SERVICE PROVIDER's employees or contractors.

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

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

THE CITY OF BIRMINGHAM

By: _____
Patricia Bordman

Its: Mayor

By: _____
J. Cherilynn Mynsberge

Its: City Clerk

HAVEN

By: _____
Aimee Nimeh

Its: President and CEO

APPROVED:

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

Mark H. Clemence, Chief of Police
(Approved as to substance)

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

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

ATTACHMENT A

I. Name of Organization: HAVEN Inc.

II. Amount of Funding Requested: \$5,000.00

III. Amount of Funding received from City in current fiscal year: \$2,000.00

IV. Organization's Purpose or Mission:

HAVEN, a nationally recognized nonprofit leader in Oakland County, Michigan, promotes a world of safe, equal, and accountable communities. Our mission is to empower survivors to heal, and to engage all individuals and communities to address and prevent sexual assault and intimate partner violence. We provide services through an innovative model that fully integrates our residential, counseling, advocacy and educational programs under one roof. Each year, HAVEN serves about 30,000 people through a wide range of empowerment-based programs and services. For more than 41 years HAVEN has been the only agency in Oakland County devoted to providing advocacy, education, counseling and emergency shelter for victims of intimate partner violence and sexual assault.

V. Description of Services to be Provided (Scope of Work):

HAVEN programs are conceptualized on a three-point continuum: help during crisis, help moving out of crisis, and help preventing crisis. These programs include:

- 365 days - 24-Hour Crisis and Support Hotline
- A Residential Program (emergency shelter) that provides safe housing and therapeutic services to domestic violence and sexual assault survivors
- START (Safe Therapeutic Assault Response Team) practitioners, who provide sexual assault victims (include children) with sexual assault forensic exams, therapeutic medical care, evidence collection, and emotional support
- A Social Action Program through which advocates help victims to develop a safety plan, access resources, and learn about their rights. Advocates also assist with personal protection orders and accompany them to legal proceedings
- Individual and group counseling services which provide information, support, and insight into the dynamics of abuse and the myriad of feelings and issues that accompany it
- A Community Resources program that connects clients to our in-house Career Center and over thirty community service partnerships. These partnerships enable us to provide on-site services for career building, education, mentorship, financial assistance, financial management, housing, medical, and dental care.
- Prevention programs that educate and train professionals, students, and community members on the dynamics of domestic violence, sexual assault and healthy relationships.

Funds from the Birmingham Police Department are used to serve Birmingham residents and their families in the immediate aftermath of a domestic violence or sexual assault incident.

Name of Organization: HAVEN Inc. - continued

This may include the provision of forensic examinations, emergency shelter, calls to our crisis line, legal advocacy, or ongoing counseling. Every survivor's needs are different based on their specific circumstances.

VI. Explain the value of the services to the City of Birmingham:

In Michigan, every third home knows intimate partner violence, and 40% of women 16 and older have experienced some form of sexual violence, from unwanted touching to forcible rape. More than 150,000 households in Oakland County alone experience domestic violence or sexual assault, across all socio-economic levels. In 2018, HAVEN responded to over 15,000 crisis calls from victims seeking help. Our emergency shelter alone provided services to about 425 individuals, including about 217 children.

HAVEN recognizes that domestic abuse involves more than acts of violence. Victims may be kept isolated in their own homes, forbidden to work or advance their careers, prevented from driving, denied access to finances, subject to constant monitoring (including social media and electronic stalking), and may be subject to a litany of threats and insults that undermine their sense of self-worth or hope of escaping their abuser. Reaching out to HAVEN's 24-hour Crisis and Support Line is a step that takes enormous courage and energy, but once clients are safely in shelter, they still face seemingly insurmountable obstacles to achieving independence and healing from abuse. Social isolation, poverty, unemployment, medical and mental health concerns, legal concerns, and the needs of their children all present significant barriers to moving out of crisis and toward healing.

HAVEN's service delivery model is designed to meet clients at this deeper, more comprehensive level. Our integrated services directly address the multitude of pragmatic and personal barriers that hold survivors back from long-term independence by providing support, education and advocacy that empowers them to make the best decisions for themselves and their children.

Exposure to domestic violence has been linked to homelessness, poor mental and physical health outcomes, increased emergency room visits, unemployment, missed work time, aggressive or fearful behavior in children, and a host of other concerns that directly impact the overall well-being of the community. HAVEN is the only comprehensive domestic violence and sexual assault service organization in Oakland County, and without our critical services, people in the community, including those in the City of Birmingham, would have nowhere to go in the midst of crisis.

Name of Organization: HAVEN Inc. - continued

VII. Provide a list of other funding sources:

Approximately 52% of HAVEN's funding comes from government sources, including VOCA, DV Comprehensive Grant, DV STOP Grant, and Oakland County CDBG programs. About 7% of funds come from United Way.

The remaining 41% of expenses are funded through contributions from corporate and private foundations as well as individual donors, including the Birmingham Police Department. Our most significant contributions in 2018 came from the Detroit Lions Charities, McGregor Fund, Cooper Standard, the Ford Motor Company Fund, the Michigan Health Endowment Fund, and Verizon Wireless.

VIII. Provide a detailed list of services provided since July of 2016 (July 1, 2016 –March 31, 2019.) Include the following for each quarter:

- Date & Time Frame of each service provided
- Explanation of the services provided
- Number of Birmingham residents in attendance/effectuated by service
- Explanation of how the funds were used

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

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

Please see attached documentation for question VIII by quarter

Submitted by: Blanca Q Fauble

Title : HAVEN - Director of Development

Signature:

Blanca Q Fauble

Date:

5/2/19

Key to abbreviations

Organization Name: HAVEN Inc.

<u>Program Name</u>	<u>Abbreviation</u>	<u>Cost per Session</u>
Domestic Violence Counseling Program	DVCP	\$503
Court Advocacy	Social Action	\$115
Personal Protection Guidance	PPO	\$196
Forensic Examinations/ rape kits/counseling	START/ SACATP	\$1,262

For Birmingham Police Department, December 2018
07.01.17 to 06.30.18

CDBG - By Case Note Date, Clients By Program By City					
New clients for the period.					
Quarter 1					
Filter:					
CDBG Area equals ('Birmingham')					
Case Note Date between '7/1/2017 12:00 am' and '9/30/2017 11:59 pm'					
Case Status equals ('Closed', 'Closed - No Show', 'Closed Complete', 'CWA [Contact without Agreement]', 'Open')					
Billable Minutes between 1 and 1000					
Client #	CDBG Area	Program Name	Case Note Date	Billable Minutes Total	Record Count Total
09-1801	Birmingham	DVCP	07/10/2017 @ 3:29 pm	60	1
09-1801	Birmingham	DVCP	07/17/2017 @ 12:00 pm	60	1
09-1801	Birmingham	DVCP	08/15/2017 @ 11:00 am	60	1
09-1801	Birmingham	DVCP	08/31/2017 @ 2:30 pm	50	1
09-1801	Birmingham	DVCP	09/07/2017 @ 10:30 am	60	1
09-1801	Birmingham	DVCP	09/21/2017 @ 12:00 pm	60	1
09-1801		DVCP		350	6
09-1801	Birmingham	SACATP	09/11/2017 @ 5:37 pm	90	1
09-1801	Birmingham	SACATP	09/19/2017 @ 10:33 am	90	1
09-1801		SACATP		180	2
09-1801				530	8
10-0684	Birmingham	DVCP	09/15/2017 @ 1:35 pm	1	1
10-0684	Birmingham	DVCP	09/19/2017 @ 12:14 pm	2	1
10-0684	Birmingham	DVCP	09/22/2017 @ 12:25 pm	2	1
10-0684		DVCP		5	3
10-0684	Birmingham	PPO	08/30/2017 @ 3:15 pm	105	1
10-0684	Birmingham	PPO	08/30/2017 @ 4:30 pm	15	1
10-0684	Birmingham	PPO	08/31/2017 @ 8:36 am	15	1
10-0684	Birmingham	PPO	09/05/2017 @ 9:04 am	15	1
10-0684	Birmingham	PPO	09/11/2017 @ 3:29 pm	15	1
10-0684	Birmingham	PPO	09/11/2017 @ 3:49 pm	15	1
10-0684	Birmingham	PPO	09/12/2017 @ 4:34 pm	15	1
10-0684	Birmingham	PPO	09/22/2017 @ 1:45 pm	15	1
10-0684	Birmingham	PPO	09/25/2017 @ 2:21 pm	15	1
10-0684	Birmingham	PPO	09/25/2017 @ 3:20 pm	30	1
10-0684	Birmingham	PPO	09/27/2017 @ 12:51 pm	7	1
10-0684	Birmingham	PPO	09/27/2017 @ 12:55 pm	15	1
10-0684	Birmingham	PPO	09/27/2017 @ 1:00 pm	195	1
10-0684		PPO		472	13
10-0684				477	16
15-1789	Birmingham	DVCP	07/07/2017 @ 1:02 pm	10	1
15-1789	Birmingham	DVCP	09/18/2017 @ 12:40 pm	1	1
15-1789	Birmingham	DVCP	09/20/2017 @ 4:31 pm	120	1
15-1789	Birmingham	DVCP	09/25/2017 @ 4:07 pm	1	1
15-1789	Birmingham	DVCP	09/27/2017 @ 5:32 pm	1	1
15-1789		DVCP		133	5
15-1789				133	5
16-1466	Birmingham	DVCP	07/06/2017 @ 1:00 pm	40	1
16-1466	Birmingham	DVCP	07/11/2017 @ 7:00 pm	60	1
16-1466	Birmingham	DVCP	07/18/2017 @ 12:54 pm	50	1
16-1466	Birmingham	DVCP	07/18/2017 @ 2:09 pm	90	1
16-1466	Birmingham	DVCP	07/20/2017 @ 12:00 pm	40	1

16-1466	Birmingham	DVCP	07/25/2017 @ 12:28 pm	90	1
16-1466	Birmingham	DVCP	08/01/2017 @ 1:28 pm	90	1
16-1466	Birmingham	DVCP	08/03/2017 @ 12:30 pm	50	1
16-1466	Birmingham	DVCP	08/09/2017 @ 1:26 pm	90	1
16-1466	Birmingham	DVCP	08/10/2017 @ 12:30 pm	70	1
16-1466	Birmingham	DVCP	08/15/2017 @ 1:32 pm	90	1
16-1466	Birmingham	DVCP	08/17/2017 @ 12:30 pm	40	1
16-1466	Birmingham	DVCP	08/29/2017 @ 12:19 pm	90	1
16-1466	Birmingham	DVCP	08/29/2017 @ 7:00 pm	60	1
16-1466	Birmingham	DVCP	09/05/2017 @ 2:21 pm	90	1
16-1466	Birmingham	DVCP	09/12/2017 @ 3:32 pm	90	1
16-1466	Birmingham	DVCP	09/19/2017 @ 10:22 am	90	1
16-1466	Birmingham	DVCP	09/19/2017 @ 7:00 pm	50	1
16-1466	Birmingham	DVCP	09/28/2017 @ 4:14 pm	90	1
16-1466		DVCP		1,360	19
16-1466				1,360	19
16-1836	Birmingham	DVCP	07/05/2017 @ 10:31 pm	60	1
16-1836	Birmingham	DVCP	07/11/2017 @ 12:28 pm	10	1
16-1836	Birmingham	DVCP	07/21/2017 @ 11:10 pm	75	1
16-1836	Birmingham	DVCP	07/26/2017 @ 1:07 pm	1	1
16-1836	Birmingham	DVCP	07/27/2017 @ 4:08 pm	60	1
16-1836	Birmingham	DVCP	07/31/2017 @ 2:06 pm	50	1
16-1836	Birmingham	DVCP	08/07/2017 @ 4:26 pm	60	1
16-1836	Birmingham	DVCP	08/21/2017 @ 6:52 pm	1	1
16-1836	Birmingham	DVCP	08/24/2017 @ 3:41 pm	50	1
16-1836	Birmingham	DVCP	08/28/2017 @ 5:32 pm	5	1
16-1836	Birmingham	DVCP	08/29/2017 @ 9:34 am	1	1
16-1836	Birmingham	DVCP	08/31/2017 @ 5:17 pm	60	1
16-1836	Birmingham	DVCP	09/06/2017 @ 1:05 am	60	1
16-1836	Birmingham	DVCP	09/11/2017 @ 3:27 pm	50	1
16-1836	Birmingham	DVCP	09/13/2017 @ 11:48 pm	50	1
16-1836	Birmingham	DVCP	09/18/2017 @ 3:16 pm	60	1
16-1836	Birmingham	DVCP	09/21/2017 @ 4:20 pm	60	1
16-1836	Birmingham	DVCP	09/25/2017 @ 4:15 pm	35	1
16-1836	Birmingham	DVCP	09/28/2017 @ 5:14 pm	75	1
16-1836		DVCP		823	19
16-1836	Birmingham	Social Action	07/27/2017 @ 12:29 pm	15	1
16-1836	Birmingham	Social Action	07/31/2017 @ 1:00 pm	150	1
16-1836	Birmingham	Social Action	08/10/2017 @ 10:30 am	45	1
16-1836	Birmingham	Social Action	09/11/2017 @ 4:00 pm	45	1
16-1836	Birmingham	Social Action	09/14/2017 @ 10:15 am	30	1
16-1836	Birmingham	Social Action	09/19/2017 @ 11:00 am	15	1
16-1836		Social Action		300	6
16-1836				1,123	25
17-0247	Birmingham	DVCP	09/15/2017 @ 11:17 pm	8	1
17-0247	Birmingham	DVCP	09/18/2017 @ 12:23 pm	70	1
17-0247	Birmingham	DVCP	09/25/2017 @ 3:56 pm	60	1
17-0247	Birmingham	DVCP	09/28/2017 @ 4:35 pm	5	1
17-0247		DVCP		143	4
17-0247				143	4
17-1265	Birmingham	Social Action	07/14/2017 @ 1:05 am	150	1

17-1265	Birmingham	Social Action	07/25/2017 @ 11:45 am	15	1
17-1265	Birmingham	Social Action	08/28/2017 @ 2:18 pm	15	1
17-1265		Social Action		180	3
17-1265	Birmingham	START	07/14/2017 @ 2:00 am	170	1
17-1265	Birmingham	START	07/14/2017 @ 11:36 am	20	1
17-1265		START		190	2
17-1265				370	5
17-1601	Birmingham	Social Action	09/06/2017 @ 10:33 pm	30	1
17-1601	Birmingham	Social Action	09/06/2017 @ 10:37 pm	30	1
17-1601	Birmingham	Social Action	09/07/2017 @ 12:00 am	180	1
17-1601		Social Action		240	3
17-1601	Birmingham	START	09/07/2017 @ 12:25 am	180	1
17-1601		START		180	1
17-1601				420	4
				4,556	86

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CDBG - By Case Note Date, Clients By Program By City
New clients for the period.

Quarter 2

Filter:

CDBG Area equals ('Birmingham')

Case Note Date between '10/1/2017 12:00 am' and '12/31/2017 11:59 pm'

Case Status equals ('Closed', 'Closed - No Show', 'Closed Complete', 'CWA [Contact without Agreement]', 'Open')

Billable Minutes between 1 and 1000

Client #	CDBG Area	Program Name	Case Note Date	Billable Minutes		Record Count	
				Total		Total	
09-1801	Birmingham	DVCP	10/11/2017 @ 2:00 pm	60		1	
09-1801	Birmingham	DVCP	10/19/2017 @ 3:00 pm	60		1	
09-1801	Birmingham	DVCP	11/02/2017 @ 9:00 am	50		1	
09-1801	Birmingham	DVCP	11/09/2017 @ 4:00 pm	60		1	
09-1801	Birmingham	DVCP	11/21/2017 @ 1:00 pm	60		1	
09-1801	Birmingham	DVCP	11/30/2017 @ 2:00 pm	60		1	
09-1801	Birmingham	DVCP	12/07/2017 @ 2:00 pm	60		1	
09-1801	Birmingham	DVCP	12/21/2017 @ 2:00 pm	60		1	
09-1801	Birmingham	DVCP	12/28/2017 @ 2:00 pm	60		1	
09-1801		DVCP		530		9	
09-1801	Birmingham	SACATP	10/09/2017 @ 10:20 am	90		1	
09-1801	Birmingham	SACATP	10/16/2017 @ 11:24 am	90		1	
09-1801	Birmingham	SACATP	10/23/2017 @ 10:48 am	90		1	
09-1801	Birmingham	SACATP	11/02/2017 @ 4:56 pm	5		1	
09-1801	Birmingham	SACATP	11/17/2017 @ 12:02 pm	90		1	
09-1801	Birmingham	SACATP	12/07/2017 @ 11:29 am	90		1	
09-1801	Birmingham	SACATP	12/14/2017 @ 2:01 pm	90		1	
09-1801	Birmingham	SACATP	12/28/2017 @ 10:48 am	90		1	
09-1801		SACATP		635		8	
09-1801				1,165		17	
10-0684	Birmingham	DVCP	10/06/2017 @ 11:38 am	1		1	
10-0684	Birmingham	DVCP	10/06/2017 @ 1:22 pm	6		1	
10-0684	Birmingham	DVCP	10/07/2017 @ 12:48 pm	85		1	
10-0684	Birmingham	DVCP	10/13/2017 @ 12:55 pm	10		1	
10-0684	Birmingham	DVCP	10/14/2017 @ 11:00 am	60		1	
10-0684	Birmingham	DVCP	10/21/2017 @ 9:49 am	1		1	
10-0684	Birmingham	DVCP	10/21/2017 @ 11:08 am	20		1	
10-0684	Birmingham	DVCP	10/28/2017 @ 1:05 pm	60		1	
10-0684	Birmingham	DVCP	11/04/2017 @ 11:00 am	60		1	
10-0684	Birmingham	DVCP	11/11/2017 @ 11:00 am	90		1	

10-0684	Birmingham	DVCP	11/14/2017 @ 12:06 pm	1	1
10-0684	Birmingham	DVCP	11/14/2017 @ 2:03 pm	24	1
10-0684	Birmingham	DVCP	11/18/2017 @ 11:00 am	60	1
10-0684	Birmingham	DVCP	12/02/2017 @ 11:00 am	60	1
10-0684	Birmingham	DVCP	12/09/2017 @ 11:00 am	2	1
10-0684	Birmingham	DVCP	12/16/2017 @ 11:00 am	60	1
10-0684		DVCP		600	16
10-0684	Birmingham	PPO	10/04/2017 @ 4:10 pm	15	1
10-0684	Birmingham	PPO	10/05/2017 @ 2:20 pm	30	1
10-0684	Birmingham	PPO	10/11/2017 @ 4:00 pm	45	1
10-0684		PPO		90	3
10-0684	Birmingham	Social Action	10/23/2017 @ 9:00 am	15	1
10-0684	Birmingham	Social Action	10/24/2017 @ 10:00 am	15	1
10-0684	Birmingham	Social Action	10/25/2017 @ 8:30 am	15	1
10-0684	Birmingham	Social Action	10/25/2017 @ 1:30 pm	15	1
10-0684	Birmingham	Social Action	10/31/2017 @ 11:11 am	30	1
10-0684	Birmingham	Social Action	11/16/2017 @ 10:25 am	15	1
10-0684	Birmingham	Social Action	11/20/2017 @ 2:49 pm	15	1
10-0684	Birmingham	Social Action	11/28/2017 @ 2:28 pm	30	1
10-0684		Social Action		150	8
10-0684				840	27
15-1789	Birmingham	DVCP	10/03/2017 @ 12:37 pm	40	1
15-1789	Birmingham	DVCP	10/16/2017 @ 5:46 pm	80	1
15-1789	Birmingham	DVCP	10/20/2017 @ 3:32 pm	2	1
15-1789	Birmingham	DVCP	11/17/2017 @ 3:01 pm	20	1
15-1789	Birmingham	DVCP	11/21/2017 @ 3:45 pm	50	1
15-1789	Birmingham	DVCP	11/29/2017 @ 6:30 pm	5	1
15-1789	Birmingham	DVCP	12/01/2017 @ 3:13 pm	40	1
15-1789		DVCP		237	7
15-1789				237	7
16-1466	Birmingham	DVCP	10/03/2017 @ 5:00 pm	50	1
16-1466	Birmingham	DVCP	10/03/2017 @ 7:40 pm	15	1
16-1466	Birmingham	DVCP	10/05/2017 @ 6:03 pm	90	1
16-1466	Birmingham	DVCP	10/10/2017 @ 11:22 am	90	1
16-1466	Birmingham	DVCP	10/10/2017 @ 2:50 pm	25	1
16-1466	Birmingham	DVCP	10/17/2017 @ 2:50 pm	120	1
16-1466	Birmingham	DVCP	10/31/2017 @ 4:47 pm	90	1
16-1466	Birmingham	DVCP	11/07/2017 @ 4:54 pm	90	1
16-1466	Birmingham	DVCP	11/16/2017 @ 12:33 pm	90	1
16-1466	Birmingham	DVCP	11/21/2017 @ 4:01 pm	90	1
16-1466	Birmingham	DVCP	11/30/2017 @ 12:50 pm	90	1
16-1466		DVCP		840	11
16-1466				840	11
16-1836	Birmingham	DVCP	10/02/2017 @ 5:25 pm	60	1
16-1836	Birmingham	DVCP	10/05/2017 @ 5:54 pm	5	1
16-1836	Birmingham	DVCP	10/09/2017 @ 4:43 pm	60	1
16-1836	Birmingham	DVCP	11/08/2017 @ 11:13 am	65	1
16-1836	Birmingham	DVCP	11/13/2017 @ 2:14 pm	60	1
16-1836	Birmingham	DVCP	11/20/2017 @ 5:23 pm	70	1
16-1836	Birmingham	DVCP	11/30/2017 @ 11:38 pm	60	1
16-1836	Birmingham	DVCP	12/07/2017 @ 5:18 pm	5	1

16-1836	Birmingham	DVCP	12/11/2017 @ 5:23 pm	70	1
16-1836	Birmingham	DVCP	12/18/2017 @ 5:06 pm	80	1
16-1836	Birmingham	DVCP	12/19/2017 @ 6:35 pm	90	1
16-1836		DVCP		625	11
16-1836				625	11
17-0247	Birmingham	DVCP	10/04/2017 @ 2:21 pm	60	1
17-0247	Birmingham	DVCP	10/11/2017 @ 2:19 pm	60	1
17-0247	Birmingham	DVCP	10/18/2017 @ 5:31 pm	60	1
17-0247	Birmingham	DVCP	10/19/2017 @ 11:53 am	10	1
17-0247		DVCP		190	4
17-0247				190	4
17-1941	Birmingham	Social Action	11/01/2017 @ 5:55 pm	540	1
17-1941	Birmingham	Social Action	11/08/2017 @ 4:22 pm	15	1
17-1941	Birmingham	Social Action	11/09/2017 @ 2:45 pm	15	1
17-1941	Birmingham	Social Action	11/13/2017 @ 9:59 am	30	1
17-1941	Birmingham	Social Action	12/14/2017 @ 4:04 pm	15	1
17-1941		Social Action		615	5
17-1941	Birmingham	START	11/01/2017 @ 7:00 pm	105	1
17-1941	Birmingham	START	11/28/2017 @ 1:00 pm	10	1
17-1941		START		115	2
17-1941				730	7
17-1977	Birmingham	PPO	11/08/2017 @ 8:45 am	180	1
17-1977	Birmingham	PPO	11/08/2017 @ 1:00 pm	15	1
17-1977	Birmingham	PPO	11/08/2017 @ 3:29 pm	30	1
17-1977	Birmingham	PPO	12/20/2017 @ 10:48 am	15	1
17-1977		PPO		240	4
17-1977				240	4
17-2003	Birmingham	DVCP	12/11/2017 @ 5:30 pm	60	1
17-2003	Birmingham	DVCP	12/19/2017 @ 4:03 pm	60	1
17-2003		DVCP		120	2
17-2003	Birmingham	PPO	11/20/2017 @ 9:07 am	15	1
17-2003	Birmingham	PPO	11/20/2017 @ 12:40 pm	120	1
17-2003	Birmingham	PPO	11/20/2017 @ 3:54 pm	15	1
17-2003	Birmingham	PPO	11/21/2017 @ 3:58 pm	15	1
17-2003	Birmingham	PPO	11/22/2017 @ 9:20 am	30	1
17-2003	Birmingham	PPO	11/27/2017 @ 8:52 am	15	1
17-2003	Birmingham	PPO	12/05/2017 @ 9:08 am	30	1
17-2003		PPO		240	7
17-2003	Birmingham	Social Action	11/14/2017 @ 12:36 pm	5	1
17-2003	Birmingham	Social Action	11/14/2017 @ 12:39 pm	10	1
17-2003	Birmingham	Social Action	11/14/2017 @ 2:10 pm	110	1
17-2003	Birmingham	Social Action	11/20/2017 @ 2:09 pm	5	1
17-2003	Birmingham	Social Action	11/28/2017 @ 5:34 pm	22	1
17-2003		Social Action		152	5
17-2003				512	14
				5,379	102

90.08

CDBG - By Case Note Date, Clients By Program By City
New clients for the period.

Quarter 3

Filter:

CDBG Area equals ('Birmingham')

Case Note Date between '1/1/2018 12:00 am' and '3/31/2018 11:59 pm'

Case Status equals ('Closed', 'Closed - No Show', 'Closed Complete', 'CWA [Contact without Agreement]', 'Open')

Billable Minutes between 1 and 1000

Client #	CDBG Area	Program Name	Case Note Date	Billable Minutes	Record Count
				Total	Total

09-1801	Birmingham	SACATP	01/02/2018 @ 11:00 am	60	1
09-1801	Birmingham	SACATP	01/04/2018 @ 10:27 am	90	1
09-1801	Birmingham	SACATP	01/17/2018 @ 2:00 pm	60	1
09-1801	Birmingham	SACATP	01/24/2018 @ 2:00 pm	75	1
09-1801	Birmingham	SACATP	01/25/2018 @ 9:52 am	90	1
09-1801	Birmingham	SACATP	02/07/2018 @ 2:00 pm	50	1
09-1801	Birmingham	SACATP	02/08/2018 @ 1:08 pm	90	1
09-1801	Birmingham	SACATP	02/22/2018 @ 12:29 pm	90	1
09-1801	Birmingham	SACATP	02/27/2018 @ 11:00 am	60	1
09-1801	Birmingham	SACATP	03/14/2018 @ 4:00 pm	60	1
09-1801	Birmingham	SACATP	03/15/2018 @ 9:10 am	90	1
09-1801	Birmingham	SACATP	03/28/2018 @ 3:00 pm	50	1
09-1801	Birmingham	SACATP	03/29/2018 @ 7:38 pm	90	1
09-1801		SACATP		955	13
09-1801				955	13
10-0684	Birmingham	DVCP	01/06/2018 @ 12:30 pm	60	1
10-0684	Birmingham	DVCP	01/13/2018 @ 11:00 am	60	1
10-0684	Birmingham	DVCP	01/20/2018 @ 11:00 am	60	1
10-0684	Birmingham	DVCP	01/27/2018 @ 11:00 am	60	1
10-0684	Birmingham	DVCP	02/03/2018 @ 11:00 am	60	1
10-0684	Birmingham	DVCP	02/10/2018 @ 11:00 am	60	1
10-0684	Birmingham	DVCP	02/17/2018 @ 11:00 am	60	1
10-0684	Birmingham	DVCP	02/24/2018 @ 11:00 am	60	1
10-0684	Birmingham	DVCP	03/03/2018 @ 11:00 am	60	1
10-0684	Birmingham	DVCP	03/10/2018 @ 11:00 am	60	1
10-0684	Birmingham	DVCP	03/17/2018 @ 11:00 am	60	1
10-0684	Birmingham	DVCP	03/24/2018 @ 11:17 am	8	1
10-0684	Birmingham	DVCP	03/31/2018 @ 11:25 am	40	1
10-0684		DVCP		708	13
10-0684				708	13
16-1466	Birmingham	DVCP	01/02/2018 @ 1:48 pm	90	1
16-1466	Birmingham	DVCP	01/18/2018 @ 12:25 pm	90	1
16-1466	Birmingham	DVCP	01/23/2018 @ 3:24 pm	90	1
16-1466	Birmingham	DVCP	01/30/2018 @ 2:28 pm	90	1
16-1466	Birmingham	DVCP	02/06/2018 @ 10:39 am	90	1
16-1466	Birmingham	DVCP	02/13/2018 @ 10:33 am	90	1
16-1466	Birmingham	DVCP	02/20/2018 @ 12:21 pm	90	1
16-1466	Birmingham	DVCP	02/27/2018 @ 10:32 am	90	1
16-1466	Birmingham	DVCP	03/06/2018 @ 6:00 pm	120	1
16-1466	Birmingham	DVCP	03/08/2018 @ 4:19 pm	1	1
16-1466	Birmingham	DVCP	03/08/2018 @ 4:23 pm	4	1
16-1466	Birmingham	DVCP	03/20/2018 @ 3:13 pm	90	1
16-1466	Birmingham	DVCP	03/27/2018 @ 7:23 pm	90	1
16-1466		DVCP		1,025	13
16-1466	Birmingham	Resources	01/22/2018 @ 10:08 am	75	1
16-1466		Resources		75	1
16-1466				1,100	14
16-1836	Birmingham	DVCP	01/04/2018 @ 4:55 pm	60	1
16-1836	Birmingham	DVCP	01/10/2018 @ 12:42 pm	75	1
16-1836	Birmingham	DVCP	01/19/2018 @ 2:31 pm	60	1
16-1836	Birmingham	DVCP	01/22/2018 @ 5:06 pm	65	1

16-1836	Birmingham	DVCP	02/01/2018 @ 2:22 pm	75	1
16-1836	Birmingham	DVCP	02/08/2018 @ 4:54 pm	70	1
16-1836	Birmingham	DVCP	02/12/2018 @ 10:52 am	75	1
16-1836	Birmingham	DVCP	02/22/2018 @ 3:39 pm	75	1
16-1836	Birmingham	DVCP	02/27/2018 @ 1:00 pm	65	1
16-1836	Birmingham	DVCP	03/05/2018 @ 3:12 pm	60	1
16-1836	Birmingham	DVCP	03/06/2018 @ 6:00 pm	120	1
16-1836	Birmingham	DVCP	03/12/2018 @ 4:44 pm	60	1
16-1836	Birmingham	DVCP	03/19/2018 @ 5:18 pm	75	1
16-1836	Birmingham	DVCP	03/26/2018 @ 3:56 pm	60	1
16-1836		DVCP		995	14
16-1836	Birmingham	Social Action	03/08/2018 @ 3:15 am	90	1
16-1836	Birmingham	Social Action	03/08/2018 @ 4:00 pm	15	1
16-1836		Social Action		105	2
16-1836				1,100	16
18-0173	Birmingham	SACATP	02/14/2018 @ 5:09 pm	60	1
18-0173	Birmingham	SACATP	02/21/2018 @ 11:37 am	60	1
18-0173	Birmingham	SACATP	02/28/2018 @ 2:31 pm	60	1
18-0173		SACATP		180	3
18-0173				180	3
18-0198	Birmingham	Resources	01/22/2018 @ 11:37 am	75	1
18-0198	Birmingham	Resources	02/19/2018 @ 10:15 am	120	1
18-0198	Birmingham	Resources	03/19/2018 @ 2:48 am	120	1
18-0198		Resources		315	3
18-0198				315	3
18-0200	Birmingham	Resources	01/22/2018 @ 11:39 am	75	1
18-0200	Birmingham	Resources	02/19/2018 @ 10:20 am	120	1
18-0200	Birmingham	Resources	03/19/2018 @ 10:24 am	120	1
18-0200		Resources		315	3
18-0200				315	3
				4,673	65

= 78 HRS

CDBG - By Case Note Date, Clients By Program By City
New clients for the period.

Quarter 4

Filter:

CDBG Area equals ('Birmingham')

Case Note Date between '4/1/2018 12:00 am' and '6/30/2018 11:59 pm'

Case Status equals ('Closed', 'Closed - No Show', 'Closed Complete', 'CWA [Contact without Agreement]', 'Open')

Billable Minutes between 1 and 1000

Client #	CDBG Area	Program Name	Case Note Date	Billable Minutes	Record Count
				Total	Total
09-1801	Birmingham	SACATP	04/13/2018 @ 11:57 am	90	1
09-1801	Birmingham	SACATP	04/18/2018 @ 4:00 pm	60	1
09-1801	Birmingham	SACATP	04/25/2018 @ 4:00 pm	50	1
09-1801	Birmingham	SACATP	04/26/2018 @ 10:58 am	120	1
09-1801	Birmingham	SACATP	05/08/2018 @ 4:30 pm	60	1
09-1801	Birmingham	SACATP	05/16/2018 @ 4:00 pm	35	1
09-1801	Birmingham	SACATP	05/29/2018 @ 1:00 pm	60	1
09-1801	Birmingham	SACATP	06/13/2018 @ 4:00 pm	60	1
09-1801	Birmingham	SACATP	06/19/2018 @ 5:30 pm	60	1
09-1801	Birmingham	SACATP	06/27/2018 @ 4:00 pm	60	1
09-1801		SACATP		655	10
09-1801				655	10
10-0684	Birmingham	DVCP	04/07/2018 @ 11:00 am	60	1
10-0684	Birmingham	DVCP	04/13/2018 @ 1:00 pm	60	1

10-0684	Birmingham	DVCP	04/21/2018 @ 11:00 am	60	1
10-0684	Birmingham	DVCP	05/05/2018 @ 10:30 am	60	1
10-0684	Birmingham	DVCP	05/12/2018 @ 1:10 am	60	1
10-0684	Birmingham	DVCP	05/19/2018 @ 10:30 am	60	1
10-0684	Birmingham	DVCP	05/26/2018 @ 10:30 am	60	1
10-0684	Birmingham	DVCP	06/02/2018 @ 10:01 am	60	1
10-0684	Birmingham	DVCP	06/09/2018 @ 12:01 am	60	1
10-0684	Birmingham	DVCP	06/16/2018 @ 10:30 am	90	1
10-0684	Birmingham	DVCP	06/23/2018 @ 12:01 am	60	1
10-0684	Birmingham	DVCP	06/30/2018 @ 10:30 am	60	1
10-0684		DVCP		750	12
10-0684				750	12
16-1466	Birmingham	DVCP	04/04/2018 @ 2:54 pm	90	1
16-1466	Birmingham	DVCP	04/10/2018 @ 5:27 pm	90	1
16-1466	Birmingham	DVCP	04/17/2018 @ 1:14 pm	90	1
16-1466	Birmingham	DVCP	04/24/2018 @ 4:24 pm	90	1
16-1466	Birmingham	DVCP	05/01/2018 @ 3:14 pm	90	1
16-1466	Birmingham	DVCP	05/08/2018 @ 3:09 pm	90	1
16-1466	Birmingham	DVCP	05/08/2018 @ 4:25 pm	40	1
16-1466	Birmingham	DVCP	05/22/2018 @ 2:27 pm	1	1
16-1466	Birmingham	DVCP	05/29/2018 @ 2:06 pm	90	1
16-1466	Birmingham	DVCP	06/05/2018 @ 8:00 pm	90	1
16-1466	Birmingham	DVCP	06/12/2018 @ 3:07 pm	18	1
16-1466	Birmingham	DVCP	06/19/2018 @ 1:49 pm	90	1
16-1466	Birmingham	DVCP	06/19/2018 @ 7:30 pm	60	1
16-1466		DVCP		929	13
16-1466	Birmingham	Resources	06/01/2018 @ 9:42 am	180	1
16-1466		Resources		180	1
16-1466				1,109	14
16-1836	Birmingham	DVCP	04/09/2018 @ 4:14 pm	70	1
16-1836	Birmingham	DVCP	04/16/2018 @ 5:45 pm	65	1
16-1836	Birmingham	DVCP	04/23/2018 @ 5:30 pm	80	1
16-1836	Birmingham	DVCP	04/30/2018 @ 3:50 pm	70	1
16-1836	Birmingham	DVCP	05/07/2018 @ 4:05 pm	70	1
16-1836	Birmingham	DVCP	05/14/2018 @ 1:36 pm	60	1
16-1836	Birmingham	DVCP	05/21/2018 @ 1:10 pm	60	1
16-1836	Birmingham	DVCP	05/30/2018 @ 12:05 pm	40	1
16-1836	Birmingham	DVCP	06/04/2018 @ 4:06 pm	75	1
16-1836	Birmingham	DVCP	06/18/2018 @ 4:52 pm	60	1
16-1836	Birmingham	DVCP	06/23/2018 @ 2:07 pm	270	1
16-1836	Birmingham	DVCP	06/25/2018 @ 4:49 pm	60	1
16-1836		DVCP		980	12
16-1836	Birmingham	Social Action	04/10/2018 @ 10:35 am	5	1
16-1836	Birmingham	Social Action	05/01/2018 @ 3:50 pm	60	1
16-1836	Birmingham	Social Action	05/08/2018 @ 8:30 am	210	1
16-1836		Social Action		275	3
16-1836				1,255	15
18-0198	Birmingham	Resources	04/16/2018 @ 10:17 am	120	1
18-0198	Birmingham	Resources	05/05/2018 @ 10:18 am	300	1
18-0198	Birmingham	Resources	05/21/2018 @ 12:09 pm	120	1
18-0198	Birmingham	Resources	06/01/2018 @ 9:43 am	180	1

18-0198		Resources		720	4
18-0198				720	4
18-0200	Birmingham	Resources	04/16/2018 @ 10:24 am	120	1
18-0200	Birmingham	Resources	05/14/2018 @ 10:26 am	300	1
18-0200	Birmingham	Resources	05/21/2018 @ 12:10 pm	120	1
18-0200	Birmingham	Resources	06/01/2018 @ 9:45 am	180	1
18-0200		Resources		720	4
18-0200				720	4
18-0570	Birmingham	PPO	04/09/2018 @ 8:30 am	180	1
18-0570	Birmingham	PPO	04/09/2018 @ 12:09 pm	30	1
18-0570	Birmingham	PPO	05/07/2018 @ 4:29 pm	15	1
18-0570	Birmingham	PPO	05/10/2018 @ 8:30 am	120	1
18-0570	Birmingham	PPO	05/10/2018 @ 11:21 am	15	1
18-0570		PPO		360	5
18-0570				360	5
18-0902	Birmingham	DVCP	06/12/2018 @ 3:15 pm	3	1
18-0902	Birmingham	DVCP	06/14/2018 @ 7:00 pm	60	1
18-0902	Birmingham	DVCP	06/21/2018 @ 2:38 pm	1	1
18-0902		DVCP		64	3
18-0902				64	3
				5,633	67

= 89 HRS

Services, For Birmingham Police Department, May 2019
07/01/18 to 03/31/19, By Quarter

CDBG Area equals (Birmingham) Case Note Date between '7/1/2018 12:00 am' and '9/30/2018 11:59 pm' Program Name equals (DVCP, 'DVCP/Res. Counseling', 'PPO', 'Residential', 'Residential Youth', 'SAGATP', 'Social Action', 'SPTP', 'START', 'Resources') Case Status equals ('Closed', 'Closed - No Show', 'Closed Complete', 'CWA (Contact without Agreement)', 'Open') Billable Minutes between 1 and 1000 Victimization Type Name equals ('Adult Sexual Assault', 'Child Abuse', 'Child Sexual Abuse', 'Domestic Violence', 'DV ♦ Friends/Family', 'SA ♦ Friends/Family', 'Stalking-Non DV', 'Strangulation', 'Suspect', 'Teen Dating Violence')					
<u>Client #</u>	<u>CDBG Area</u>	<u>Case Note Date</u>	<u>Program Name</u>	<u>Billable Minutes Total</u>	<u>Record Count Total</u>
10-0684	Birmingham	07/07/2018 @ 10:30 am	DVCP	60	1
10-0684	Birmingham	07/14/2018 @ 10:30 am	DVCP	60	1
16-1466	Birmingham	07/06/2018 @ 12:05 pm	DVCP	90	1
16-1466	Birmingham	08/07/2018 @ 7:46 pm	DVCP	60	1
16-1466	Birmingham	09/04/2018 @ 11:38 am	DVCP	90	1
16-1466	Birmingham	09/25/2018 @ 12:32 pm	DVCP	90	1
16-1836	Birmingham	07/02/2018 @ 4:40 pm	DVCP	60	1
16-1836	Birmingham	07/09/2018 @ 5:16 pm	DVCP	60	1
16-1836	Birmingham	07/18/2018 @ 6:14 pm	DVCP	65	1
16-1836	Birmingham	07/23/2018 @ 1:02 pm	DVCP	75	1
16-1836	Birmingham	07/30/2018 @ 3:46 pm	DVCP	60	1
16-1836	Birmingham	08/06/2018 @ 3:03 pm	DVCP	60	1
16-1836	Birmingham	08/13/2018 @ 12:51 pm	DVCP	65	1
16-1836	Birmingham	08/16/2018 @ 4:04 pm	DVCP	60	1
16-1836	Birmingham	08/27/2018 @ 5:02 pm	DVCP	70	1
16-1836	Birmingham	09/04/2018 @ 5:39 pm	DVCP	60	1
16-1836	Birmingham	09/11/2018 @ 1:35 pm	DVCP	70	1
16-1836	Birmingham	09/17/2018 @ 2:54 pm	DVCP	60	1
16-1836	Birmingham	09/28/2018 @ 10:55 am	DVCP	60	1
			DVCP	1,275	19
18-1256	Birmingham	08/10/2018 @ 3:05 pm	PPO	45	1
18-1256	Birmingham	08/10/2018 @ 4:15 pm	PPO	10	1
18-1256	Birmingham	08/13/2018 @ 10:00 am	PPO	30	1
18-1256	Birmingham	08/13/2018 @ 11:00 am	PPO	15	1
18-1256	Birmingham	08/13/2018 @ 3:00 pm	PPO	2	1
18-1256	Birmingham	08/15/2018 @ 11:44 am	PPO	5	1
			PPO	107	6
18-0198	Birmingham	08/20/2018 @ 2:58 pm	Resources	120	1
18-0198	Birmingham	09/18/2018 @ 2:59 pm	Resources	120	1
18-0200	Birmingham	08/20/2018 @ 3:20 pm	Resources	120	1
18-0200	Birmingham	09/18/2018 @ 3:19 pm	Resources	120	1
			Resources	480	4
18-0870	Birmingham	09/04/2018 @ 12:54 pm	Social Action	15	1
18-0870	Birmingham	09/07/2018 @ 10:45 am	Social Action	15	1
			Social Action	30	2
				1,892	31

31.5 hrs

CDBG - By Case Note Date, Clients By Program By City

Filter:

CDBG Area equals ('Birmingham')
 Case Note Date between '10/1/2018 12:00 am' and '12/31/2018 11:59 pm'
 Program Name equals ('DVCP', 'DVCP/Res. Counseling', 'PPO', 'Residential', 'Residential Youth', 'SACATP', 'Social Action', 'SPTP', 'START', 'Resources')
 Case Status equals ('Closed', 'Closed - No Show', 'Closed Complete', 'CWA [Contact without Agreement]', 'Open')
 Billable Minutes between 1 and 1000
 Victimization Type Name equals ('Adult Sexual Assault', 'Child Abuse', 'Child Sexual Abuse', 'Domestic Violence', 'DV ♦ Friends/Family', 'SA ♦ Friends/Family', 'Stalking-Non DV', 'Strangulation', 'Suspect', 'Teen Dating Violence')

<u>Client #</u>	<u>CDBG Area</u>	<u>Case Note Date</u>	<u>Program Name</u>	<u>Billable Minutes Total</u>	<u>Record Count Total</u>
16-1466	Birmingham	10/02/2018 @ 1:03 pm	DVCP	90	1
16-1466	Birmingham	10/30/2018 @ 9:37 am	DVCP	90	1
16-1466	Birmingham	11/20/2018 @ 1:49 pm	DVCP	90	1
16-1466	Birmingham	11/27/2018 @ 2:12 pm	DVCP	90	1
16-1836	Birmingham	10/03/2018 @ 1:43 pm	DVCP	70	1
16-1836	Birmingham	10/17/2018 @ 5:17 pm	DVCP	60	1
16-1836	Birmingham	10/24/2018 @ 5:23 pm	DVCP	1	1
16-1836	Birmingham	10/26/2018 @ 4:53 pm	DVCP	10	1
16-1836	Birmingham	10/29/2018 @ 1:57 pm	DVCP	60	1
16-1836	Birmingham	11/05/2018 @ 2:20 pm	DVCP	60	1
16-1836	Birmingham	11/12/2018 @ 2:41 pm	DVCP	60	1
16-1836	Birmingham	11/19/2018 @ 3:18 pm	DVCP	45	1
16-1836	Birmingham	11/26/2018 @ 2:20 pm	DVCP	60	1
16-1836	Birmingham	12/03/2018 @ 2:18 pm	DVCP	60	1
16-1836	Birmingham	12/11/2018 @ 2:32 pm	DVCP	60	1
16-1836	Birmingham	12/17/2018 @ 5:27 pm	DVCP	60	1
19866	Birmingham	10/25/2018 @ 5:47 pm	DVCP	60	1
19866	Birmingham	11/01/2018 @ 2:52 pm	DVCP	60	1
19866	Birmingham	11/08/2018 @ 3:49 pm	DVCP	60	1
19866	Birmingham	11/13/2018 @ 9:59 pm	DVCP	60	1
19866	Birmingham	11/19/2018 @ 8:00 am	DVCP	60	1
19866	Birmingham	11/29/2018 @ 5:15 pm	DVCP	60	1
19866	Birmingham	12/06/2018 @ 5:30 pm	DVCP	60	1
19866	Birmingham	12/13/2018 @ 5:17 pm	DVCP	60	1
19866	Birmingham	12/20/2018 @ 4:38 pm	DVCP	60	1
			DVCP	1,506	25
16-1545	Birmingham	11/13/2018 @ 11:40 am	PPO	30	1
16-1545	Birmingham	11/13/2018 @ 3:15 pm	PPO	75	1
			PPO	105	2
18-0198	Birmingham	12/17/2018 @ 2:07 pm	Resources	120	1
			Resources	120	1
09-1801	Birmingham	10/09/2018 @ 2:00 pm	SACATP	60	1
09-1801	Birmingham	10/16/2018 @ 2:00 pm	SACATP	60	1
09-1801	Birmingham	11/09/2018 @ 11:00 am	SACATP	45	1
09-1801	Birmingham	11/13/2018 @ 2:00 pm	SACATP	55	1
09-1801	Birmingham	11/27/2018 @ 2:00 pm	SACATP	50	1
09-1801	Birmingham	12/04/2018 @ 2:00 pm	SACATP	60	1
09-1801	Birmingham	12/18/2018 @ 2:00 pm	SACATP	60	1
09-1801	Birmingham	12/31/2018 @ 1:00 pm	SACATP	60	1
			SACATP	450	8

16-1836	Birmingham	10/31/2018 @ 8:45 am	Social Action	5	1
18-0698	Birmingham	10/24/2018 @ 10:34 am	Social Action	30	1
18-0870	Birmingham	10/07/2018 @ 4:37 pm	Social Action	15	1
			Social Action	50	3
18-0698	Birmingham	11/08/2018 @ 10:33 am	START	30	1
			START	30	1
				2,261	40

37.7 hours

Filter:

CDBG Area equals ('Birmingham')
Case Note Date between '1/1/2019 12:00 am' and '3/31/2019 11:59 pm'
Program Name equals ('DVCP', 'DVCP/Res. Counseling', 'PPO', 'Residential', 'Residential Youth', 'SACATP', 'Social Action', 'SPTP', 'START', 'Resources')
Case Status equals ('Closed', 'Closed - No Show', 'Closed Complete', 'CWA [Contact without Agreement]', 'Open')
Billable Minutes between 1 and 1000
Victimization Type Name equals ('Adult Sexual Assault', 'Child Abuse', 'Child Sexual Abuse', 'Domestic Violence', 'DV ♦ Friends/Family', 'SA ♦ Friends/Family', 'Stalking-Non DV', 'Strangulation', 'Suspect', 'Teen Dating Violence')

<u>Client #</u>	<u>CDBG Area</u>	<u>Case Note Date</u>	<u>Program Name</u>	<u>Billable Minutes</u> Total	<u>Record Count</u> Total
16-1466	Birmingham	02/15/2019 @ 4:33 pm	DVCP	90	1
16-1466	Birmingham	02/26/2019 @ 11:41 am	DVCP	90	1
16-1466	Birmingham	03/12/2019 @ 2:38 pm	DVCP	90	1
16-1466	Birmingham	03/19/2019 @ 11:33 am	DVCP	90	1
16-1466	Birmingham	03/29/2019 @ 5:13 pm	DVCP	20	1
16-1836	Birmingham	01/07/2019 @ 4:10 pm	DVCP	60	1
16-1836	Birmingham	01/14/2019 @ 10:38 am	DVCP	60	1
16-1836	Birmingham	01/23/2019 @ 12:09 pm	DVCP	60	1
16-1836	Birmingham	01/23/2019 @ 5:43 pm	DVCP	1	1
16-1836	Birmingham	01/29/2019 @ 1:23 pm	DVCP	2	1
16-1836	Birmingham	01/31/2019 @ 5:52 pm	DVCP	60	1
16-1836	Birmingham	02/04/2019 @ 5:44 pm	DVCP	60	1
16-1836	Birmingham	02/11/2019 @ 2:53 pm	DVCP	70	1
16-1836	Birmingham	02/18/2019 @ 2:07 pm	DVCP	10	1
16-1836	Birmingham	02/21/2019 @ 3:42 pm	DVCP	60	1
16-1836	Birmingham	02/25/2019 @ 3:40 pm	DVCP	60	1
16-1836	Birmingham	03/04/2019 @ 2:40 pm	DVCP	1	1
16-1836	Birmingham	03/11/2019 @ 2:05 pm	DVCP	30	1
16-1836	Birmingham	03/15/2019 @ 4:00 pm	DVCP	5	1
16-1836	Birmingham	03/19/2019 @ 3:05 pm	DVCP	15	1
16-1836	Birmingham	03/21/2019 @ 1:59 pm	DVCP	60	1
16-1836	Birmingham	03/25/2019 @ 3:44 pm	DVCP	60	1
19866	Birmingham	01/17/2019 @ 9:42 pm	DVCP	60	1
19866	Birmingham	01/24/2019 @ 3:29 pm	DVCP	60	1
19866	Birmingham	02/07/2019 @ 3:55 pm	DVCP	60	1
19866	Birmingham	02/14/2019 @ 1:32 pm	DVCP	60	1
19866	Birmingham	02/21/2019 @ 5:45 pm	DVCP	60	1
19866	Birmingham	02/28/2019 @ 7:23 pm	DVCP	60	1
19866	Birmingham	03/07/2019 @ 7:26 pm	DVCP	60	1
19866	Birmingham	03/14/2019 @ 10:31 pm	DVCP	45	1
19866	Birmingham	03/21/2019 @ 5:32 pm	DVCP	60	1
19866	Birmingham	03/28/2019 @ 5:39 pm	DVCP	60	1
			DVCP	1,639	32

16-1466	Birmingham	02/18/2019 @ 12:05 pm	Resources	15	1
16-1466	Birmingham	03/06/2019 @ 3:40 pm	Resources	30	1
18-0198	Birmingham	01/21/2019 @ 6:00 pm	Resources	120	1
18-0198	Birmingham	03/18/2019 @ 1:40 pm	Resources	2	1
			Resources	167	4
09-1801	Birmingham	01/08/2019 @ 2:00 pm	SACATP	60	1
09-1801	Birmingham	01/15/2019 @ 2:00 pm	SACATP	60	1
09-1801	Birmingham	01/22/2019 @ 2:00 pm	SACATP	60	1
09-1801	Birmingham	02/15/2019 @ 11:30 am	SACATP	60	1
09-1801	Birmingham	02/22/2019 @ 10:00 am	SACATP	45	1
09-1801	Birmingham	03/05/2019 @ 2:00 pm	SACATP	50	1
09-1801	Birmingham	03/14/2019 @ 10:00 am	SACATP	60	1
09-1801	Birmingham	03/22/2019 @ 11:00 am	SACATP	50	1
09-1801	Birmingham	03/29/2019 @ 1:00 pm	SACATP	50	1
			SACATP	495	9
17-0376	Birmingham	02/09/2019 @ 5:30 pm	Social Action	15	1
17-0376	Birmingham	02/09/2019 @ 7:30 pm	Social Action	90	1
17-0376	Birmingham	02/09/2019 @ 9:00 pm	Social Action	15	1
17-0376	Birmingham	02/12/2019 @ 11:05 am	Social Action	15	1
17-0376	Birmingham	02/14/2019 @ 1:20 pm	Social Action	15	1
17-0376	Birmingham	03/18/2019 @ 2:13 pm	Social Action	15	1
			Social Action	165	6
17-0376	Birmingham	02/09/2019 @ 7:50 pm	START	180	1
			START	180	1
				2,646	52

44 hrs

HAVEN 2018 FACT SHEET

HAVEN is Oakland County's only agency offering comprehensive services for victims of intimate partner violence and sexual assault. We provide emergency shelter, 24/7 crisis line, counseling, advocacy, forensic exams, community resources and educational programming to over 30,000 individuals each year. All services are free of cost. Nationally recognized with 44 years of experience.

HAVEN PROGRAMS

We're more than a shelter



COUNSELING PROGRAM

HAVEN's counseling program serves adults and children who have been affected by domestic violence and sexual assault. Our therapists hold Master's degrees and use a trauma informed empowerment based model.



CRISIS AND SUPPORT LINE

HAVEN's crisis and support line serves callers 365 days per year, 24 hours per day. The support line provides crisis intervention, understanding and support, safety planning, referrals and information to those affected by domestic and sexual violence.



PREVENTION EDUCATION

Prevention education is the key to eliminating domestic and sexual violence. HAVEN educators work with students, pre-school through college, their teachers and their parents, equipping them to build healthy relationships. HAVEN educators also provide training to professionals and local communities on the root cause of domestic and sexual violence.



RESIDENTIAL PROGRAM

HAVEN's residential program is Oakland County's only 24-hour emergency shelter exclusively for domestic and sexual violence survivors and their children.



RESOURCE & COMMUNITY PARTNERSHIP PROGRAM

HAVEN's resource and community partnership program is a one-stop resource for survivors to realize their path to stability. The program provides survivors with resources in the areas of medical, financial, employment, housing, and legal services. Survivors also receive assistance with various applications and forms.



SOCIAL ACTION

HAVEN's first response/court advocates are available around the clock, 365 days a year for survivors. As part of the START program, they provide immediate crisis intervention for victims and their families following an assault. They guide survivors through the complex legal system and assist with personal protection orders (PPO) when needed.



START (Safe Therapeutic Assault Response Team)

HAVEN's licensed forensic nurse examiners provide comprehensive medical forensic exams for adult and child survivors of sexual assault.



VOLUNTEERS AND INTERNS

HAVEN offers volunteer opportunities ranging from one-time group projects to long-term volunteer assignments. HAVEN interns are college students earning credits and gaining real-life experience in their field of interest.

VISION To eradicate sexual assault and intimate partner violence and heal those affected by its injustice.

MISSION To empower survivors to heal, and engage all individuals and communities to address and prevent sexual assault and intimate partner violence.

FACTS & FIGURES

The 2018 figures below represent the number of people served through HAVEN programs.

COUNSELING

Adults 860 | Children 113

CRISIS & SUPPORT LINE

Calls 15,798

Online Crisis Chats 852

PREVENTION EDUCATION

Individuals Trained 8,232

Total Presentations 363

RESIDENTIAL PROGRAM

Adults 208 | Children 217

SOCIAL ACTION

Clients Served 1,407

PERSONAL PROTECTION

ORDERS 721

START

Adult Exams 108

Pediatric Exams 18

VOLUNTEER & INTERNS

Hours 15,500

RESOURCE & COMMUNITY PARTNERSHIP PROGRAM

Units of Service 577 (Children 231)

In 2018, HAVEN raised \$3,847,368 in operating funds from these sources

Fundraising/Other Contributions..... 49%

Government..... 45%

United Way..... 6%

In 2018, HAVEN spent \$3,599,048 on operations

Non-Residential Programs..... 18%

Prevention Education..... 6%

Residential Program..... 31%

Social Action..... 19%

START (Safe Therapeutic Assault Response Team)..... 8%

Supporting Services..... 18%



HAVEN

801 Vanguard Drive, Pontiac, MI 48341

248.334.1284

Crisis & Support: 877.922.1274

www.haven-oakland.org

Facebook: facebook.com/HavenOnline

Instagram: instagram.com/Haven_Oakland

Twitter: twitter.com/Haven_Oakland

LinkedIn: HAVEN of Oakland County, Michigan

HAVEN 2017 FACT SHEET

HAVEN is Oakland County's only comprehensive organization for survivors of sexual assault and domestic violence, providing a 24/7 crisis line, emergency shelter, medical forensic exams, counseling, court advocacy and prevention education to more than 30,000 people each year.

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FACTS & FIGURES

The 2017 figures below represent the number of people served through HAVEN programs.

COUNSELING

Adults 852 | Children 114

CRISIS & SUPPORT LINE

Calls 12,865

Online Crisis Chats 201

PREVENTION EDUCATION

Individuals Trained 10,955

Total Presentations 553

RESIDENTIAL PROGRAM

Adults 222 | Children 207

SOCIAL ACTION

Clients Served 1,555

PERSONAL PROTECTION

ORDERS 612

START

Adult Exams 207

Pediatric Exams 49

VOLUNTEER & INTERNS

Hours 10,293

In 2017, HAVEN raised \$3,401,816 in operating funds from these sources

Fundraising/Other Contributions..... 41%

Government..... 52%

United Way..... 7%

In 2017, HAVEN spent \$3,352,114 on operations

Non-Residential Programs..... 26%

Prevention Education..... 5%

Residential Program..... 29%

Social Action..... 17%

START..... 7%

Supporting Services..... 16%

Comparative Income Statement - Consolidated pre-audit

For the twelve months ending September 30, 2018

	<u>Actual 9/30/2018</u>
Revenue	
United Way Revenue	
UWSEM Designations	\$112,086.74
UWSEM Award	\$93,181.79
United Way Other	\$30,878.64
Total United Way Revenue	<u>\$236,147.17</u>
Grant Revenue	
DV COMP	\$197,357.00
DV STOP	\$178,210.00
VOCA	\$794,087.26
FEMA	\$0.00
MSHDA	\$0.00
DHS Nights	\$129,955.90
START - SAFE Exams	\$60,875.00
OVW Legal Aid	\$0.00
MDCH - SVP Program	\$0.00
Grants - HAVEN, Inc.	\$100.00
Oakland County - ESG	\$22,293.00
Oakland County - START	\$34,875.00
Oakland County - CDBG	\$100,849.00
SACS	\$82,971.00
SANE Program	\$127,574.00
Total Grant Revenue	<u>\$1,729,147.16</u>
Fundraising Revenue	
HAVEN Gala	\$368,465.56
Annual Fund	\$671,252.08
Courage House	\$64,991.18
Supporter Special Events	\$61,792.79
Tailgate Party	\$43,572.00
Grants - HAVEN Foundation	\$1,608,686.64
Total Fundraising Revenue	<u>\$2,818,760.25</u>
Program Fee Revenue	
SPTP Fees	\$0.00
Prevention Ed Speaking Fees	\$11,375.00
Total Program Fee Revenue	<u>\$11,375.00</u>
Other Revenue	
Special Campaign Revenue	\$185,597.79
Miscellaneous Revenue	\$7,006.34
Total Other Revenue	<u>\$192,604.13</u>
Investment Revenue	

Comparative Income Statement - Consolidated pre-audit

For the twelve months ending September 30, 2018

	Actual 9/30/2018
Interest Income - Leveraged Loan	\$100,639.04
Revenue - Interest/Dividends	\$39,800.38
Unrealized Gain/(Loss) on Investments	\$100,847.76
Total Investment Revenue	\$241,287.18
In-Kind Donations Revenue	
In-Kind Donations Revenue	\$345,468.69
Total	\$345,468.69
Reclassifications	
Reclasses	\$0.00
Total Reclassifications	\$0.00
Restricted Revenue	
Shelter	\$221,100.00
Social Action	\$14,856.00
SPTP	\$300.00
Community Resources	\$11,655.00
Prevention Ed	\$207,702.00
Other	\$5,930.00
START	\$6,721.43
Total Restricted Revenue	\$468,264.43
Total Revenue	\$6,043,054.01
Expense	
Salaries	
Salary Expense	\$2,301,641.62
Accrued Salaries	\$2,554.05
Contractual Salaries	\$114,964.23
Total Salaries	\$2,419,159.90
Fringe Benefits	
Health Insurance	\$138,605.82
Dental Insurance	\$12,202.87
Vision Care Insurance	\$2,421.52
Life, AD&D, Disability Insurance	\$14,606.41
Employer FICA	\$175,895.56
Unemployment Insurance	\$9,016.94
Worker's Comp Insurance	\$16,527.80
401(k) Employer Expense	\$10,997.85
Total Fringe Benefits	\$380,274.77
Building and Vehicle Expenses	

Comparative Income Statement - Consolidated pre-audit

For the twelve months ending September 30, 2018

	<u>Actual 9/30/2018</u>
Building Maintenance/Security	\$119,637.00
Rent	\$13,893.00
Moving Expenses	\$910.13
Vehicle	\$3,127.96
Depreciation Expense	\$291,183.76
Insurance	\$42,235.63
Utilities	\$66,513.14
Communications	\$46,413.53
Property Tax Expense	\$0.00
Total Building and Vehicle Expenses	<u>\$583,914.15</u>
Office Operations Expense	
Mileage Reimbursement	\$16,425.82
Conferences/Training Expense	\$41,141.78
Subscriptions/Memberships	\$1,971.21
Professional Services	\$7,232.00
Postage	\$6,791.26
Printing/Duplicating	\$29,062.84
Office Supplies	\$7,833.13
Computer Upgrades/Software	\$35,575.56
Payroll Preparation	\$6,866.88
File Maintenance/Retrieval	\$6,331.80
Leveraged Loan Interest Expense	\$100,650.00
Bank Service Charges	\$2,337.87
Merchant Fees	\$13,295.97
Investment Expense	\$0.00
Long Term Loan Interest Expense	\$37,948.12
Human Resource Expense	\$24,830.85
Staff Admin Expense	\$3,798.59
Board Admin Expense	\$1,684.33
Prof Liability/Bd. & Officer Insurance	\$0.00
Audit Expense	\$22,600.00
Total Office Operations Expense	<u>\$366,378.01</u>
Program Expenses	
Food/Household	\$43,063.26
Furniture/Appliance	\$5,187.50
Client Special Needs	\$48,005.15
Program Supplies	\$59,839.54
Grants - HAVEN Foundation	\$1,608,786.64
Capfund Asset Mgt. Fees	\$46,250.00
CapFund Tax Return Fees	\$3,000.00
Bad Debt Expense	\$0.00
Development	\$102,983.11
Public Relations	\$44,041.55

Comparative Income Statement - Consolidated pre-audit

For the twelve months ending September 30, 2018

	Actual 9/30/2018
Total Program Expenses	<u>\$1,961,156.75</u>
Other Expenses	
Miscellaneous Expense	<u>(\$346.42)</u>
Total Other Expenses	<u>(\$346.42)</u>
In-Kind Donations Expense	
In-Kind Donations - Interns/Volunteers	\$76,802.28
In-Kind Donations - Program Supplies	<u>\$241,203.41</u>
Total In-Kind Donations Expense	<u>\$318,005.69</u>
Total Expense	<u>\$6,028,542.85</u>
 BEGINNING NET ASSETS	 \$8,966,720.92
 NET SURPLUS/(DEFICIT)	 \$14,511.16
 ENDING NET ASSETS	 <u>\$8,981,232.08</u>

HAVEN**Budget FY 2018/19****Budget
FY 18/19****REVENUE**

UWSEM Designations	110,000
UWSEM Award	100,000
United Way Other	20,000
DV Comp	197,357
DV STOP	178,210
VOCA	824,876
FEMA	25,000
MSHDA/DVES	143,743
SAFE Exams - START	60,000
PE - Redefine	83,333
SACS Program	82,971
SANE Program	127,574
Oakland County - ESG	28,000
Oakland County - START	45,000
Oakland County - CDBG	98,850
HAVEN Gala	375,000
Tailgate	60,000
Annual Fund	725,000
Courage House	65,000
Supporter Special Events	50,000
McGregor Fund	90,000
Grants - HAVEN Fdn	
Restricted Donations	
Special Campaigns	200,000
NMTC Leveraged Loan	100,636
Prevention Ed Fees	10,000
Misc. Program Fees	1,750
Other Revenue	2,000

TOTAL OPERATING REVENUE 3,804,300

Investment Interest/Dividends 20,000

Change in Market Value

Total Investment Revenue 20,000**TOTAL REVENUE 3,824,300****Budget
FY 18/19****EXPENSE**

Salary Expense 2,450,530

Miscellaneous	500
Reserve	15,000
TOTAL EXPENSES	4,114,947
Surplus/(Deficit)	(290,647)
Non Cash - Depreciation	300,000
Operating Surplus/(Deficit)	9,353

Capital Expenditures

Computers
Office upgrades/anti-spam
Color copier - development
Shredder - shelter

2018 HAVEN CDBG Funds	
Municipality	Appropriation
City of Berkley	\$ 3,226.00
City of Birmingham	\$ 2,000.00
City of Clawson	\$ 3,000.00
City of Farmington Hills	\$ 5,500.00
City of Ferndale	\$ 4,000.00
City of Keego Harbor	\$ 3,000.00
City of Novi	\$ 7,900.00
City of Rochester Hills	\$ 10,000.00
City of South Lyon	\$ 5,000.00
City of Walled Lake	\$ 3,786.00
City of Wixom	\$ 4,000.00
Township of Commerce	\$ 5,000.00
Township of Groveland	\$ 3,000.00
Township of Independence	\$ 8,000.00
Township of Lyon	\$ 3,000.00
Township of Milford	\$ 3,759.00
Township of Oakland	\$ 3,000.00
Township of West Bloomfield	\$ 3,000.00
Township of White Lake	\$ 10,678.00
Village of Milford	\$ 4,234.00
Village of Orchard Lake	\$ 6,000.00
Village of Wolverine Lake	\$ 3,000.00
TOTALS	\$ 100,857.00



MEMORANDUM

Department of Public Services

DATE: May 7, 2019

TO: Joseph A. Valentine, City Manager

FROM: Lauren A. Wood, Director of Public Services
Aaron J. Filipski, Public Services Manager

SUBJECT: Cape Seal 2019 – Public Hearing Dates

INTRODUCTION:

As part of its unimproved street maintenance program, the Department of Public Services is planning a cape seal surface treatment project for the 2019 construction season. Because the work will be partially assessed to property owners, the scheduling of a public hearing of necessity and a public confirmation of the assessment roll are required by statute.

BACKGROUND:

Properties subject to the proposed cape seal program include those adjacent to the following street segments:

Norfolk	Saxon to Southfield	Pleasant Ct	
Northlawn	Latham to Cranbrook	Lakeside	Oak to Quarton
N Worth	Kennesaw to Madison	Lakeview	Harmon to Oak
	Ridgedale to Maple	Croft	14 Mile to Taunton
Wimbledon	Adams to Woodward	Sheffield	Woodward to S Eton

The Department of Public Services recommends scheduling the necessity and confirmation hearings for the July 8, 2019 and July 22, 2019 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.

LEGAL REVIEW:

No legal review is required for this item.

FISCAL IMPACT:

There is no fiscal impact related to this item.

SUMMARY:

In preparation for the proposed 2019 cape seal project, the Department of Public Services recommends setting the related necessity and confirmation hearings at the regular City Commission meetings scheduled for July 8, 2019 and July 22, 2019, respectively.

ATTACHMENTS:

No attachments are included with this report.

SUGGESTED RESOLUTION:

To schedule a formal Public Hearing of Necessity related to the 2019 Cape Seal Program during the July 8, 2019 meeting of the City Commission; further, to schedule the formal Confirmation of the Special Assessment Roll related to the 2019 Cape Seal Program during the July 22, 2019 meeting of the City Commission, contingent upon an affirmative determination of necessity.



MEMORANDUM

City Clerk's Office

DATE: May 28, 2019
TO: Joseph A. Valentine, City Manager
FROM: J. Cherilynn Mynsberge, City Clerk
SUBJECT: Greenwood Cemetery Advisory Board
2018 Annual Report

INTRODUCTION:

In accordance with Chapter 34, Section 34-30 of the Birmingham Code of Ordinances the Greenwood Cemetery Advisory Board (GCAB) submits "to the city commission annually a report of the general activities, operation, and condition of the Greenwood Cemetery for the preceding 12 months." A major component of the annual report is data on the sales of cemetery plots and the corresponding deposits into the Perpetual Care Fund (Fund).

Elmwood Historic Cemetery, the City's cemetery management contractor, submits sales reports to the City each calendar quarter. The GCAB actively examines these reports each quarter and compiles the information into the annual report.

BACKGROUND:

Over the past year the City's Finance director has provided the GCAB with quarterly financial reports on the Fund, both the revenue/expense reports and the balance sheets. These reports are valuable to the GCAB for tracking the growth of the Fund and understanding the fiscal resources available for the future of the cemetery.

For clarity in comparing sales to revenues, the GCAB believes it would be beneficial to align the annual reporting year with the City's fiscal year.

LEGAL REVIEW:

n/a

FISCAL IMPACT:

n/a

SUMMARY:

The GCAB recommends their annual report to the City Commission be submitted for the City's fiscal year of July-June, rather than January-December. The 2018 Annual Report covered the time period of January – December 2018. To facilitate the change the Board proposes to submit the next report in a 6-month format covering the latter half of Fiscal Year 2018-2019, that being January – June of 2019. Thereafter a full year's annual report would be submitted to the City Commission following the end of each fiscal year.

ATTACHMENTS:

1. Excerpt of December 7, 2018 GCAB meeting minutes

SUGGESTED RESOLUTION:

To approve the change of the Greenwood Cemetery Advisory Board's reporting year from a calendar year to the City's fiscal year.

EXCERPT
**GREENWOOD CEMETERY ADVISORY BOARD
MEETING MINUTES
FRIDAY, DECEMBER 7, 2018 AT 8:30 AM
MUNICIPAL BUILDING, ROOM 205, 151 MARTIN**

I. CALL TO ORDER

Chairperson Gehringer called the meeting to order at 8:36 a.m.

II. ROLL CALL

Present: Linda Buchanan, Vice Chairperson
Darlene Gehringer, Chairperson
Linda Peterson
Laura Schreiner
George Stern
Margaret Suter

Absent: Kevin Desmond

Administration: City Clerk Mynsberge

Others: Cheri Arcome, Elmwood Historic Cemeteries

VI. FINANCIAL REPORT

A. Perpetual Care Fund – Period Ending September 30, 2018

- Income from the sale of cemetery plots was \$18,000.
- Investment income was \$3,509.57.
- Revenues¹ ~~Assets~~ for the period were \$21,509.57

Board members discussed changing their fiscal year from a calendar year to the same year used by the City in order to avoid confusion with the first quarter for the Board meaning January-March, and the first quarter for the Finance Department meaning July-September.

MOTION: Motion by Ms. Schreiner, seconded by Ms. Peterson:

To make the Board's fiscal year coincide with the City's fiscal year beginning immediately.

VOTE: Yeas, 6
Nays, 0

It was further suggested the Board's annual report to the City Commission be based on the fiscal year rather than the calendar year.

¹ As corrected February 1, 2019.

DATE: May 28, 2019

TO: Joseph A. Valentine, City Manager

FROM: Jana L. Ecker, Planning Director

SUBJECT: Parking in the Right-of-Way on Mansfield at 14 Mile Road

INTRODUCTION:

The property located on the northeast ("NE") corner of Mansfield and 14 Mile Road (parcel to the west of 2151 14 Mile Road, no address currently assigned) is a vacant surface parking lot. The applicant, Kelly Building & Development Company, LLC is seeking to redevelop the site with a new medical office building approximately 4,300 square feet in size. The applicant is currently seeking permission to include two parking spaces in the City's right-of-way along the east side of Mansfield Road to assist them in meeting their parking requirement for the proposed building and use.

BACKGROUND:

The existing site is zoned O1, Office. The proposed medical/dental office use is permitted in this zone district.

The applicant's request to utilize 2 additional parking space in the right-of-way towards their total parking would create a total of 28 parking spaces. The applicant is required to provide 28 parking spaces based on the proposed building space (approx. 4,200 square feet usable space, 1 parking space/150 square feet of floor area for medical/dental office use).

Article 4, section 4.43 (G) (1) of the Zoning Ordinance states:

- G. The required off-street parking facilities for buildings used for other than residential purposes may be provided by the following method:
1. By providing the required off-street parking on the same lot as the building being served, or where practical, and **with the permission of the City Commission**, the area in the public right-of-way abutting the property in question may be included as a portion of the required parking area if such area is improved in accordance with plans which have been approved by the engineering department.

In accordance with Article 4, section 4.43(G)(1) of the Zoning Ordinance, the applicant may include the right-of-way parking spaces adjacent to their building in their required parking calculation if approved by the City Commission. If approved, the addition of the on-street parking spaces will meet the parking requirement for the proposed new building and thus the property

will be permitted to be occupied by a medical or dental office use, or any other standard office use.

The Engineering Division will review the Mansfield right-of-way on the east side of the street just north of 14 Mile Road, and will determine if any repairs need to be made.

LEGAL REVIEW:

The City Attorney has reviewed the documentation and has no concerns.

FISCAL IMPACT:

The proposed request has no fiscal impact on the City.

SUMMARY:

In accordance with Article 4, section 4.43(G)(1) of the Zoning Ordinance, the applicant requests that the City Commission include two right-of-way parking spaces on the east side of Mansfield Road adjacent to their proposed building in their required parking calculation. The inclusion of these spaces will enable the applicant to meet their parking requirement for medical/dental office use without pursuing a variance.

ATTACHMENTS:

- Letter from Kelly Building & Development Company
- Aerial Photos of the Site and Adjacent Area
- Proposed Site Plan

SUGGESTED RESOLUTION:

To approve the use of two parking spaces on the east side of Mansfield just north of 14 Mile Road to fulfill the parking requirements per Article 4, section 4.43 (G)(1) of the Zoning Ordinance for the property located on the NE corner of Mansfield and 14 Mile Road to be used for medical/dental office use, subject to the recommended repairs being completed as required by the Engineering Department.

KELLY BUILDING & DEVELOPMENT COMPANY LLC

May 23, 2019

City of Birmingham Planning Department & City Commission
151 Martin Street
Birmingham, MI 48009

RE: 14 Mile Road & Mansfield Road Development
Request for (2) additional parking spaces on Mansfield Road

To whom it may concern,

We are pursuing a building design for a new development located at the North-East Corner of 14 Mile Road & Mansfield Road intersection and would like to formally request that (2) additional parking spots be made available. If you would be so kind please review the aerial photo showing the lot location along with the original site plan. Please note that one of the existing lot entries, (1) closet to 14 Mile Road, will be eliminated.

If there are any questions, or any additional information required, please contact me at 248-258-6663.

Respectfully,



John Kelly, President
Kelly Building & Development Company, LLC

14 Mile Development Aerial Photo

Proposed Building & (2) Requested Parking Spaces

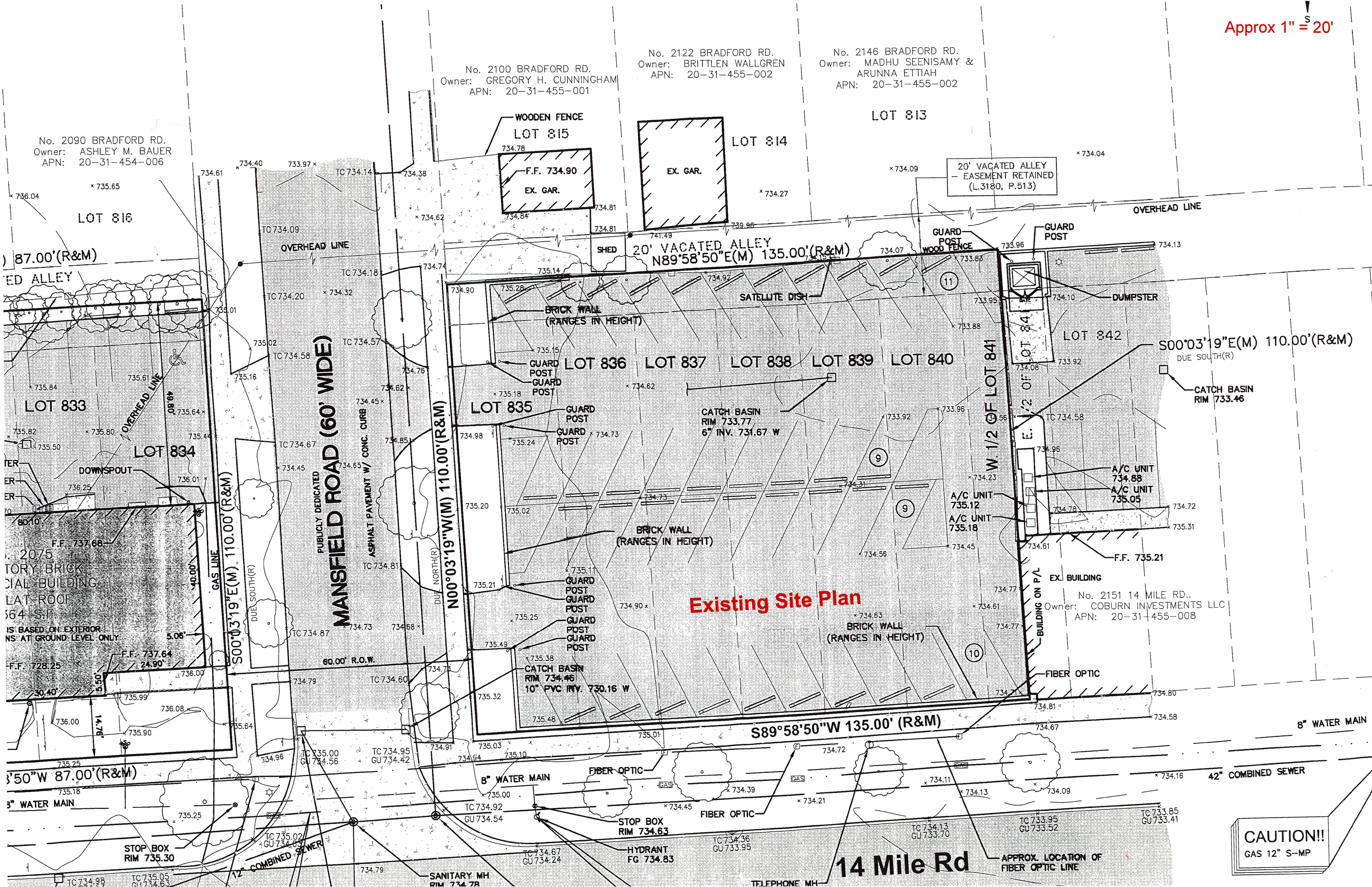


Google Earth

© 2018 Google

100 ft

Approx 1" = 20'



No. 2090 BRADFORD RD.
Owner: ASHLEY M. BAUER
APN: 20-31-454-006

No. 2100 BRADFORD RD.
Owner: GREGORY H. CUNNINGHAM
APN: 20-31-455-001

No. 2122 BRADFORD RD.
Owner: BRITTLEN WALLGREN
APN: 20-31-455-002

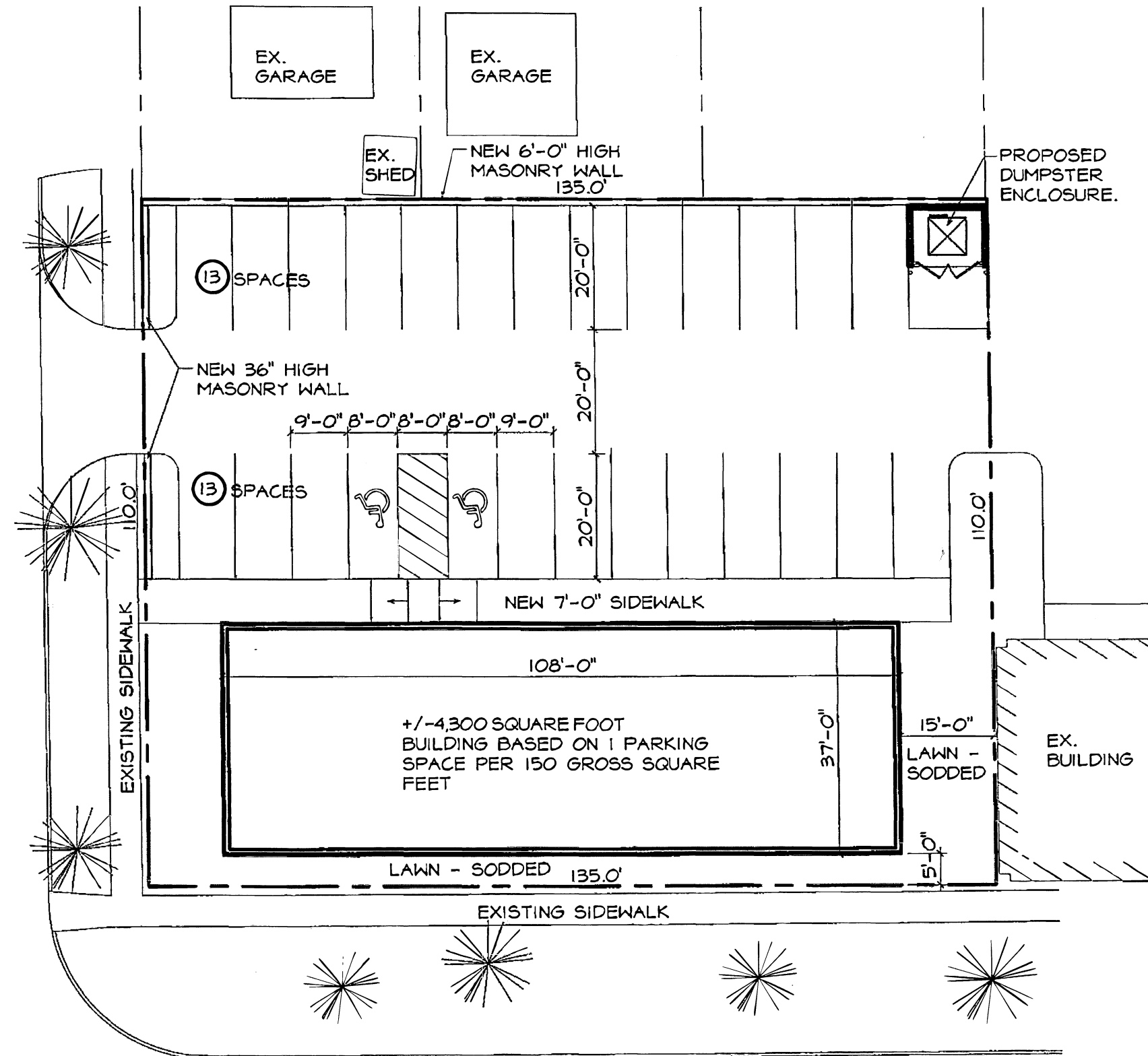
No. 2146 BRADFORD RD.
Owner: MADHU SEENISAMY &
ARUNNA ETTIAH
APN: 20-31-455-002

No. 2151 14 MILE RD..
Owner: COBURN INVESTMENTS LLC
APN: 20-31-455-008

CAUTION!!
GAS 12" S-MP



MANSFIELD ROAD



14 MILE ROAD



PROPOSED SITE PLAN

Scale: 1" = 20'-0"

**NOTICE OF PUBLIC HEARING
BIRMINGHAM CITY COMMISSION**

SPECIAL LAND USE PERMIT AMENDMENT & LIQUOR LICENSE OWNERSHIP CHANGE

Meeting Date, Time, Location:	Monday, June 3, 2019 at 7:30 PM Municipal Building, 151 Martin Birmingham, MI
Location of Request:	203 Pierce – Toast
Nature of Hearing:	To consider the Special Land Use Permit Amendment and Liquor License ownership change to reflect an ownership change and change in the hours of operation.
City Staff Contact:	Jana Ecker 248.530.1841 jecker@bhamgov.org
Notice Requirements:	Mailed to all property owners and occupants within 300 feet of subject address. Publish May 19, 2019
Approved minutes may be reviewed at:	City Clerk's Office

Persons wishing to express their views may do so in person at the hearing or in writing addressed to City Clerk, City of Birmingham, 151 Martin, Birmingham, MI 48009.

Persons with disabilities needing accommodations for effective participation in this meeting should contact the City Clerk's Office at 248.530.1880 (voice) or 248.644.5115 (TDD) at least one day in advance to request mobility, visual, hearing or other assistance.



MEMORANDUM

Planning Division
Police Department

DATE: May 24, 2019

TO: Joseph A. Valentine, City Manager

FROM: Jana Ecker, Planning Director
Mark H. Clemence, Chief of Police

SUBJECT: Public Hearing for SLUP Amendment – 203 Pierce – Toast

INTRODUCTION:

Toast, an existing bistro located at 203 Pierce in Downtown Birmingham, is requesting to amend the current Special Land Use Permit (SLUP) to reflect a change in ownership and to request a change in the hours of operation. The restaurant's design, menu and functions will not be altered as a result of this ownership change or change in the hours of operation.

BACKGROUND:

The applicant is proposing a change to the ownership of the bistro and the corresponding liquor license, and is also requesting a change in the hours of operation, and thus an amendment to the SLUP is required.

The Police Department received the request from the Law Offices of Adkison, Need, Allen, and Rentrop regarding a transfer of membership interest from Regan Bloom and Thomas Bloom, who were husband and wife when Toast was originally licensed by the MLDD in 2008. Pursuant to a Divorce Settlement Agreement, Thomas Bloom assigned his 50% interest in Toast Birmingham to Regan Bloom. Following this transfer, Regan Bloom took on additional investors and ultimately created Toast Holdings, LLC, to which the license was ultimately transferred. Please see attached letter dated March 21, 2019 for a detailed outline of the complete transfer process. The Police Department received the initial fee of \$1,500 for a business that serves alcoholic beverages for consumption on the premises per section 7.33 of the Birmingham City Code.

The Police Department conducted a background check on all new investors who became members of Toast Holdings, LLC, which include Omar Ammori, Saber Ammori, and Kevin Denha. Omar Ammori, Saber Ammori, and Kevin Denha were checked using the Law Enforcement Information Network (LEIN), the Court's Law Enforcement Management Information System (CLEMIS) and the Middle Atlantic-Great Lakes Organized Crime Law Enforcement Network (MAGLOCLIN). Omar Ammori, Saber Ammori and Kevin Denha have no criminal convictions.

The Planning Division received a SLUP Amendment application from Toast requesting approval of the ownership transfer, as well as a change in the hours of operation for the bistro. Please see attached letter dated April 18, 2019 outlining the requested change in the hours of operation. On April 24, 2019, the Planning Board reviewed the SLUP Amendment and corresponding site plan review, and voted to recommend approval to the City Commission for both.

LEGAL REVIEW:

The City Attorney has reviewed the documentation and has no concerns.

FISCAL IMPACT:

The SLUP amendment has no fiscal impact on the City.

SUMMARY:

Toast, an existing bistro located at 203 Pierce in Downtown Birmingham, is requesting approval to amend the current Special Land Use Permit (SLUP) to reflect a change in ownership and to change the hours of operation. The restaurant's design, menu and functions will not be altered as a result of this ownership change.

ATTACHMENTS:

- SLUP Resolution
- Executed Special Land Use Permit Application
- Letters – Adkinson, Need, Allen, & Rentrop
- Supporting Documentation to Application
- Existing Toast Menu
- Site Plans & Photos
- Planning Board Staff Report
- City Commission Memorandum – Police Department
- Organizational Chart for Toast Birmingham, LLC

SUGGESTED RESOLUTION:

To approve a Special Land Use Permit Amendment for 203 Pierce – Toast, to reflect an ownership change and change in the hours of operation.

AND

To authorize the Chief of Police to sign the MLCC Police Investigation Report (LC-1800) and to approve the liquor license request of Toast Birmingham, LLC that requests a transfer of interest in a Class C License to be issued under MCL 436.1521(A)(1)(B) and SDM License with Outdoor Service (1 Area) located at 203 Pierce, Birmingham, Oakland County, MI 48009.

Furthermore, pursuant to Birmingham City Ordinance, to authorize the City Clerk to complete the Local Approval Notice at the request of Toast Birmingham, LLC approving the liquor license transfer request of Toast Birmingham, LLC that requested a Class C License be transferred under MCL 436.1521 (A)(1)(B) & SDM License with Outdoor Service (1 Area) located at 203 Pierce, Birmingham, Oakland County, MI 48009.

**TOAST RESTAURANT
203 PIERCE
SPECIAL LAND USE PERMIT AMENDMENT
2019**

WHEREAS, Toast Restaurant filed an application pursuant to Article 7, section 7.34 of Chapter 126, Zoning, of the City Code to transfer ownership of the bistro as defined in Article 9, section 9.02 of Chapter 126, Zoning, of the City Code from the previous owners, Regan Bloom and Thomas Bloom, who were husband and wife when Toast was originally licensed in 2008 to Toast Holdings, LLC, and to request a change in the hours of operation of the bistro;

WHEREAS, The land for which the Special Land Use Permit is sought is located on the east side of Pierce Street between W. Maple and Merrill;

WHEREAS, The land is zoned B-4, Business Residential, and is located within the Downtown Birmingham Overlay District, which permits bistros with a Special Land Use Permit;

WHEREAS, Article 7, section 7.34 of Chapter 126, Zoning requires a Special Land Use Permit to be considered and acted upon by the Birmingham City Commission, after receiving recommendations on the site plan and design from the Planning Board for the proposed Special Land Use;

WHEREAS, The Planning Board on April 24, 2019 reviewed the application for a Special Land Use Permit Amendment to reflect a change in ownership and to request a change in the hours of operation, and recommended approval of the amended SLUP for 203 Pierce - Toast, incorporating the hours in the letter of April 18, 2019 (as noted below), based on the fact that of the six items in the Zoning Code, Article 7, Section 7.2.7 Items One, Two, Three, Four, and Six remain unchanged and Item Five, which relates to compatibility and the spirit and purpose are well-satisfied by changing circumstances over time including the evening activation of Pierce Street;

WHEREAS, The Final Site Plan for 203 Pierce – Toast reviewed by the Planning Board on April 24, 2019 included the original approved seating plan with no changes to the number or placement of indoor or outdoor seats;

WHEREAS, The Birmingham City Commission has reviewed the Toast Restaurant Special Land Use Permit application and the standards for such review as set forth in Article 7, section 7.36 of Chapter 126, Zoning, of the City Code;

NOW, THEREFORE, BE IT RESOLVED, The Birmingham City Commission finds the standards imposed under the City Code have been met, subject to the conditions below, and that Toast Restaurant's application for a Special Land Use Permit authorizing the operation of a bistro at 203 Pierce in accordance with Chapter 10, Alcoholic Liquors, is hereby approved;

BE IT FURTHER RESOLVED, That the City Commission determines that to assure continued compliance with Code standards and to protect public health, safety, and welfare,

this Special Land Use Permit is granted to transfer ownership of the bistro from the previous owners, Regan Bloom and Thomas Bloom to Toast Holdings, LLC, and to request a change in the hours of operation of the bistro subject to the following conditions:

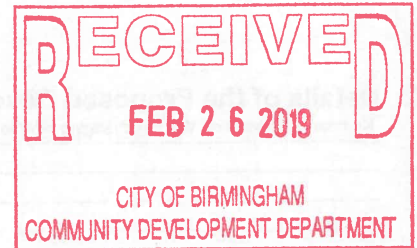
- 1) The applicant maintain hours of operation as presented this evening: Sunday 7 a.m. – 4 p.m.; Monday - Tuesday 7 a.m. – 3 p.m.; Wednesday 7 a.m. – 8 p.m.; Thursday - Friday 7 a.m. – 8 p.m.; Saturday 8 a.m. – 9 p.m.;
- 2) The applicant execute a contract with the City of Birmingham for use of the right-of-way and obtain an outdoor dining permit from the City of Birmingham for use of the right-of-way;
- 3) The applicant comply with all requests of City departments;
- 4) The applicant pay for the removal and re-installment of the parking meter where the outdoor dining platform is located; and
- 5) The applicant execute a revised SLUP contract with the City.

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, Toast Restaurant 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 Toast Restaurant to comply with all the ordinances of the city may result in the Commission revoking this Special Land Use Permit.

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 June 3, 2019.

Cherilynn Mynsberge, City Clerk



Special Land Use Permit Application – Bistro Planning Division

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

1. Applicant

Name: Toast Birmingham, LLC
Address: 203 Pierce Street
Birmingham, MI 48009
Phone Number: 248-258-6278
Fax Number: 248-479-1800
Email address: finance@eatattoast.com

2. Property Owner

Name: Maple-Pierce Properties
Address: 700 N. Old Woodward Ave., Suite 300
Birmingham, MI 48009
Phone Number: 248-865-1515
Fax Number: _____
Email address: msarafa@visiongrowthpartners.com

3. Applicant's Attorney/Contact Person

Name: Anthony Minicilli (Contact Person)
Address: 23150 Woodward Ave
Ferdale, MI 48220
Phone Number: 734-716-4405
Fax Number: 248-479-1800
Email address: finance@eatattoast.com

4. Project Designer/Developer

Name: Krieger Associates
Address: 2120 E. Eleven Mile Rd.
Royal Oak, MI 48067
Phone Number: 248-414-9270
Fax Number: _____
Email address: _____

5. Required Attachments

- I. Two (2) paper copies and one (1) digital copy of all project plans including:
 - i. A detailed Existing Conditions Plan including the subject site in its entirety, including all property lines, buildings, structures, curb cuts, sidewalks, drives, ramps and all parking on site and on the street(s) adjacent to the site, and must show the same detail for all adjacent properties within 200 ft. of the subject sites property lines;
 - ii. A detailed and scaled Site Plan depicting accurately and in detail the proposed construction, alteration or repair;
 - iii. A certified Land Survey;

- iv. Interior floor plans;
 - v. A Landscape Plan;
 - vi. A Photometric Plan;
 - vii. Colored elevation drawings for each building elevation;
- II. Specification sheets for all proposed materials, light fixtures and mechanical equipment;
- III. Samples of all proposed materials;
- IV. Photographs of existing conditions on the site including all structures, parking areas, landscaping and adjacent structures;
- V. Current aerial photographs of the site and surrounding properties;
- VI. Any other data requested by the Planning Board, Planning Department, or other City Departments.

6. Project Information

Address/Location of the property: 203 Pierce Street
Birmingham, MI 48220
Name of development: Toast: A Neighborhood Joint
Sidwell #: _____
Current Use: Restaurant/Bar A-2
Proposed Use: Same
Area of Site in Acres: .08
Current zoning: D-4
Is the property located in the floodplain? No
Name of Historic District Site is Located in: Shane Park
Date of Historic District Commission Approval: 3/28/2008

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 Application for Revised Final Site Plan: _____
Date of Revised Final Site Plan Approval: _____
Date of Design Review Board Approval: _____
Is there a current SLUP in effect for this site? _____
Date of Application for SLUP: _____
Date of SLUP Approval: _____
Date of Last SLUP Amendment: _____

CITY OF BIRMINGHAM
Date 02/26/2019 12:53:39 PM
Ref 00156850
Receipt 471036
Amount \$2,700.00
And 100.00
SIS Fund

7. Details of the Proposed Development (attach separate sheet if necessary)

No new development. We are changing ours to Monday through Friday: 7am - 3pm and Saturday and Sunday: 8am - 4pm

8. Buildings and Structures

Number of Buildings on Site: 1
Height of Buildings & # of Stories: 2 Stories

Use of Buildings: 1 Floor: Restaurant 2nd Floor: offices
Height of Rooftop Mechanical Equipment: _____

9. Floor Use and Area (in Square Feet)

Structures:

Restaurant Space: 3,298 sq ft
Office Space: 2nd level approximately the same
Retail Space: None

Number of Residential Units: None
Rental or Condominium? None
Total Floor Area: 3,298 sq ft

10. Proposed Bistro Operation

Number of Indoor Seats: 65
Number of Outdoor Seats: 52
Entertainment Proposed: None
Previous LCC Complaints? None
Number of Tables along Street Façade: 6 on sidewalk; 16 on platform
Type of Cuisine: America

Bar Area? Yes; 168 sq feet
Number of Seats at Bar: 9 seats
Full Service Kitchen? Yes
Percentage of Glazing Proposed: Existing
Years of Experience in Birmingham: 11
Years of Experience Outside Birmingham: 18 years

11. Required and Proposed Setbacks

Required Front Setback: _____
Required Rear Setback: _____
Required Total Side Setback: _____

Proposed Front Setback: _____
Proposed Rear Setback: _____
Proposed Total Side Setback: _____

12. Outdoor Dining Facility

Location (sidewalk right-of-way or on-street parking space): Both
Hours of Operation: M-F: 7am - 3pm S & S: 8am-4pm
Width of unobstructed sidewalk between door and café? (5 ft. required): 5ft
Platform Proposed: Yes
Trash Receptacles: Existing Public

Number of Tables/Chairs: 22 Tables; 52 seats
Material of Tables/Chairs: Metal
Tables Umbrellas Height & Material: 7' canvas
Number and Location of Parking Spaces Utilized: Two
Screenwall Material: N/A
Enclosure Material: N/A

13. Required and Proposed Parking

Required number of parking spaces: _____
Location of parking on site: _____
Screenwall material: _____

Shared Parking Agreement? _____
Location of parking off site: _____
Height of screenwall: _____

14. Landscaping

Location of landscape areas: _____

Proposed landscape material: _____

15. Streetscape

Sidewalk width: 12' 8"
Number of benches: None
Number of planters: None
Number of existing street trees: One
Number of proposed street trees: None
Streetscape plan submitted? On File

Description of benches or planters: N/A

Species of existing trees: Unknown

Species of proposed trees: N/A

16. Loading

Required number of loading spaces: 1
Typical angle of loading spaces: Ally
Screenwall material: N/A
Location of loading spaces on site: Rear Ally

Proposed number of loading spaces: None

Typical size of loading spaces: N/A

Height of screenwall: N/A

Typical time loading spaces are used: Ally: 7am - 3pm

17. Exterior Waste Receptacles

Required number of waste receptacles: 0
Location of waste receptacles: N/A
Screenwall material: N/A

Proposed number of waste receptacles: 0

Size of waste receptacles: N/A

Height of screenwall: N/A

18. Mechanical Equipment

Utilities and Transformers:

Number of ground mounted transformers: 0
Size of transformers (L•W•H): N/A
Number of utility easements: 0
Screenwall material: N/A

Location of all utilities & easements: N/A

Height of screenwall: N/A

Ground Mounted Mechanical Equipment:

Number of ground mounted units: None (Basement)
Size of ground mounted units (L•W•H): N/A
Screenwall material: N/A

Location of all ground mounted units: None

Height of screenwall: N/A

Rooftop Mechanical Equipment:

Number of rooftop units: Existing
Type of rooftop units: Exsiting
Screenwall material: N/A
Location of screenwall: Units no visible from street

Location of all rooftop units: On roof

Size of rooftop units (L•W•H): Exsiting

Percentage of rooftop covered by mechanical units: Exsiting

Height of screenwall: N/A

Distance from rooftop units to all screenwalls: N/A

19. Accessory Buildings

Number of accessory buildings: 0
Location of accessory buildings: N/A

Size of accessory buildings: N/A

Height of accessory buildings: N/A

20. Building Lighting

Number of light standards on building: 4
Size of light fixtures (L•W•H): Exsiting
Maximum wattage per fixture: 50w
Light level at each property line: Low

Type of light standards on building: Exsiting

Height from grade: 7' 0"

Proposed wattage per fixture: _____

21. Site Lighting

Number of light fixtures: N/A
Size of light fixtures (L•W•H): N/A
Maximum wattage per fixture: N/A
Light level at each property line: N/A

Type of light fixtures: N/A

Height from grade: N/A

Proposed wattage per fixture: N/A

Holiday tree lighting receptacles: N/A

22. Adjacent Properties

Number of properties within 200 ft.: 2

Property #1

Number of buildings on site: _____
Zoning district: _____
Use type: _____
Square footage of principal building: _____
Square footage of accessory buildings: _____
Number of parking spaces: _____

Property Description: _____

North, south, east or west of property? _____

Property #2

Number of buildings on site: _____
Zoning district: _____
Use type: _____
Square footage of principal building: _____
Square footage of accessory buildings: _____
Number of parking spaces: _____

Property Description: _____

North, south, east or west of property? _____

Property #3

Number of buildings on site: _____
Zoning district: _____
Use type: _____
Square footage of principal building: _____
Square footage of accessory buildings: _____
Number of parking spaces: _____

Property Description: _____

North, south, east or west of property? _____

Property #4

Number of buildings on site: _____
Zoning district: _____
Use type: _____
Square footage of principal building: _____
Square footage of accessory buildings: _____
Number of parking spaces: _____

Property Description: _____

North, south, east or west of property? _____

Property #5

Number of buildings on site: _____
Zoning district: _____
Use type: _____
Square footage of principal building: _____
Square footage of accessory buildings: _____
Number of parking spaces: _____

Property Description: _____

North, south, east or west of property? _____

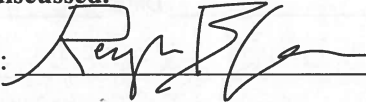
Property #6

Number of buildings on site: _____
Zoning district: _____
Use type: _____
Square footage of principal building: _____
Square footage of accessory buildings: _____
Number of parking spaces: _____

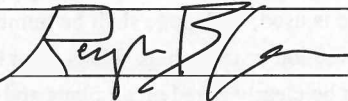
Property Description: _____

North, south, east or west of property? _____

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.

Signature of Owner:  Date: 02/21/19

Print Name: Regan K Bloom

Signature of Applicant:  Date: 02/21/19

Print Name: Regan K Bloom

Signature of Architect: _____ Date: _____

Print Name: _____

Office Use Only

Application #: _____ Date Received: _____ Fee: _____

Date of Approval: _____ Date of Denial: _____ Accepted by: _____



LAW OFFICES

ADKISON, NEED, ALLEN, & RENTROP

PROFESSIONAL LIMITED LIABILITY COMPANY

PHILLIP G. ADKISON
KELLY A. ALLEN
ROBERT M. GOLDMAN
JESSICA A. HALLMARK
GREGORY K. NEED
G. HANS RENTROP

39572 Woodward, Suite 222
Bloomfield Hills, Michigan 48304
Telephone (248) 540-7400
Facsimile (248) 540-7401
www.ANAfirm.com

OF COUNSEL:

KEVIN M. CHUDLER
LINDA S. MAYER
KATHERINE A. TOMASIK

March 21, 2019

VIA HAND DELIVERY

Commander Chris Busen
Birmingham Police Department
151 Martin
Birmingham, Michigan 48012

**Re: Transfer of Membership Interests
Toast Birmingham, LLC**

Dear Commander Busen:

We represent Toast Birmingham, LLC ("Toast Birmingham"), which has been approved for a three-step membership transfer by the Michigan Liquor Control Commission ("MLCC"). The MLCC approvals were issued on February 12, 2019.

Toast Birmingham was originally licensed by the MLCC in 2008 with two equal members, Regan Bloom and Thomas Bloom, who were, at that time, husband and wife.

STEP 1

In November 2016, pursuant to a Divorce Settlement Agreement, Thomas Bloom assigned his 50% interest in Toast Birmingham to Regan Bloom. As of Step 1, the sole member of Toast Birmingham was Regan Bloom.

STEP 2

In February 6, 2017, an investment group was formed called Vision Toast, LLC ("Vision Toast"). Vision Toast entered into an agreement with Regan Bloom to acquire 49% of the interest in Toast Birmingham (which also included buying into Toast Ferndale, which holds a liquor license, and the Toast Ferndale Property). The cost for Vision Toast's interest in Toast Birmingham was [REDACTED]. The funds came from the members of Vision Toast's savings and earnings. As of Step 2, the members in Toast Birmingham were 51% Regan Bloom and 49% Vision Toast.

The members of Vision Toast are as follows: S Michael Holding, LLC (members Omar Ammori, Sean Ammori, Samantha Ammori, Matthew Ammori and Morgan Ammori); Michael Sarafa, Kevin Denha, Saber Ammori and Denha Cast, LLC (Mark Denha Trust and Nesreen Denha Trust).

STEP 3

Simultaneously with the Step 2 transfer, Regan Bloom and Vision Toast assigned their interest in Toast Birmingham to Toast Holdings, LLC. As of Step 3, the sole member of Toast Birmingham is Toast Holdings, LLC.

The members of Vision Toast will not have any role in the day to day operations of the business. Toast Birmingham will continue to do business as Toast, with the same great food and service. Regan Bloom and her director of Operations, Anthony Minicilli, will oversee the day-to-day operation of the business.

Several of the members of Vision Toast have held liquor licenses in the past, but none of them are currently licensed. As noted above, this acquisition also included the Toast Ferndale liquor license. An entity related to the Vision Toast Group purchased the building in Birmingham.

Enclosed for your review are the following:


- Organization chart with dates of birth for all members;
- City of Birmingham Application, Release and Driver's License for members over 10% of Toast Birmingham, Regan Bloom, Omar Ammori, Kevin Denha, and Saber Ammori;
- List of liquor licenses and printout of current license;
- Affidavit regarding financing; and
- Floor plan.

There is a SLUP application pending with regarding to a change in Toast's hours, to eliminate dinner service from the approved SLUP. These membership changes will also be included in the request to amend the SLUP.

Finally, enclosed is a check payable to the City of Birmingham for \$1,500.00 for the application fees. If you have any questions whatsoever, please do not hesitate to call me or my legal assistant, Laura Peters. I appreciate your assistance on this matter.

Very truly yours,

ADKISON, NEED, ALLEN, & RENTROP, PLLC


Kelly A. Allen

/lp
Enclosures



LAW OFFICES

ADKISON, NEED, ALLEN, & RENTROP

PROFESSIONAL LIMITED LIABILITY COMPANY

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www.ANAfirm.com

OF COUNSEL:

KEVIN M. CHUDLER
LINDA S. MAYER
KATHERINE A. TOMASIK

April 18, 2019

Via Electronic Mail

Jana Ecker, Planning Director
Nicholas Dupuis, City Planner
City of Birmingham
151 Martin Street
Birmingham, MI 48012

**Re: Toast Birmingham, LLC
Special Land Use Amendment**

Dear Ms. Ecker and Mr. Dupuis:

As you know, Toast has a SLUP amendment application pending. The purpose of the SLUP amendment is twofold:

1. To change the ownership within the licensed entity, which is Toast Birmingham, LLC; and
2. To change the hours of operation.

CHANGE IN OWNERSHIP OF MEMBERS

The request for approval to change the ownership of Toast Birmingham, LLC has been filed with the Police Department. Attached to this letter is a copy of the letter to Commander Busen which sets forth the membership changes. Please consider this letter as Toast's formal request to amend the previous SLUP amendment application to include the request for approval of the ownership change.

CHANGE IN HOURS OF OPERATION

In 2008 the City Commission approved a SLUP for Toast, which included specific hours of operation. The SLUP stated:

“The applicant must maintain nighttime hours, Monday-Wednesday 7am – 9pm; Thursday – Saturday & Sunday 7am – midnight; Sunday 7am – 5pm.”

In December of 2018 the City notified Toast that the posted “Fall Hours” for Toast were not in compliance with the approved SLUP. Shortly thereafter, Toast appeared before the Planning Board for an informal presentation regarding reducing Toast’s hours of operation to eliminate the dinner service.

Subsequently, Toast appeared at the City Commission Meeting on March 25 because a public hearing was set to discuss the renewal of the liquor license.

It should be noted that when Toast was approved for the Bistro license in 2008, the City had concerns about approving a breakfast-only concept because of the City’s desire to activate the street. This was one of the main goals of the Bistro ordinance. However, there are now four Bistros in operation on Pierce Street, including Toast, Elie’s, Townhouse, and Streetside.

This is Toast’s proposal for hours of operation.

Approved Hours.....	Proposed Hours
Sunday: 7 a.m. – 5 p.m.	7 a.m.– 4 p.m.
Monday-Tuesday: 7 a.m. – 9 a.m.	7 a.m. – 3 p.m.
Wednesday: 7 a.m. – 9 p.m.....	7 a.m. – 8 p.m.
Thursday-Friday: 7 a.m. – midnight	7 a.m. – 8 p.m.
Saturday: 7 a.m. – midnight.....	8 a.m. – 9 p.m.

Toast intends to change its menu for the dinner hours. Attached is the proposed menu.

DOCUMENTS REQUIRED FOR SLUP AMENDMENT

The original SLUP amendment application was submitted by Toast without the assistance of counsel. The current checklist of required documents is set forth below, with Toast’s response:

I(i). A detailed Existing Conditions Plan including the subject site in its entirety, including all property lines, buildings, structures, curb cuts, sidewalks, drives, ramps and all parking on site and on the street(s) adjacent to the site, and must show the same detail for all adjacent properties within 200 ft. of the subject sites property lines.

RESPONSE: Toast has retained John Tagle Associates, Inc., Architects & Planners who contracted with PEA, Inc., to provide the required “Existing Conditions Plan.” This document is attached.

I(ii). A detailed and scaled Site Plan depicting accurately and in detail the proposed construction, alteration or repair.

RESPONSE: Enclosed is the interior floor plan prepared by Krieger & Klatt Architects and a hand drawing of the seating with accurate seating. There is no proposed construction or alteration to the space.

- I(iii). A Certified Land Survey.
- I(iv). Interior floor plans.
- I(v). A Landscape Plan.

RESPONSE: The Certified Land Survey is covered in the Existing Conditions Plan. Interior floor plans are enclosed. There is no change to the landscape; therefore, no landscape plans are being submitted.

- I(vi). A Photometric Plan.
- I(vii). Colored elevation drawings for each building elevation.

RESPONSE: There are no changes to the lighting and therefore no photometric plan is being submitted. There are no changes to the Elevations therefore drawings are not provided, but photographs are attached.

II. Specification sheets for all proposed materials, light fixtures and mechanical equipment.

RESPONSE: There is no change to any materials, light fixtures or mechanical equipment; therefore, no plans are being submitted.

III. Samples of all proposed materials.

RESPONSE: There are no changes to the materials; therefore, no samples are being submitted.

IV. Photographs of existing conditions on the site including all structures, parking areas, landscaping and adjacent structures.

RESPONSE: Attached.

V. Current aerial photographs of the site and surrounding properties.

RESPONSE: Attached.

VI. Warranty Deed, or Consent of Property Owner if the applicant is not the owner.

RESPONSE: The landlord entity is Maple Pierce, LLC. The manager of the Landlord entity is Kevin Denha. Please note that the warranty deed is in the name of 50935 Van Dyke,

LLC. After the closing on the building this entity' name was changed to Maple Pierce, LLC. A copy of the warranty deed and the name change are attached.

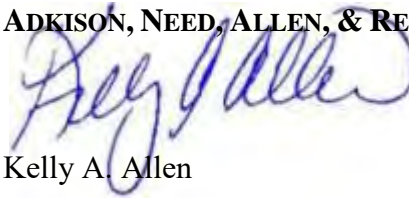
VII. Any other data requested by the Planning Board, Planning Department, or other City Departments.

RESPONSE: Attached is a proposed menu for the dinner hour service.

Please let us know if you require anything further. Thank you for your professional assistance in this matter.

Very truly yours,

ADKISON, NEED, ALLEN, & RENTROP, PLLC



Kelly A. Allen

/kjf
Enclosures

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.

Reviewed By: RC

Jan 23, 2018

5.00 E-FILE

Sec. 135, Act 206, 1893 as amended

ANDREW E. MEISNER, County Treasurer

Not Examined

LIBER 51496 PAGE 602

\$21.00 DEED - COMBINED

\$4.00 REMONUMENTATION

\$5.00 AUTOMATION

\$30,960.00 TRANSFER TX COMBINED

01/23/2018 05:09:49 PM RECEIPT# 8712

PAID RECORDED - Oakland County, MI

Lisa Brown, Clerk/Register of Deeds

STATE OF
MICHIGANOAKLAND
01/23/2018
8712REAL ESTATE
TRANSFER TAX\$3,960.00 CO
\$27,000.00 ST
001146359

WARRANTY DEED

Corporate(Platted/Condominium)

Drafted By:

Diana Sharer, Sole Member
Cedarcliff LLC
8855 Warwick Street
Beverly Hills, MI 48025

Return To:

50935 Van Dyke, LLC
40700 Woodward Avenue, Suite 125
Bloomfield Hills, MI 48304

Send Tax Bills To:

50935 Van Dyke, LLC
40700 Woodward Avenue, Suite 125
Bloomfield Hills, MI 48304

Recording Fee: \$30.00

File Number: 774840 - BH

State Transfer Tax:

\$27,000.00

County Transfer Tax:

\$3,960.00

Tax Parcel No.: 19-36-201-020

Know All Persons by These Presents: That **Cedarcliff LLC, a Michigan Limited Liability Company**
whose address is 8855 Warwick Street, Beverly Hills, MI 48025

Convey(s) and Warrant(s) to **50935 Van Dyke, LLC, a Michigan limited liability company**
whose address is 40700 Woodward Avenue, Suite 125, Bloomfield Hills, MI 48304

the following described premises situated in the City of **Birmingham**, County of **Oakland**, State of Michigan, to wit:

(SEE ATTACHED EXHIBIT A)

More commonly known as: **165 through 217 Pierce Street, Birmingham, MI 48009**

For the full consideration of: **three million six hundred thousand Dollars (\$3,600,000.00)**

Subject To:

See Attached Exhibit B - Permitted Exceptions



First American Title Insurance Company

First American Title

(Attached to and becoming a part of Warranty Deed dated: January 09, 2018 between Cedarcliff LLC, a Michigan Limited Liability Company, as Seller(s) and 50935 Van Dyke, LLC, a Michigan limited liability company, as Purchaser(s).)

Dated this January 09, 2018.

Seller(s):

Cedarcliff LLC, a Michigan limited liability company

By: Diana J. Sharer
 Name: Diana Sharer
 Title: Sole Member AKA Diana J. Sharer (CG)

State of Michigan
 County of Oakland

The foregoing instrument was acknowledged before me this January 09, 2018 by Diana Sharer, Sole Member of Cedarcliff LLC, a Michigan Limited Liability Company. AKA Diana J. Sharer (CG)



Notary Public:
 Notary County/State: /
 County Acting In:
 Commission Expires:

(Attached to and becoming a part of Warranty Deed dated: January 09, 2018 between Cedarcliff LLC, a Michigan Limited Liability Company, as Seller(s) and 50935 Van Dyke, LLC, a Michigan limited liability company, as Purchaser(s).)

EXHIBIT A

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

Part of Lots 15 and 16, ASSESSOR'S PLAT NO. 24, according to the recorded plat thereof, as recorded in Liber 54 of Plats, page 72, Oakland County Records, described as: Beginning at a point distant North 01 degree 52 minutes 25 seconds West 22 feet from the Southwest corner of Lot 16; thence North 87 degrees 60 minutes 00 seconds East 100.56 feet; thence North 05 degrees 21 minutes 50 seconds East 20.34 feet; thence North 35 degrees 22 minutes 05 seconds West 57.55 feet; thence North 11 degrees 52 minutes 30 seconds West 17.15 feet; thence South 54 degrees 26 minutes 10 seconds West 82.08 feet; thence South 01 degree 52 minutes 25 seconds East 41.48 feet to beginning; ALSO including the Southerly part of Lot 17, ASSESSOR'S PLAT NO. 24, according to the recorded plat thereof, as recorded in Liber 54 of Plats, page 72, Oakland County Records, measuring 3 feet on the Easterly lot line and 48.53 feet on the Westerly lot line.

Tax Parcel Number: 19-36-201-020

EXHIBIT B

(PERMITTED EXCEPTIONS)

Lien in favor of the City of Birmingham for Special Assessment, as disclosed by instrument dated July 2, 1984, recorded July 2, 1984, in Liber 8715, page 137.

Rights of adjoining land owners and Terms and Conditions set forth in Party Wall Agreement dated April 10, 1951, recorded April 23, 1951, in Liber 2730, page 310, as to part of subject property.

Rights of adjoining land owners and Terms and Conditions set forth in Party Wall Agreement dated January 25, 1947, recorded January 30, 1947, in Liber 2050, page 297.

Any claim that the Title is subject to a trust or lien created under The Perishable Agricultural Commodities Act (7 U.S.C. 499a, et seq.) or the Poultry and Stockyards Act (7 U.S.C. 181, et seq.) or under similar state laws.

Interest, if any, of the United States, State of Michigan, or any political subdivision thereof, in the oil, gas and minerals in and under and that may be produced from the captioned land.

Rights of tenants, if any, under any unrecorded leases.

The following matters as referenced by survey dated April 24, 2017, last revised April 26, 2017, prepared by Kern-Tec & Associates, being Job No. 17-01129:

- a. Light post/lamp post on property.
- b. Guardrail and electric meters encroach into Public Alley.

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

FILING ENDORSEMENT

This is to Certify that the CERTIFICATE OF AMENDMENT TO THE ARTICLES OF
ORGANIZATION

for

MAPLE PIERCE PROPERTIES, LLC

ID Number: 801712582

received by electronic transmission on January 10, 2018 ***, is hereby endorsed.***

Filed on January 10, 2018 ***, by the Administrator.***

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 10th day of January, 2018.

Julia Dale, Director

Corporations, Securities & Commercial Licensing Bureau

LARA Corporations
Online Filing System
Department of Licensing and Regulatory Affairs

Form Revision Date 07/2016

CERTIFICATE OF AMENDMENT TO THE ARTICLES OF ORGANIZATION

For use by DOMESTIC LIMITED LIABILITY COMPANY

Pursuant to the provisions of Act 23, Public Acts of 1993, the undersigned executes the following Certificate of Amendment:

The identification number assigned by the Bureau is:

801712582

The name of the limited liability company is:

50935 VAN DYKE, LLC

The date of filing the original Articles of Organization was:

12/3/2013

Complete only those articles being amended.

Article I

The name of the limited liability company as amended, is:

MAPLE PIERCE PROPERTIES, LLC

Article III

The duration of the limited liability company if other than perpetual is:

PERPETUAL

The amendment was approved by unanimous vote of all the members entitled to vote.

This document must be signed by a member, manager, or an authorized agent:

Signed this 10th Day of January, 2018 by:

Signature	Title	Title if "Other" was selected
KEVIN DENHA	Member	

By selecting ACCEPT, I hereby acknowledge that this electronic document is being signed in accordance with the Act. I further certify that to the best of my knowledge the information provided is true, accurate, and in compliance with the Act.

☐ Decline ☒ Accept

Appetizer

Pan Seared Foie Gras

Brioche French Toast, Strawberry-Black Pepper Compote
14

P.E.I. Mussels

Garlic, White Wine, Leeks, Baguette
10

Crispy Crab Cake

Jumbo Lump Crab, Onion, Bell Pepper, Herbs, Panko Crust, Remoulade, Lemon
12

Wild Mushroom – Goat Cheese Roulade

Warm Lentil Salad, Sherry Vinaigrette
8

Raclette Grilled Cheese

Raclette, Apple-Arugula Salad, Cured Chorizo
8

Soup

Mushroom Soup

Forest Mushrooms, Rye Croutons
6

Tomato Soup

Goat Cheese Crostini
6

Salad

Apple Salad

Mixed Greens, Apple, Blue Cheese, Candied Pecans, Creamy Cider Vinaigrette
Small 7 - Large 12

Simple Salad

Mixed Greens, Radish, Carrots, Crunchy Croutons, Balsamic Vinaigrette
Small 5 - Large 9

Beet Salad

Roasted Beets, Shaved Fennel, Pickled Red Onion, Orange – Dill Vinaigrette, Toasted Almonds
Small 7 - Large 12

Plates du Jour

Steak Frites*

12oz. Peppercorn Crusted Skirt Steak, Crispy Truffle Fries, Red Wine Reduction
22

Chicken and Waffle

Fried Chicken, Waffle, Spiced Maple Drizzle, Mashed Potatoes
17

Shrimp & Grits

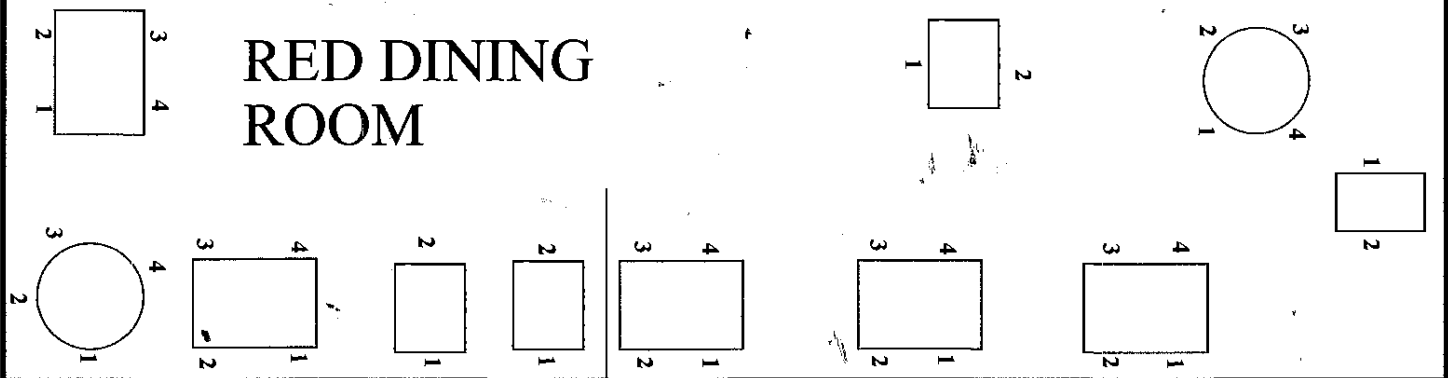
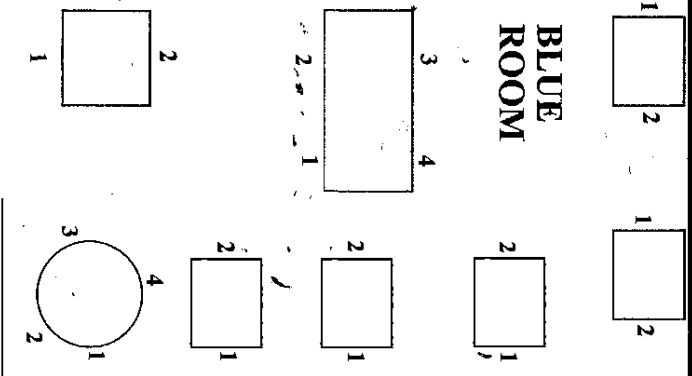
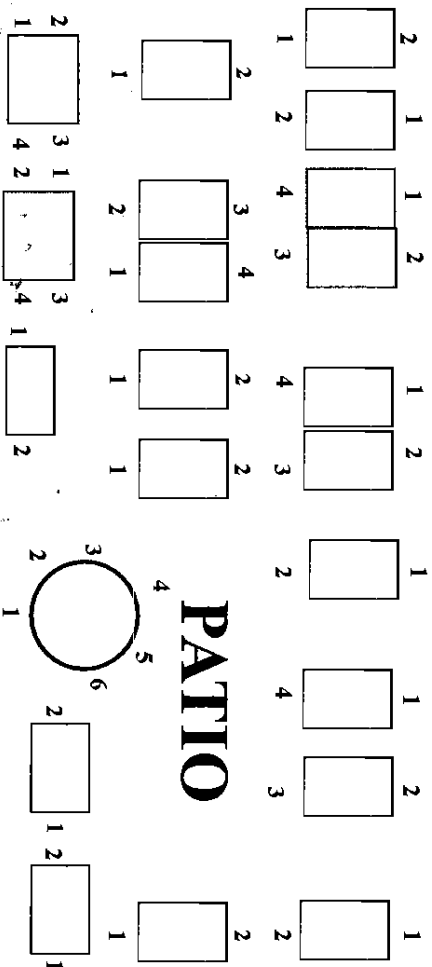
Spicy Sauce, Arugula Salad
20

Chicken and Waffle

Fried Chicken, Waffle, Spiced Maple Drizzle, Mashed Potatoes
18

Whitefish Tosca

Rice Pilaf, Asparagus, Lemon Butter Sauce
19





TOAST

TOAST
A RESTAURANT

TOAST
203

199

woolly
co.

2 hours
free parking
IN
all decks



199



TOAST

199

NEIGHBORHOOD BISTRO

WINE • COCKTAILS • BAR

MOUNT-N-REPAIR
STERLING SILVER JEWELRY

MOUNT-N-REPAIR



TOAST

199

TOAST
203

MOUNT-N-REPAIR

STERLING SILVER JEWELRY

MOUNT-N-REPAIR

Crimson Rose
Antique

MAC

tank



TOAST

woolly
co.

NEIGHBORHOOD BISTRO
wine • cocktails • pub
203

TOAST
203



TOAST OUTLINED IN YELLOW



Google

Google

42°32'40"N 83°12'53"W 416 m



MEMORANDUM

Planning Department

DATE: April 17th, 2019

TO: Jana Ecker, Planning Director

FROM: Nicholas Dupuis, City Planner

SUBJECT: 203 Pierce St. – Toast – Special Land Use Permit Amendment and Final Site Plan Review

Executive Summary

Article 7, Section 7.34 of the Zoning Ordinance states that once a permit for a Special Land Use has been granted as to any parcel of land, no change in that use may be made nor may any addition to or change in the building or improvements on the parcel of land take place until a new request for approval has been filed with the City Commission and the City Commission has approved the request for change.

On January 9th, 2019, the applicant went before the Planning Board for a pre-application discussion regarding a proposal to change their hours of operation to eliminate dinner hours and host special events in the evenings instead, such as cooking classes and private parties. During the meeting, Board members expressed positive responses to the proposals, as Toast Bistro is the only restaurant on Pierce open for breakfast, serves two meals (breakfast and lunch), and activates the street during the morning hours. The minutes from the meeting are attached for your review.

On February 25th, 2019, the restaurant went before the City Commission for a hearing regarding the 2018-2019 renewal of their Liquor License. During the meeting, the change in hours was discussed as a violation of their SLUP, a seat total overage was discussed, and it was discovered that a change in ownership had occurred without a SLUP Amendment. A Public Hearing was set for March 25th, 2019 to consider whether to file an objection with the Michigan Liquor Control Commission to the renewal of the of the license for consumption of intoxicating liquor held by the owners/operators of Toast. The minutes from the meeting are attached for your review.

During the City Commission meeting on March 25th, 2019, the City Commission again discussed the outstanding issues of hours, seat counts, and ownership. After some discussion, the City Commission passed a motion to approve the liquor license held by Toast Birmingham for the 2019 licensing period. The minutes from the meeting are attached for your review.

Thus, the applicant at 203 Pierce St. is requesting a Special Land Use Permit Amendment to change the hours of operation from those approved in the Special Land Use Permit obtained in 2008. The approved hours of operation approved were: Monday-Wednesday 7 AM – 9 PM; Thursday-Saturday 7 AM – midnight; Sunday 7 AM – 5 PM. The applicant is proposing to eliminate

the dinner hours from the original approval, and proposes the following hours of operation: Monday-Friday 7 AM – 3 PM; and Saturday-Sunday 8 AM – 4 PM.

In addition, the applicant has submitted documents signifying a change in ownership of the restaurant. A Transfer of Membership Interests was submitted to the Police Department on March 21st, 2019. The letter describes the current sole member of Toast Birmingham as Toast Holdings, LLC. When the restaurant opened in 2008, Regan Bloom and Thomas Bloom were two equal owners. In 2016, Thomas Bloom assigned his 50% interest to Regan Bloom, making Regan bloom the sole owner. In 2017, the investment group Vision Toast, LLC entered into an agreement with Regan Bloom to acquire 49% of the interest in Toast Birmingham. Simultaneously during the 2017 ownership agreement, Regan Bloom and Vision Toast assigned their interest in Toast Birmingham to Toast Holdings, LLC.

Under the SLUP contract, the applicant was required to obtain approval from the City Commission for any change in ownership status.

1.0 Land Use and Zoning

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

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

2.0 Screening and Landscaping

2.1 Screening – No changes proposed.

2.2 Landscaping – No changes proposed.

3.0 Parking, Loading, Access, and Circulation

3.1 Parking – As the subject site is located within the Parking Assessment District, the applicant is not required to provide on-site parking.

3.2 Loading – No changes are proposed.

3.3 Vehicular Access & Circulation - Vehicular access to the building will not be altered.

3.4 Pedestrian Access & Circulation – No changes proposed.

3.5 Streetscape – No changes proposed.

4.0 Lighting

The applicant is not proposing any new lighting for the property.

5.0 Departmental Reports

5.1 Engineering Division –

5.2 Department of Public Services –

5.3 Fire Department – The Fire Department has no concerns at this time.

5.4 Police Department –

5.5 Building Department –

6.0 Design Review

The applicant is not proposing any exterior changes as a part of this Special Land Use Permit Amendment.

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 to adequately enhance street life, thus promoting a pedestrian friendly environment.

8.0 Approval Criteria

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

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

9.0 Approval Criteria for Special Land Use Permits

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

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

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

10.0 Suggested Action

Based on a review of the site plans submitted, the Planning Division recommends that the Planning Board recommend **APPROVAL** to the City Commission of the applicant's request for Special Land Use Permit Amendment and Final Site Plan Review for 203 Pierce – Toast.

11.0 Sample Motion Language

The Planning Board recommends **APPROVAL** to the City Commission of the Special Land Use Permit Amendment Final Site Plan Review for 203 Pierce – Toast.

OR

Motion to recommend **POSTPONEMENT** of the Special Land Use Permit Amendment and Final Site Plan Review for 203 Pierce – Toast, for the following reasons:

1. _____
2. _____
3. _____

OR

Motion to recommend **DENIAL** of the Special Land Use Permit Amendment and Final Site Plan Review for 203 Pierce – Toast, for the following reasons:

1. _____
 2. _____
 3. _____
-

**Planning Board Minutes
January 9, 2019**

01-07-19

H. PRE-APPLICATION DISCUSSION

1. 203 Pierce St., Toast Birmingham

Mr. Tony Manicilli **Minicilli**, Director of Operations for Toast, was present with Mr. Chris Gadelka **Gadulka**, Executive Chef, and Ms. Reagan **Regan** Bloom with Toast. Mr. Manicilli said they are looking to change the required hours of their Special Land Use Permit ("SLUP") to 7 a.m. to 3 p.m. Monday through Friday and 8 a.m. to 4 p.m. on week-ends. They want to eliminate dinner and do special events in the evenings such as cooking classes and private parties.

Ms. Ecker advised they are required under their SLUP to serve breakfast, lunch, and dinner. To change that condition they would have to amend their SLUP. They can do one of two things to correct the violation:

- Start serving dinner again; or
- Go before the Planning Board and City Commission to get approval to strike the condition that they must serve dinner.

Ms. Ecker explained if they just wanted to have a restaurant with regular dining and no alcohol they would not need a SLUP. At the time this SLUP was approved the Planning Board and City Commission didn't feel a bistro license should be issued if the street would not be activated in the evenings. Mr. Manicilli **Minicilli** said on week-ends their customers generally have about an hour wait. During that wait, most people are in the City and walking around. Even if it is during the day and not at night they are adding to activity on the street.

Board members requested that in Toast's application for a change in their SLUP they include details on their special events and average customer count after 3 p.m. over the last six months or so.

Mr. Williams pointed out there are three other restaurants on Pierce and that are open at night and none are open for breakfast. So he would be inclined to go forward with this request.

Mr. Manicilli **Minicilli** responded for Ms. Whipple-Boyce that they have had 15 special events in the evening through December. He anticipates seeing an increase in pop-ups, cooking classes, or other events. He described a pop-up as an invitation for another chef to come in and set up a temporary restaurant with a different menu other than theirs for a one night event. The purpose is to receive an indication of whether to invest in opening a new restaurant.

Ms. Reagan **Regan Bloom** opined that increasing competition has had something to do with their declining dinner crowd.

Mr. Jeffares said these people have tried everything to get people in for dinner and it has been a valiant effort. They do quite a few events in the evening and he didn't think the board should try to force anybody to lose money.

**City Commission Minutes
February 25, 2019**

02-047-19 LIQUOR LICENSE REVIEW AND RENEWAL

Commissioner Nickita recused himself from discussing and voting on 220 Merrill and Toast due to business relationships with the owners of both establishments.

City Clerk Mynsberge presented the item.

Commissioner Hoff thanked staff for the clarity of the submitted reports.

Comments/Clarification

Planning Director Ecker explained:

- Elie's Mediterranean filled out their liquor license application incorrectly in regards to numbers, but upon the Planning Department on-site review it was clear that Elie's was actually in compliance

City Clerk Mynsberge confirmed:

- Rojo and Sidecar share an owner and together owe the City \$16,325 in taxes and water bills. The owner entered into a payment plan with the City for the water bills on February 25, 2019 by paying a portion and agreeing to continue making regular payments on the debt. The outstanding taxes for both establishments remain unpaid.

Mayor Bordman invited Stephen Simon, owner of Rojo and Sidecar, to speak to the Commission.

Mr. Simon explained both Rojo and Sidecar were purchased in bankruptcy court in June 2018. There are current talks with the City and Oakland County as to whether the July 2018 taxes are due from the current or previous owner. In addition, the company's accountant has indicated that the assets purchased were only about \$20,000, which would free the business from owing taxes.

City Attorney Currier said with respect to the delinquent taxes he was unsure because he was not familiar with the bankruptcy filing. He could not say whether that was a matter the bankruptcy court was taking into consideration, but that it would have some priority with respect to payment in the bankruptcy court. If the priority stays as-is, eventually the property will go to tax sale.

Commissioner Harris suggested setting a March 25, 2019 public hearing date to encourage a speedy resolution of the matter on the part of the previous owner and Mr. Simon.

Mayor Bordman concurred and advised Mr. Simon that the tax liability may fall to him if he intends to keep the restaurants. She said this was not legal advice, but that it seemed to her that if the previous owner were mandated to pay by the court that Mr. Simon would be reimbursed.

Commissioner DeWeese said Toast has been slow in addressing issues with the City, including the fact that Toast is in violation of its Special Land Use Permit (SLUP) because it is not currently operating in the evenings.

Planning Director Ecker explained:

- Toast had been subject to code enforcement for not providing dinner hours as per their SLUP. The owners then came to a pre-application meeting with the Planning Department to discuss either providing dinner hours or applying for a SLUP amendment.
- Toast ultimately submitted an application and attendant fee for a SLUP amendment earlier in the day on February 25, 2019, hoping not to provide regular dinner hours but to provide evening space for cooking classes and other activities instead.
- Toast would not likely receive a public hearing regarding their application with the Planning Board before the end of April 2019.

Toast representative Tony Minicilli came forward to address the Commission. He explained:

- Toast's hours were changed in October 2018, and they were unaware their SLUP was contingent on having dinner hours. He said that he believed Toast was the only restaurant that had a SLUP requiring evening hours.
- When Toast was made aware that they were in violation of their SLUP, Toast was advised to re-apply.
- He is the Director of Operations, and neither he nor the current owner were part of the SLUP process when it was originally granted to Toast by Birmingham. Toast was originally owned by married couple Thom and Regan Bloom, and they since divorced with Regan retaining ownership of the restaurant along with investors.

Mayor Bordman stated:

- SLUPs require any change in ownership be reviewed by the City Commission.
- Since Toast did not submit their change in ownership for review to the City Commission, the restaurant has now made the City aware of an additional violation of their SLUP.
- Given the major problems with the operation of the restaurant, she recommended setting a public hearing for Toast on March 25, 2019.

Commissioner Hoff noted there were several restaurants with discrepancies between the number of seats allowed and the number of seats the Planning Department found upon inspection. She added that as of the submission of the information to the City Commission, many of those discrepancies had not been resolved. She asked Mayor Bordman if the Commission could speak with representatives from the establishments in violation present this evening to see whether the discrepancies have since been resolved.

Mayor Bordman concurred, suggested reviewing the discrepancies one establishment at a time, and asked whether a representative from Bella Piatti was present.

Nino Cutraro introduced himself as the owner of Bella Piatti.

Mayor Bordman asked Mr. Cutraro why he had not responded to contact from the City regarding the issue with the number of seats in Bella Piatti.

Mr. Cutraro said he never saw any communication from the City regarding the matter.

Mayor Bordman invited Planning Director Ecker to confirm that attempts to contact Bella Piatti had occurred.

Planning Director Ecker confirmed that both a letter and an email were sent, and that City Planner Nicholas Dupuis also stopped by Bella Piatti in person.

Mr. Cutraro then said he did have the letter.

In response to Mayor Bordman's question, Planning Director Ecker explained Bella Piatti had been approved for 52 indoor seats plus 10 at the bar. Bella Piatti is in violation because at last inspection by the Planning Department the restaurant had 63 indoor seats plus 11 at the bar.

Mr. Cutraro said he eliminated two tables and the extra seat at the bar, and offered to show the Commission a photo as proof.

Addressing Mr. Cutraro and other establishment representatives, Mayor Bordman stated that the liquor licenses granted by the Commission are valuable to both the establishments and to Birmingham. She continued:

- Liquor licenses are one of the drivers to bring in guests to Birmingham.
- The Commission takes these liquor licenses very seriously, which includes the SLUPs the establishments agree to.
- Discovering that at least eight establishments in Birmingham have violated the allowable number of seats has been very disappointing.
- The Commission would be putting pressure on these establishments to come into compliance by setting public hearings to determine whether or not the City will object to the renewal of liquor licenses for the establishments currently in violation.

Commissioner Hoff noted that seat discrepancies are easy fixes. She suggested that the establishments come into compliance and then contact the Planning Department to set up an inspection for the purpose of confirming their compliance. Then, at the public hearing, the Planning Department can provide confirmation that each establishment is in compliance and the matter can be resolved more expeditiously.

Mayor Bordman commented that because these discrepancies are such an easy fix, these issues should have been resolved far in advance of tonight's meeting.

Planning Director Ecker clarified not all bistros have an allowance of 65 indoor seats and 10 at the bar. She explained seating allowances vary according to a number of different factors. She also confirmed that any bistros with over 65 indoor seats are indeed in violation.

Commissioner Nickita asked for clear data on the seating discrepancies, Class C license holders, and Bistro license holders for the March 25, 2019 so the Commission can best see where the discrepancies are. Mayor Bordman agreed and requested as much information as possible.

Commissioner Nickita said the fundamental question is what was agreed to as part of each establishment's Special Land Use Permit, and where each establishment is in violation.

Mr. Cutraro told the Commission is that he is currently in compliance. He asked whether he was allowed 52 people or 52 chairs.

Planning Director Ecker clarified that Bella Piatti is permitted 52 chairs. In addition, people are allowed to stand in a small bar area which was marked on the plans when they were approved. This means there could be 52 indoor seats, ten people seated at the bar, and three or four additional people standing in the defined bar area.

Mayor Bordman then went through each establishment listed as non-compliant in terms of seats as of the City's last inspection. If Planning Director Ecker confirmed non-compliance for a given establishment, Mayor Bordman asked that representatives plan to attend a public hearing on March 25, 2019.

Planning Director Ecker confirmed Bella Piatti, La Strada, Luxe, Mad Hatter, Salvatore Scallopini, Townhouse, Bistro Joe's, Forest Grill and Tallulah were non-compliant as of their last inspections by the City.

Planning Director Ecker confirmed Adachi is still non-compliant because they have not pulled permits for two A-frame signs on their sidewalk.

John Henke, Adachi representative, said the Adachi owners would be in on February 28, 2019 to pull permits for the two A-frame signs.

Planning Director Ecker stated that Cameron's Steakhouse may have a code violation vis-a-vis some unscreened dumpsters with contested ownership.

Planning Director Ecker confirmed Fleming's has a sign without a permit, that 220 Merrill has an outdoor propane storage unit which is a violation, and outdoor tables and chairs are being stored on the outdoor platform at Rojo which is a violation.

Mayor Bordman stated the City's ordinances promote the most appealing atmosphere in the City's establishments, and that compliance with the ordinances benefits both the establishments and the City.

Commissioner Nickita agreed with Mayor Bordman's point, adding that the bistro ordinance was formulated specifically to allow a different kind of establishment to have a liquor license without having to acquire a Class C license. In order to allow this, however, the parameters for a bistro license must be tightly monitored and tightly adhered to. This ensures that the legal relationships between various establishments and the City are fair and accomplishing what they were designed to do.

Mayor Bordman asked for public comment.

Mr. Henke suggested that establishments that come into compliance regarding seat discrepancies before March 25, 2019 could possibly be left off the public hearing list for that meeting.

Mayor Bordman said that any establishments non-compliant as of this meeting would have a public hearing set for March 25, 2019. If the establishment comes into compliance before then, then the public hearing will be expedited for the establishment.

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

To approve the renewal for the 2019 licensing period, of all Class B, Class C, and microbrewery liquor licenses for which a current year application was received, except for the license(s) held by the following establishments for which a public hearing has been set:

220 Merrill Restaurant
Adachi restaurant Group LLC
Bella Piatti
Bistro Joe's
Cameron's Steakhouse
Fleming's Prime Steakhouse
Forest Grill 2, LLC
La Strada Caffè, LLC
Luxe Bar & Grill
Mad Hatter Bistro (Tea Parlor, Inc.)
Rojo Mexican Bistro
Salvatore Scallopini
Sidecar Slider Bar
Tallulah Wine Bar & Bistro
Toast Birmingham, LLC
Townhouse Kitchen and Bar, LLC

VOTE: Yeas, 6
 Nays, 0

220 Merrill Restaurant

MOTION: Motion by Commissioner Hoff, seconded by Mayor Pro Tem Boutros:

To set a public hearing for 7:30 PM on Monday, March 25, 2019 in Room 205 of the Birmingham Municipal Building, 151 Martin, Birmingham, MI 48009, to consider whether to file an objection with the Michigan Liquor Control Commission to the renewal of the license for consumption of intoxicating liquor on the premises currently held by the owners/operators of **220 Merrill Restaurant** pursuant to Sec. 10-40 (3)a of the Birmingham Code of Ordinances:

Licensee's maintenance of a nuisance upon or in connection with the licensed premises, including existing violations of building, electrical, mechanical, plumbing, zoning, health, fire or other applicable regulatory codes, specifically an outdoor propane display which is not allowed in the B-4 Zoning District;

Further, to direct the City Manager to notify the owners/operators of **220 Merrill Restaurant**, in writing, that they may submit any written material for consideration by the City Commission prior to the date of the public hearing or at the hearing, that the licensee may appear in person at the hearing or be represented by counsel and that the licensee may present witnesses or written evidence at the hearing.

VOTE: Yeas, 5
 Nays, 0
 Recused, 1 (Nickita)

Adachi Restaurant Group LLC

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

To set a public hearing for 7:30 PM on Monday, March 25, 2019 in Room 205 of the Birmingham Municipal Building, 151 Martin, Birmingham, MI 48009, to consider whether to file an objection with the Michigan Liquor Control Commission to the renewal of the license for consumption of intoxicating liquor on the premises currently held by the owners/operators of **Adachi Restaurant Group LLC** pursuant to Sec. 10-40 (3)a of the Birmingham Code of Ordinances:

Licensee's maintenance of a nuisance upon or in connection with the licensed premises, including existing violations of building, electrical, mechanical, plumbing, zoning, health, fire or other applicable regulatory codes, specifically an outdoor A-frame sidewalk sign without a permit;

Further, to direct the City Manager to notify the owners/operators of **Adachi Restaurant Group LLC**, in writing, that they may submit any written material for consideration by the City Commission prior to the date of the public hearing or at the hearing, that the licensee may appear in person at the hearing or be represented by counsel and that the licensee may present witnesses or written evidence at the hearing.

VOTE: Yeas, 6
 Nays, 0

Bella Piatti

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

To set a public hearing for 7:30 PM on Monday, March 25, 2019 in Room 205 of the Birmingham Municipal Building, 151 Martin, Birmingham, MI 48009, to consider whether to file an objection with the Michigan Liquor Control Commission to the renewal of the license for consumption of intoxicating liquor on the premises currently held by the owners/operators of **Bella Piatti** pursuant to Sec. 10-40 (5) of the Birmingham Code of Ordinances:

Licensee's failure to comply with the terms of its liquor license or any conditions imposed by the city commission or the liquor control commission at the time of issuance or transfer of the license, specifically the number of seats in the restaurant is in non-compliance with the site plans;

Further, to direct the City Manager to notify the owners/operators of **Bella Piatti**, in writing, that they may submit any written material for consideration by the City Commission prior to the date of the public hearing or at the hearing, that the licensee may appear in person at the hearing or be represented by counsel and that the licensee may present witnesses or written evidence at the hearing.

VOTE: Yeas, 6
 Nays, 0

Bistro Joe's

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

To set a public hearing for 7:30 PM on Monday, March 25, 2019 in Room 205 of the Birmingham Municipal Building, 151 Martin, Birmingham, MI 48009, to consider whether to file an objection with the Michigan Liquor Control Commission to the renewal of the license for

consumption of intoxicating liquor on the premises currently held by the owners/operators of **Bistro Joe's** pursuant to Sec. 10-40 (5) of the Birmingham Code of Ordinances:

Licensee's failure to comply with the terms of its liquor license or any conditions imposed by the city commission or the liquor control commission at the time of issuance or transfer of the license, specifically the number of seats in the restaurant is in non-compliance with the site plans;

Further, to direct the City Manager to notify the owners/operators of **Bistro Joe's**, in writing, that they may submit any written material for consideration by the City Commission prior to the date of the public hearing or at the hearing, that the licensee may appear in person at the hearing or be represented by counsel and that the licensee may present witnesses or written evidence at the hearing.

VOTE: Yeas, 6
 Nays, 0

Cameron's Steakhouse

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

To set a public hearing for 7:30 PM on Monday, March 25, 2019 in Room 205 of the Birmingham Municipal Building, 151 Martin, Birmingham, MI 48009, to consider whether to file an objection with the Michigan Liquor Control Commission to the renewal of the license for consumption of intoxicating liquor on the premises currently held by the owners/operators of **Cameron's Steakhouse** pursuant to Sec. 10-40 (3)c of the Birmingham Code of Ordinances:

Licensee's maintenance of a nuisance upon or in connection with the licensed premises, including failure to maintain the grounds and exterior of the licensed premises, including litter, debris, or refuse blowing or being deposited upon adjoining premises, specifically unscreened waste receptacles.

Further, to direct the City Manager to notify the owners/operators of **Cameron's Steakhouse**, in writing, that they may submit any written material for consideration by the City Commission prior to the date of the public hearing or at the hearing, that the licensee may appear in person at the hearing or be represented by counsel and that the licensee may present witnesses or written evidence at the hearing.

VOTE: Yeas, 6
 Nays, 0

Fleming's Prime Steakhouse

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

To set a public hearing for 7:30 PM on Monday, March 25, 2019 in Room 205 of the Birmingham Municipal Building, 151 Martin, Birmingham, MI 48009, to consider whether to file an objection with the Michigan Liquor Control Commission to the renewal of the license for consumption of intoxicating liquor on the premises currently held by the owners/operators of **Fleming's Prime Steakhouse** pursuant to Sec. 10-40 (3)a of the Birmingham Code of Ordinances:

Licensee's maintenance of a nuisance upon or in connection with the licensed premises, including existing violations of building, electrical, mechanical, plumbing, zoning, health,

fire or other applicable regulatory codes, specifically an outdoor sidewalk sign without a permit;

Further, to direct the City Manager to notify the owners/operators of **Fleming's Prime Steakhouse**, in writing, that they may submit any written material for consideration by the City Commission prior to the date of the public hearing or at the hearing, that the licensee may appear in person at the hearing or be represented by counsel and that the licensee may present witnesses or written evidence at the hearing.

VOTE: Yeas, 6
 Nays, 0

Forest Grill 2, LLC

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

To set a public hearing for 7:30 PM on Monday, March 25, 2019 in Room 205 of the Birmingham Municipal Building, 151 Martin, Birmingham, MI 48009, to consider whether to file an objection with the Michigan Liquor Control Commission to the renewal of the license for consumption of intoxicating liquor on the premises currently held by the owners/operators of **Forest Grill 2, LLC** pursuant to Sec. 10-40 (5) of the Birmingham Code of Ordinances:

Licensee's failure to comply with the terms of its liquor license or any conditions imposed by the city commission or the liquor control commission at the time of issuance or transfer of the license, specifically the number of seats in the restaurant is in non-compliance with the site plans;

Further, to direct the City Manager to notify the owners/operators of **Forest Grill 2, LLC**, in writing, that they may submit any written material for consideration by the City Commission prior to the date of the public hearing or at the hearing, that the licensee may appear in person at the hearing or be represented by counsel and that the licensee may present witnesses or written evidence at the hearing.

VOTE: Yeas, 6
 Nays, 0

La Strada Caffè, LLC

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

To set a public hearing for 7:30 PM on Monday, March 25, 2019 in Room 205 of the Birmingham Municipal Building, 151 Martin, Birmingham, MI 48009, to consider whether to file an objection with the Michigan Liquor Control Commission to the renewal of the license for consumption of intoxicating liquor on the premises currently held by the owners/operators of **La Strada Caffè, LLC** pursuant to Sec. 10-40 (5) of the Birmingham Code of Ordinances:

Licensee's failure to comply with the terms of its liquor license or any conditions imposed by the city commission or the liquor control commission at the time of issuance or transfer of the license, specifically the number of seats in the restaurant is in non-compliance with the site plans;

Further, to direct the City Manager to notify the owners/operators of **La Strada Caffè, LLC**, in writing, that they may submit any written material for consideration by the City Commission prior to the date of the public hearing or at the hearing, that the licensee may appear in person

at the hearing or be represented by counsel and that the licensee may present witnesses or written evidence at the hearing.

VOTE: Yeas, 6
 Nays, 0

Luxe Bar & Grill

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

To set a public hearing for 7:30 PM on Monday, March 25, 2019 in Room 205 of the Birmingham Municipal Building, 151 Martin, Birmingham, MI 48009, to consider whether to file an objection with the Michigan Liquor Control Commission to the renewal of the license for consumption of intoxicating liquor on the premises currently held by the owners/operators of **Luxe Bar & Grill** pursuant to Sec. 10-40 (5) of the Birmingham Code of Ordinances:

Licensee's failure to comply with the terms of its liquor license or any conditions imposed by the city commission or the liquor control commission at the time of issuance or transfer of the license, specifically the number of seats in the restaurant is in non-compliance with the site plans;

Further, to direct the City Manager to notify the owners/operators of **Luxe Bar & Grill**, in writing, that they may submit any written material for consideration by the City Commission prior to the date of the public hearing or at the hearing, that the licensee may appear in person at the hearing or be represented by counsel and that the licensee may present witnesses or written evidence at the hearing.

VOTE: Yeas, 6
 Nays, 0

Mad Hatter Bistro

MOTION: Motion by Commissioner Hoff, seconded by Mayor Pro Tem Boutros:

To set a public hearing for 7:30 PM on Monday, March 25, 2019 in Room 205 of the Birmingham Municipal Building, 151 Martin, Birmingham, MI 48009, to consider whether to file an objection with the Michigan Liquor Control Commission to the renewal of the license for consumption of intoxicating liquor on the premises currently held by the owners/operators of **Mad Hatter Bistro** pursuant to Sec. 10-40 (5) of the Birmingham Code of Ordinances:

Licensee's failure to comply with the terms of its liquor license or any conditions imposed by the city commission or the liquor control commission at the time of issuance or transfer of the license, specifically the number of seats in the restaurant is in non-compliance with the site plans;

Further, to direct the City Manager to notify the owners/operators of **Mad Hatter Bistro**, in writing, that they may submit any written material for consideration by the City Commission prior to the date of the public hearing or at the hearing, that the licensee may appear in person at the hearing or be represented by counsel and that the licensee may present witnesses or written evidence at the hearing.

VOTE: Yeas, 6
 Nays, 0

Rojo Mexican Bistro

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

To set a public hearing for 7:30 PM on Monday, March 25, 2019 in Room 205 of the Birmingham Municipal Building, 151 Martin, Birmingham, MI 48009, to consider whether to file an objection with the Michigan Liquor Control Commission to the renewal of the license for consumption of intoxicating liquor on the premises currently held by the owners/operators of **Rojo Mexican Bistro** pursuant to Sec. 10-40 of the Birmingham Code of Ordinances:

Sec. 10-40 (3)c: Licensee's maintenance of a nuisance upon or in connection with the licensed premises, including failure to maintain the grounds and exterior of the licensed premises, including litter, debris, or refuse blowing or being deposited upon adjoining premises, specifically outdoor dining chairs stored on dining platform in front of restaurant, which is not allowed. Chairs and tables must be stored indoors between November 16 and March 31; and

Sec. 10-40 (7) Licensee's failure to timely pay its taxes or other monies due the city, specifically personal property taxes.

Further, to direct the City Manager to notify the owners/operators of **Rojo Mexican Bistro**, in writing, that they may submit any written material for consideration by the City Commission prior to the date of the public hearing or at the hearing, that the licensee may appear in person at the hearing or be represented by counsel and that the licensee may present witnesses or written evidence at the hearing.

VOTE: Yeas, 6
 Nays, 0

Salvatore Scallopini

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

To set a public hearing for 7:30 PM on Monday, March 25, 2019 in Room 205 of the Birmingham Municipal Building, 151 Martin, Birmingham, MI 48009, to consider whether to file an objection with the Michigan Liquor Control Commission to the renewal of the license for consumption of intoxicating liquor on the premises currently held by the owners/operators of **Salvatore Scallopini** pursuant to Sec. 10-40 (5) of the Birmingham Code of Ordinances:

Licensee's failure to comply with the terms of its liquor license or any conditions imposed by the city commission or the liquor control commission at the time of issuance or transfer of the license, specifically the number of seats in the restaurant is in non-compliance with the site plans;

Further, to direct the City Manager to notify the owners/operators of **Salvatore Scallopini**, in writing, that they may submit any written material for consideration by the City Commission prior to the date of the public hearing or at the hearing, that the licensee may appear in person at the hearing or be represented by counsel and that the licensee may present witnesses or written evidence at the hearing.

VOTE: Yeas, 6
 Nays, 0

Sidecar Slider Bar

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

To set a public hearing for 7:30 PM on Monday, March 25, 2019 in Room 205 of the Birmingham Municipal Building, 151 Martin, Birmingham, MI 48009, to consider whether to file an objection with the Michigan Liquor Control Commission to the renewal of the license for consumption of intoxicating liquor on the premises currently held by the owners/operators of **Sidecar Slider Bar** pursuant to Sec. 10-40 (7) of the Birmingham Code of Ordinances:

Licensee's failure to timely pay its taxes or other monies due the city, specifically personal property taxes.

Further, to direct the City Manager to notify the owners/operators of **Sidecar Slider Bar**, in writing, that they may submit any written material for consideration by the City Commission prior to the date of the public hearing or at the hearing, that the licensee may appear in person at the hearing or be represented by counsel and that the licensee may present witnesses or written evidence at the hearing.

VOTE: Yeas, 6
 Nays, 0

Tallulah Wine Bar & Bistro

MOTION: Motion by Mayor Pro Tem Boutros, seconded by Commissioner Hoff:

To set a public hearing for 7:30 PM on Monday, March 25, 2019 in Room 205 of the Birmingham Municipal Building, 151 Martin, Birmingham, MI 48009, to consider whether to file an objection with the Michigan Liquor Control Commission to the renewal of the license for consumption of intoxicating liquor on the premises currently held by the owners/operators of **Tallulah Wine Bar & Bistro** pursuant to Sec. 10-40 (5) of the Birmingham Code of Ordinances:

Licensee's failure to comply with the terms of its liquor license or any conditions imposed by the city commission or the liquor control commission at the time of issuance or transfer of the license, specifically the number of seats in the restaurant is in non-compliance with the site plans;

Further, to direct the City Manager to notify the owners/operators of **Tallulah Wine Bar & Bistro**, in writing, that they may submit any written material for consideration by the City Commission prior to the date of the public hearing or at the hearing, that the licensee may appear in person at the hearing or be represented by counsel and that the licensee may present witnesses or written evidence at the hearing.

VOTE: Yeas, 6
 Nays, 0

Toast Birmingham, LLC

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

To set a public hearing for 7:30 PM on Monday, March 25, 2019 in Room 205 of the Birmingham Municipal Building, 151 Martin, Birmingham, MI 48009, to consider whether to file an objection with the Michigan Liquor Control Commission to the renewal of the license for consumption of intoxicating liquor on the premises currently held by the owners/operators of **Toast Birmingham, LLC** pursuant to Sec. 10-40 (5) of the Birmingham Code of Ordinances:

Licensee's failure to comply with the terms of its liquor license or any conditions imposed by the city commission or the liquor control commission at the time of issuance or transfer of the license, specifically the number of seats in the restaurant is in non-compliance with the site plans, and the hours of operation are in non-compliance with the Special Land Use Permit (SLUP), and a SLUP amendment is required for a change in ownership;

Further, to direct the City Manager to notify the owners/operators of **Toast Birmingham, LLC**, in writing, that they may submit any written material for consideration by the City Commission prior to the date of the public hearing or at the hearing, that the licensee may appear in person at the hearing or be represented by counsel and that the licensee may present witnesses or written evidence at the hearing.

VOTE: Yeas, 6
 Nays, 0
 Recused, 1 (Nickita)

Townhouse Kitchen and Bar, LLC

MOTION: Motion by Commissioner Nickita, seconded by Mayor Pro Tem Boutros:

To set a public hearing for 7:30 PM on Monday, March 25, 2019 in Room 205 of the Birmingham Municipal Building, 151 Martin, Birmingham, MI 48009, to consider whether to file an objection with the Michigan Liquor Control Commission to the renewal of the license for consumption of intoxicating liquor on the premises currently held by the owners/operators of **Townhouse Kitchen and Bar, LLC** pursuant to Sec. 10-40 (5) of the Birmingham Code of Ordinances:

Licensee's failure to comply with the terms of its liquor license or any conditions imposed by the city commission or the liquor control commission at the time of issuance or transfer of the license, specifically the number of seats in the restaurant is in non-compliance with the site plans;

Further, to direct the City Manager to notify the owners/operators of **Townhouse Kitchen and Bar, LLC**, in writing, that they may submit any written material for consideration by the City Commission prior to the date of the public hearing or at the hearing, that the licensee may appear in person at the hearing or be represented by counsel and that the licensee may present witnesses or written evidence at the hearing.

VOTE: Yeas, 6
 Nays, 0

02-048-19 KENNING PARK BALLFIELD CONSTRUCTION AWARD

Commissioner Harris told the Commission that he volunteers with the Birmingham Little League. The City Manager and City Attorney advised Commissioner Harris that his volunteering is not grounds for recusal. Commissioner Harris stated he just wanted to disclose the relationship.

There were no objections to Commissioner Harris' participation.

DPS Director Wood presented the item.

City Commission Minutes
March 25, 2019

V. UNFINISHED BUSINESS

None.

VI. NEW BUSINESS

03-070-19 PUBLIC HEARINGS TO CONSIDER RENEWAL OF LIQUOR LICENSES FOR THE 2019 LICENSING PERIOD

Mayor Bordman noted:

- On February 25, 2019 the City Commission reviewed the results of the annual investigation of each establishment in the City which holds a Class B, Class C, or microbrewery liquor license. Sixteen establishments were found to be in violation of Chapter 10, Sec. 10-40 of the Birmingham Code of Ordinances and therefore public hearings were set for those 16 businesses.
- The establishments were given notice of the public hearings and informed if the violations were resolved prior to the March 25th hearing, the owner would not be required to attend.
- The violations at 15 of the 16 establishments have been resolved as verified by the Community Development Department and the Finance Department.
- The 16 public hearings, having been scheduled, must be held.

Commissioner Nickita recused himself from discussing and voting on 220 Merrill and Toast due to business relationships with the owners of both establishments.

220 Merrill Restaurant

The Mayor opened the public hearing for 220 Merrill Restaurant at 7:47 p.m. Planning Director Ecker confirmed all issues have been resolved.

The Mayor closed the public hearing at 7:50 p.m.

MOTION: Motion by Commissioner Sherman, seconded by Mayor Pro Tem Boutros:
To approve, for the 2019 licensing period, the liquor license held by 220 Merrill Restaurant.

VOTE: Yeas, 4
 Nays, 0
 Recused, 1 (Nickita)

Toast Birmingham, LLC

Mayor Bordman opened the public hearing for Toast Birmingham, LLC at 7:50 p.m. and noted the number of seats were not compliant with the site plans, the hours of operation were not compliant with the Special Land Use Permit, and a SLUP amendment is required for a change in ownership. All issues are violations of Sec. 10-40(5) of the Birmingham Code of Ordinances.

Planning Director Ecker confirmed the seating issue has been resolved and that Toast submitted a SLUP amendment request to remove dinner hours and address the change in ownership issue. The owners of Toast have also submitted the information to the Birmingham Police Department for a background check of the new owners, and submitted their documentation to the Planning Board to update and amend their SLUP. She added that the SLUP amendment documentation was submitted February 25, 2019 and was updated to include the ownership

change on March 21, 2019. The Planning Board will likely be hearing the petition from Toast on April 25, 2019.

City Manager Valentine advised the Commission that the present meeting would be the last opportunity to recommend approval or disapproval of Toast's liquor license before the MLCC's March 31, 2019 deadline.

Commissioner Sherman suggested recommending the renewal of the liquor license to the State, and then continuing to deal with the Commission's concerns around the restaurant's non-compliance. He noted that the change in hours is of particular concern, since they do not reflect the City's goals in issuing bistro licenses. He also said that if the issue were to continue, the Commission would have the option to have a hearing and revoke Toast's SLUP at a later date.

City Manager Valentine confirmed Toast cannot operate without its SLUP, as the agreement stipulates "the failure to comply with any of the above conditions shall result in termination of the Special Land Use Permit".

Kelly Allen, attorney representing Toast, noted Tony Minicilli, General Manager, was also present and that the owner, Reagan Bloom, should be on her way shortly. Ms. Allen continued:

- Ms. Bloom had her hands full going through an intense divorce, during which time she also took ownership of Toast and brought on new partners. Ms. Bloom was not aware that removing the dinner hours would be in violation of the bistro license. Toast's model is most appropriately breakfast, brunch and lunch.
- Toast promptly went through the process of filing all change of ownership information with the MLCC. This was completed mid-February 2019.

Mayor Bordman said it was disappointing that Toast knew to address the ownership issue with the MLCC but ignored the City's requirements, and also noted disappointment that the City was unaware of Toast's additional partners until Ms. Allen spoke of them this evening.

Commissioner Sherman shared that the Commission had dealt exclusively with Thomas Bloom from the beginning of its relationship with Toast, and not with Ms. Bloom. He explained that this would be a plausible reason for Ms. Bloom's initial ignorance of the particularities of the SLUP requirements.

Ms. Allen confirmed Commissioner Sherman's statement. She added that the MLCC changed its policies to only require local approval for brand-new licenses. Birmingham was one of the first cities in 2012 to expand the notification requirements locally, but Ms. Allen explained that most lawyers who do not practice frequently in Birmingham would not be aware of that. While Ms. Bloom did her due diligence by having counsel for the MLCC issue, that counsel was not aware of Birmingham's specific requirements.

Mayor Pro Tem Boutros explained that any new business owner should know fully what the requirements are of running their business. SLUPs protect both the business and the City, and Birmingham takes them very seriously.

In reply to Commissioner Hoff, Ms. Allen explained that Mr. Minicilli was indeed in touch with the Planning Department regularly from January 2019, but that their correspondence had been

regarding the seating and the hours. She clarified that Mr. Minicilli had no awareness of the SLUP's requirements in regards to an ownership change.

Commissioner Hoff pointed out that the Planning Department had requested a new SLUP application in regards to the hours issue. She observed that if the application had been submitted in a timely manner the City would have become aware of the ownership issue at that time, and both issues could have been addressed before the liquor license renewal came before the Commission. In addition, Commissioner Hoff noted that it is an owner's responsibility to know their legal obligations.

Ms. Allen emphasized the effort Ms. Bloom is putting forth to resolve all the issues now that she is aware of them.

Mayor Bordman stated that Toast was notified about its SLUP violation regarding hours of operation on December 17, 2018.

Planning Director Ecker told the Commission that Mr. Minicilli attended a pre-application discussion with the Planning Board regarding the issue on January 9, 2019.

Ms. Allen confirmed for Mayor Bordman that Toast's intention is not to provide dinner service while the SLUP amendment is pending.

Mayor Bordman emphasized that the bistro licenses were in large part intended to activate the City streets at night. Since it is not Toast's intent to have dinner service, Mayor Bordman suggested Toast may be required to pursue another type of license in order to remain open only during daytime hours. She asked the other Commissioners for their opinions.

Commissioner Sherman concurred with Mayor Bordman. He recommended approving the liquor license for now, while also suggesting the Commission should put Toast on notice that the new SLUP application will not be approved without dinner service.

Ms. Allen clarified that the requirements of breakfast, lunch and dinner service as part of Toast's bistro license was because it was one of the first licenses issued. She noted that since then other bistro licenses have been issued without the requirement of evening hours, and that Toast does a service to Birmingham by being open in the mornings which brings shoppers into the downtown. She explained that it is not in Toast's best interest to offer dinner service, but that if it is a requirement in order to stay in business they likely will.

Mayor Pro Tem Boutros asked for clarification as to whether the bistro ordinance requires certain hours of operation. City Manager Valentine pointed out Toast's SLUP has specific provisions as to hours.

Commissioner Hoff said she wants Toast to stay open and sees it as an asset on Pierce. That said, she noted that Ms. Bloom, as the owner and responsible party, should be present at more of these meetings. She noted she would very much like Toast to work with the City and come into compliance on all fronts.

The Mayor closed the public hearing at 8:21 p.m.

MOTION: Motion by Mayor Pro Tem Boutros, seconded by Commissioner Sherman:
To approve, for the 2019 licensing period, the liquor license held by Toast Birmingham, LLC.

VOTE: Yeas, 4
 Nays, 0
 Recused, 1 (Nickita)

Adachi Restaurant Group LLC

The Mayor opened the public hearing for Adachi Restaurant Group LLC at 8:22 p.m. Planning Director Ecker confirmed all issues have been resolved.

The Mayor closed the public hearing at 8:22 p.m.

Bella Piatti

The Mayor opened the public hearing for Bella Piatti at 8:22 p.m. Planning Director Ecker confirmed all issues have been resolved.

The Mayor closed the public hearing at 8:22 p.m.

Bistro Joe's

The Mayor opened the public hearing for Bistro Joe's at 8:22 p.m. Planning Director Ecker confirmed all issues have been resolved.

The Mayor closed the public hearing at 8:22 p.m.

Cameron's Steakhouse

The Mayor opened the public hearing for Cameron's Steakhouse at 8:23 p.m. Planning Director Ecker confirmed all issues have been resolved and noted the dumpster has been relocated within the building as originally approved.

Keith Kirkwood, Regional Vice President of Landry's, noted the dumpster location was corrected over the weekend. Landry's created a plan to build an enclosure for the dumpster but discovered it would not meet the City's needs. He added that Landry's acquired Cameron's in 2015, and the dumpster has been in the outdoor location since before the acquisition.

The Mayor closed the public hearing at 8:26 p.m.

Fleming's Prime Steakhouse

The Mayor opened the public hearing for Fleming's Prime Steakhouse at 8:26 p.m. Planning Director Ecker confirmed all issues have been resolved.

The Mayor closed the public hearing at 8:26 p.m.

Forest Grill 2, LLC

The Mayor opened the public hearing for Forest Grill 2, LLC at 8:27 p.m. Planning Director Ecker confirmed all issues have been resolved.

The Mayor closed the public hearing at 8:27 p.m.

La Strada Cafe, LLC

The Mayor opened the public hearing for La Strada Cafe, LLC at 8:27 p.m. Planning Director Ecker confirmed all issues have been resolved.

The Mayor closed the public hearing at 8:27 p.m.

Luxe Bar & Grill

The Mayor opened the public hearing for Luxe Bar & Grill at 8:27 p.m. Planning Director Ecker confirmed all issues have been resolved.

The Mayor closed the public hearing at 8:27 p.m.

Mad Hatter Bistro (Tea Parlor, Inc.)

The Mayor opened the public hearing for Mad Hatter Bistro (Tea Parlor, Inc.) at 8:27 p.m. Planning Director Ecker confirmed all issues have been resolved.

The Mayor closed the public hearing at 8:27 p.m.

Rojo Mexican Bistro

The Mayor opened the public hearing for Rojo Mexican Bistro at 8:27 p.m. Deputy Treasurer Klobucur confirmed all issues have been resolved.

The Mayor closed the public hearing at 8:28 p.m.

Sidecar Slider Bar

The Mayor opened the public hearing for Sidecar Slider Bar at 8:28 p.m. Deputy Treasurer Klobucur confirmed all issues have been resolved.

The Mayor closed the public hearing at 8:29 p.m.

Salvatore Scallopini

The Mayor opened the public hearing for Salvatore Scallopini at 8:29 p.m. Planning Director Ecker confirmed all issues have been resolved.

The Mayor closed the public hearing at 8:29 p.m.

Tallulah Wine Bar & Bistro

The Mayor opened the public hearing for Tallulah Wine Bar & Bistro at 8:30 p.m. Planning Director Ecker confirmed all issues have been resolved.

The Mayor closed the public hearing at 8:30 p.m.

Townhouse Kitchen and Bar, LLC

The Mayor opened the public hearing for Townhouse Kitchen and Bar, LLC at 8:30 p.m. Planning Director Ecker confirmed all issues have been resolved.

The Mayor closed the public hearing at 8:31 p.m.

MOTION: Motion by Mayor Pro Tem Boutros, seconded by Commissioner Nickita:
To approve, for the 2019 licensing period, the liquor licenses held by Adachi Restaurant Group LLC, Bella Piatti, Bistro Joe's, Cameron's Steakhouse, Fleming's Prime Steakhouse, Forest Grill 2, LLC, La Strada Café, LLC, Luxe Bar & Grill, Mad Hatter Bistro (Tea Parlor, Inc.), Rojo Mexican Bistro, Sidecar Slider Bar, Salvatore Scallopini, Tallulah Wine Bar & Bistro, and Townhouse Kitchen and Bar, LLC.

Commissioner Hoff said the onus for the maintenance of these issues is on both the business owners and the City. She said business owners should comply with the terms of their SLUP agreements, and the City should also be doing more routine checks to ensure compliance.

Mayor Bordman agreed and said monitoring is a code enforcement issue.

Commissioner Nickita noted that SLUP issues have been found by the City outside of the liquor license renewal process. He reiterated his comments from the prior Commission meeting that SLUPs are a binding legal agreement between business owners and the City which help protect the interests of the businesses, the community, and the City. He emphasized SLUPs should be treated by business owners as such.

VOTE: Yeas, 5
 Nays, 0

**03-071-19 PUBLIC HEARING OF NECESSITY FOR PIERCE STREET ALLEY
 SPECIAL ASSESSMENT DISTRICT**

Mayor Bordman opened the public hearing at 8:37 p.m.

City Engineer O'Meara presented the proposed project and special assessment district (SAD).

Clarifications/Comments

Commissioner Sherman said having the trash compactor at the terminating vista will mean that sanitation vehicles will routinely traverse the area. He shared concern about the likely negative impact this traffic will have on the cleanliness and the integrity of the exposed aggregate of the area.

City Engineer O'Meara acknowledged that the exposed aggregate could still be negatively impacted, and said he would work with the City's landscape architect to propose a suitable feature that could withstand the increased vehicular traffic.

Commissioner Nickita suggested the City should be looking to replicate the enhancements done in Willits Alley in the Pierce Alley plan, saying the enhancements took the appearance of the Alley from utilitarian to intentionally pedestrian-friendly. He continued:

- In Hamilton Alley, the exposed aggregate and the concrete largely blended together in color making the enhancements less noticeable and the Alley less obviously pedestrian-oriented.
- For Pierce Alley, the City should explore variations on aggregate coarseness, tinting, use of other materials, or other possibilities in order to make the enhancements more apparent. The articulations should also appear more frequently, because the proposed distance between them makes them seem visually disparate as opposed to a connected



MEMORANDUM

Police Department

DATE: March 22, 2019

TO: Joseph A. Valentine, City Manager
Jana Ecker, Planning Director

FROM: Chris Busen, Investigative Commander

APPROVED: Mark H. Clemence, Chief of Police

SUBJECT: Toast Birmingham, LLC ("Toast Birmingham") requests a transfer of membership interest in a Class C and SDM liquor licenses with Sunday sale (PM) and an Outdoor Service Permit located at 203 Pierce, Birmingham, Oakland County, Michigan, to be issued pursuant to MCL 436.1521(A)(1)(B).

INTRODUCTION:

The police department has received a request from the Law Offices of Adkison, Need, Allen, and Rentrop regarding a transfer of membership interest from Toast Birmingham, located at 203 Pierce, Birmingham, Oakland County, MI 48009. Toast Birmingham has paid the initial fee of \$1500 for a business that serves alcoholic beverages for consumption on the premises per section 7.33 of the Birmingham City Code.

BACKGROUND:

Toast Birmingham was originally issued a liquor license by the Michigan Liquor Control Commission ("MLCC") in 2008 with two equal members, Regan Bloom and Thomas Bloom, who were at the time, husband and wife. In November 2016, pursuant to a Divorce Settlement Agreement, Thomas Bloom assigned his 50% interest in Toast Birmingham to Regan Bloom. The sole member of Toast Birmingham was now Regan Bloom.

LEGAL REVIEW:

Non-applicable

FISCAL IMPACT:

Non-applicable

SUMMARY:

On February 6, 2017 an investment group was formed called Vision Toast, LLC ("Vision Toast") Vision Toast entered into an agreement with Regan Bloom to acquire 49% of the interest in Toast Birmingham (which also included buying into Toast Ferndale, which holds a liquor license, and the Toast Ferndale Property). The cost for Vision Toast's interest in Toast Birmingham was \$325,000. The funds came from the members of Vision Toast's savings and earnings. The members in Toast Birmingham are Regan Bloom and Vision Toast.

Toast Birmingham Members**Percentage of Interest**

Regan Bloom.....	51%
Vision Toast	49%

The members of Vision Toast are as follows: S Michael Holding, LLC (members Omar Ammori, Sean Ammori, Samantha Ammori, Matthew Ammori, and Morgan Ammori); Michael Sarafa, Kevin Denha, Saber Ammori and Denha Cast, LLC (Mark Denha Trust and Nesreen Denha Trust). Simultaneously with the February 6, 2017 transfer, Regan Bloom and Vision Toast assigned their interest in Toast Birmingham to Toast Holdings, LLC. The sole member of Toast Birmingham is Toast Holdings, LLC. The members of Vision Toast will not have any role in the day-to-day operations of the business. Toast Birmingham will continue to do business as Toast, with the same food and service. Regan Bloom and the director of operations, Anthony Minicilli will still oversee the day-to-day operation of the business. The following members have a 10% or over interest in Toast Birmingham: Regan Bloom, Omar Ammori, Saber Ammori and Kevin Denha.

Several of the members of Vision Toast have held liquor licenses in the past.

Saber and Omar Ammori formally held the following liquor licenses:

Motor Street Deli
The Beverage House
Jakes Foods
Amore Co Inc
Bogarts, Inc
Casablanca, Inc
Roseville Ventures, Inc
Parkway Ventures, Inc

Kevin Denha formally held the following liquor licenses:

Grape vine wine shoppe
Skorz Liquor

There is a SLUP application pending with regarding a change in Toast's hours, to eliminate dinner service from the approved SLUP. These membership changes will also be included in the request to amend the SLUP.

A background check was conducted on Omar Ammori, Saber Ammori, and Kevin Denha. Omar Ammori, Saber Ammori, and Kevin Denha were checked using the Law Enforcement Information Network (LEIN), the Court's Law Enforcement Management Information System (CLEMIS) and the Middle Atlantic-Great Lakes Organized Crime Law Enforcement Network (MAGLOCLLEN). Omar Ammori, Saber Ammori and Kevin Denha have no criminal convictions.

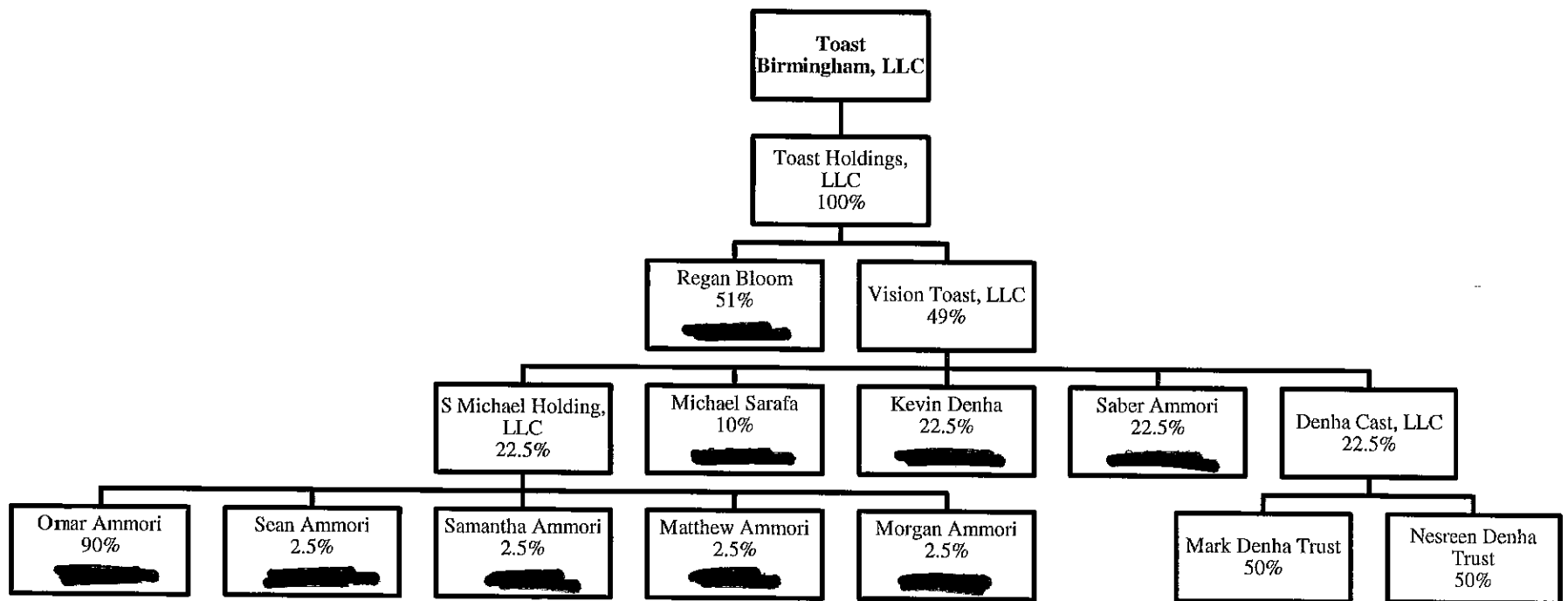
ATTACHMENTS:

Organizational chart for Toast Birmingham, LLC.

SUGGESTED RESOLUTION:

To authorize the Chief of Police to sign the MLCC Police Investigation Report (LC-1800) and to approve the liquor license request of Toast Birmingham, LLC that requests a transfer of interest in a Class C License to be issued under MCL 436.1521(A)(1)(B) and SDM License with Outdoor Service (1 Area) located at 203 Pierce, Birmingham, Oakland County, MI 48009.

Furthermore, pursuant to Birmingham City Ordinance, to authorize the City Clerk to complete the Local Approval Notice at the request of Toast Birmingham, LLC approving the liquor license transfer request of Toast Birmingham, LLC that requested a Class C License be transferred under MCL 436.1521 (A)(1)(B) & SDM License with Outdoor Service (1 Area) located at 203 Pierce, Birmingham, Oakland County, MI 48009.



*Dates of birth are shown in blue.



MEMORANDUM

Office of City Manager

DATE: May 30, 2019
TO: City Commission
FROM: Joseph A. Valentine, City Manager
SUBJECT: Request for Closed Session
Attorney-Client Privilege

It is requested that the city commission meet in closed session pursuant to Section 8(h) of the Open Meetings Act to discuss an attorney/client privilege communication.

SUGGESTED RESOLUTION:

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



NOTICE OF INTENTION TO APPOINT TO THE MUSEUM BOARD

At the regular meeting of Monday, July 8, 2019, the Birmingham City Commission intends to appoint two regular members to the Museum Board to serve three-year terms to expire July 5, 2022.

Interested parties may submit an application available at the City Clerk's office on or before noon on Wednesday, July 3, 2019. These applications will appear in the public agenda for the regular meeting at which time the commission will discuss recommendations, and may make nominations and vote on appointments.

Board Duties

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

Criteria/Qualifications of Open Position	Date Applications Due (by noon)	Date of Interview
Shall be qualified electors of the City.	07/03/2019	07/08/2019

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



NOTICE OF INTENTION TO APPOINT TO THE GREENWOOD CEMETERY ADVISORY BOARD

At the regular meeting of Monday, July 8, 2019 the Birmingham City Commission intends to appoint two regular members to the Greenwood Cemetery Advisory Board to serve three-year terms to expire July 6, 2022.

Members must be chosen from among the citizens of Birmingham and, insofar as possible, represent diverse interests, such as persons with family members interred in Greenwood Cemetery; owners of burial sites within Greenwood Cemetery intending to be interred in Greenwood Cemetery; persons familiar with and interested in the history of Birmingham; persons with familiarity and experience in landscape architecture, horticulture, law or cemetery or funeral professionals.

Interested citizens may submit a form available at the City Clerk's Office on or before noon on Wednesday, July 3, 2019. 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.

Committee Duties

In general, it shall be the duty of the Greenwood Cemetery Advisory Board to provide recommendations to the City Commission on:

1. Modifications. As to modifications of the rules and regulations governing Greenwood Cemetery.
2. Capital Improvements. As to what capital improvements should be made to the cemetery. Future Demands. As to how to respond to future demands for cemetery services.
3. Day to Day Administration. The day to day administration of the cemetery shall be under the direction and control of the City, through the City Manager or his/her designee.
4. Reports. The Greenwood Cemetery Advisory Board shall make and submit to the City Commission an annual report of the general activities, operation, and condition of the Greenwood Cemetery for the preceding 12 months. The Greenwood Cemetery Advisory Board shall, from time to time, as occasion requires, either in the annual report, or at any time deemed necessary by the Greenwood Cemetery Advisory Board, advise the City Commission in writing on all matters necessary and proper for and pertaining to the proper operation of Greenwood Cemetery and any of its activities or properties.

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
Must be a resident of Birmingham and, insofar as possible, represent diverse interests, such as persons with family members interred in Greenwood Cemetery; owners of burial sites within Greenwood Cemetery intending to be interred in Greenwood Cemetery; persons familiar with and interested in the history of Birmingham; persons with familiarity and experience in landscape architecture, horticulture, law or cemetery or funeral professionals.	07/03/2019	07/08/2019



NOTICE OF INTENTION TO APPOINT TO HISTORIC DISTRICT STUDY COMMITTEE

At the regular meeting of Monday, July 8, 2019, the Birmingham City Commission intends to appoint one regular member to the Historic District Study Committee to serve the remainder of a three-year term to expire June 25, 2022.

The goal of the Historic District Study Committee is to conduct historical research regarding the proposed designation of historic landmarks or districts in the City of Birmingham.

A majority of the members shall have a clearly demonstrated interest in or knowledge of historic preservation, although city residency is not required if an expert on the potential historic district topic is not available among city residents. The committee shall include representation of at least one member appointed from one or more duly organized local historic preservation organizations. The meetings are held by resolution of the City Commission.

Interested parties may submit an application available at the City Clerk's Office on or before noon on Wednesday, July 3, 2019. Applications will appear in the public agenda at which time the commission will discuss recommendations, and may make nominations and vote on appointments.

Criteria/Qualifications of Open Position	Date Applications Due (by noon)	Date of Interview
Members shall have a clearly demonstrated interest in or knowledge of historic preservation.	07/03/2019	07/08/2019

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.



May 23, 2019

Ms. Cherilynn Mynsberge, Clerk
City of Birmingham
151 Martin St.
Birmingham, MI 48012-3001



Re: Changes to Premier Package

Dear Ms. Mynsberge:

We are committed to keeping you and our customers informed about changes to Xfinity TV services. Accordingly, please note that as of July 17, 2019, customers who subscribe to the *Premier Package* will receive Hitz, a new service that will include more than 200 movie titles selected from a variety of top studios. As of that date, Cinemax will no longer be available with the *Premier Package*. For more information about this change, please visit <http://xfinity.com/hitz>. We are notifying customers who subscribe to the *Premier Package* of these changes.

Cinemax will still be available to purchase separately. Customers who currently subscribe to Cinemax outside of the *Premier Package* will continue to receive the channel. For those customers, we note that as of July 10, 2019, More Max, Action Max, Thriller Max, 5Star Max, MovieMax, OuterMax, and Cinemáx, where carried, will only be available on channels 1822-1835. We are notifying customers who currently subscribe to these channels through bill messages.

Please feel free to contact me at 734-254-1557 if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Kyle V. Mazurek".

Kyle V. Mazurek
Manager of External Affairs
Comcast, Heartland Region
41112 Concept Drive
Plymouth, MI 48170

INFORMATION ONLY